

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-CRJ11

Jointly Administered

**NOTICE OF SUCCESSFUL BIDDERS WITH RESPECT TO
CERTAIN OF THE DEBTORS' ASSETS**

PLEASE TAKE NOTICE that, on August 20, 2020, the United States Bankruptcy Court for the Northern District of Alabama (the “**Bankruptcy Court**”) entered an order [Doc. 411] (the “**Bidding Procedures Order**”): (i) approving the proposed bidding procedures (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”); (iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements, including the Debtors’ selection of one or more stalking horse bidders (each, a “**Stalking Horse Bidder**”), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the “**Auction**”) if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the “**Sale Hearing**”) to approve one or more Sales of the Acquired Assets; and (v) granting related relief.

PLEASE TAKE FURTHER NOTICE that, on September 8, 2020, the Debtors filed the *Notice of Stalking Horse Bid and Proposed Bid Protections in Connection with the Sale of the Debtors’ Ammunitions Business and Certain Other Assets* [Doc. 603].

PLEASE TAKE FURTHER NOTICE that, starting on September 17, 2020 at 10:00 a.m. (prevailing Central Time), pursuant to the Bidding Procedures Order, the Debtors conducted the

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, AL 35824.

Auction with respect to certain of the Acquired Assets. The Auction was suspended on September 24, 2020.

PLEASE TAKE FURTHER NOTICE that the Debtors, in consultation with their professionals and the Bid Consultation Parties, selected the following Successful Bids and Backup Bids:

- Vista Outdoor, Inc. as the Successful Bidder pursuant to the terms of the Asset Purchase Agreement attached hereto as Exhibit A with respect to the Lonoke Ammunitions Business and certain IP assets; and SIG Sauer, Inc. as the Backup Bidder thereto pursuant to the terms of the Asset Purchase Agreement attached hereto as Exhibit B with respect to the Lonoke Ammunitions Business;
- Roundhill Group, LLC as the Successful Bidder pursuant to the terms of the Asset Purchase Agreement attached hereto as Exhibit C with respect to the non-Marlin Firearms Business; and Huntsman Holdings, LLC and Century Arms, Inc. as the Backup Bidders thereto pursuant to the terms of the Asset Purchase Agreement attached hereto as Exhibit D with respect to certain Firearms Business IP assets and Exhibit E with respect to certain non-Marlin Firearms Business inventory, respectively;
- Sierra Bullets, L.L.C. as the Successful Bidder pursuant to the terms of the Asset Purchase Agreement attached hereto as Exhibit F with respect to the Barnes Ammunitions Business; and Barnes Acquisition LLC as the Backup Bidder thereto pursuant to the terms of the Asset Purchase Agreement attached hereto as Exhibit G with respect to the Barnes Ammunitions Business;
- Sturm, Ruger & Company, Inc. as the Successful Bidder pursuant to the terms of the Asset Purchase Agreement attached hereto as Exhibit H with respect to the Marlin Firearms Business; and Long Range Acquisition LLC as the Backup Bidder thereto pursuant to the terms of the Asset Purchase Agreement attached hereto as Exhibit I with respect to the Marlin Firearms Business;
- JJE Capital Holdings, LLC as the Successful Bidder with respect to the DPMS, H&R, Stormlake, AAC, and Parker brands;
- Franklin Armory Holdings, Inc., or its designated assignee, as the Successful Bidder with respect to the Bushmaster brand and certain related assets; and
- Sportsman's Warehouse, Inc. as the Successful Bidder with respect to the Tapco brand.

PLEASE TAKE FURTHER NOTICE that the Sale Hearing to consider approval of the sale of certain of the Acquired Assets to the Successful Bidders at the Auction, free and clear of all liens, claims, interests, and encumbrances in accordance with Section 363(f) of the Bankruptcy Code, will be held before the Honorable Clifton R. Jessup, Jr., United States

Bankruptcy Judge, United States Bankruptcy Court for the Northern District of Alabama, via Microsoft Teams, on September 29, 2020 at 9:00 a.m. (prevailing Central Time). The Sale Hearing may be adjourned or rescheduled without notice.

PLEASE TAKE FURTHER NOTICE that, at the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bids. Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transactions and there will be no further bidding at the Sale Hearing. In the event that a Successful Bidder cannot or refuse to consummate its applicable Sale because of the breach or failure on the part of such Successful Bidder, the respective Backup Bidder to such Successful Bidder will be deemed the new Successful Bidder as to the applicable Acquired Assets and the Debtors shall be authorized, but not required, to close with such Backup Bidder on its Backup Bid without further order of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that this Notice of Successful Bidders is subject to the terms and conditions of the Motion and the Bidding Procedures Order, with such Bidding Procedures Order controlling in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale of the Acquired Assets and/or copies of any related document, including the Motion or the Bidding Procedures Order, may make a written request to: Ducera Partners, Attn: Bradley Meyer (bmeyer@ducerpartners.com) and Kishan Patel (kpatel@ducerpartners.com) and O'Melveny & Myers LLP, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com). In addition, copies of the Motion, the Bidding Procedures Order and this Notice may be examined by interested parties (i) free of charge at the website established for these Chapter 11 cases by the Debtors' claims agent, Prime Clerk, at <https://cases.primeclerk.com/RemingtonOutdoor>, or (ii) on the Bankruptcy Court's electronic docket for the Debtors' Chapter 11 cases, which is posted on the Internet at www.alnb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov).

(Remainder of page intentionally left blank)

Dated: September 27, 2020

/s/ Derek F. Meek

BURR & FORMAN LLP

Derek F. Meek

Hanna Lahr

420 North 20th Street, Suite 3400

Birmingham, Alabama 35203

Telephone: (205) 251-3000

Facsimile: (205) 458-5100

Email: dmeek@burr.com

hlahr@burr.com

- and -

O'MELVENY & MYERS LLP

Stephen H. Warren (admitted *pro hac vice*)

Karen Rinehart (admitted *pro hac vice*)

400 South Hope Street

Los Angeles, CA 90071-2899

Telephone: (213) 430-6000

Facsimile: (213) 430-6407

Jennifer Taylor (admitted *pro hac vice*)

Two Embarcadero Center, 28th Floor

San Francisco, CA 94111

Telephone: (415) 984-8700

Facsimile: (415) 984-8701

Attorneys for the

Debtors and Debtors in Possession

Exhibit A

ASSET PURCHASE AGREEMENT

by and among

VISTA OUTDOOR INC.

as Buyer,

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.,

as Seller

SET FORTH ON THE SIGNATURE PAGES HERETO

Dated as of September 26, 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 PURCHASE AND SALE OF THE ACQUIRED ASSETS	2
1.1 Transfer of Acquired Assets	2
1.2 Excluded Assets	5
1.3 Assumed Liabilities	6
1.4 Excluded Liabilities	7
1.5 Assumption/Rejection of Certain Assets; Cure Amount	8
1.6 Non-Assignment of Acquired Assets	10
1.7 Conflicts with Other Bidders	11
ARTICLE 2 CONSIDERATION	11
2.1 Consideration	11
2.2 Good Faith Deposit	11
2.3 Purchase Price Adjustment	13
2.4 Withholding	16
ARTICLE 3 CLOSING AND DELIVERIES	17
3.1 Closing	17
3.2 Seller’s Deliveries	17
3.3 Buyer’s Deliveries	18
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER	19
4.1 Corporate Organization	19
4.2 Authorization and Validity	19
4.3 No Conflict or Violation	19
4.4 Title and Ownership	20
4.5 Compliance with Law	20
4.6 Remington Licensing Corporation	20
4.7 Material Contracts and Leases	21
4.8 Permits	21
4.9 Real Property	21
4.10 Financial Statements	22
4.11 No Undisclosed Material Liabilities	22
4.12 Absence of Certain Changes	22
4.13 Proceedings	23
4.14 Intellectual Property	23
4.15 Environmental, Health and Safety Matters	25
4.16 Product Liability; Warranties	26
4.17 Security Arrangements	26
4.18 Customers and Suppliers	26

4.19	Trade and Anti-Corruption	26
4.20	Brokers.....	27
4.21	Employment Matters.....	27
4.22	Taxes.....	28
4.23	Warranties Exclusive	29
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER.....		30
5.1	Corporate Organization.....	30
5.2	Qualification to do Business	30
5.3	Authorization and Validity	30
5.4	No Conflict or Violation	30
5.5	Consents and Approvals	31
5.6	Adequate Assurances Regarding Assumed Contracts	31
5.7	Financial Capability	31
5.8	Investigation by Buyer.....	31
5.9	Warranties Exclusive	32
ARTICLE 6 COVENANTS OF THE PARTIES		32
6.1	Efforts to Close; Further Assurances	32
6.2	Access to Properties and Documents.....	33
6.3	Seller Confidentiality	33
6.4	Operation of the Business	34
6.5	Adequate Assurances Regarding Assumed Contracts	34
6.6	Wrong Pockets.....	34
6.7	Cure of Defaults.....	34
6.8	Released Claims.....	35
6.9	Insurance	35
6.10	No Successor Liability.....	35
6.11	Notification of Certain Matters.....	36
6.12	Real Property Matters	36
6.13	Acquired Permits	36
6.14	HSR Act.....	37
ARTICLE 7 ADDITIONAL AGREEMENTS.....		38
7.1	Bankruptcy Matters.....	38
7.2	Transition Arrangements	39
ARTICLE 8 EMPLOYEES AND EMPLOYEE BENEFITS		39
8.1	Transferred Employees	40
8.2	Employment Tax Reporting.....	40
8.3	Benefits	40
8.4	WARN Act.....	40
8.5	Third Party Beneficiary.....	41

ARTICLE 9 TAXES.....	41
9.1 Taxes Related to Purchase of Assets	41
9.2 Cooperation on Tax Matters	41
9.3 Allocation of Purchase Price.....	41
9.4 FAET Matters	41
ARTICLE 10 CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.	42
10.1 Conditions Precedent to Performance by Seller	42
10.2 Conditions Precedent to Performance by Buyer.....	43
ARTICLE 11 TERMINATION.....	44
11.1 Conditions of Termination.....	44
11.2 Effect of Termination; Remedies.....	46
ARTICLE 12 MISCELLANEOUS	46
12.1 No Survival of Representations and Warranties.....	46
12.2 Successors and Assigns.....	47
12.3 Governing Law; Jurisdiction.....	47
12.4 WAIVER OF JURY TRIAL.....	47
12.5 Expenses	47
12.6 Severability	47
12.7 Notices	48
12.8 Amendments; Waivers.....	49
12.9 Specific Performance.....	49
12.10 Public Announcements	49
12.11 Entire Agreement.....	50
12.12 Exhibits and Schedules	50
12.13 Parties in Interest.....	50
12.14 Bulk Sales Laws.....	50
12.15 Construction.....	50
12.16 Counterparts and Facsimiles.....	51
ARTICLE 13 DEFINITIONS.....	51
13.1 Certain Terms Defined.....	51
13.2 All Terms Cross-Referenced.....	64

EXHIBITS

- Exhibit 1 - Bidding Procedures Order
- Exhibit 2 - Good Faith Deposit Escrow Agreement
- Exhibit 3 - Form of Bill of Sale
- Exhibit 4 - Form of Assignment and Assumption Agreement
- Exhibit 5 - RESERVED
- Exhibit 6 - Form of Intellectual Property Assignment Agreement
- Exhibit 7 - Form of Transition Services Agreement
- Exhibit 8 - Form of Trademark License Agreement
- Exhibit 9 - Form of Adjustment Escrow Agreement
- Exhibit 10 - Form of Sale Order
- Exhibit 11 - Balance Sheet Rules and Inventory Amount Illustrative Example

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 26, 2020 (the “Effective Date”), is entered into by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to this Agreement (collectively with ROC, “Seller”), and Vista Outdoor Inc. (“Buyer”), or a Buyer Acquisition Vehicle as assignee in accordance with Section 12.2. Capitalized terms used in this Agreement are defined or cross-referenced in Article 13.

RECITALS

A. Seller is engaged in the manufacturing and sale of sale of ammunition, ammunition products and related components at the Arkansas Property other than under the Barnes Bullets brand (the “Business”), and owns various assets related to the Business. On July 27, 2020 (the “Petition Date”) Seller filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court” and the case arising under such petition, the “Bankruptcy Case”).

B. On the Petition Date, Seller filed a Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Debtors’ Assets (the “Bidding Procedures Motion”) pursuant to which Seller sought and the Bankruptcy Court approved, the Bidding Procedures Order attached hereto as Exhibit 1 (the “Bidding Procedures Order”).

C. Buyer desires to purchase the Acquired Assets free and clear of Liens, Claims and Interests (other than Permitted Liens), except for assumption of the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign and transfer to Buyer, the Acquired Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

D. Buyer, in exchange for the transfer to Buyer of the Acquired Assets, desires to provide certain consideration (as set forth below) to Seller.

E. Concurrently with the execution and delivery of this Agreement, in order to secure certain obligations of Buyer, each of ROC, Buyer and the Escrow Agent have entered into that certain Good Faith Deposit Escrow Agreement as further described herein.

F. Concurrently with the execution and delivery of this Agreement, Roundhill Group, LLC (the “Firearms Buyer”), has entered into a separate asset purchase agreement with Seller (the “Firearms Asset Purchase Agreement”) providing for the sale of the Firearms Business to the Firearms Buyer;

G. The Acquired Assets and Assumed Liabilities are assets and Liabilities of Seller, which are to be purchased and assumed by Buyer pursuant to the Sale Order, which order will include the authorization for the assumption by Seller and assignment to Buyer of certain executory contracts and unexpired leases and Liabilities thereunder under Section 365 of the

Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with the applicable provisions of the Bankruptcy Code. The consummation of the transactions set forth in this Agreement is subject, among other things, to the entry of the Sale Order.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1 PURCHASE AND SALE OF THE ACQUIRED ASSETS.

1.1 Transfer of Acquired Assets. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to the Acquired Assets free and clear of all Liens, Claims and Interests (other than Permitted Liens and the Assumed Liabilities). For all purposes under this Agreement, the term "Acquired Assets" shall only include the following properties, assets, Interests, and rights of Seller existing as of the Closing Date, of any kind or nature, real or personal, tangible or intangible:

- (a) the Arkansas Property;
- (b) all of Seller's owned (i) (A) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and any other tangible property located at the Arkansas Property (including, any consumables thereon) or that is otherwise primarily used or primarily held for use in the ownership, operation and/or management of the Business, including the Huntsville Owned Ammo FF&E and (B) assets otherwise set forth on Schedule 1.1(b) (clauses (i)(A) and (i)(B) of this Section 1.1(b)), collectively, the "Owned FF&E"), and (ii) to the extent assignable, rights to any warranties and licenses received from manufacturers and sellers of the Owned FF&E;
- (c) all of Seller's (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and other tangible property located at the Arkansas Property or that is otherwise primarily used or primarily held for use in the ownership, operation and/or management of the Business, including the Huntsville Leased Ammo FF&E and those such assets leased pursuant to the Contracts set forth on Schedule 1.1(c) (the "Assumed FF&E Leases" and the equipment, machinery, furniture, fixtures and improvements, tooling and spare parts so leased, the "Leased FF&E"), (ii) rights under the Assumed FF&E Leases, and (iii) to the extent assignable, rights to any warranties and licenses received from manufacturers and lessors of the Leased FF&E;
- (d) all of Seller's (i) owned cars, trucks and other motor vehicles primarily used or primarily held for use in the ownership, operation and/or management of the Business, including those such assets set forth on Schedule 1.1(d) (the "Owned Motor Vehicles"), and (ii) rights to the warranties and licenses received from manufacturers and sellers of the Owned Motor Vehicles;

(e) all of Seller's (i) cars, trucks and other motor vehicles that are both leased pursuant to any Contract and primarily used for the ownership, operation or management of the Business, including those such assets set forth on Schedule 1.1(e) (the "Assumed Motor Vehicle Leases") and the cars, trucks and other motor vehicles so leased, the "Leased Motor Vehicles"), (ii) rights under the Assumed Motor Vehicle Leases, and (iii) rights to the warranties and licenses received from manufacturers and lessors of the Leased Motor Vehicles;

(f) all insurance proceeds received by Seller and insurance awards received by Seller with respect to any of the Acquired Assets after the Closing Date (including under any Excluded Insurance Policies), which, for the avoidance of doubt, shall not include the proceeds of any D&O Insurance;

(g) to the extent assignable under applicable Law (including the Bankruptcy Code), all (i) IP Licenses and (ii) rights of Seller to use and/or access any commercially available off-the-shelf software licensed pursuant to non-negotiated standard end-user object code shrink-wrap or click-wrap licenses, in each case that are used or held for use by Seller in connection with the ownership, operation and/or management of the Business, in each case, to the extent (x) related to Seller's customer relationship management (CRM) system (e.g., Salesforce) or (y) set forth on Schedule 1.1(g) (the "Business IP Licenses");

(h) subject to Section 1.5, all Contracts set forth on Schedule 1.1(h) (together with the Assumed Motor Vehicle Leases, the Assumed FF&E Leases, and the Business IP Licenses, the "Assumed Contracts");

(i) to the extent transferable under applicable Law, all Permits issued to Seller by any Government and used in connection with the ownership, operation and/or management of the Business, and all pending applications therefor, including those Permits set forth on Schedule 1.1(i) (the "Acquired Permits");

(j) all (i) Intellectual Property owned and used or held for use by Seller in connection with the ownership, operation and/or management of the Business, (ii) Trademarks containing the name or other usage of "Remington" or any other Business Name, either alone or in combination with other words, graphics or designs, including all rights in said term as a trade name, trademark, corporate name, service mark and domain name, and any confusingly similar variation, derivative or transaction thereof (the "Remington Brand"), and (iii) rights to any domain names (including application therefore) containing or otherwise utilizing the Remington Brand and/or the Business Names, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including the Intellectual Property set forth on Schedule 1.1(j) (the "Acquired Intellectual Property");

(k) all of the Equity Interests (the "RLC Shares") of Remington Licensing Corporation, a Delaware corporation ("RLC"), that are owned by RA Brands, L.L.C., a Delaware limited liability company ("RA Brands");

(l) all IT Systems owned by Seller;

(m) all Business Data;

(n) all sales orders or other commitments of Seller to purchasers of goods, services or products produced or sold by the Business that are set forth on Schedule 1.1(n) (the “Customer Orders”);

(o) all outstanding purchase orders or other commitments of Seller to suppliers of goods and services for materials, supplies or other items primarily used in connection with the ownership, operation and/or management of the Business that are set forth on Schedule 1.1(o) (the “Purchase Orders”);

(p) all right, title and interest in and to all inventory, supplies, works in progress, and finished goods (i) within the scope of the operations of the Business, (ii) located on the Arkansas Property, or (iii) (to the extent within the scope of the operations of the Business) in the possession of any Affiliate of Seller or any third-party that holds such assets for the benefit of Seller (collectively, the “Inventory”);

(q) all (i) rights to refunds relating to, and prepaid expenses and deposits attributable to, any Purchase Orders, Customer Orders, Assumed Contracts, Inventory, and/or any other Acquired Assets, and all rights under credit card merchant accounts, (ii) prepaid charges and deposits in respect of telephone, electricity, water and sewer and other utilities provided to the Arkansas Property, and (iii) other deposits, prepaid charges and expenses paid by Seller and other rights of Seller in connection with or primarily relating to any Acquired Asset;

(r) all goodwill associated with the Acquired Intellectual Property or any of the Acquired Assets or otherwise primarily associated with the Business;

(s) all Claims held by Seller that relate to Acquired Assets;

(t) subject to Section 1.2(p), to the extent permitted by applicable Law (and other than all Documents of Seller held by Seller or Seller’s counsel related to the Retained Litigation), all Documents (including Employee Records) that are primarily used in, primarily held for use in, or that primarily relate to, the Acquired Assets, the Assumed Liabilities or the Business;

(u) subject to Section 1.2(p), originals of all financial, marketing and business information, pricing and cost information, business and marketing plans and other information, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files of Seller in whatever media retained or stored, including computer programs and disks, in each case to the extent exclusively arising out of or exclusively relating to the ownership, operation and/or management of the Business; provided that, to the extent such information (i) primarily (but not exclusively) arises out of or primarily (but not exclusively) relates to the ownership, operation and/or management of the Business, or (ii) exists only in electronic form, then in each case the Acquired Assets will instead include only copies of the applicable information described in this Section 1.1(u);

(v) copies of all ATF Records; and

(w) all other assets set forth on Schedule 1.1(w).

1.2 Excluded Assets. Notwithstanding any provision to the contrary in this Agreement, Buyer is not acquiring any right, title or interest in any assets of Seller other than the Acquired Assets, including the following assets, properties and rights of Seller (collectively, “Excluded Assets”):

(a) other than with respect to the Intellectual Property rights associated with the Remington Brand and/or the Business Names, if applicable, any asset that is exclusively related to the operation of the Firearms Business;

(b) all Owned Real Property, other than the Arkansas Property;

(c) all Leased Real Property;

(d) all (i) minute books, stock ledgers, corporate seals and stock certificates of Seller, and other similar books and records that Seller is required by Law to retain and (ii) Tax Returns, financial statements and corporate or other entity filings; provided that Seller shall provide Buyer with reasonable access to the same following the Closing to the extent relating to the Acquired Assets and when reasonably requested by Buyer;

(e) all (i) retainers, prepayments or on-account cash paid to Seller’s professionals and advisors, including any carve-out under any Cash Collateral Order (whether retained in the Bankruptcy Case or otherwise) and (ii) other deposits, prepaid charges and expenses paid by Seller to the extent in connection with or relating to any Excluded Asset;

(f) subject to Section 1.1(f), all insurance policies of ROC and any of its subsidiaries (including the D&O Insurance), and all rights thereunder;

(g) all rights to or claims for refunds, overpayments or rebates of Pre-Closing Taxes, including any refunds, overpayments or rebates of Pre-Closing Taxes, other than, in any of the foregoing cases, any such refunds, overpayments or rebates that are attributable to Taxes actually paid by Buyer;

(h) all shares of capital stock (and any other Equity Interests or rights convertible into Equity Interests) issued by any Seller;

(i) other than with respect to the Acquired Assets relating to the Remington Brand and/or the Business Names, all Documents exclusively relating to any Excluded Asset;

(j) all Documents exclusively relating to any Employees who do not become Transferred Employees; provided that, to the extent permitted by applicable Law, Seller shall be permitted to make copies of such Documents available to Buyer if reasonably related to addressing or defending any such Employees’ claims against Buyer;

(k) subject to Section 1.6, any asset that requires the consent of a third party to be transferred, assumed or assigned hereunder as to which, by the Closing Date (and after giving effect to the entry of the Sale Order and any other Order of the Bankruptcy Court eliminating any contractual right of third parties to withhold such consent), such consent to transfer, assumption

or assignment has not been effected or excused (for clarity, all Liabilities associated with each such asset are Excluded Liabilities pursuant to Section 1.4(a));

(l) all Employee Benefit Plans and all assets of, and Contracts relating to or associated with such Employee Benefit Plans;

(m) all Cash and Accounts Receivable;

(n) any rights of Seller under this Agreement or any Ancillary Agreement to which Seller is a party, including any rights relating to the Purchase Price;

(o) copies of all Historic Firearms Books and Records of Seller, other than any records that also constitute the ATF Records;

(p) all Documents of Seller held by Seller or Seller's counsel relating to or that could be discoverable in any litigation against Seller; provided, however, if requested by Buyer, Seller shall upon reasonable request of Buyer provide copies of all such correspondence to Buyer if such documents relate to any Acquired Assets or Assumed Liabilities;

(q) all rights of recovery, insurance (subject to Section 1.1(f)), rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses related to any Excluded Liability;

(r) all Avoidance Actions;

(s) the Arkansas Grant Agreement and all Distributor Agreements (other than any Distributor Agreements set forth on Schedule 1.1(h)); and

(t) all assets that are otherwise set forth on Schedule 1.2(t).

Notwithstanding anything to the contrary herein, nothing in this Section 1.2 shall be deemed to characterize the Remington Brand or any other Business Name as an Excluded Asset.

1.3 Assumed Liabilities. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Buyer shall assume, and Buyer agrees to thereafter pay, perform and discharge when due (in accordance with their respective terms and subject to the respective conditions thereof), only the following Liabilities (to the extent not fully paid or discharged prior to the Closing) and no others (all items in this Section 1.3 being collectively, the "Assumed Liabilities"):

(a) all Liabilities of Seller arising under any Assumed Contract (in each of the foregoing cases solely to the extent arising or attributable to any period after the Closing), and the Buyer Cure Amount in connection with the assignment of the Assumed Contracts to, and the assumption of the Assumed Contracts by, Buyer;

(b) all Liabilities and obligations of Seller under the Customer Orders and the Purchase Orders (including liabilities in respect of customer deposits, security deposits and prepaid items); and

(c) all Liabilities and obligations for Transfer Taxes; and

(d) all accrued Liabilities for salary and workers' compensation related to the Transferred Employees; provided, however, for purposes of clarity, the parties acknowledge and agree that Buyer is not assuming any Liabilities related to any Employee Benefit Plans, including the Pension Plan.

1.4 Excluded Liabilities. Notwithstanding any provision to the contrary set forth in this Agreement, Buyer will not assume, and will not be obligated to assume or be obliged to pay, perform or otherwise discharge, or in any other way be liable or responsible for, any Liability whatsoever of Seller or the Business, whether existing on the Closing Date or arising thereafter, other than the Assumed Liabilities (such Liabilities, collectively, the "Excluded Liabilities"). Without limiting the foregoing, Buyer shall not be obligated to assume, and does not assume, and hereby disclaims all of the Excluded Liabilities, which for the avoidance of doubt, include:

(a) except as otherwise contemplated in Section 1.3, all Liabilities of Seller arising out of or relating to the operation of the Business or use of the Acquired Assets prior to the Closing;

(b) subject to Section 1.3(d), all Liabilities (including any Employee Liabilities) arising out of or relating to any Employee Benefit Plan, Pension Plan or any other benefit or compensation (i) plan, (ii) program, (iii) policy, (iv) Contract, (v) agreement, or (vi) arrangement of any kind; in each case of the foregoing cases (A) that is or at any time was sponsored, maintained, contributed to or required to be contributed to by Seller or any of its Affiliates or (B) under or with respect to which Seller or any of its Affiliates has any Liability;

(c) all Liabilities arising out of or relating to the employment or engagement, potential employment or engagement, or termination of employment or engagement of any employee, consultant or independent contractor of Seller (including all former employees and/or any dependent or beneficiary of any employee), including all Liabilities arising from (i) the misclassification of any Employee as exempt from the requirements of the Fair Labor Standards Act or analogous applicable Laws of any state, (ii) the misclassification of any employee as an independent contractor, (iii) workers' compensation and short- or long-term disability claims (except as otherwise expressly included in the calculation of the Final Inventory Amount), or (iv) any collective bargaining agreements;

(d) all Liabilities arising out of or relating to any Excluded Asset;

(e) all Liabilities and obligations of Seller arising out of or relating to the Priority Term Loan, the FILO Facility, the Exit Term Loan or the Intercompany Note;

(f) all Liabilities of Seller arising out of or relating to any violation of Environmental Laws or the presence or Environmental Release of, or exposure to, any Hazardous Substance at, on, under or migrating from or to any Acquired Assets or at, on, under or migrating from or to any real property currently or previously used or owned by Seller or its predecessor in interest, in each case solely to the extent occurring prior to the Closing Date, including any Proceedings or Orders in respect of the foregoing (and including all fines, penalties or other obligations arising therefrom);

(g) all Liabilities arising out of or relating to the WARN Act that are attributable to any acts or omissions of Seller or its Affiliates prior to the Closing;

(h) all Liabilities and obligations for Pre-Closing Taxes;

(i) all Liabilities and obligations of Seller arising out of or relating to the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements to which Seller is a party and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others;

(j) all Liabilities of, and Claims against, Seller arising out of or relating to the grants of restricted common unit/share awards and stock options by Seller;

(k) all Liabilities and obligations of Seller arising out of or relating to any Distributor Agreement (other than any Distributor Agreements set forth on Schedule 1.1(h)) and the Arkansas Grant Agreement;

(l) any Liabilities and obligations of Seller under this Agreement, or any Ancillary Agreement to which Seller is a party;

(m) all State of Alabama Project Development Liabilities;

(n) all City of Huntsville Project Development Liabilities;

(o) all Liabilities and obligations under the CBA;

(p) the Retained Litigation;

(q) all Liabilities for the Seller Cure Amount; and

(r) all Liabilities set forth on Schedule 1.4(r).

1.5 Assumption/Rejection of Certain Assets; Cure Amount.

(a) At the Closing and at such other times as may be specified in accordance with the terms and conditions hereof, pursuant to Section 365 of the Bankruptcy Code, subject to the terms and conditions hereof, Seller shall assign to Buyer and Buyer shall assume from Seller, the Assumed Contracts. The amounts necessary, pursuant to Section 365 of the Bankruptcy Code, to cure any and all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults under any Assumed Contract (such aggregate amount, the "Cure Amount"), shall be borne by Buyer as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order, the Bidding Procedures Order and this Agreement; provided, however, in no event shall Buyer's obligation to pay the Cure Amount (Buyer's portion of the Cure Amount, the "Buyer Cure Amount") exceed, in the aggregate, \$8,100,000, and Seller shall be responsible for any excess thereof (Seller's portion of the Cure Amount, the "Seller Cure Amount").

(b) From and after the Effective Date until the Closing (or the earlier termination of this Agreement pursuant to Article 11), Buyer shall have the right to notify Seller in writing of Buyer's election to designate any 365 Contract that is (i) scheduled as an Assumed Contract hereunder that Buyer does not wish to assume or acquire as an Excluded Asset and/or an Excluded Liability or (ii) identified as an Excluded Asset hereunder (other than any Contracts that Seller has previously agreed to transfer or sell to an unaffiliated third party; provided, however that Seller shall not transfer or sell (or agree to transfer or sell) any Contracts required for Buyer to perform the Buyer Transition Services (as defined in the Transition Services Agreement without the prior written consent of Buyer) that Buyer wishes to assume or acquire as an Assumed Contract or an Acquired Asset. With respect to all such assets, if notice is given to Seller prior to the Closing, all Schedules and Exhibits to this Agreement shall be automatically updated and amended (without any other action of any party or Person) to reflect such request by Buyer; provided, that there shall be no corresponding adjustment to Purchase Price related to such designation. Each 365 Contract that Buyer wishes to assume or acquire pursuant to clause (ii) of the first sentence of this Section 1.5(b) shall be conveyed to Buyer under this Agreement, so long as (x) such 365 Contract is added to the Assumed Contracts prior to the entry of any Order of the Bankruptcy Court approving the rejection of such 365 Contract, and (y) the assumption and assignment has been or is approved by the Bankruptcy Court, including through the Sale Order or a "Supplemental Designated Contract Order" (as defined in the Bidding Procedures Order). Any 365 Contracts of Seller that are listed on Schedule 1.5(c) as of the Closing Date and that Buyer does not designate in a written notice to Seller (no less than two (2) Business Days prior to the Closing) for assumption shall not be considered Assumed Contracts or Acquired Assets and shall automatically be deemed Excluded Assets (and for the avoidance of doubt, Buyer shall not be responsible for any related Cure Amounts related to any 365 Contract not so duly designated).

(c) Schedule 1.5(c) contains a true, complete and correct list of all 365 Contracts and Seller's good faith estimate as of the Effective Date of the Cure Amount for each such 365 Contract as of the date hereof.

(d) Following the Effective Date, Buyer shall have the right (upon prior written notice to Seller specifying the applicable non-debtor counterparty) (i) to discuss the terms and the related Cure Amount of any 365 Contracts set forth on Schedule 1.5(c) with the applicable non-debtor counterparty thereto and enter into negotiations with such counterparty to reduce the Cure Amount with respect to the applicable 365 Contract and (ii) to cause Seller to serve a "Supplemental Notice of Assumption and Assignment" (as defined in the Bidding Procedures Order) on one or more non-debtor counterparties to any of the 365 Contracts set forth on Schedule 1.5(c). Upon Buyer's reasonable request, Seller shall provide additional reasonably detailed information as to the Liabilities under the 365 Contracts sufficient for Buyer to make an informed assessment whether to accept an assignment and assumption of such 365 Contract hereunder. Seller shall cooperate with Buyer to facilitate the payment of the Cure Amounts to the Contract counterparties. Seller shall use commercially reasonable efforts to assume and assign the Assumed Contracts to Buyer (other than payment of the Buyer Cure Amount, if so required), including taking all reasonable actions necessary to obtain an Order containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code.

(e) If the non-debtor Contract counterparty objects to the Cure Amount asserted by Seller or the assumption and assignment of such Contract by Seller (including pursuant to a Supplemental Notice of Assumption and Assignment) with regard to any Assumed Contract (such contract, a “Disputed Contract”) and such non-debtor Contract counterparty and Buyer are unable to reach a consensual resolution with respect to the objection, Seller will use commercially reasonable efforts to seek a hearing before the Bankruptcy Court to determine the Cure Amount or otherwise resolve such objection and approve the assumption (it being understood and agreed that Buyer shall be responsible for the resolution of any such objection and Buyer shall reasonably cooperate with counsel to Seller on briefing and arguing all matters relating to any such objection). In no event shall Seller settle a Cure Amount objection or otherwise agree to any Cure Amount with regard to any Assumed Contract without the express written consent of Buyer (not to be unreasonably withheld, conditioned or delayed). In the event that a dispute regarding the Cure Amount or otherwise the assumption and assignment with respect to an Assumed Contract has not been resolved as of the Closing Date, Buyer and Seller shall nonetheless (and notwithstanding anything to the contrary in Section 10.1(b) or Section 10.2(b)) remain obligated to consummate the transactions contemplated hereby. Upon an Order determining any Cure Amount or otherwise resolving an objection to assumption and assignment regarding any Disputed Contract after the Closing, Buyer shall have the option to (i) pay the Cure Amount with respect to such Disputed Contract and assume the Disputed Contract as an Assumed Contract or (y) designate the Disputed Contract as an Excluded Asset, in which case, for the avoidance of doubt, Buyer shall not assume the Disputed Contract and shall not be responsible for any associated Cure Amount.

(f) Notwithstanding any provision in this Agreement to the contrary, if for any reason Buyer fails to pay the Buyer Cure Amount or Seller fails to pay the Seller Cure Amount in respect of any Assumed Contract when due and payable pursuant to this Agreement, the Sale Order or any other Order of the Bankruptcy Court, (i) the other party may pay or otherwise satisfy such Cure Amount or any other liability or obligation under such Assumed Contract and shall be reimbursed by the party responsible to make such payment within five (5) Business Days of notice of such payment (ii) each party shall indemnify and hold harmless the other party in respect of such Cure Amount, liability or obligation as well as any expenses (including legal fees and expenses) incurred by the other in defending any claim for payment of the Cure Amount or any other liability or obligation arising under such Contract or Lease asserted by the counterparty thereto and (iii) Seller or Buyer may reject, and nothing in this Agreement shall prohibit Seller or Buyer from rejecting, such Contract or Lease.

(g) Without limiting any of the foregoing, at any time after the Closing, Seller and Buyer may (but shall have no obligation to) mutually agree to seek authorization from the Bankruptcy Court, pursuant to Section 365 of the Bankruptcy Code, to assume and assign a Contract that was not identified as an Assumed Contract as of Closing; provided, that Buyer will be solely responsible to pay the Cure Amount required to assume such Contract.

1.6 Non-Assignment of Acquired Assets. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any Acquired Asset if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Seller (each such action, a “Necessary Consent”), would constitute a breach thereof (after giving effect to any waiver by the applicable counterparty or any

elimination of such approval, authorization or consent requirement by operation of the Sale Order) or in any way adversely affect the rights or obligations of Buyer thereunder and such Necessary Consent is not obtained and (b) the Bankruptcy Court shall not have entered an Order providing that such Necessary Consent is not required because the transfer thereof shall be deemed by the Bankruptcy Court to be (x) effective and (y) not a breach thereof, notwithstanding the failure to obtain such Necessary Consent. In such event, Seller and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that Seller shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or Proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if such Acquired Asset or an attempted assignment thereof would otherwise be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and at no out-of-pocket expense to Seller or Buyer, under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Seller would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming Seller's obligations (to the extent otherwise constituting Assumed Liabilities hereunder), any and all rights of Seller thereunder.

1.7 Conflicts with Other Bidders. In the event of any conflict regarding the Acquired Assets or the Assumed Liabilities between this Agreement and agreements governing other sales of the Seller's assets in the Bankruptcy Case (the "Other Agreements"), Buyer shall cooperate in good faith with any other purchasers of Seller's assets pursuant to such Other Agreements, whether before or after the Closing Date, to ensure that all assets or liabilities are appropriately apportioned between Buyer and such other purchasers in order to reflect the intent of Buyer and such other purchasers hereunder and thereunder.

ARTICLE 2 CONSIDERATION

2.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets shall be:

- (a) an amount in cash equal to the Estimated Purchase Price (the Estimated Purchase Price as finally adjusted in accordance with Section 2.3, the "Purchase Price"); and
- (b) the assumption of the Assumed Liabilities.

2.2 Good Faith Deposit.

(a) Concurrently with the execution and delivery of this Agreement Buyer, ROC and the Escrow Agent have entered into that certain Escrow Agreement (the "Good Faith Deposit Escrow Agreement"), dated as of September 4, 2020 (as amended), which is attached hereto as Exhibit 2. Within one (1) day of the date hereof, Buyer shall deposit or shall cause to be

deposited with the Escrow Agent an amount equal to twelve million, two hundred and ten thousand United States Dollars (\$12,210,000) by wire transfer of immediately-available funds (the “Good Faith Deposit Initial Amount”, and together with the Good Faith Deposit Additional Amount (if applicable), the “Good Faith Deposit”) to an account specified by Escrow Agent (the “Good Faith Deposit Escrow Account”), which Good Faith Deposit shall be held, safeguarded and released pursuant to the terms of this Agreement, the Good Faith Deposit Escrow Agreement and the Bidding Procedures Order. The Good Faith Deposit shall not be subject to any Lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Buyer.

(b) The Good Faith Deposit shall be released from the Good Faith Deposit Escrow Account by the Escrow Agent and delivered to either Buyer or Seller, in accordance with the provisions of this Agreement, the Good Faith Deposit Escrow Agreement and the Bidding Procedures Order as follows (and Buyer and ROC shall deliver joint written instructions to the Escrow Agent, within three (3) Business Days, to effect such distributions as and when required hereunder):

(i) if the Closing occurs, the entirety of the Good Faith Deposit (including any amounts previously released to Seller in accordance with the terms hereof) shall be credited or otherwise applied towards the amount payable by Buyer pursuant Section 3.3(b);

(ii) if this Agreement has been terminated by Seller pursuant to Section 11.1(b) or by Seller or Buyer pursuant to Section 11.1(l), then the Good Faith Deposit shall be released from the Good Faith Deposit Escrow Account to Seller;

(iii) if the Closing shall not have occurred by the initial Outside Date solely as a result of a failure of the conditions to Closing set forth in Section 10.1(c)(ii) and Section 10.2(c)(ii) to be satisfied and (A) Seller is entitled to terminate this Agreement due to such conditions not being satisfied and (B) Buyer does not extend the Outside Date in accordance with Section 11.1(d), then the Good Faith Deposit shall be released from the Good Faith Deposit Escrow Account to Seller;

(iv) if, at any time prior to the extension of the Outside Date in accordance with Section 11.1(d) (if applicable), this Agreement has been terminated by any party, other than as contemplated by Section 2.2(b)(ii) or Section 2.2(b)(iii), then the Good Faith Deposit Initial Amount shall be released from the Good Faith Deposit Escrow Account to Buyer;

(v) if Buyer extends the Outside Date in accordance with Section 11.1(d), then within three (3) Business Days after such extension, the Good Faith Deposit Initial Amount shall be released from the Good Faith Deposit Escrow Account to Seller and, subsequently:

(1) if the Closing shall not have occurred by the extended Outside Date as a result of a failure of the conditions to Closing set forth in Section 10.2 (other than the condition set

forth in Section 10.2(c)(ii)) and (A) Buyer is entitled to retain the Good Faith Deposit in accordance with the terms hereof and (B) either party terminates this Agreement then (x) the Good Faith Deposit Additional Amount shall be released from the Good Faith Deposit Escrow Account to Buyer and (y) Seller shall, within three (3) Business Days by wire transfer of immediately available funds, pay the Good Faith Deposit Initial Amount to Buyer (and to the extent unpaid, the parties acknowledge and agree that such amount shall be treated as an administrative claim of Buyer against Seller and the estate for all purposes under the Bankruptcy Case); or

- (2) if the Closing shall not have occurred by the extended Outside Date, other than as contemplated by Section 2.2(b)(v)(1) and (A) Buyer is entitled to retain the Good Faith Deposit in accordance with the terms hereof and (B) either party terminates this Agreement, then (x) the Good Faith Deposit Additional Amount shall be released from the Good Faith Deposit Escrow Account to Buyer and (y) Seller shall, within three (3) Business Days by wire transfer of immediately available funds, pay the Good Faith Deposit Initial Amount to Buyer (and to the extent unpaid, the parties acknowledge and agree that such amount shall be treated as a general unsecured claim of Buyer against Seller and the estate for all purposes under the Bankruptcy Case).

2.3 Purchase Price Adjustment.

(a) At least five (5) Business Days prior to the Closing Date, ROC shall deliver to Buyer a reasonably detailed statement (the “Pre-Closing Statement”) setting forth ROC’s good faith calculation (i) the Estimated Inventory Amount, as well as the resulting Estimated Inventory Amount Excess (if any) or Estimated Inventory Amount Shortfall (if any), as the case may be, and (ii) the Estimated Purchase Price; provided, however, the parties acknowledge and agree that in the event that the Estimated Inventory Amount Excess or the Estimated Inventory Amount Shortfall, as applicable, is *equal to or less* than \$2,000,000 (the “Inventory Collar Amount”), then the Estimated Inventory Amount Excess or Estimated Inventory Amount Shortfall, as applicable, shall be deemed to be zero dollars (\$0) for all purposes of this Agreement. Following the delivery of the Pre-Closing Statement, ROC shall provide Buyer and its Representatives with reasonable access to work papers and other books and records for purposes of assisting Buyer in its review. Prior to the Closing, ROC shall consider in good faith any revisions to the Pre-Closing Statement raised by Buyer in connection with its review of the Pre-Closing Statement (which shall be modified to include any such revisions accepted by ROC in good faith). In connection with the preparation of the Pre-Closing Statement, within seven (7) days prior to the Closing, if requested by Buyer, ROC shall conduct a physical count of the Inventory, which Buyer and its Representatives may observe.

(b) No later than thirty (30) days after the Closing Date, Buyer shall deliver to ROC a reasonably detailed statement (the “Post-Closing Statement”) setting forth Buyer’s good faith calculation of (i) the Closing Inventory Amount (without regard to the Inventory Collar Amount), and (ii) any resulting adjustments to the Estimated Purchase Price.

(c) After receipt of the Post-Closing Statement, ROC shall have ten (10) days (the “Review Period”) to review the Post-Closing Statement. During the Review Period, ROC and its accountants, to the extent reasonably necessary for their review of the Post-Closing Statement, shall have reasonable access to the books and records of the Business, the personnel of, and work papers prepared by, Buyer and/or Buyer’s accountants; provided, that such access shall be subject to then-applicable COVID Restrictions and shall be done in a manner that does not interfere with the normal business operations of Buyer or the Business. The Post-Closing Statement shall become final and binding upon the parties hereto following the expiration of the Review Period unless ROC delivers written notice of its disagreement with the Post-Closing Statement (a “Notice of Disagreement”) to Buyer prior to such date. Any Notice of Disagreement shall specify in reasonable detail ROC’s objections to the Post-Closing Statement, indicating each disputed item or amount and the basis for ROC’s disagreement therewith. If a Notice of Disagreement is received by Buyer prior to the expiration of the Review Period, then during the ten (10) day period (the “Resolution Period”) following the delivery of a Notice of Disagreement, ROC and Buyer shall negotiate in good faith to resolve in writing any differences that they may have with respect to the matters specified in such Notice of Disagreement. If such differences are so resolved within the Resolution Period, the revised Post-Closing Statement, with such changes as may have been previously agreed in writing by Buyer and ROC shall be final and binding. If, at the end of the Resolution Period, ROC and Buyer have not resolved in writing the matters specified in the Notice of Disagreement, ROC and Buyer shall submit any amounts remaining in dispute to the Accounting Firm, who, acting as experts and not arbitrators, shall resolve such disputed amounts only and make any adjustments to the Post-Closing Statement. Buyer and ROC agree that all adjustments shall be made without regard to materiality. The Accounting Firm shall render a written decision resolving the matters submitted to the Accounting Firm as soon as practicable, and in any event within ten (10) days of the receipt of such submission (or such other time as Buyer and ROC shall agree in writing). The scope of the disputes to be resolved by the Accounting Firm shall be limited to fixing mathematical errors and determining whether the items in dispute were determined in accordance with the Balance Sheet Rules and the terms of this Agreement, and no other matters. The Accounting Firm’s decision shall be (w) limited to the specific items under dispute by the parties (x) made strictly in accordance with the Balance Sheet Rules and the terms of this Agreement and (y) final and binding on all of the parties hereto, absent manifest error. The Accounting Firm may not assign a value greater than the greatest value for such item claimed by either party or smaller than the smallest value for such item claimed by either party. The fees and expenses of the Accounting Firm incurred pursuant to this Section 2.3(c) shall be borne pro rata as between ROC, on the one hand, and Buyer, on the other hand, in proportion to the final allocation made by such Accounting Firm of the disputed items weighted in relation to the claims made by ROC and Buyer, such that the prevailing party pays the lesser proportion of such fees, costs and expenses.

(d) Purchase Price Adjustment Payment Calculation. Within three (3) Business Days after the final determination of the Final Inventory Amount, the Estimated Purchase Price

shall be adjusted in accordance with this Section 2.3(d) as follows (and any requisite payments, if any, shall be made in accordance with Section 2.3(e)):

(i) if there was no adjustment to the Estimated Purchase Price pursuant to Section 2.3(a), then the post-Closing adjustment with respect the Final Inventory Amount shall be determined as follows: (A) if the Final Inventory Amount is greater than the Inventory Amount Target by an amount greater than the Inventory Collar Amount, then Buyer shall pay to Seller an amount equal to the difference between the Final Inventory Amount and the Inventory Amount Target; (B) if the Inventory Amount Target is greater than the Final Inventory Amount by an amount greater than the Inventory Collar Amount, then Seller shall pay to Buyer an amount equal to the difference between the Inventory Amount Target and the Final Inventory Amount; or (C) if the difference (expressed as a positive number) between the Final Inventory Amount and the Inventory Amount Target is less than or equal to the Inventory Collar Amount, then the parties shall make no further adjustment to the Estimated Purchase Price;

(ii) if there was an Estimated Inventory Amount Excess, then the post-Closing adjustment with respect the Final Inventory Amount shall be determined as follows: (A) if the Final Inventory Amount is greater than or equal to the Estimated Inventory Amount, then Buyer shall pay to Seller an amount equal to the difference between the Final Inventory Amount and Estimated Inventory Amount; or (B) if the Final Inventory Amount is less than the Estimated Inventory Amount, then Seller shall pay to Buyer an amount equal to the difference between the Estimated Inventory Amount and the Final Inventory Amount; provided, however, if the difference (expressed as a positive number) between the Final Inventory Amount and the Inventory Amount Target is less than or equal to the Inventory Collar Amount, then Seller shall pay to Buyer an amount equal to the difference between the Estimated Inventory Amount and the Inventory Amount Target; or.

(iii) if there was an Estimated Inventory Amount Shortfall, then the post-Closing adjustment with respect the Final Inventory Amount shall be determined as follows: (A) if the Final Inventory Amount is less than or equal to the Estimated Inventory Amount, then Seller shall pay to Buyer an amount equal to the difference between the Estimated Inventory Amount and the Final Inventory Amount; or (B) if the Final Inventory Amount is greater than Estimated Inventory Amount, then Buyer shall pay to Seller an amount equal to the difference between the Final Inventory Amount and the Estimated Inventory Amount; provided, however, if the difference (expressed as a positive number) between the Inventory Amount Target and the Final Inventory Amount is less than or equal to the Inventory Collar Amount, then Buyer shall pay to Seller an amount equal to the difference between the Inventory Amount Target and the Estimated Inventory Amount.

(e) Subject to the determination of any adjustments to the Estimated Purchase Price pursuant to Section 2.3(d), the following payments shall be made, as applicable:

(i) if any amounts are owed to Seller in accordance with Section 2.3(d) (such amount, the “Adjustment Surplus Amount”), then:

(A) Buyer shall pay (or caused to be paid) to ROC (on behalf of itself and, if and to the extent applicable, Seller), by wire transfer of immediately available funds to a bank account designated in writing by ROC, the Adjustment Surplus Amount; and

(B) Buyer and ROC shall execute and deliver a joint written instruction to the Escrow Agent directing the Escrow Agent to release the Adjustment Escrow Amount, to ROC (on behalf of itself and, if and to the extent applicable, Seller).

(ii) if any amounts are owed to Buyer in accordance with Section 2.3(d) (such amount, the “Adjustment Deficit Amount”), then Buyer and ROC shall execute and deliver a joint written instruction to the Escrow Agent directing the Escrow Agent to release from the Adjustment Escrow Account and pay to Buyer an amount equal to such Adjustment Deficit Amount, and in the event that such Adjustment Deficit Amount:

(A) *is greater than* the Adjustment Escrow Amount, then ROC shall pay, or cause to be paid, to Buyer, by wire transfer of immediately available funds to a bank account designated in writing by Buyer, an amount equal to the remaining portion of such Adjustment Deficit Amount to Buyer; or

(B) *is less than* the Adjustment Escrow Amount, Buyer and ROC shall execute and deliver a joint written instruction to the Escrow Agent directing the Escrow Agent to release from the Adjustment Escrow Account any remaining amounts in the Adjustment Escrow Account (after payment of such Adjustment Deficit Amount from the Adjustment Escrow Account to Buyer), to ROC (on behalf of itself and, if and to the extent applicable, Seller).

(f) Any payments made pursuant to this Section 2.3 shall be treated by the parties hereto as an adjustment to the Purchase Price for Tax purposes and shall be reported as such by the parties hereto on their Tax Returns, in each case to the greatest extent permitted by applicable Law.

2.4 Withholding. Buyer and its applicable Affiliates may deduct and withhold from any consideration otherwise payable pursuant to this Agreement any amounts required to be deducted and withheld under applicable Law. To the extent that such amounts are deducted and withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person with respect to which such deduction and withholding was made.

ARTICLE 3
CLOSING AND DELIVERIES

3.1 Closing. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall occur simultaneously with the closing of the transactions contemplated by the Firearms Asset Purchase Agreement. The Closing shall take place remotely by the electronic exchange of documents and signatures, or such other date or place as may be agreed upon on the third (3rd) Business Day following the satisfaction or, to the extent permitted by this Agreement, waiver of each of the conditions set forth in Article 10 of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction, or waiver to the extent permitted by this Agreement, of such conditions), or such other date as may be agreed to by Seller and Buyer, which date shall not be earlier than the first (1st) day following the entry of the Sale Order by the Bankruptcy Court (the “Closing Date”). The Closing shall be deemed effective for all purposes as of 12:01 a.m. Central Time on the Closing Date (the “Calculation Time”).

3.2 Seller’s Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) a joint payment instruction letter, duly executed by ROC, directing the Escrow Agent to immediately release the balance of the Good Faith Deposit from the Good Faith Deposit Escrow Account to ROC;

(b) all of the Acquired Assets, together with a duly executed Bill of Sale, substantially in the form of Exhibit 3 (the “Bill of Sale”), along with one or more duly executed and/or endorsed certificates of title and other evidence of transfer of motor vehicles and instruments of conveyance appropriate for the applicable Acquired Assets, each as reasonably requested by Buyer and otherwise in form and substance customary for transactions of this nature and reasonably acceptable to Buyer; provided that Seller’s conveyance of deliverables relating to the Arkansas Property shall be governed by Section 3.2(j);

(c) an assignment and assumption agreement for the Assumed Contracts and the Assumed Liabilities, duly executed by any applicable Seller, substantially in the form of Exhibit 4 (each, an “Assignment and Assumption Agreement”);

(d) an assignment agreement covering (i) the trademark and patent registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, (ii) the Internet domain name registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, and (iii) general assignments of all other Acquired Intellectual Property, duly executed by any applicable Seller and substantially in the form of Exhibit 6 (the “Intellectual Property Assignment Agreement”);

(e) a transition services agreement, by and between Seller and Buyer (or one of Buyer’s Affiliates), duly executed by any applicable Seller, substantially in the form of Exhibit 7 (the “Transition Services Agreement”);

(f) the Adjustment Escrow Agreement, duly executed by ROC;

(g) a duly executed certificate from an officer of Seller, solely in such capacity on behalf of Seller, dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer, certifying that the conditions set forth in Section 10.2(a) and Section 10.2(b) have been satisfied;

(h) a copy of the Sale Order as entered by the Bankruptcy Court;

(i) an affidavit executed by ROC and each applicable Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b) along with an executed IRS Form W-9, certifying that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code;

(j) possession of the Arkansas Property, together with duly executed special warranty deed conveying fee simple title in the Arkansas Property to Buyer, which shall be (i) expressly subject only to the Permitted Liens, and (ii) otherwise in form and substances reasonably acceptable to Buyer and Seller, and any corresponding and necessary transfer, transfer tax or withholding forms;

(k) a standard and commercially reasonable form of Owner's Affidavit, duly executed by Seller, as reasonably required by the Title Company in connection with the Title Policy;

(l) certificates or lost stock affidavits representing all of the RLC Shares, duly endorsed in blank or accompanied by (as applicable) stock powers duly executed in blank in proper form for transfer; and

(m) evidence, in form and substance reasonably satisfactory to Buyer, of the resignations or removal of the Class A Directors (as defined in the Certificate of Incorporation of RLC) and any officers of RLC appointed by RA Brands, such resignations or removal to be effective concurrently with the Closing.

3.3 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered:

(a) the following payments:

(i) to Seller, cash in an amount equal to the Estimated Purchase Price minus (A) the Good Faith Deposit, and (B) the Adjustment Escrow Account, by wire transfer of immediately available funds to the account or accounts designated by Seller no less than three (3) Business Days prior to the Closing Date;

(ii) to the Escrow Agent, the Adjustment Escrow Amount, by wire transfer of immediately available funds in accordance with the terms of the Adjustment Escrow Agreement;

(b) to Seller, a joint payment instruction letter, duly executed by Buyer, directing the Escrow Agent to immediately release the balance of the Good Faith Deposit from the Good Faith Deposit Escrow Account to ROC;

- (c) the Assignment and Assumption Agreement, duly executed by Buyer;
- (d) the Intellectual Property Assignment Agreement, duly executed by Buyer;
- (e) the Adjustment Escrow Agreement, duly executed by Buyer;
- (f) the Transition Services Agreement, duly executed by Buyer; and
- (g) a duly executed certificate from an officer of Buyer, solely in such capacity on behalf of Buyer, dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer, certifying that the conditions set forth in Section 10.1(a) and Section 10.1(b) have been satisfied.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as of (unless otherwise specified in the applicable provisions of this Article 4) the Effective Date and as of the Closing Date as follows:

4.1 Corporate Organization. Each entity comprising Seller is duly formed or incorporated and validly existing and in good standing under the laws of its respective state of domicile. Subject to any necessary authority from the Bankruptcy Court, each entity comprising Seller has the requisite corporate or limited liability company power and authority to conduct the Business as now being conducted and to carry out its obligations under this Agreement. Each entity comprising Seller is qualified, licensed, registered, and in good standing (to the extent such concept is applicable) in each jurisdiction in which the ownership or lease of property or the conduct of the Business requires such qualification, license or registration except where the failure to be so qualified, licensed or registered or in good standing (to the extent such concept is applicable) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Authorization and Validity. Each entity comprising Seller has the corporate or limited liability company power and authority necessary to enter into this Agreement and each Ancillary Agreement to which it is a party and, subject to (a) the Bankruptcy Court's entry of the Sale Order and such other authorization as is required by the Bankruptcy Court, and (b) the termination or expiration of the waiting period under the HSR Act (if applicable), to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each Ancillary Agreement to which each entity comprising Seller is a party has been duly authorized by all necessary corporate or limited liability company action by the boards of directors or managers of such entity comprising Seller, as applicable, and no other corporate or limited liability company proceedings are necessary for the performance by Seller of its obligations hereunder or thereunder or the consummation by Seller of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Seller, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Buyer, is a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

4.3 No Conflict or Violation. The execution and delivery by Seller of this Agreement and any of the Ancillary Agreements to which Seller is a party, the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements (subject to (x) the

Bankruptcy Court's entry of the Sale Order and (y) the termination or expiration of the waiting period under the HSR Act, if applicable), and compliance by Seller with any of the provisions hereof or thereof, do not and will not (whether with notice, lapse of time or both), except to the extent excused by applicable Restructuring Law, (i) conflict with or result in any breach of any provision of the respective certificates of incorporation or formation of Seller or the respective by-laws or operating agreements of Seller, (ii) violate any provision of applicable Law or any Order applicable to Seller or any of its properties or assets, and (iii) except as set forth on Schedule 4.3, require any consent under, or give any third party any rights of termination, amendment, suspension, revocation or cancellation of, any Material Contract or Permit of Seller. Other than the Bankruptcy Court's entry of the Sale Order, no authorization or approval or other action by, and no notice to or filing with, any Government (other than as required pursuant to the HSR Act, if applicable) will be required to be obtained or made by Seller in connection with the execution, delivery and performance by Seller of this Agreement or any Ancillary Agreement to which it is a party and the consummation by Seller of the transactions contemplated hereby and thereby.

4.4 Title and Ownership.

(a) Schedule 1.1(b) sets forth a true, complete and correct list of all tangible assets that are material to the operation of the Business as currently conducted.

(b) Seller has good title to, or right by license, lease or other agreement to use, the Acquired Assets. Subject to the entry of the Sale Order, at the Closing, Seller will have the right to transfer the Acquired Assets to Buyer free and clear of all Liens, other than Liens included in the Assumed Liabilities and Permitted Liens.

(c) All of the material equipment, machinery, vehicles and other tangible assets of the Business, included in the Acquired Assets are suitable for use by Buyer to conduct the Business as currently conducted by Seller in all materials respects.

4.5 Compliance with Law. Except as set forth on Schedule 4.5, (a) Seller has operated the Business in material compliance with all applicable Laws, and (b) except as may result from the Bankruptcy Case, Seller has not received written notice of any violation of any applicable Laws, nor is Seller in default with respect to any Order applicable to the Acquired Assets.

4.6 Remington Licensing Corporation.

(a) Capitalization.

(i) To the Knowledge of Seller (A) the authorized capital stock of RLC consists of (1) 100 shares of Class A Common Stock, par value \$0.00 per share, all of which are outstanding, and (2) 100 shares of Class B Common Stock, par value \$0.00 per share, all of which are outstanding, (B) other than as set forth in the foregoing clause (A), there are no other Equity Interests of RLC issued or outstanding as of the Effective Date, (C) RLC does not have any Subsidiaries, and (D) RLC does not own, directly or indirectly, or have the right to acquire, any Equity Interests of any Person.

(ii) To the Knowledge of Seller, all of the RLC Shares have been duly authorized, are validly issued, and are owned of record and beneficially by RA Brands, free and clear of all Liens (other than restrictions on future transfers arising under the Securities Act of 1933, as amended and applicable state securities Laws). The RLC Shares constitute fifty percent (50%) of the outstanding Equity Interests of RLC.

(b) Assets; Liabilities. To the Knowledge of Seller, except for the Trademarks set forth on Schedule 4.6(b), RLC does not hold any right, title or Interest in or to any properties, assets, Contracts, Interests, or other rights. RLC has no outstanding obligations to pay, perform or discharge any Liabilities.

4.7 Material Contracts and Leases.

(a) Complete and correct copies (including all material modifications and amendments thereto) of the 365 Contracts and the Material Contracts have been made available to Buyer.

(b) Each Assumed Contract constitutes a legal, valid, binding and enforceable obligation of Seller and, to the Knowledge of Seller and assuming due authorization, execution, delivery and performance by each other party thereto, each other party thereto, and is in full force and effect in accordance with its terms, except as enforceability may be limited by the application of Restructuring Law. To the Knowledge of Seller, no Occurrence has occurred which, with the passage of time or the giving of notice, or both, would, subject to the application of Restructuring Law (1) constitute a material default under or a material violation of any Material Contract or (2) cause the acceleration of any obligation of Seller or, to the Knowledge of Seller, any other party thereto or the creation of a Lien upon any Acquired Asset. Neither Seller nor, to the Knowledge of Seller, any other party thereto is in breach or violation of or default under any Material Contract in any material respect and, to the Knowledge of Seller, no Occurrence has occurred that, with the lapse of time or the giving of notice or both, would, subject to the application of Restructuring Law (x) constitute a default thereunder by Seller or (y) permit or cause the termination, non-renewal or modification thereof or acceleration or creation of any right or obligation thereunder, in each case except as would not, individually or in the aggregate, reasonably be expected to be adversely material to the Business or the Acquired Assets.

4.8 Permits. Schedule 4.8 sets forth a true, complete and correct list of all Permits maintained by Seller that are material to the operation of the Business. All such Permits are currently held by Seller and are in full force and effect. Seller has not received written notice of material default under any such Permit or that such Permit shall not be renewed, and no violations exist in respect of any such Permits.

4.9 Real Property.

(a) Seller has good, insurable, and valid fee simple title to the Arkansas Property, which will be subject only to the Permitted Liens at Closing. Seller does not currently lease or otherwise grant the right to use or occupy any parcel or any portion of any parcel of the

Arkansas Property to any other Person. There are no outstanding options, rights or first offer or rights of first refusal to purchase the Arkansas Property or any portion thereof or interest therein.

(b) Seller has not received written notice of any condemnation, expropriation or other Proceedings with eminent domain pending or threatened, with respect to the Arkansas Property.

(c) To the Knowledge of Seller, all material improvements or facilities located on the Arkansas Property are presently used and operated in compliance, in all material respects, with all covenants, easements, restrictions or similar provision in any instrument of record or other unrecorded agreement affecting the Arkansas Property, and Seller has not received any written notice of any such non-compliance that is material to the operation of the Business.

4.10 Financial Statements. Seller has made available to Buyer true, complete and correct copies of each of (a) the unaudited balance sheet of the Business (the “Balance Sheets”) as of December 31, 2018 and December 31, 2019 (December 31, 2019 shall be referred to herein as the “Balance Sheet Date”) and the related unaudited statements of income/loss, operations, and stockholders equity and cash flows of the Business for the fiscal years then ended and (b) the unaudited interim balance sheet of the Business as of June 30, 2020 (the “Latest Balance Sheet”), and the related unaudited interim statements of income/loss, operations, and stockholders equity and cash flows for the six (6) month period then ended (collectively, the “Financial Statements”). Each of the Financial Statements fairly present, in conformity with GAAP applied on a consistent basis (except as may be indicated in the notes thereto), the financial position of the Business as of the dates thereof and its results of income, operations, and stockholder’s equity and cash flows of the Business for the periods then ended (subject, in each case, to normal year-end adjustments in the case of the Latest Balance Sheet).

4.11 No Undisclosed Material Liabilities. There are no material Liabilities (whether accrued, absolute, contingent or otherwise) of the Business, other than (a) Liabilities reflected, accrued for, or specifically reserved or against in, or otherwise expressly provided on the face of the Latest Balance Sheet; (b) Liabilities incurred in the ordinary course of business, consistent with past practices, since the Balance Sheet Date (none of which result from any violation of Law); (c) Liabilities incurred in connection with the transactions contemplated by this Agreement; (d) Liabilities that will constitute Excluded Liabilities; and (e) Liabilities that would not reasonably be expected to be material to the Business taken as a whole.

4.12 Absence of Certain Changes. Other than as a result of the Bankruptcy Case, other preparations for filing for relief under the Bankruptcy Code and COVID Restrictions, from the Balance Sheet Date, the Business has been conducted, and the Acquired Assets have been maintained and operated, in the ordinary course and consistent in all material respects with past practices and there has not been any Occurrence (other than those arising from preparations for filing for relief under the Bankruptcy Code and COVID Restrictions) that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than those arising from preparations for filing or filing for relief under the Bankruptcy Code and COVID Restrictions, between the Balance Sheet Date and the Effective Date, (a) there has not been any material loss, damage or destruction to, or any interruption in the use of, any of the assets used in the operation of the Business (whether or not covered by insurance), other than ordinary wear and tear, (b) Seller has not granted any powers of attorney that affect the Business, and (c)

Seller has not taken any action that, if taken after the Effective Date, would require the consent of Buyer pursuant to Section 6.4.

4.13 Proceedings. Except for those arising from the Bankruptcy Case, there is no Proceeding or Order (other than the COVID Restrictions) pending, outstanding or to the Knowledge of Seller, threatened by any Person, relating to the Business, the Acquired Assets or Assumed Liabilities, that (a) is material to the Business or the Acquired Assets or that could reasonably be expected to give rise to any material Liability of Buyer or be materially adverse to the ownership or use by Buyer of the Acquired Assets after the Closing; (b) would challenge the validity or enforceability of the obligations of Seller under this Agreement and the Ancillary Agreements to which it is a party or (c) is against Seller and seeks to prevent, restrain, materially delay, prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby or by any of the Ancillary Agreements. Except as set forth on Schedule 4.13, there is no Order enjoining Seller from engaging in or continuing any conduct or practice, or requiring Seller to take any material action, in connection with the ownership, lease, possession, use or operation of the Acquired Assets owned or held by Seller, and Seller is not, nor are any of its respective Affiliates, is subject to any outstanding Order relating to the Business, the Acquired Assets, or Assumed Liabilities other than, in each case, COVID Restrictions and Orders of general applicability or arising from the Bankruptcy Case.

4.14 Intellectual Property.

(a) Schedule 1.1(j) contains a true, complete and correct list of all registrations and applications for registration of the Intellectual Property that is owned by Seller and used or held for use by Seller and is material to the ownership, operation and/or management of the Business that is subject to issuance, registration, or application by or with any Government or authorized private registrar in any jurisdiction (collectively, "Registered Intellectual Property"), setting forth for each item: (i) the record owner, and, if different, the legal owner and beneficial owner of such item; (ii) the jurisdiction in which such item is issued, registered or pending; (iii) the issuance, registration, filing or application date and serial or identification number of such item; and (iv) for domain names, the registrant, the registrar, and the expiration date. Schedule 1.1(j) sets forth a true, complete and correct list of all material unregistered Intellectual Property that is owned by Seller and used or held for use by Seller in connection with the ownership, operation and/or management of the Business, including all such material unregistered Trademarks, product designs, and trade secrets (by high level description only) (such material unregistered Intellectual Property, together with the Registered Intellectual Property, the "Acquired Material IP").

(b) Schedule 1.1(g) contains a true, complete and correct list of:

(i) each license, sublicense, consent to use agreement, settlement, coexistence agreement, covenant not to sue, waiver, release, or other express grants or right to use which a Seller has granted to any third party with respect to any Intellectual Property that is primarily used or held for use by Seller in the ownership, operation and/or management of the Business, other than non-exclusive end user licenses granted in the ordinary course of business and licenses granted to service providers solely permitting the provision of services to Seller ("IP Outbound Licenses"); and

(ii) each license, sublicense, consent to use agreement, settlement, coexistence agreement, covenant not to sue, waiver, release, or other express grants of or right to use which any third party has granted to Seller and is primarily used in the ownership, operation and/or management of the Business, other than licenses or service Contracts providing rights to use and/or access to commercially available off-the-shelf software licensed pursuant to non-negotiated standard end-user object code shrink-wrap or click-wrap licenses (“IP Inbound Licenses” and together with the IP Outbound Licenses, the “IP Licenses”).

(c) Except as set forth on Schedule 4.14, the Acquired Material IP is, to the Knowledge of Seller, valid, enforceable and subsisting. To the Knowledge of Seller, Seller has a right to use, all Intellectual Property used or held for use in connection with the operation of the Business by Seller as currently conducted. To the Knowledge of Seller, the Acquired Intellectual Property, together with all Intellectual Property licensed under the Business IP Licenses and Assumed Contracts (the “Licensed Intellectual Property”), constitute all of the Intellectual Property primarily used in the operation of the Business as currently conducted.

(d) To the Knowledge of Seller, the operation of the Business by Seller does not infringe, misappropriate or otherwise violate, and has not infringed, misappropriated or otherwise violated, any Intellectual Property of any Person. Seller has not received any written notice since the date that is six (6) years prior to the Effective Date alleging that the operation of the Business or any Acquired Intellectual Property or Licensed Intellectual Property infringes, misappropriates, or otherwise violates the Intellectual Property of any other Person (including any notice inviting Seller to take a license under any Intellectual Property of a third party or consider the applicability of any Intellectual Property of a third party to the conduct of the Business). To the Knowledge of Seller, no Person is infringing, misappropriating or otherwise violating any Acquired Intellectual Property and no such actions are currently being asserted or threatened against any Person by Seller. Seller has not sent any written notice since the date that is six (6) years prior to the Effective Date alleging a Person has infringed, misappropriated or otherwise violated any Acquired Intellectual Property.

(e) Seller is in actual possession of and/or has control over, and has the right to use a copy of all Data, data sets and databases that are materially necessary for the conduct of the Business (including as related to legacy products and products that have been or are in the process of being developed), including Seller’s operation of its enterprise resource planning (ERP) systems (collectively, “Business Data”). All such Business Data is included as part of the Acquired Assets. For the avoidance of doubt, Business Data does not include any database Software used to access such Business Data. The Business Data required to operate Seller’s enterprise resource planning (ERP) systems is located at Seller’s owned facility in Raleigh, North Carolina. The only deployed cloud-based SAP systems used in the operation of the Business are C4C (used by Consumer Services / Call Center) and LMS (used by HR for salary learning management).

(f) To the Knowledge of Seller, there has been no unauthorized access, loss, damage use, sharing, modification, or other misuse of any Personal Information by Seller. Except as set forth on Schedule 4.14(f), Seller has not received any notice of any claims, investigations (including investigations by any Government) or alleged violations of applicable Laws with respect to Personal Information processed by Seller.

(g) All of the IT Systems are material for the conduct of the Business are owned by, or validly licensed, leased or supplied under a written Contract with a Seller, and they comprise all of the IT Systems that are required to carry on the Business as it was carried out as of immediately prior to the Closing. Such IT Systems are in good and working order and have been maintained consistently with the recommendations of the relevant manufacturers and suppliers of such IT Systems. To the Knowledge of Seller, Seller has not suffered any material security breaches that have resulted in a third-party obtaining access to any material confidential information of Seller or of any customers or of other third parties.

4.15 Environmental, Health and Safety Matters.

(a) Except for the recognized environmental conditions set forth in the Environmental Phase I Reports, the Acquired Assets and the operation of the Business are and, at all times during the prior five (5) years have been, used and/or operated in compliance in all material respects with applicable Environmental Laws, Seller has not received any written notice alleging noncompliance with or violation of applicable Environmental Laws from any Government or other Person, the subject of which is unresolved and that reasonably could be expected to result in a Liability of the Business, and there is no Proceeding or Order pending, outstanding, or threatened in writing against Seller pursuant to Environmental Laws with respect to the Acquired Assets or the operation of the Business.

(b) Except for the recognized environmental conditions set forth in the Environmental Phase I Reports, there has been no Environmental Release of any Hazardous Substances by Seller or any third Person on, under, in or at the Acquired Assets, any property now or previously owned, operated or leased by Seller or any third-party location, and Seller has not generated, manufactured, sold, handled, treated, recycled, stored, transported, disposed of, arranged for the disposal of, or placed any Hazardous Substance, in each case, in a manner that could reasonably be expected to give rise to any material Liabilities to Seller under Environmental Laws.

(c) Seller has not received any written notice that any Acquired Assets or property now or previously owned, operated or leased by Seller is listed or is proposed for listing on the National Priorities List pursuant to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Comprehensive Environmental Response, Compensation and Liability Information System List (CERCLIS), any Government-operated registry of contaminated land sites requiring investigation or cleanup, and as of the Closing, no Lien (other than Permitted Liens) shall encumber either the personal or real property included in Acquired Assets under any Environmental Law.

(d) To the Knowledge of Seller, except as described in the Environmental Phase I Reports there are no current or proposed requirements under Environmental Law which would require material capital expenditures in the next twelve (12) months that are not reflected on the Latest Balance Sheet. Seller has not agreed to assume any actual potential Liability under any Environmental Laws of any other Person relating to the Business.

(e) To the Knowledge of Seller, neither the execution, delivery nor performance of this Agreement nor the consummation of the transactions contemplated thereby

will trigger any reporting, investigation or remedial obligations under any property transfer Environmental Laws. Seller has made available to Buyer true, complete and correct copies of all non-privileged environmental site assessments and audit reports (including Phase I or Phase II reports) and any other material information relating to environmental, health and safety matters concerning the Business or the Acquired Assets in the custody or control of Seller.

4.16 Product Liability; Warranties. Seller has made available to Buyer a true, complete and correct standard warranty to the material products of the Business manufactured, sold or delivered since January 1, 2019 (to the extent any such warranty is offered by Seller in respect of the applicable product). Except as would not, individually or in the aggregate, reasonably be expected to have a material Liability on the Business, there have been no material design, manufacturing or other defects, latent or otherwise, with respect to any products of the Business sold by Seller since January 1, 2019, or which violate applicable Law or any of the Business's standard warranty or warranties. Since January 1, 2019, Seller has not received in writing any evidence of incidents of product tampering with the products of the Business by Seller, its employees or agents or any other third parties that would reasonably be expected to result in any material Liability to the Business.

4.17 Security Arrangements. Schedule 4.17 sets forth a true, complete and correct list of all bonds, letters of credit and guarantees posted by Seller with any Government or any third parties and relating to the Acquired Assets.

4.18 Customers and Suppliers.

(a) Schedule 4.18(a) sets forth a true, complete and correct list of the five (5) largest customers, including distributors, of the Business, taken as a whole, for the twelve (12) months ended December 31, 2019 (determined on the basis of the total dollar amount of sales) (collectively, the "Material Customers") showing the total dollar amount of gross sales to each such Material Customer during such period.

(b) Schedule 4.18(b) sets forth a true, complete and correct list of the five (5) largest suppliers of the Business, taken as a whole, for the twelve (12) months ended December 31, 2019 (determined on the basis of the total dollar amount of purchases) (collectively, the "Material Suppliers"), in each case, showing the total dollar amount of purchases by the Business from each such Material Supplier during such period.

(c) From the Balance Sheet Date through the Effective Date, Seller has not received in writing any evidence that a Material Customer or Material Supplier has terminated, materially reduced, or otherwise materially changed its business with the Business or provided written, notice to Seller stating that it intends to terminate, materially reduce or otherwise materially change its business with the Business or that it is materially dissatisfied with the performance of the Business (or any portion thereof).

4.19 Trade and Anti-Corruption.

(a) Neither Seller, nor any of its respective officers, directors, or employees, nor, to the Knowledge of Seller, any agent or third party representative of the Business or any Seller with respect to the Business, is currently or has in the last five (5) years been: (A) a Sanctioned Person; (B) operating in, organized in, conducting business with, or otherwise

engaging in dealings with or for the benefit of any Sanctioned Person or in any Sanctioned Country, except to the extent authorized by governmental license or governmental authorization; or (C) otherwise in violation of any Sanctions and Import/Export Control Laws or U.S. antiboycott requirements (collectively, “Trade Controls”). Neither the Business, nor, to the extent related to the Business, Seller is or has within the past five (5) years been the subject of any Proceeding or inquiry by any Government regarding any offense or alleged offense under Trade Controls or Anti-Corruption Laws (including by virtue of having made any disclosure relating to any offense or alleged offense), and no such Proceeding or inquiry has been threatened or are pending and there are no circumstances likely to give rise to any such Proceeding or inquiry.

(b) None of Seller, nor, to the Knowledge of Seller, any of its Representatives or any other Person acting on or behalf of Seller has, in connection with or relating to the Business or the Acquired Assets, directly or indirectly, violated the U.S. Foreign Corrupt Practices Act of 1977 or any other Laws relating to the prevention of corruption and bribery (collectively, the “Anti-Corruption Laws”). Seller has in place and maintains policies, procedures and controls with respect to the Business that are reasonably designed to promote and ensure compliance with Anti-Corruption Laws in each jurisdiction in which the Business operates. There is no pending or threatened investigation, inquiry, or enforcement Proceeding upon the Business, Seller or the Acquired Assets by any Government regarding any offense or alleged offense under Anti-Corruption Laws. None of the current officers, directors or employees of Seller is an employee of any Government or of any instrumentality of a Government.

(c) The Business has been conducted and the Acquired Assets have been operated in material compliance with all applicable Trade Controls and anti-money laundering and financial record-keeping and reporting laws. Seller has maintained and currently maintains (i) books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Business, and (ii) internal accounting controls reasonably designed to provide reasonable assurances that all transactions and access to assets of the Business were, have been and are executed only in accordance with management’s general or specific authorization. There is no pending or threatened investigation, inquiry, or enforcement Proceeding upon the Business or the Acquired Assets by any Government regarding any actual or possible violation of any anti-money laundering or financial record-keeping and reporting laws, and there has been no such Proceeding.

4.20 Brokers. Except for fees and expenses payable to Ducera Partners LLC, Seller has not incurred any obligation or Liability, contingent or otherwise, for brokerage or finders’ fees or agents’ commissions or other similar payments in connection with this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby for which Buyer is or will become liable.

4.21 Employment Matters.

(a) There has been no union organizing campaigns or activity in the past three (3) years related to the Business. There are no controversies, strikes, slowdowns, work stoppages or any other material labor disputes involving any Employee, nor have there been any such controversies, strikes, slowdowns or work stoppages in the past three (3) years involving any Employee. There are no grievances or unfair labor practice complaints pending against Seller before the National Labor Relations Board or any other Government with respect to any Employee.

(b) Seller has made available to Buyer a true, complete and correct list of all Employees by: name; title or position; status (part-time, full-time, exempt or non-exempt) whether paid on a salaried, hourly or other basis; current base salary or wage rate (including all shift differentials); current target bonus, if applicable; start date; service reference date; work location (city and state); PTO entitlement formula; amount of accrued but unused PTO by category; and an indication of whether or not such Employee is on leave of absence and the nature/cause of any such absence. All Employees are authorized to work in the United States. Seller has made available to Buyer a true, complete and correct list of all Employees who are independent contractors of Seller and all leased employees of the Business by: job position or function; work location (city and state); hourly pay rate or other compensatory arrangement; hire date; regular hours per work week; term of engagement; and the total amount paid by Seller to such Person in 2019.

(c) Seller has complied with the WARN Act, and any applicable state mini-WARN Act as it related to the Business.

4.22 Taxes. Except as set forth on Schedule 4.22:

(a) Seller has timely filed (taking into account any extensions of time for such filings that have been properly and timely requested) all Tax Returns that were required to be filed. All such Tax Returns are complete and accurate in all material respects. All Taxes owed by Seller (whether or not shown on any Tax Return) have been paid. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction in which Seller does not file Tax Returns that Seller is or may be subject to Tax by that jurisdiction.

(b) There are no pending or threatened audits, investigations, disputes, notices of deficiency, claims or other actions for or relating to any Liability for Taxes of Seller or with respect to the Business or the Acquired Assets. Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(c) The unpaid Taxes of Seller did not, as of the Balance Sheet Date, exceed the reserve for Tax Liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Balance Sheets (rather than in any notes thereto). Since the Balance Sheet Date, Seller has not incurred any Liability for Taxes outside the ordinary course of business consistent with past practice.

(d) No Acquired Asset (i) constitutes “tax-exempt use property” within the meaning of Section 168(h) of the Code, (ii) is “tax-exempt bond financed property” within the meaning of Section 168(g) of the Code, (iii) secures any debt the interest of which is tax-exempt under Section 103(a) of the Code or (iv) is subject to a Section 467 rental agreement as defined in Section 467 of the Code.

(e) Seller has never been a party to, or participated in, a transaction that is or is substantially similar to a “reportable transaction,” as such term is defined in Treasury Regulations Section 1.6011-4(b)(1), or any other transaction requiring disclosure under analogous provisions of state, local or foreign Tax Law.

(f) There are no Liens for Taxes (and no Government shall have proposed or threatened any Liens for Taxes) on any of the Acquired Assets, in each case other than Permitted Liens.

(g) None of the Acquired Assets is an interest in a Person (other than RLC) taxable as a corporation, partnership, disregarded entity, trust or real estate mortgage investment conduit for U.S. federal income tax purposes.

(h) Seller has never executed or entered into any agreement with, or obtained any consents or clearances from, any Government with respect to Taxes, or has been subject to any ruling guidance that would be binding on Buyer for any Tax period (or portion of any Tax period) beginning after the Closing Date.

(i) Seller is not a party to, bound by, or has any obligation under any Tax sharing or Tax indemnity agreement or similar Contract or arrangement other than any customary commercial agreement entered into in the ordinary course of business a primary subject matter of which is not Taxes.

(j) To the Knowledge of Seller (i) RLC has timely filed (taking into account applicable extensions of time for such filings that have been properly and timely requested) all Tax Returns that were required to be filed, and all such Tax Returns are complete and accurate in all material respects, (ii) all Taxes owed by RLC (whether or not shown on any Tax Return) have been fully and timely paid, (iii) RLC has not been subject to any audit or other proceeding by any Government with respect to Taxes for any period for which the statute of limitations has not expired, and (iv) no such audit or other proceeding has been threatened in writing with respect to any Taxes due from or with respect to RLC.

(k) RLC is not and has never been a member of an affiliated group within the meaning of Section 1504(a) of the Code (or any similar group defined under a similar provision of state, local, or foreign Law) filing a consolidated Tax Return, nor does it have any Liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 or any analogous or similar provision of Law, by Contract, as a transferee or successor, or otherwise.

4.23 Warranties Exclusive. The representations and warranties contained in this Article 4 (as modified by the Schedules hereto), any Ancillary Agreement or any certificate delivered in connection herewith are the only representations or warranties given by Seller and all other express or implied warranties are disclaimed. Without limiting the foregoing and subject to the representations and warranties set forth herein, the Acquired Assets are otherwise conveyed "AS IS", "WHERE IS" and "WITH ALL FAULTS" and all warranties of merchantability or fitness for a particular purpose are disclaimed. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS Article 4 (AS MODIFIED BY THE SCHEDULES HERETO), ANY ANCILLARY AGREEMENT OR ANY CERTIFICATE DELIVERED IN CONNECTION HEREWITH, SELLER AND SELLER'S AFFILIATES AND THEIR RESPECTIVE RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (A) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (B) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY

RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES, (C) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR RELATED PERSONS OR (D) THE CONDITION OF THE ACQUIRED ASSETS, INCLUDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR OTHER LAWS.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the Effective Date and as of the Closing Date as follows:

5.1 Corporate Organization. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the jurisdiction of its incorporation. Buyer has the requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted and to carry out its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party.

5.2 Qualification to do Business. Buyer is duly qualified to do business as a foreign corporation and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary, except where the failure to be so qualified would not or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

5.3 Authorization and Validity. Buyer has the requisite corporate power and authority necessary to enter into this Agreement and each of the Ancillary Agreements to which Buyer is a party, and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and those Ancillary Agreements to which Buyer is a party have been duly authorized by all necessary corporate action by the board of directors (or equivalent), and no other corporate proceedings are necessary for the performance by Buyer of its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party, or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement and each of the Ancillary Agreements to which Buyer is a party have been duly and validly executed and delivered by it and are valid and binding obligations of Buyer enforceable against it in accordance with their respective terms.

5.4 No Conflict or Violation. Neither the execution and delivery by Buyer of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor the consummation of the transactions contemplated hereby or thereby, nor compliance by Buyer with any of the provisions hereof or thereof, will (a) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws (or equivalent documents) of Buyer, (b) violate any provision of Law, or any Order applicable to Buyer or any of its properties or assets (subject to (x) the Bankruptcy Court's entry of the Sale Order and (y) the termination or expiration of the waiting period under the HSR Act, if applicable), or (c) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including but not limited to, any right of termination, amendment, cancellation or

acceleration) under, any of the terms, conditions or provisions of any contract, indenture, note, bond, lease, license or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject, except, in each case, for any such violations, breaches, defaults or other Occurrences that would not or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

5.5 Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (a) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (b) for entry of the Sale Order by the Bankruptcy Court; (c) as required pursuant to the HSR Act, if applicable), or (d) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

5.6 Adequate Assurances Regarding Assumed Contracts. Buyer is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

5.7 Financial Capability. Buyer and any Buyer Acquisition Vehicle currently has or at Closing will have available funds necessary to consummate the transactions contemplated by this Agreement, including the acquisition of the Acquired Assets and assumption of the Assumed Liabilities, and the payment therefor to Seller of the Purchase Price and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer is a party on the terms and subject to the conditions contemplated hereby and thereby.

5.8 Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Business, the Acquired Assets and the Assumed Liabilities, operations, technology, assets, liabilities, financial condition and prospects of the Business as formerly carried on by Seller and acknowledges that Seller has provided Buyer with reasonable access to the personnel, properties, premises and records of the Business for this purpose. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Bankruptcy Case. In entering into this Agreement, Buyer (i) acknowledges that neither Seller nor any of its Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Article 4 (which are subject to the limitations and restrictions contained in this Agreement), any Ancillary Agreement or any certificate delivered in connection herewith; and (ii) agrees, to the fullest extent permitted by Law, that none of Seller, its Affiliates or any of their respective Related Persons shall have any Liability or responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including in contract or tort, under federal or state securities Laws or otherwise, but excluding misrepresentation or concealment arising from actual fraud of Seller) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including in respect of the specific representations and warranties of

Seller set forth in this Agreement, except, with regard to Seller, for the representations and warranties contained in Article 4), any Ancillary Agreement or any certificate delivered in connection herewith and, with respect to such representations and warranties, subject to the limitations and restrictions contained in this Agreement.

5.9 Warranties Exclusive. The representations and warranties contained in this Article 5, any Ancillary Agreement or any certificate delivered in connection herewith are the only representations or warranties given by Buyer and all other express or implied warranties are disclaimed.

ARTICLE 6 COVENANTS OF THE PARTIES

6.1 Efforts to Close; Further Assurances.

(a) Efforts of Seller. Between the Effective Date and the Closing Date (or the earlier termination of this Agreement pursuant to Article 11) Seller shall use commercially reasonable efforts to (i) obtain all necessary consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement and the Ancillary Agreements to which Seller is a party, (ii) take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) maintain the Acquired Assets substantially in accordance with Seller's current practices and procedures (as adjusted for the effects of any then-applicable COVID Restrictions).

(b) Efforts of Buyer. Between the Effective Date and the Closing Date (or the earlier termination of this Agreement pursuant to Article 11), Buyer shall use commercially reasonable efforts to (i) obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements.

(c) Further Assurances. After the Closing, at the cost of the requesting party, Seller and Buyer shall, and Seller and Buyer shall cause its Affiliates to, execute, acknowledge and deliver all such further actions, as may be reasonably necessary or appropriate to sell, transfer, convey, assign and deliver fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Seller and its successors and permitted assigns, the assumption of the Assumed Liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective or evidence the transactions contemplated by this Agreement.

(d) Additional Seller Entities. Between the Effective Date and the Closing Date (or the earlier termination of this Agreement pursuant to Article 11), if either party discovers that any of the rights, interests, properties, or other assets constituting the Acquired Assets is owned by a Subsidiary of Seller who is not a party to this Agreement, Seller shall promptly cause such Subsidiary to become a Seller hereunder as if an original party hereto (by delivering a joinder in form and substance reasonably acceptable to Buyer) and promptly transfer (or cause to be transferred) all such applicable assets to Buyer in accordance with the terms of this Agreement. Prior to such Subsidiary of Seller becoming a Seller hereunder, Seller shall cause any such Subsidiary to hold all such applicable assets in trust for the benefit of Buyer.

6.2 Access to Properties and Documents; Buyer Confidentiality. Seller shall afford to Buyer, and to the Representatives of Buyer, reasonable access (subject to any then-applicable COVID Restrictions) during normal business hours throughout the period from the Effective Date until the Closing Date (or the earlier termination of this Agreement pursuant to Article 11) to all Documents of Seller relating to the Acquired Assets and the Assumed Liabilities. Upon reasonable prior notice, Seller shall also afford Buyer access that is reasonable under the circumstances, taking into account any then-applicable COVID Restrictions, during normal business hours, to all Acquired Assets, and to Seller's Representatives, throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 11). The rights of access contained in this Section 6.2 are granted subject to, and on, the following terms and conditions: (i) any such investigation shall not include physical testing or sampling and will be conducted in a reasonable manner; and (ii) all information provided to Buyer or Representatives by or on behalf of Seller or its Representatives (whether pursuant to this Section 6.2 or otherwise) will be governed and protected by the Confidentiality Agreement, dated as of May 22, 2020 by and between Buyer and ROC (the "Confidentiality Agreement"). The terms of the Confidentiality Agreement shall continue in full force and effect until the Closing, at which time the Confidentiality Agreement shall terminate. In the event of the termination of this Agreement for any reason prior to the Closing, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms. Buyer shall indemnify, defend and hold harmless (i) Seller, (ii) the lessors of any Leased Real Property, and (iii) Seller's and such lessors' respective Affiliates and Related Persons from and against any and all losses, costs and expenses (including, attorneys' fees and disbursements) suffered or incurred by such Persons in connection with any bodily injury or physical damage on the Arkansas Property or the Leased Real Property to the extent caused by Buyer or its Representatives in connection with the exercise of the right of access pursuant to this Section 6.2.

6.3 Seller Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates, Representatives and successors-in-interest to, treat and hold as confidential, and shall not use or disclose (a) any documents and information concerning Buyer, or any of its Affiliates, furnished to it by Buyer or its Representatives in connection with this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby, and (b) any information regarding the Business or the Acquired Assets, including trade secrets, know-how or confidential information of the Business (such information in clause (b), the "Confidential Information"). In the event that Seller or any of its Affiliates, Representatives and/or successors-in-interests, is requested or required (by oral question or request for information or documents in any Proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Seller shall use commercially reasonable efforts to promptly notify Buyer of the request or requirement so that Buyer may seek, at its sole cost and expense, an appropriate

protective order or waive compliance with the provisions of this Section 6.3. If, in the absence of a protective order or the receipt of a waiver hereunder, Seller is, on the advice of counsel, legally required to disclose any such information, Seller may disclose such information to the requesting authority; provided, however, that Seller shall use commercially reasonable efforts to obtain, at the reasonable request of Buyer and at Buyer's sole cost, an order or other assurance that confidential treatment will be accorded to such portion of the information required to be disclosed as Buyer shall designate in good faith.

6.4 Operation of the Business. Except (a) as otherwise contemplated or permitted by this Agreement or the Ancillary Agreements, (b) with the prior consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or (c) in connection with any Order relating to the Bankruptcy Case, between the Effective Date and the Closing Date, Seller shall (A) use its commercially reasonable efforts to operate the Business in all material respects in the ordinary course consistent with current practices (after taking into account Seller's status as a debtor-in-possession and any COVID Restrictions), (B) not remove or dispose of any Owned FF&E, other than Inventory; and (D) notify Buyer of any notices relating to or proposed changes affecting Seller's insurance policies covering any of the Acquired Assets.

6.5 Adequate Assurances Regarding Assumed Contracts. With respect to each Assumed Contract, Buyer shall provide adequate assurance of the future performance of such Assumed Contract by Buyer; provided that, for clarity the failure to provide adequate assurance shall not be a breach of this Section 6.5 if Buyer has undertaken reasonable efforts to provide such assurance. Buyer agrees that it will promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including, furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer's employees and Representatives available to testify before the Bankruptcy Court.

6.6 Wrong Pockets. If between the Closing Date and the Wind-Up Date (a) Buyer or any of its Subsidiaries holds any Excluded Assets or Excluded Liabilities or (b) Seller or any Affiliate holds any Acquired Assets or Assumed Liabilities, Buyer or Seller, as applicable, will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other party hereto, including with respect to any revenue associated with any Acquired Intellectual Property. Prior to any such transfer, the party receiving or possessing any such asset will hold it in trust for the benefit of such other party without any additional cost or consideration.

6.7 Cure of Defaults. Subject to Section 1.5(a) and Section 1.5(e), (a) Buyer shall, without any adjustment to the Purchase Price, as of the Closing or, in respect of any Assumed Contract for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing (including any Disputed Contract and any Assumed Contract pursuant to which a Supplemental Notice of Assumption and Assignment has been served on or before the Closing), immediately following the entry of such Order, cure any and all defaults under the Assumed Contracts, including paying the Buyer Cure Amount, which defaults are required to be cured under the Bankruptcy Code, so that such Assumed Contracts may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code and (b) Seller shall, without any adjustment to the Purchase Price, as of the Closing or, in respect of any Assumed

Contract for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing, then immediately following the entry of such Order, pay the applicable Seller Cure Amount.

6.8 Released Claims. Effective as of the Closing Date, Buyer, on behalf of itself and its Affiliates and each of their respective employees, directors, officers, shareholders, and advisors, hereby covenants and agrees that it shall not, except in the case of fraud, (a) assert any Claims that constitute Acquired Assets to the extent such Claims have been, or are at any time thereafter, released by or on behalf of Seller or any other Person pursuant to the Plan, an Order of the Bankruptcy Court, or otherwise or (b) pursue, prosecute or assert any rights related to any Claims against employees, officers or directors of Seller, including in any of the foregoing cases by way of offset or recoupment.

6.9 Insurance. Notwithstanding anything to the contrary in this Agreement, each of Seller and Buyer acknowledge and agree that from and after the Closing, to the extent that any Seller has the right to pursue a claim under any occurrence-based insurance policy that covers or may reasonably be expected to cover in whole or in part any Assumed Liability assumed by Buyer (each such Assumed Liability, an “Excluded Policy Covered Loss” and each such insurance policy, an “Excluded Insurance Policy”), Seller shall (to the extent requested in writing from time to time by Buyer) use commercially reasonable efforts to file and pursue on behalf of Buyer claims under any applicable Excluded Insurance Policy for such Excluded Policy Covered Loss on behalf of Buyer. To the extent that Seller actually collects proceeds under any applicable Excluded Insurance Policy pursuant to this Section 6.9, Seller shall promptly remit to Buyer the portion of such proceeds that are attributable to the applicable Acquired Asset and/or Assumed Liability. Seller shall not, without the prior written consent of Buyer, amend, modify or waive any of its rights under the applicable Excluded Insurance Policies to the extent that doing so could reasonably be expected to adversely affect any coverage thereunder of Buyer. Subject to the following sentence, Seller shall retain the exclusive right to control claims under such Excluded Insurance Policies, provided that Buyer shall have the right, but not the duty, to monitor such claims. Upon the request of Buyer, Seller shall use commercially reasonable efforts to cause Buyer to be added as an insured on any applicable Excluded Insurance Policy covering or potentially covering Excluded Policy Covered Losses with respect to which Buyer is or may be a Buyer. Notwithstanding anything to the contrary in this Section 6.9, the parties hereto obligations under this Section 6.9 shall cease upon the Wind-Up Date.

6.10 No Successor Liability. The parties intend that upon the Closing, Buyer and its Affiliates shall not and shall not be deemed to: (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor, to Seller, including, a “successor employer” for the purposes of the Code, ERISA, or any other applicable Laws, including with respect to any Pension Plan or any other Employee Benefit Plans; (b) have any responsibility or Liability for any obligations of Seller, or any Affiliate of Seller based on any theory of successor or similar theories of Liability; (c) have, de facto or otherwise, merged with or into any Seller; (d) be an alter ego or a mere continuation or substantial continuation of any of any Seller (and there is no continuity of enterprise between Buyer and any Seller), including, within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to Seller’s Liability under such law, rule or

regulation or doctrine; or (e) be holding itself out to the public as a continuation of any of any Seller or their respective estates.

6.11 Notification of Certain Matters. From and after the Effective Date through the Closing (or the earlier termination of this Agreement pursuant to Article 11), Seller shall use commercially reasonable efforts to promptly notify Buyer in writing of the discovery by any Seller of (a) any Occurrence that occurred or existed on or prior to the Effective Date that caused or constitutes a material breach of or a material inaccuracy in any representation or warranty made by Seller in this Agreement; (b) any Occurrence that occurs, arises or exists after the Effective Date that could cause or constitute a material breach of or a material inaccuracy in any representation or warranty made by Seller in this Agreement if: (i) such representation or warranty had been made as of the time of the Occurrence or (ii) such Occurrence had occurred, arisen or existed on or prior to the Effective Date; (c) any material breach of any covenant or obligation of Seller, and (d) any Occurrence that is reasonably likely to make the timely satisfaction of any of the conditions set forth in Article 10 impossible or unlikely; provided that the delivery of any notice pursuant to this Section 6.11 will not limit the remedies available to Buyer under or with respect to this Agreement.

6.12 Real Property Matters. From and after the Effective Date until the Closing (or the earlier termination of this Agreement pursuant to Article 11), Seller shall, at no out-of-pocket cost or expense to Seller, use commercially reasonable efforts to assist Buyer in obtaining the following:

(a) a commitment for a 2006 ALTA Owner's Title Insurance Policy for the Arkansas Property (such policy together with a copy of all documents referenced therein, the "Title Commitment"), issued by a title insurance company satisfactory to Buyer (the "Title Company"), provided that, (A) any failure to obtain the Title Commitment for any reason other than Seller's failure to assist Buyer pursuant to this Section 6.12 shall not be a breach of or default under of this Agreement, and (B) Buyer obtaining the Title Commitment or a title insurance policy ("Title Policy") resulting therefrom, or any other form of title insurance, shall not be a condition to Buyer's performance of its obligations under this Agreement or Buyer's consummation of the transactions contemplated by this Agreement; and

(b) a survey for the Arkansas Property, dated no earlier than the Effective Date, prepared by a surveyor licensed in the jurisdiction of the Arkansas Property conforming to 2016 ALTA/ACSM Minimum Detail Requirements for Land Title Surveys, (the "Survey").

6.13 Acquired Permits. Between the Closing Date and the Wind-Up Date, if not transferred pursuant to the terms hereof, Seller shall cause each Acquired Permit to be retained in its name until the applicable Government transfers such Acquired Permit to Buyer in order to allow Buyer to obtain such Acquired Permits in its own name. Immediately upon the Closing Date and to the extent allowed by and in accordance with applicable Law, Seller shall grant or cause to be granted to Buyer the right to use the Acquired Permits to conduct the Business as permitted by such Acquired Permits. From and after the Effective Date, Seller shall make available to Buyer each person who is required to sign all requisite transfer applications and other documents necessary or appropriate to effect the transfer of the Acquired Permits, and Seller shall cause such persons to execute and deliver all such applications and documents. As of the Closing Date and thereafter until the Wind-Up Date, Seller shall, without further consideration or the obligation to

incur any costs or expenses, use commercially reasonable efforts to cooperate with Buyer, including by the execution of such documents and instruments as may reasonably be deemed necessary or desirable to cause Buyer or its Affiliates (to the extent permitted under applicable Law): (i) to be allowed to operate on the Acquired Permits, including, designating Buyer as an “operator” under the Acquired Permits and approving and signing all operator change forms or revisions prepared by Buyer at or immediately after the Closing; and (ii) to receive transfer of such Acquired Permits or to become the successor thereto as the Government may require.

6.14 HSR Act.

(a) If applicable, subject to the terms and conditions of this Agreement, each of the parties will (i) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Antitrust Laws to consummate the transactions contemplated by this Agreement, (ii) if the transactions contemplated hereby require a Notification and Report Form pursuant to the HSR Act, use commercially reasonable efforts to file such Notification and Report Form with respect to the transactions contemplated by this Agreement within five (5) Business Days following the entry of the Sale Order, supplying as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act and (iii) use commercially reasonable efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as practicable; provided, however, nothing in this Section 6.14, or otherwise in this Agreement, shall require Buyer to take any action that would prohibit or limit in any respect, or place any conditions on, the ownership or operation by Buyer or its Subsidiaries or Affiliates of any portion of the business or assets of Buyer or its Subsidiaries or Affiliates, or compel Buyer or its Subsidiaries or its Affiliates to dispose of, divest, hold separate or license any portion of the business, assets or any intellectual property rights of Buyer or any of its Subsidiaries or Affiliates, respectively, in each case as a result of the transactions contemplated by this Agreement.

(b) In connection with the efforts referenced in Section 6.14(a) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under the HSR Act or any other Antitrust Law (if applicable), each of the parties shall use commercially reasonable efforts to (i) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other parties informed in all material respects of any material communication received by such party from, or given by such party to, the Federal Trade Commission (the “FTC”), the Antitrust Division of the Department of Justice (the “DOJ”) or any other Government authority and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated by this Agreement and (iii) permit the other parties to review any material communication given to it by, and consult with each other in advance of any meeting or conference with, the FTC, the DOJ or any other Government authority in connection with any proceeding by a private party. The foregoing obligations in this Section 6.14(b) shall be subject to the Confidentiality Agreement with respect to the confidential information of Buyer and Seller, and any attorney-client, work product or other privilege, and each of the parties to this Agreement will coordinate and cooperate fully with the other parties to this Agreement in exchanging such information and providing such assistance as such other parties may reasonably request in connection with the foregoing. Any competitively sensitive information that is disclosed pursuant to this Section 6.14(b) will be limited

to each party's respective counsel and economists pursuant to a separate customary confidentiality agreement.

ARTICLE 7
ADDITIONAL AGREEMENTS

7.1 Bankruptcy Matters.

(a) Backup Bidder. In the event that an Auction is conducted, and Seller does not choose Buyer as the Successful Bidder, but instead determines that Buyer submits the second highest or second best bid for all or a portion of the Acquired Assets at Auction and chooses Buyer as the Backup Bidder (in accordance with and as defined in the Bidding Procedures Order) with respect to the Business, Buyer agrees that it will keep the "Backup Bid" (as defined in the Bidding Procedures Order) with respect to the Business open and irrevocable until the earlier of 5:00 p.m. (prevailing Central Time) on the date that is sixty (60) days after the date of entry of the Bankruptcy Court's Order approving the Alternative Transaction and the closing date of the Alternative Transaction. Notwithstanding anything to the contrary in this Agreement, Seller may also identify and enter into agreements respecting (x) a "back-up" bid relating to an Alternative Transaction, and/or (y) a liquidation sale of all or a portion of the Inventory and the other assets of Seller, in either case to become effective in the event Buyer does not perform in accordance with the terms of this Agreement.

(b) Notice to Holders of Liens, Claims and Interests. Seller has provided notice of the Sale Order to all holders of Liens, Claims and Interests in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and any other applicable Order of the Bankruptcy Court.

(c) Entry of Sale Order. Seller has filed with the Bankruptcy Court one or more motions which, collectively, seek the entry by the Bankruptcy Court of the Sale Order. Seller shall use commercially reasonable efforts to secure the entry of the Sale Order and any other necessary Orders to close the sale of the Acquired Assets, and to consummate the transactions contemplated by this Agreement. Buyer agrees that it will take such actions that are reasonably requested by Seller to assist in securing the entry of any such Orders to close the sale of the Acquired Assets, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. In the event that the entry of the Sale Order and any other necessary Orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Seller and Buyer will cooperate in determining and pursuing the response to any such appeal, petition or motion and Seller and Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion.

(d) Seller will use commercially reasonable efforts to give Buyer reasonable advance notice and proposed drafts of all pleadings, motions, Orders, notices, hearings, and other Proceedings related to this Agreement and the transactions contemplated hereby, and will provide

Buyer and its counsel with a reasonable opportunity to review such papers prior to filing with the Bankruptcy Court unless such advance notice is impossible or impracticable under the circumstances, in which case Seller will deliver copies of such papers substantially simultaneously with the filing with the Bankruptcy Court.

7.2 Transition Arrangements.

(a) Access Covenant. Upon reasonable request from Seller, following the Closing Date, Buyer shall afford to Seller, and to the Representatives of Seller, including any administrator of the Plan or Seller's estate, reasonable access (subject to any then-applicable COVID Restrictions), to the pre-closing books and records relating to the Business as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan or otherwise. Such access will include reasonable access to Buyer's personnel, information technology systems and books and records. Buyer will provide such services free of any charges, fees or rents; provided, that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead, but may include temporary service workers, at customary and reasonable hourly costs, if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

(b) Transitional License. Effective upon the Closing, for a period not to exceed one hundred and eighty (180) calendar days or until the Wind-Up Date (if earlier), Buyer shall grant Seller a non-exclusive, royalty-free right and license to use the Remington Brand and the Business Names, solely in connection with the wind-down and liquidation of Seller's estate and the conclusion of the Bankruptcy Case, including for purposes of administering a plan of liquidation of the Excluded Assets, reconciling claims and making distributions.

(c) Transitional Regulatory Matters. From the Effective Date until the Closing Date, Buyer and Seller shall each use commercially reasonable efforts to cooperate in the registration of Buyer as licensee, as of and conditional upon the Closing, under the Critical Licenses.

(d) Trademark License Agreement. In the event that the Firearms Asset Purchase Agreement is terminated in accordance with its terms, then, if requested in writing by Seller, Buyer shall enter into a license agreement with the Backup Bidder (as defined in the Bidding Procedures Order) with respect to the Firearms Business or any other purchaser of the Firearms Business, in each case, in order to license the Remington Brand in accordance with the terms and conditions set forth in the Trademark License Agreement attached hereto as Exhibit 8 (the "Trademark License Agreement").

ARTICLE 8 EMPLOYEES AND EMPLOYEE BENEFITS

8.1 Transferred Employees. Within ten (10) days after entry of the Sale Order, Buyer shall offer employment, effective as of the Closing, to substantially all of the non-management Employees engaged in the Business (i) located at the Arkansas Property or (ii) that are otherwise approved by Buyer following the Effective Date, including those Employees set forth on Schedule 8.1 (which, for the avoidance of doubt, may be updated by Buyer, in its discretion, prior to the Closing) (the “Offered Employees”). Subject to applicable Law, each such offer shall include a waiver of any costs related to the termination of employment of such Offered Employee by Seller in connection with the transactions contemplated by this Agreement (including any severance or WARN Act payments), as against Buyer, Seller and their respective Affiliates. If the Closing occurs, any Offered Employees who accept any such offer and commence employment with Buyer no later than five (5) days after the Closing Date (or with respect to any Offered Employee on an approved leave of absence as of the Closing, upon such Offered Employee’s return from leave within sixty (60) days of Closing) are referred to in this Agreement as the “Transferred Employees”.

8.2 Employment Tax Reporting. With respect to Transferred Employees, Buyer and Seller shall use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment Tax reporting.

8.3 Benefits. For the twelve (12) month period following the Closing, Buyer shall, or shall cause an Affiliate of Buyer to, provide (whether under existing or newly-established Buyer compensation or benefits plans (collectively, the “Buyer Plans”)) to each Transferred Employee and their eligible dependents benefits that are no less favorable to the applicable Transferred Employee in the aggregate than the practice, plans, policies or Contracts in effect for similarly situated employees of Buyer, excluding any defined benefit pension plans and equity plans or agreements. If applicable, for purposes of eligibility, vesting and the calculation of the eligibility for and amount of vacation, sick pay or severance under Buyer Plans, Buyer shall credit each Transferred Employee with his or her years of service with Seller to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under a comparable Employee Benefit Plan; provided, however, that no such service recognition shall result in any duplication of benefits or apply to any defined benefit pension plans or equity plans or agreements. In addition, to the extent it has the right to do so, Buyer shall use commercially reasonable efforts to (a) waive under any health or welfare plans maintained by Buyer for Transferred Employees any pre-existing condition limitations and eligibility waiting periods for Transferred Employees and their eligible dependents (but only to the extent such pre-existing condition limitations, eligibility waiting periods and evidence of insurability requirements were satisfied under Seller’s comparable health plans as of the Closing Date), and (b) provide that the dollar amount of all eligible expenses incurred by Transferred Employees and their eligible dependents during the calendar year in which the Closing Date occurs shall be taken into account for purposes of satisfying the applicable deductibles, co-payments or out-of-pocket limitations for such calendar year under the relevant Buyer’s health or welfare plans.

8.4 WARN Act. Buyer shall not, at any time prior to ninety (90) days after the Closing Date, effectuate a “plant closing” or “mass layoff” (as those terms are defined in the WARN Act) affecting the Transferred Employees without complying in full with the WARN Act.

8.5 Third Party Beneficiary. No provision of this Article 8 shall (a) create any third party beneficiary or other rights in any Employee or former employee (including any beneficiary or dependent thereof) of Seller, Buyer or any other Person, (b) constitute or create, or be deemed to constitute or create, an employment agreement or employee benefit plan, (c) constitute or be deemed to constitute an amendment to any employee benefit plan sponsored or maintained by Seller or Buyer, or (d) alter or change the employment at-will status of any Employees.

ARTICLE 9 TAXES.

9.1 Taxes Related to Purchase of Assets. All recording and filing fees and all federal, state and local sales, use, goods and services, stock transfer, real property transfer, stamp, registration, documentary, recording, excise, value-added or other similar Taxes imposed by any Government in connection with the transfer of the Acquired Assets or other transactions contemplated hereby that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and which are not exempt under Section 1146(a) of the Bankruptcy Code (collectively, "Transfer Taxes"), shall be borne by Buyer. Buyer and Seller agree to cooperate to determine the amount of Transfer Taxes payable in connection with the transactions contemplated under this Agreement. The party that is responsible for filing the required Tax Returns under applicable Law for or with respect to such Transfer Taxes shall timely file or cause to be timely filed such Tax Returns with the appropriate taxing authorities. Seller and Buyer shall cooperate in the preparation, execution and filing of all Tax Returns or other applicable documents for or with respect to Transfer Taxes at the reasonable request of the other party. The provisions of this Section 9.1 shall expressly survive Closing.

9.2 Cooperation on Tax Matters. Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other Proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

9.3 Allocation of Purchase Price. Within fifteen (15) days following the final determination of the Purchase Price in accordance with Section 2.3, Buyer shall deliver a schedule to Seller allocating the Purchase Price (and other amounts treated as purchase price for Tax purposes) among the Acquired Assets (the "Allocation"). Such allocation shall be made pursuant to Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local or non-U.S. Law, as appropriate). Seller and Buyer shall cooperate to resolve any disputes regarding the Allocation and shall prepare and file all Tax Returns related to the transactions contemplated by this Agreement, including IRS Form 8594, in a manner consistent with the Allocation.

9.4 FAET Matters. Buyer and Seller will cooperate and Buyer shall use commercially reasonable efforts to cause the Buyer or any Buyer Acquisition Vehicle to be registered with the Alcohol and Tobacco Tax and Trade Bureau as a "manufacturer" for purposes of the Firearms Ammunition and Excise Tax on or before the Closing Date.

ARTICLE 10
CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.

10.1 Conditions Precedent to Performance by Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 10.1(c)) may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Article 5 shall be true and correct on and as of the Closing Date as if again made by Buyer on and as of such date, except for such representations and warranties expressly stated to relate to an earlier date, in which case, as of such earlier date; provided, however, this condition shall be considered satisfied unless the failure of such representations or warranties to be true and correct, individually or in the aggregate, would reasonably be expected to have a material adverse effect on Buyer's ability to perform its obligations hereunder.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay, and authorize the release of, the Good Faith Deposit and the Purchase Price in accordance with the terms of this Agreement, which obligations shall be performed in all respects).

(c) Consents and Approvals.

(i) The Bankruptcy Court shall have entered the Sale Order and the Sale Order (A) shall be in full force and effect and (B) shall not have been stayed, amended, modified, or vacated.

(ii) The applicable waiting period under the HSR Act shall have expired or terminated (if applicable) and no court of competent jurisdiction or other Government shall have issued an order or taken any other action restraining, enjoining, or otherwise prohibiting the transactions contemplated by this Agreement pursuant to Antitrust Law.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Cure of Defaults. At or prior to the Closing, Buyer shall have cured, or made arrangements, satisfactory to Seller in its reasonable discretion, to promptly cure, any and all defaults under the Assumed Contracts (other than any Disputed Contract and any Assumed Contract pursuant to which a Supplemental Notice of Assumption and Assignment has been served, but with respect to which a Supplemental Designated Contract Order has not been entered) that are required to be cured under the Bankruptcy Code, so that such Assumed Contracts may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(f) Consummation of Closing under Firearms Asset Purchase Agreement. The transactions contemplated by the Firearms Asset Purchase Agreement shall be completed simultaneously with the Closing hereunder.

(g) Buyer's Deliveries. Buyer shall have delivered to Seller all of the items set forth in Section 3.3.

10.2 Conditions Precedent to Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 10.2(c)) may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. All of the representations and warranties made by Seller in Article 4 (without giving effect to any qualifications or exceptions as to "materiality" or "Material Adverse Effect" set forth therein) shall be true and correct in all respects on and as of the Closing Date as if again made by Seller on and as of such date, in each case, except for such representations and warranties expressly stated to relate to an earlier date, in which case, as of such earlier date; provided, however, that this condition shall be considered satisfied unless the failure of such representations or warranties to be true and correct, has individually or in the aggregate had a Material Adverse Effect.

(b) Performance of the Obligations of Seller. Seller shall have performed all obligations required under this Agreement to be performed by it on or before the Closing Date in all material respects.

(c) Consents and Approvals.

(i) The Bankruptcy Court shall have entered the Sale Order and the Sale Order (A) shall be in full force and effect and (B) shall not have been stayed, amended, modified, or vacated.

(ii) The applicable waiting period under the HSR Act shall have expired or terminated (if applicable) and no court of competent jurisdiction or other Government shall have issued an order, or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement pursuant to Antitrust Law.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Satisfaction of Conditions under Firearms Asset Purchase Agreement. The conditions to Closing (as that term is defined in the Firearms Asset Purchase Agreement) set out in Article 10 of the Firearms Asset Purchase Agreement shall have been satisfied or waived in accordance with the terms of the Firearms Asset Purchase Agreement.

(f) Consummation of Closing under Firearms Asset Purchase Agreement. The transactions contemplated by the Firearms Asset Purchase Agreement shall be completed simultaneously with the Closing hereunder.

(g) Seller's Deliveries. Seller shall have delivered to Buyer all of the items set forth in Section 3.2.

ARTICLE 11 TERMINATION.

11.1 Conditions of Termination. This Agreement may be terminated at any time before the Closing:

(a) by mutual written consent of Seller and Buyer;

(b) by Seller, by written notice to Buyer, upon a breach of any covenant or agreement on the part of Buyer, or if any representation or warranty of Buyer shall have become untrue, in each case, such that the conditions set forth in Section 10.1(a) or Section 10.1(b) would not be satisfied, including a breach of Buyer's obligation to consummate the Closing; provided that (i) if such breach is curable by Buyer then Seller may not terminate this Agreement under this Section 11.1(b) unless Buyer has been promptly notified (in writing) of such breach and such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) five (5) Business Days after Seller notifies Buyer of such breach and (ii) the right to terminate this Agreement pursuant to this Section 11.1(b) shall not be available to Seller at any time that Seller is in material breach of, any covenant, representation or warranty hereunder;

(c) by Buyer, by written notice to Seller, upon a breach of any covenant or agreement on the part of Seller, or if any representation or warranty of Seller shall have become untrue, in each case, such that the conditions set forth in Section 10.2(a) or Section 10.2(b) would not be satisfied; provided that (i) if such breach is curable by Seller then Buyer may not terminate this Agreement under this Section 11.1(c) unless Seller has been promptly notified (in writing) of such breach and such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) five (5) Business Days after Buyer notifies Seller of such breach and (ii) the right to terminate this Agreement pursuant to this Section 11.1(c) shall not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder;

(d) by written notice of either Buyer or Seller (to the other party), if the Closing shall not have occurred on or before the date that is twenty one (21) calendar days after the entry of the Sale Order (the "Outside Date"); provided, however, that (i) if, on such date, the conditions to Closing set forth in Section 10.1(c)(ii) and Section 10.2(c)(ii) are applicable and shall not have been fulfilled but all the other conditions to Closing set forth in Article 10 have been satisfied (other than those conditions which, by their terms, are to be satisfied or waived at the Closing), then Buyer may, in its discretion, upon written notice to Seller and upon an additional deposit into the Good Faith Deposit Escrow Account in an amount equal to eight million, one hundred and forty thousand United States Dollars (\$8,140,000) (the "Good Faith Deposit Additional Amount"),

elect to extend the Outside Date by an additional thirty (30) calendar days (in which case, such date shall become the “Outside Date” for all purposes of this Agreement); provided that if such date is not a Business Day, then the next immediately available Business Day shall become the “Outside Date” for all purposes of this Agreement, and (ii) neither party shall be permitted to terminate this Agreement pursuant to this Section 11.1(d) if the failure of the Closing to have occurred by the Outside Date was caused by the breach or action or inaction of such party.

(e) by Buyer, by written notice to Seller, or by Seller, by written notice to Buyer, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Case into a case under Chapter 7 of the Bankruptcy Code, appointing a trustee in the Bankruptcy Case, or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or the occurrence of any of the foregoing;

(f) by written notice of either Buyer or Seller (to the other party), if the Bankruptcy Court has not entered the Sale Order on or before October 16, 2020;

(g) by Buyer, by written notice to Seller, or by Seller, by written notice to Buyer, upon (i) any announcement by Seller at the close of an Auction held in accordance with the Bidding Procedures Order that Buyer is not the Successful Bidder or the Backup Bidder, or (ii) the consummation of an Alternative Transaction;

(h) by Buyer, by written notice to Seller, if any creditor of Seller or its Affiliates obtains relief from the stay to foreclose on, or otherwise take possession of, a material portion of the Acquired Assets;

(i) by Buyer, by written notice to Seller, following any occurrence of the Termination Notice Date (as defined in the Cash Collateral Order), unless as of the Termination Notice Date, Seller has obtained (1) use of Cash Collateral or (2) debtor-in-possession financing in an amount at least sufficient to fund the Budget (as defined in the Cash Collateral Order) for the remaining period thereof;

(j) by Buyer, by written notice to Seller, upon any announcement by Seller at the close of an Auction held in accordance with the Bidding Procedures Orders that the Firearms Buyer is not the successful bidder for the Firearms Business (in accordance with the terms of the Firearms Asset Purchase Agreement);

(k) by Buyer, by written notice to Seller, if the Firearms Asset Purchase Agreement is terminated in accordance with its terms; and

(l) by written notice of either Buyer or Seller (to the other party), if, by the Outside Date (as extended, if applicable, in accordance with Section 11.1(d)), the conditions to Closing set forth in Section 10.1(c)(ii) and Section 10.2(c)(ii) (in the event that such conditions are applicable) shall not have been fulfilled, but all the other conditions to Closing set forth in Article 10 have been satisfied (other than those conditions which, by their terms, are to be satisfied or waived at the Closing); provided, however, that neither party shall be permitted to terminate this Agreement pursuant to this Section 11.1(l) if the failure of the Closing to have occurred by the Outside Date was caused by the breach or action or inaction of such party.

11.2 Effect of Termination; Remedies.

(a) In the event that this Agreement is terminated as provided herein, then each of the parties will be relieved of its duties and obligations arising under this Agreement after the date of such termination and there will be no Liability or obligation on Buyer, any Seller or any of their respective Representatives; provided, however, that Section 2.2, this Article 11, Article 12, and Article 13 shall survive any such termination and will be enforceable hereunder; and provided, further that nothing in this Section 11.2 will be deemed to release any party from Liability for any willful breach of this Agreement prior to such termination and nothing in this Section 11.2 shall be deemed to interfere with (i) the parties' rights set forth in Section 12.9, or (ii) Seller's rights to receive and retain the Good Faith Deposit, Buyer's obligation to direct the Escrow Agent to release the Good Faith Deposit to Seller, or Seller's obligation to direct the Escrow Agent to return the Good Faith Deposit to Buyer, in each case as provided in Section 2.2.

(b) Notwithstanding anything to the contrary herein, (i) Seller's right to receive and retain the Good Faith Deposit, as set forth in Section 2.2(b)(ii) and Section 2.2(b)(iii), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. If this Agreement is terminated in a manner in which Seller is entitled to receive the Good Faith Deposit in accordance with Section 2.2(b)(ii) or Section 2.2(b)(iii), and Seller receives the Good Faith Deposit instead of any remedies available to Seller pursuant to Section 12.9, then such amount shall be the sole and exclusive remedy (at law, in equity or otherwise) available to Seller (other than in accordance with Section 11.2(a)) and any other Person against Buyer, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Buyer, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby, and (ii) Buyer's right to receive the Good Faith Deposit and any claims of Buyer against Seller or the estate, in each case, as set forth in Section 2.2(b)(iv) and Section 2.2(b)(v), shall be the sole and exclusive remedy (at law, in equity or otherwise) available to Buyer (other than in accordance with Section 11.2(a)) and any other Person against Seller, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Seller, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby. Each party hereto acknowledges and agrees that the agreements contained in this Section 11.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements the parties would not have entered into this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 No Survival of Representations and Warranties. None of the representations or warranties of Seller and Buyer set forth in this Agreement or in any certificate delivered pursuant

to Section 3.2(g) shall survive the Closing. The respective covenants and agreements of the parties hereto set forth in this Agreement or any Ancillary Agreement shall survive the Closing Date until they are fully performed or terminated in accordance with their respective terms, and in the absence of any specified time period, for the maximum duration permitted by Law.

12.2 Successors and Assigns. Prior to the Closing, neither Buyer nor Seller shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that Buyer may in its sole discretion assign its rights, obligations and Liabilities hereunder no later than three (3) days prior to the Closing Date to a Buyer Acquisition Vehicle. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

12.3 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

12.4 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.4.

12.5 Expenses. Except as expressly otherwise provided herein, each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated.

12.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall

remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

12.7 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John-Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Vista Outdoor Inc.
1 Vista Way
Anoka, MN 55303
Attention: Dylan S. Ramsey
Email: Dylan.Ramsey@VistaOutdoor.com

With a copy to (which copy alone shall not constitute notice):

Reed Smith LLP
599 Lexington Avenue
New York, NY 10022

Attention: Christopher M. Sheaffer
Email: CSheaffer@ReedSmith.com

(b) Any party may change its address for the purpose of this Section 12.7 by giving the other party written notice of its new address in the manner set forth above.

12.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.9 Specific Performance. The parties hereto agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur if any provision of this Agreement were not performed in accordance with the terms hereof, including if any of the parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement, and that the parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief without proof of damages or posting a bond or other security to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a party from pursuing other rights and remedies to the extent expressly provided for under this Agreement, at law or in equity. The right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, none of Buyer or any Seller would have entered into this Agreement.

12.10 Public Announcements. Promptly after the execution and delivery of this Agreement, the parties shall make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Thereafter, no party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed) unless a press release or public announcement is required by applicable Law, stock exchange requirements, or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law, stock exchange requirements, or Order of the Bankruptcy Court, the disclosing party shall use commercially reasonable efforts to give the non-disclosing party reasonable prior notice of, and an opportunity to comment on, the proposed disclosure. Notwithstanding anything to the contrary in this Section 12.10, (a) Seller shall file this Agreement, but not any Schedules or Exhibits hereto, with the Bankruptcy Court in connection with obtaining the Sale Order and (b) the parties may disclose any information that is reasonably required to be disclosed in confidence to a party's and its Affiliates' respective directors, officers, employees, professional advisers, current lenders and investors and other Representatives, in each case who are bound by customary obligations of confidentiality with respect to such disclosures.

12.11 Entire Agreement. This Agreement (including the Ancillary Agreements referenced herein), the Sale Order and the Confidentiality Agreement contain the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules to this Agreement and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

12.12 Exhibits and Schedules.

(a) The Schedules and Exhibits hereto are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

(b) The Schedules shall be construed with and as an integral part of this Agreement and any matter or item set forth therein shall be interpreted to the same extent as if it was set forth verbatim herein. The disclosure of any matter or item in any Schedule hereto shall not be deemed to constitute an acknowledgement that any such matter is required to be disclosed or is material.

12.13 Parties in Interest. Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall relieve or discharge the obligations or Liability of any third Persons to Seller or Buyer. This Agreement is not intended to nor shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

12.14 Bulk Sales Laws. Buyer waives compliance by Seller and Seller waives compliance by Buyer, with the provisions of the “bulk sales”, “bulk transfer” or similar laws of any state other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance. Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any security interests in the Acquired Assets, including any Liens or Claims arising out of the bulk transfer laws, other than the Assumed Liabilities and Permitted Liens, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

12.15 Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. As used in this Agreement, the word “including” and its derivatives means “without limitation” and its derivatives, the word “or” is not exclusive and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. When a reference in this Agreement is made to a “party” or “parties,” such reference shall be to a party or parties to this Agreement unless otherwise indicated. The phrases “made available,” “provided to” or similar

phrases, when used in reference to anything made available to Buyer or its Representatives, shall be deemed to mean uploaded to and made available to Buyer or its Representatives in the electronic data room established by Seller in connection with the transactions contemplated hereby, or otherwise delivered to, or being in the possession of, Buyer or its Representatives in each case, at least two (2) Business Days prior to the Effective Date.

12.16 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

ARTICLE 13 DEFINITIONS

13.1 Certain Terms Defined. As used in this Agreement, the following terms shall have the following meanings:

“365 Contract” means any of Seller’s executory Contracts or unexpired Leases used by Seller in connection with the ownership, operation and/or management of the Business, in each case, within the meaning of Section 365 of the Bankruptcy Code.

“Accounting Firm” means a nationally recognized accounting firm mutually agreed to by Buyer and Seller in writing.

“Accounts Receivable” means any and all accounts, notes, trade and other receivables owed to Seller, together with all security or collateral therefor and any interest or unpaid financing charges accrued thereon, including all Proceedings pertaining to the collection of amounts that are payable, or that may become payable, to Seller with respect to products sold or services performed on or prior to the Closing Date.

“Adjustment Escrow Account” means the sub-account designated by the Escrow Agent as the “Adjustment Escrow Sub-Account” into which the Adjustment Escrow Amount is deposited with the Escrow Agent and held by it, subject to disbursement as provided in this Agreement and in the Adjustment Escrow Agreement.

“Adjustment Escrow Agreement” means that certain escrow agreement by and among ROC, Buyer and the Escrow Agent governing the administration of the Adjustment Escrow Amount, in the form attached hereto as Exhibit 9.

“Adjustment Escrow Amount” means \$1,000,000.

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Alternative Transaction” means Seller consummating one or more transactions or series of transactions, whether a going concern sale, liquidation or otherwise, that involves a sale of all or any portion of the Business or the Acquired Assets by Seller, in either case to a purchaser or purchasers other than Buyer.

“Ancillary Agreements” means, collectively, the Assignment and Assumption Agreements, Intellectual Property Assignment Agreement, the Transition Services Agreement, deeds, and other certificates, affidavits and releases delivered pursuant to Article 3.

“Antitrust Law” means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other Laws and Orders, that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

“Arkansas Grant Agreement” means that certain Grant Agreement, dated January 21, 2016, by and between Remington Arms Company, LLC and Arkansas Economic Development Commission, as amended

“Arkansas Property” the Owned Real Property of the Business located at 2592 Arkansas Highway 15 N, Lonoke, Arkansas 72086 (consisting of tax parcels numbers 001-13127-001 and 001-13127-000), including all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto (including air, oil, gas, mineral, and water rights).

“ATF” means the United States Bureau of Alcohol, Tobacco, Firearms and Explosives.

“ATF Records” means all books and records related to the Business required to be maintained by the Bureau of Alcohol Tobacco and Firearms and transferred to successors under federal law, including 27 CFR 478.127 and 27 CFR 555.128.

“Auction” has the meaning set forth in the Bidding Procedures Order.

“Avoidance Actions” means any and all claims and remedies of Seller under Sections 510 and 542 through 553 of the Bankruptcy Code or under similar state laws including fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code.

“Balance Sheet Rules” means the Balance Sheet Rules listed on Exhibit 11.

“Base Amount” means \$81,400,000.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in Anoka, Minnesota or Huntsville, Alabama are authorized by Law or other governmental action to close.

“Business Name” means the trade names, trademarks, corporate names, service marks and domain names set forth on Schedule 13.1(a).

“Buyer Acquisition Vehicle” means a Creditworthy entity that is the indirect or indirect Subsidiary of, and controlled by, Buyer.

“Cash” means all cash and cash equivalents held by Seller, including all petty cash, register cash, undeposited checks, cash in transit and marketable securities (and including (i) any fee

reserves or escrows established by Seller, and (ii) any cash in the Dominion Account (as defined in the Priority Term Loan)); provided, however, that the Good Faith Deposit, the Purchase Price and the Adjustment Escrow Amount shall not be included in the definition of Cash.

“Cash Collateral” means the cash collateral securing the Exit Term Loan, the FILO Facility and the Priority Term Loan Facility.

“Cash Collateral Order” means the final Order of the Bankruptcy Court entered on August 20, 2020, authorizing, among other things, the Debtors’ use of Cash Collateral.

“CBA” means that certain Collective Bargaining Agreement between Remington Arms Company, LLC and International Union, United Mine Workers of America (2016-2022), as amended or otherwise modified from time to time.

“City of Huntsville Project Development Liabilities” means all liabilities arising under (a) that certain Project Development Agreement dated as of February 27, 2014, by and among the City of Huntsville, Alabama, Madison County, Alabama, The Industrial Development Board of the City of Huntsville, and Seller, as amended or otherwise modified from time to time, (b) that certain note issued by Seller to the City of Huntsville on February 27, 2014 in the original principal amount of \$12,500,000, and (c) that certain Mortgage and Security Agreement dated as of February 27, 2014, by Seller in favor of the City of Huntsville.

“Claims” encompasses the definition in Bankruptcy Code §101(5) and under this Agreement also includes any and all Liabilities, rights, credits, defenses, allowances, rebates, choses in action, rights of recovery, set-off, causes of action, civil or criminal, any contributions received from or owed to charitable or other organizations, assertions of legal or moral responsibility, in each case known or unknown, pending or threatened, at law or in equity, direct or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or inchoate, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or unasserted actions against Seller or any of its Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, Occurrence, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Closing Inventory Amount” means the Inventory Amount, determined in accordance with the Balance Sheet Rules, as of the Calculation Time.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any written or oral contract, agreement, indenture, note, bond, lease, license, premium finance arrangement, purchase order, sales order, warranty, guaranty, undertaking, understanding or other binding commitment, arrangement or other agreement of the Business, including all amendments thereto.

“Creditworthy” means sufficiently capitalized, to the reasonable satisfaction of Seller upon provision to Seller of substantiating documentary evidence, to be able to pay the Purchase Price.

“Critical Licenses” means all of those licenses issued by ATF that are necessary for Buyer to conduct the Business as currently conducted, including, Federal Firearm Licenses, Federal Explosives Licenses and SOT stamps.

“D&O Insurance” means the policy in effect as of the Effective Date that provides for insurance from Liability for current and former directors and officers of Seller, including insurance from liabilities with respect to all claims (including, under “tail” insurance coverage, those claims brought within six (6) years from the Closing Date) arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated by this Agreement).

“Data” means customer lists, correspondence, and other data relating to customers of the Business and all other reports, information and documentation collected or maintained by Seller regarding the visitors to websites owned or controlled by Seller.

“Data Protection Laws” means the data protection and privacy laws of each jurisdiction where Seller is established and those of each jurisdiction where any Personal Information is collected, transmitted, secured, stored, shared or otherwise processed by or on behalf of Seller, including, the General Data Protection Regulation (EU 2016/679) (GDPR), the e-Privacy Directive (Directive 2002/58/EC) and the e-Privacy Regulation (Regulation 2017/003) (once it takes effect), the California Consumer Privacy Act, Section 5 of the (U.S.) Federal Trade Commission Act and any and all laws and regulations governing privacy, cybercrime, use of electronic data, or unfair or deceptive trade practices.

“Distributor Agreements” means any Contract or any other arrangement with any sales representative or distributor of any Seller, including any sales representatives and distributors of the Business.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, surveys, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“Employee Benefit Plans” means (a) all “employee benefit plans,” as defined in Section 3(3) of ERISA, (b) all employment, consulting or other individual compensation agreements, and (c) all bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs or other plans, contracts, policies, agreements or arrangements that provide for compensation or employee benefits for any current or former employee, officer, director or independent contractor and as to which Seller has any obligation or Liability, contingent or otherwise.

“Employee Liabilities” means all Liabilities of Seller to or with respect to all Employees whenever arising and Liabilities of the type specified in Section 1114 of the Bankruptcy Code owing to retired employees of Seller, which are deemed to arise from any Employee Benefit Plan.

“Employee Records” means all employment and benefit records (in whatever form maintained) in the possession of Seller or its agents and pertaining to any Transferred Employee, or any spouse, dependent or other beneficiary of any such Transferred Employee.

“Employees” means all individuals, as of the Effective Date, employed by Seller or any of its Subsidiaries (including Employees who are absent due to COVID Restrictions or vacation, family leave, short-term disability, COVID 19-related furloughs or absences or other approved leave of absence) in connection with the ownership, operation and/or management of the Business.

“Environmental Laws” means all applicable federal, state and local statutes, ordinances, rules, Orders, regulations and other provisions having the force of law, all judicial and administrative Orders and determinations, and all common law concerning or relating to (a) pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health (as pertains to exposure to Hazardous Substance) or worker safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Substance. The term “Environmental Law” includes, but is not limited to, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, as amended, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq. and the California Safe Drinking Water and Toxic Enforcement Act of 1986 (also known as “Proposition 65”).

“Environmental Phase I Reports” means that certain Phase I Environmental Site Assessment of the Remington Arms Company, LLC property located at 2592 Arkansas Highway 15 N in Lonoke, Arkansas, dated August 2020, performed by Ramboll US Corporation.

“Environmental Release” means any presence, release, spill, emission, leaking, pumping, pouring, placing, injection, deposit, disposal, discharge, dispersal, dumping, emptying, migrating, escaping or leaching into, onto, under or through the environment.

“Equity Interests” means: (a) any shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, (b) any ownership interests in a Person other than a corporation, including membership interests, partnership interests, joint venture interests and beneficial interests; and (c) any warrants, options, convertible or exchangeable securities, calls or other rights to purchase or acquire any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means all trades or businesses (whether or not incorporated and whether or not subject to U.S. law) that would at the relevant time be treated together with Seller or any contributing employer in any Pension Plan as a “single employer” within the meaning of Section 414 of the Code or Section 4001 of ERISA.

“Escrow Agent” means Delaware Trust Company.

“Estimated Inventory Amount” means Seller’s good faith estimate of the Closing Inventory Amount, as set forth on the Pre-Closing Statement.

“Estimated Inventory Amount Excess” means the amount by which the Estimated Inventory Amount *exceeds* the Inventory Amount Target, subject to Section 2.3(a).

“Estimated Inventory Amount Shortfall” means the amount by which the Inventory Amount Target *exceeds* the Estimated Inventory Amount, subject to Section 2.3(a).

“Estimated Purchase Price” means an amount equal to (a) the Base Amount, plus or minus (b) the Estimated Inventory Amount Excess or the Estimated Inventory Amount Shortfall, as applicable.

“Exit Term Loan” means that certain Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of February 21, 2020, and that certain Amendment No. 5, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“FILO Facility” means that certain First Lien Last-Out Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of October 11, 2019, that certain Amendment No. 5 dated as of February 21, 2020, and that certain Amendment No. 6, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“Final Inventory Amount” means the Closing Inventory Amount as finally agreed or determined in accordance with Section 2.3(c).

“Firearms Business” has the meaning of “Business” as defined in the Firearms Asset Purchase Agreement.

“GAAP” means United States generally accepted accounting principles, as in effect from time to time.

“Government” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, or any state, county or municipality thereof, including the employees or agents thereof.

“Hazardous Substance” means any pollutants, contaminants, explosive materials, radioactive materials, chemicals, petroleum, petroleum products, or hydrocarbons, asbestos or any asbestos-containing material, per- and polyfluoroalkyl substances, polychlorinated biphenyls, toxic mold, mycotoxins or microbial matter (naturally occurring or otherwise), infectious waste or industrial, toxic or hazardous substances or any “contaminant,” “pollutant”, “hazardous waste,” “hazardous material”, “hazardous substance”, “extremely hazardous substance” or “toxic substance” or words of similar import under any applicable Environmental Law.

“Historic Firearms Books and Records” means all historic books and records relating to the sale of firearms included in the Acquired Assets, including all records required to be kept pursuant to parts 447, 478, and, 479 of title 27, Code of Federal Regulations.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Huntsville Leased Ammo FF&E” means equipment, machinery, furniture, fixtures and improvements, tooling and spare parts primarily used in the ownership, operation or management of the Business located in Huntsville, Alabama, including any of the foregoing used for research and development purposes, that are leased pursuant to any Contract.

“Huntsville Owned Ammo FF&E” means equipment, machinery, furniture, fixtures and improvements, tooling and spare parts primarily used in the ownership, operation or management of the Business located in Huntsville, Alabama, including any of the foregoing used for research and development purposes.

“Intellectual Property” means (a) all intellectual property, whether or not registered, arising from or in respect of the following: (i) all patents and applications therefore (including petty patents, utility models, and certificates of invention), including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon; (ii) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names, social media accounts, corporate names and general intangibles of a like nature, including the Business Name and all other similar indicia of source or origin (including all Trademarks), together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof; (iii) copyrights and registrations and applications therefore and works of authorship (whether or not copyrightable, including websites and pages, and other content and data), and mask work rights, and all renewals thereof; (iv) confidential information, know-how, industrial designs, trade secrets (including any trade secrets protectable under applicable law, and any other information that derives independent economic value (actual or potential) from not being generally known to and not being readily ascertainable by proper means by a person able to obtain economic value from its use or disclosure) and inventions; and (v) all other intellectual

property (including rights in Software); (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to the rights listed in subsection (a) or the Remington Brand that is not an Excluded Asset; (c) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the Business' rights or interests in the rights listed in subsection (a) that is not an Excluded Asset and any related remedies, including the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Intellectual Property and collect damages therefor, and (d) any Seller's rights pursuant to any Contract with RLC.

“Intercompany Note” means that certain Amended and Restated Promissory Note issued on April 18, 2019, for the principal amount of \$100,000,000, by Remington Arms Company, LLC in favor of FGI Holding Company, LLC.

“Interests” means all rights and entitlements of any nature including security interests, assignments of Liens or Claims, licenses, leases, contract rights, indentures, instruments, licenses, options, escheatment, abandoned property, unclaimed property, covenants, conditions, zoning, planning and any other restrictions, easements, encroachments, permits or other interests in property or limitations on the use of real property or irregularities in title, rights of first refusal, rights to injunctive or other legal relief, any attributes of ownership, rights or restrictions of any kind and nature, whenever incurred, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, matured or unmatured, legal or equitable (which Interests may also be Liens or Claims).

“Inventory Amount” means, at any date, the value of the Inventory calculated in accordance with the Balance Sheet Rules. A sample calculation of the Inventory Amount is attached hereto as Exhibit 11.

“Inventory Amount Target” means \$17,100,000.

“IT Systems” means the information and communications technologies used by Seller in connection with the ownership, operation and/or management of the Business, including any enterprise resource planning (ERP) system, hardware, Software and networks.

“Knowledge of Seller” or any other similar term or knowledge qualification means, with respect to the actual knowledge of Ken D’Arcy (President and Chief Executive Officer of ROC), Mark Little (Vice President and Chief Financial Officer of ROC), Chuck Rink (Chief Operating Officer of ROC), and Melissa Cofield (Chief Human Resources Officer of ROC) and the knowledge such persons would have after reasonable due inquiry.

“Law” means any federal, national, territorial, state, municipal or local, foreign, multi-national or domestic statute, act, law (including common law), treaty, ordinance, rule, regulation, order, writ, injunction, directive, judgment, award, code, Order, approval, permit, decree, ruling or other legally-binding requirement, in each case, having the force and effect of law, or any similar form of decision or approval of, or determination by, or binding interpretation or administration of, any of the foregoing issued, enacted, adopted, promulgated, implemented or otherwise put in effect by or under the authority of any Government.

“Leased Real Property” means all leasehold or subleasehold estates and other rights of Seller to possess, use or occupy (or to grant others the right to possess, use or occupy) any land, buildings, structures, improvements, fixtures or other interest in real property, in each of the foregoing cases, to the extent possessed, used or occupied in connection with the Business.

“Leasehold Improvements” means all buildings, structures, improvements and fixtures that are owned by Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.

“Leases” means all leases, ground leases, subleases, licenses and other agreements, including all amendments, extensions, renewals, and other agreements with respect thereto, pursuant to which Seller has the right to possess, use, lease or occupy (or to grant others the right to possess, use or occupy) any Leased Real Property.

“Liability” means any and all Claims, debts, indebtedness, Liens, losses, Taxes, damages, adverse claims, liabilities, fines, penalties, duties, responsibilities, obligations and expenses (including reasonable attorneys’ fees and reasonable costs of investigation and defense) of any kind, character, or description, whether known or unknown, direct or indirect, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, asserted or unasserted, ascertained or ascertainable, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, vested or unvested, executory, determined, determinable, in contract, tort, strict liability, or otherwise, or otherwise due or to become due.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement, other than (a) a lessor’s interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor’s interest in, property underlying any leases; (b) any imperfection of title with respect to any asset that does not materially interfere with the present occupancy, use or marketability of such asset and the continuation of the present occupancy or use of such asset; and (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances that are not created pursuant to mortgages or other financing or security documents, or any other state of facts, that do not materially interfere with the present occupancy or use of an asset.

“Material Adverse Effect” means any Occurrence that results in a material and adverse effect on the value, operation, or condition (financial or otherwise) of the Acquired Assets taken as a whole, but excludes any Occurrence relating to (a) changes resulting from the filing of the Bankruptcy Case, including the impact thereof on the relationships of Seller with its employees, customers, distributors, financing sources, service providers and other business partners, (b) the public disclosure of this Agreement or any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby, (c) changes, after the Effective Date, in GAAP, (d) changes in general United States economic, monetary or financial conditions, including changes in prevailing interest rates, credit availability, and the credit markets generally, as well as changes in the commercial real estate markets in the geographic regions in which Seller operates the Business, (e) changes in the ammunition industry in general, (f) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war (whether or not declared) or (g) any Occurrence, outbreak, escalation or worsening of, or furloughs or Government actions (including any quarantine, “shelter

in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or any other applicable Law, order, directive, guideline or recommendation by any Government of competent jurisdiction (collectively, “COVID Restrictions”)) instituted in response to, any epidemic, pandemic or other disease (including the COVID-19 virus); provided, that in the case of the foregoing clauses (d), (e), and (f) such Occurrence shall be taken into account to the extent such Occurrence has a disproportionate impact on results of operations or financial condition of the Business or the Acquired Assets compared to other companies operating in the industries in which the Business operates.

“Material Contract” means a Contract that is material to the results or operations of the Business.

“Occurrence” means any individual or set of events, developments, omissions, situations, occurrences, circumstances, facts or effects.

“OFAC” means the U.S. Department of Treasury Office of Foreign Assets Control.

“Order” means any judgment, order, writ, injunction, decision, ruling, temporary restraining order, executive order, stipulation, determination, decree or award of, or settlement or agreement with, any Government.

“Owned Real Property” means all land and all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto, owned by Seller.

“Pension Plan” means (a) the Remington Arms Company, LLC Pension and Retirement Plan, (f/k/a Remington Arms Company, Inc. Pension and Retirement Plan), as amended from time to time, which includes by merger, effective December 31, 2018, the Marlin Firearms Co. Employees’ Pension Plan (a/k/a Marlin Firearms Company Employees Pension Plan), as amended from time to time and (b) any other pension or similar plan subject to Title IV of ERISA or Section 412 of the Code maintained by Seller or any of its Affiliates.

“Permits” means any consents, authorizations, registrations, waivers, licenses, permits, franchises, approvals, certificates, registrations, Orders or rights.

“Permitted Liens” mean: (a) Liens and Interests consisting of (i) current Taxes and assessments not yet due and payable, or Liens for Taxes that are being contested in good faith by appropriate Proceedings as set forth on Schedule 4.22 and for which appropriate reserves under GAAP have been established in the Balance Sheets, (ii) all easements, rights-of-way, servitudes, covenants, conditions, restrictions, obligations and other similar matters of record affecting title to real property, (iii) statutory, common law or contractual liens of landlords, (iv) the applicable zoning and use regulations or other Laws of any Government, in each case, that do not materially affect the current use of the underlying asset and are not violated in any material respect by the current use or occupancy of the Arkansas Property or the operation of the Business as currently conducted thereon, and (v) the lien of any water and sewer and other utilities not yet due and payable; and (b) all terms, conditions and restrictions under any Acquired Permit.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

“Personal Information” means any information relating to an identified or identifiable natural person; an “identifiable person” is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity, including, unique device or browser identifiers, names, addresses, telephone numbers, email addresses, social security numbers, or account information.

“Plan” means a Joint Chapter 11 Plan filed by Seller with the Bankruptcy Court.

“Pre-Closing Taxes” means any Taxes: (a) of, or imposed on, Seller or any of its Affiliates, whether or not such Taxes related to the Business or the Acquired Assets; and (b) paid, payable, or that become payable, by or in connection with Seller or any of its Affiliates, or arising out of or relating to the Business or the Acquired Assets in respect of a taxable period (or portion thereof) ending on or before the Closing Date, including any and all Taxes arising out of, or resulting from, the transactions contemplated by this Agreement (other than any Transfer Taxes, but including any Taxes imposed under Section 4181 of the Code). For purposes of determining Pre-Closing Taxes, in the case of any Straddle Period, (i) any real, personal and intangible property Taxes, ad valorem Taxes and similar Taxes imposed with respect to the Business or the Acquired Assets shall be apportioned to the periods before and after the Closing Date pro rata, based on the number of days of such Straddle Period in the period before and ending on and including the Closing Date and the number of days of such Straddle Period in the period beginning after the Closing Date, and (ii) all other Taxes imposed with respect to the Business or the Acquired Assets (other than Transfer Taxes which shall be borne by the parties as provided in Section 9.1) shall be calculated by assuming that the Straddle Period consisted of two (2) taxable periods, one which ended at the close of the Closing Date and the other which began at the beginning of the day following the Closing Date, and such Taxes shall be allocated between such two (2) taxable periods on a “closing of the books basis” by assuming that the books of Seller were closed at the end of the Closing Date.

“Priority Term Loan” means that certain Loan and Security Agreement, dated as of April 18, 2019 (as amended by that certain Amendment No. 1, dated May 1, 2019, that certain Amendment No. 2, dated June 24, 2019, that certain Amendment No. 3, dated August 15, 2019, that certain Amendment No. 4, dated October 11, 2019, that certain Amendment No. 5, dated February 21, 2020, and that certain Amendment No. 6, dated March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto, Cantor Fitzgerald Securities, as administrative agent and initial collateral agent, and the lenders party thereto.

“Proceeding” means any Claim, action, arbitration, audit, appeal, petition, inquiry, investigation, complaint, hearing, litigation, suit, or other dispute (whether civil, criminal or administrative) commenced, brought, conducted, or heard by or before any Government or arbitrator.

“PTO” means paid vacation, paid sick-leave and other paid time off.

“Related Party Agreement” means any Contract among any entity comprising Seller and any of its Affiliates and applicable to the operation of the Business and/or use of any Acquired Assets.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or Representatives of any such Person.

“Representatives” means, with respect to any Person, any director, officer, agent, employee, general partner, member, stockholder, legal counsel, accountant, advisor or representative of such Person.

“Restructuring Law” means all applicable bankruptcy, insolvency, reorganization, moratorium or other similar applicable Laws relating to or affecting creditors’ rights generally or general principles of equity (regardless of whether enforcement is sought in a Proceeding in equity or at law).

“Retained Litigation” means all litigation and Claims arising from or related to events prior to the Closing, including, (a) lawsuits, pre-litigation claims, settled litigation claims, investigations and Proceedings, and (b) *Soto v. Bushmaster et al.* alleging violations of the Connecticut Unfair Trade Practices Act (or any other Claim arising out of the same or similar set of facts).

“Sale Order” means an Order of the Bankruptcy Court, which Order shall be substantially in the form of Exhibit 10, and shall, among other things, provide for the following; (a) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Seller of this Agreement; (ii) the sale of the Acquired Assets to Buyer on the terms set forth herein and free and clear of all Liens, Claims and Interests (other than the Assumed Liabilities and Permitted Liens), and (iii) the performance by Seller of its obligations under this Agreement; (b) subject to Section 1.5(e), authorize and empower Seller to assume and assign to Buyer the Assumed Contracts; (c) find that Buyer is a “good faith” buyer within the meaning of Section 363(m) of the Bankruptcy Code and grant Buyer the protections of Section 363(m) of the Bankruptcy Code; (d) find that Buyer is not a successor of any Seller; (e) enjoin all Persons holding Liens, Claims and Interests or other rights against Seller or the Acquired Assets, including rights or claims based on any successor or transferee liability, from asserting them against Buyer; (f) find that this Agreement was negotiated, proposed and entered into without collusion, in good faith and from arm’s length bargaining positions; (g) find that Seller and Buyer have not engaged in any conduct that would cause or permit this Agreement to be avoided under Section 363(n) of the Bankruptcy Code; (h) find that this Agreement and the transactions contemplated hereby, are binding upon, and are not subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee of Seller; (i) find that fair and reasonably equivalent value was received in connection with this Agreement; (j) authorize Seller and Buyer to execute and file termination statements, instruments of satisfaction, releases and similar documents with respect to all Liens, Claims and Interests that any Person has with respect to the Acquired Assets; and (k) find that notice was properly given to all holders of any Lien, Claim or Interest against Seller or the Acquired Assets, and to all counterparties to the Assumed Contracts.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) data, databases and compilations, in any form, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all Documents related to any of the foregoing.

“State of Alabama Project Development Liabilities” means all Liabilities under that certain Project Agreement dated as of February 17, 2014, by and between the State of Alabama and ROC, as amended or otherwise modified from time to time.

“Straddle Period” means any taxable period beginning on or before, and ending after, the Closing Date.

“Subsidiary” means, when used with respect to any specified Person, any other Person (a) of which the specified Person or any Subsidiary thereof is a general partner, (b) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (c) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Successful Bidder” means the bidder with the highest or otherwise best bid for all of the Acquired Assets, as determined in accordance with the Bidding Procedures Order.

“Tax Return” means any report, return, declaration, form (including Form TD F 90-22.1 and FinCEN Form 114 and any predecessor or successor forms), claim for refund, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing filed or required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” or “Tax” means (a) any and all taxes, charges, withholdings, fees, levies, imposts, duties and governmental fees or other like assessments, any Liability under unclaimed property, escheat, or similar Laws or charges of any kind whatsoever in the nature of taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise (whether or not deferred), franchise, gross receipts, occupation, real and personal property, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature, whether arising before, on or after the Closing Date; and (b) Liability in respect of any item described in clause (a) payable by reason of Contract (including any tax sharing, indemnification, allocation or similar agreement), assumption, transferee, successor or similar Liability, bulk sales or similar Liability, operation of

Law (including pursuant to Treasury Regulations Section 1.1502-6 (or any predecessor or successor thereof or any analogous or similar state, local, or foreign Law)) or otherwise.

“Trademarks” means any trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature, and all goodwill associated therewith, any registration of the foregoing, and any application in connection therewith, including any such registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other jurisdiction, and all extensions or renewals of any of the foregoing.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended.

“Wind-Up Date” means the date upon which each Seller’s corporate existence ceases to exist.

13.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
“Acquired Assets”	Section 1.1
“Acquired Intellectual Property”	Section 1.1(j)
“Acquired Material IP”	Section 4.14(a)
“Acquired Permits”	Section 1.1(i)
“Adjustment Deficit Amount”	Section 2.3(e)(ii)
“Adjustment Surplus Amount”	Section 2.3(e)(i)
“Agreement”	<i>Preamble</i>
“Anti-Corruption Laws”	Section 4.19(b)
“Assignment and Assumption Agreement”	Section 3.2(c)
“Assumed Contracts”	Section 1.1(c)
“Assumed FF&E Leases”	Section 1.1(c)
“Assumed Liabilities”	Section 1.3
“Assumed Motor Vehicle Leases”	Section 1.1(e)
“Backup Bid”	Section 7.1(a)
“Balance Sheet Date”	Section 4.10
“Balance Sheets”	Section 4.10
“Bankruptcy Case”	<i>Recitals</i>
“Bankruptcy Code”	<i>Recitals</i>
“Bankruptcy Court”	<i>Recitals</i>
“Bidding Procedures Motion”	<i>Recitals</i>
“Bidding Procedures Order”	<i>Recitals</i>
“Bill of Sale”	Section 3.2(b)
“Business”	<i>Recitals</i>
“Business Data”	Section 4.14(e)
“Business IP Licenses”	Section 1.1(g)
“Buyer”	<i>Preamble</i>

“Buyer Cure Amount”	Section 1.5(a)
“Closing”	Section 3.1
“Closing Date”	Section 3.1
“Confidential Information”	Section 6.3
“Confidentiality Agreement”	Section 6.2
“Consent”	Section 1.6
“Cure Amount”	Section 1.5(a)
“Disputed Contract”	Section 1.5(e)
“DOJ”	Section 6.14(b)
“Excluded Assets”	Section 1.2
“Excluded Insurance Policy”	Section 6.9
“Excluded Liabilities”	Section 1.4
“Excluded Policy Covered Loss”	Section 6.9
“Financial Statements”	Section 4.10
“Firearms Asset Purchase Agreement”	<i>Recitals</i>
“Firearms Buyer”	<i>Recitals</i>
“FTC”	Section 6.14(b)
“Good Faith Deposit”	Section 2.2(a)
“Good Faith Deposit Additional Amount”	Section 2.2(a)
“Good Faith Deposit Escrow Account”	Section 2.2(a)
“Good Faith Deposit Escrow Agreement”	Section 2.2(a)
“Good Faith Deposit Initial Amount”	Section 2.2(a)
“Intellectual Property Assignment Agreement”	Section 3.2(d)
“Inventory”	Section 1.1(n)
“Inventory Collar Amount”	Section 2.3(b)
“Latest Balance Sheet”	Section 4.10
“Leased FF&E”	Section 1.1(c)
“Leased Motor Vehicles”	Section 1.1(e)
“Licensed Intellectual Property”	Section 4.14(c)
“Material Customers”	Section 4.18(a)
“Material Suppliers”	Section 4.18(b)
“Necessary Consent”	Section 1.6
“Notice of Disagreement”	Section 2.3(c)
“Offered Employees”	Section 8.1
“Other Agreement”	Section 1.7
“Outside Date”	Section 11.1(d)
“Owned FF&E”	Section 1.1(b)
“Owned Motor Vehicles”	Section 1.1(d)
“Petition Date”	<i>Recitals</i>
“Pre-Closing Statement”	Section 2.3(a)
“Post-Closing Statement”	Section 2.3(b)
“Purchase Price”	Section 2.1(a)
“RA Brands”	Section 1.1(k)
“Registered Intellectual Property”	Section 4.14(a)
“Remington Brand”	Section 1.1(j)
“Resolution Period”	Section 2.3(c)

“Review Period”	Section 2.3(c)
“RLC”	Section 1.1(k)
“RLC Shares”	Section 1.1(k)
“ROC”	Preamble
“Seller”	Preamble
“Seller Cure Amount”	Section 1.5(a)
“Supplemental Designated Contract Order”	Section 1.5(b)
“Supplemental Notice of Assumption and Assignment”	Section 1.5(d)
“Survey”	Section 6.12(b)
“Title Commitment”	Section 6.12(a)
“Title Company”	Section 6.12(a)
“Title Policy”	Section 6.12(a)
“Trade Controls”	Section 4.19(a)
“Transfer Taxes”	Section 9.1
“Transferred Employees”	Section 8.1
“Transition Services Agreement”	Section 3.2(e)

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER

VISTA OUTDOOR INC.

By: S.S.Priyadarshi

Name: Sudhanshu Priyadarshi

Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ROC

REMINGTON OUTDOOR COMPANY, INC.

By: _____
Name:
Title:

SUBSIDIARIES OF ROC

FGI OPERATING COMPANY, LLC

By: _____
Name:
Title:

FGI HOLDING COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

FGI FINANCE INC.

By: _____
Name:
Title:

HUNTSVILLE HOLDINGS LLC

By: _____
Name:
Title:

TMRI, INC.

By: _____
Name:
Title:

REMINGTON ARMS DISTRIBUTION COMPANY, LLC

By: _____
Name:
Title:

32E PRODUCTIONS, LLC

By: _____
Name:
Title:

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

by and among

VISTA OUTDOOR INC.

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.

Dated as of September 26, 2020

DISCLOSURE SCHEDULES

These Disclosure Schedules (these “Schedules” and each a “Schedule”) are furnished pursuant to the Asset Purchase Agreement (the “Agreement”), dated as of September 26, 2020, by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to the Agreement (collectively with ROC, “Seller”), and Vista Outdoor, Inc., a Delaware corporation (“Buyer”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement, unless the context otherwise requires.

These Schedules are hereby incorporated in and made a part of the Agreement as if set forth in full therein and are an integral part of the Agreement. The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever (including any violation of law or breach of contract). These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties or covenants of the Seller contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. In disclosing the information in these Schedules, Seller does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. Any matter, information or item disclosed in the Schedules delivered under any specific representation, warranty or covenant or Schedule number hereof, shall be deemed to have been disclosed for purposes of this Agreement in response to the representations and warranties or covenants in this Agreement in respect of which such disclosure is reasonably apparent on its face notwithstanding the omission of an appropriate cross-reference.

Neither the specification of any dollar amount in any representation or warranty nor the disclosure of a document or information in these Schedules is intended, or shall be construed or offered in any dispute between the parties to the Agreement as evidence of, the materiality of such dollar amount, document or information, nor does it establish any standard of materiality upon which to judge the inclusion or omission of any similar documents or information in such Schedule or any other Schedule. The headings and descriptions of the disclosures herein are for convenience of reference only and are not intended and do not alter the meaning of any provision of the Agreement or these Schedules.

Schedule 1.1(b)
Owned FF&E

1. *See attached Fixed Asset List - Lonoke.*

Schedule 1.1(c)
Assumed FF&E Leases

1. Lease Agreement, dated as of December 19, 2016, by and between Remington Arms Company, LLC and De Lage Landen Financial Services, Inc.
2. Master Equipment Rental Agreement, dated as of December 31, 2019, by and between Remington Arms Company, LLC and Wiese USA, Inc.

Schedule 1.1(d)
Owned Motor Vehicles

1. *See attached Fixed Asset List - Lonoke.*

Schedule 1.1(e)
Assumed Motor Vehicle Leases; Leased Motor Vehicles

None.

Schedule 1.1(g)
Business IP Licenses

1. For the avoidance of doubt, each of the following Contracts constitutes a 365 Contract and shall be assumed by Buyer; provided, however, the below list may be updated after the date hereof in accordance with Section 1.5 of the Agreement.

#	Category	Relates Primarily to	Location / Function	Contract Counter Party	Services Provided	Type	Inception Date	Expiration Date	Latest Cure Cost Estimate ⁽¹⁾
1	Corporate	Corporate	HR	SAP Success Factors	Premium Content Management (PCM)	Contract	12/31/16	12/30/21	50,960
2	Corporate	Corporate	IT	CISCO SmartNet (via SHI)	Cisco Equipment Maintenance	Contract	Annual	12/31/20	N/A
3	Corporate	Corporate	IT	DPSI ⁽²⁾	Scanner Maint.	Contract	10/02/18	12/31/20	9,348
4	Corporate	Corporate	IT	Paymetric	Credit Card Tokenization	Contract	12/21/10	12/31/20	38,262
5	Corporate	Corporate	IT	SEI	HP / EMC Maint.	Contract	04/01/20	03/31/23	2,006
6	Corporate	Corporate	IT	Windstream	Global WAN	Contract	09/01/17	03/26/24	N/A
7	Corporate	Corporate	IT	Panaya	Testing Automation	Contract	05/31/18	05/31/21	7,372
8	Corporate	Corporate	IT	AT&T	IP Flex at Madison	Contract	08/01/18	08/01/21	2,174
9	Corporate	Corporate	IT	DPSI	Printer Maint.	Contract	09/07/18	09/07/21	N/A
10	Corporate	Corporate	IT	Microsoft EA & SCE	Microsoft Licensing; excludes subscription	Contract	10/31/18	10/31/21	6,819
11	Corporate	Corporate	IT	ERP Maestro	SAP SOD	Contract	02/06/19	02/05/22	1,769
12	Corporate	Corporate	IT	Sunview Software	Change Gear	Contract	03/30/16	03/31/21	N/A
13	Corporate	Corporate	IT	NetBrain	Network Monitoring Tool	Contract	06/28/19	06/30/22	9,052
14	Corporate	Corporate	IT	SAP C4C	SAP C4C Licensing	Contract	07/12/13	Annual	472,524
15	Corporate	Corporate	IT	Segra (formerly Data Chambers / Northstate)	Data Center Hosting	Contract	02/20/14	2/29/2021	53,592
16	Corporate	Corporate	IT	Darktrace	Network Packet AI	Contract	05/31/19	05/31/22	N/A
17	Corporate	Corporate	Licensing	Coastal Pet	Licensing - Outbound	Contract	01/18/17	12/31/21	1,341
18	Corporate	Corporate	Licensing	Spectrum / Remington Products, Inc.	Intellectual Property Licensing Agreement	Contract	12/5/1986	(See Footnote 3)	235

Notes:

(1) Amounts represent what has been recorded in the accounts payable ledger as of the petition date, noting that "N/A" means the Cure Cost is \$0. These figures do not include (i) future commitments under the contracts, (ii) amounts due under development agreements, (iii) future commitments under any purchase orders and (iv) goods received and not invoiced. The Debtors are continuing to review and reconcile pre-petition liabilities and cure costs; all amounts are subject material change.

(2) DPSI has multiple agreements; current accounts payable balance was not bifurcated by agreement but rather shown only once.

(3) Contract does not have a specific end date. Certain licensing agreements may terminate upon expiration of the patent.

Outbound Licenses

1. Trademark License Agreement, dated as of March 19, 2015, by and between RA Brands, L.L.C. and Ashgrove Marketing, Ltd.
2. Trademark License Agreement, dated as of July 1, 2011, by and between RA Brands, LLC and Baschieri & Pellagri, S.p.A., as amended by Amendment #1 to Trademark License Agreement dated as of June 28, 2019.
3. Trademark License Agreement, dated as of May 17, 2012, by and between RA Brands, L.L.C. and Hi-Performance Designs, Inc., amended by Amendment #2 to Trademark License dated April 1, 2019.
4. Trademark License Agreement, dated as of January 1, 2020, by and between RA Brands, L.L.C. and IRIS USA, Inc.
5. License Agreement, dated as of April 1, 2009, by and between RA Brands, LLC and Nippo Kogyo Co., Ltd., as amended by Amendment #1 to License Agreement dated as of March 31, 2012, Amendment #2 to License Agreement dated as of August 8, 2014, Amendment #3 to License Agreement dated as of March 31, 2017.
6. Trademark License Agreement, dated as of May 22, 2012, by and between RA Brands, L.L.C. and Open Roads Brands, LLC, as amended by Renewal and Amendment #2 to Trademark License Agreement dated June 23, 2015.
7. Trademark License Agreement, dated as of May 23, 2003, by and between RA Brands, LLC and Outdoor Cap Company, Inc., as amended by Amendment #1 to Trademark License Agreement dated as of October 26, 2006, Amendment #2 to Trademark License Agreement dated as of October 24, 2007, Amendment #3 to Trademark License Agreement dated as of May 12, 2009, Amendment #4 to Trademark License Agreement dated as of July 1, 2009, Amendment #5 to Trademark License Agreement dated as of January 1, 2013, Amendment #6 to Trademark License Agreement dated as of April 1, 2014, Amendment #7 to Trademark License Agreement dated as of April 25, 2016, and Revival and Amendment #8 to Trademark License Agreement dated as of December 19, 2019.
8. Trademark License Agreement, dated as of September 1, 2015, by and between RA Brands, LLC and Top Promotions Inc.
9. Trademark License Agreement, dated as of January 1, 2017, by and between RA Brands, LLC and P.L. Austin Inc. d/b/a Vintage Editions, as amended by Amendment #1 to Trademark License Agreement dated as of February 12, 2020.

Schedule 1.1(h)
Assumed Contracts

1. For the avoidance of doubt, each of the following Contracts constitutes a 365 Contract and shall be assumed by Buyer; provided, however, the below list may be updated after the date hereof in accordance with Section 1.5 of the Agreement.

2. The information in Schedule 1.1(g) is hereby incorporated by reference.

#	Category	Relates Primarily to	Location / Function	Contract Counter Party	Services Provided	Type	Inception Date	Expiration Date	Latest Cure Cost Estimate ⁽¹⁾
1	Ammunition	Lonoke	Federal	DHS-FLETC	Federal Contract	Contract	04/27/17	05/27/22	N/A
2	Ammunition	Lonoke	Federal	DHS-FLETC	Federal Contract	Contract	10/07/19	09/30/24	N/A
3	Ammunition	Lonoke	Lonoke	National Machinery, LLC	Tooling and Technology	Contract	11/20/15	05/18/34	92,605
4	Ammunition	Lonoke	Lonoke	Video Jet	VJ Service	Contract	12/11/17	12/31/20	6,575
5	Ammunition	Lonoke	Lonoke	Arkansas Copier (De Large)	Copier and IT equipment	Lease	01/01/17	12/31/21	4,183
6	Ammunition	Lonoke	Lonoke	Wiese Lifts	Forklifts	Lease	12/31/19	12/30/24	48,712
7	Ammunition	Lonoke	Lonoke	Siemens	Fire Alarm	Contract	06/06/18	06/05/25	13,228

Notes:

(1) Amounts represent what has been recorded in the accounts payable ledger as of the petition date, noting that "N/A" means the Cure Cost is \$0. These figures do not include (i) future commitments under the contracts, (ii) amounts due under development agreements, (iii) future commitments under any purchase orders and (iv) goods received and not invoiced. The Debtors are continuing to review and reconcile pre-petition liabilities and cure costs; all amounts are subject material change.

Schedule 1.1(i)
Acquired Permits

1. The information in Schedule 4.8 is hereby incorporated by reference.

Schedule 1.1(i)
Acquired Intellectual Property

(ii)

I. Patents¹

Owner	Patent Number	Description	PatSnap Family (International Rights)
RA Brands, LLC	6,131,515	ELECTRIC PRIMER	
RA Brands, LLC	6,478,903	NON-TOXIC PRIMER MIX	AT315016T AU2001072180A1 AU782638B2 BRPI0104341A2 CA2357632A1 CA2357632C CN1179928C CN1349959A DE60116453D1 DE60116453T2 EP1195366A2 EP1195366A3 EP1195366B1 HK1045832A HK1045832A1 IL145482A IL145482D0 KR1020020027280A MXPA01010110A US6478903
RA Brands, LLC	5,646,367	CONDUCTIVE PRIMER MIX (RA-0272)	
RA Brands, LLC	5,811,723	SOLID COPPER HOLLOW POINT BULLET	
RA Brands, LLC	5,684,268	LEAD-FREE PRIMER MIX	
RA Brands, LLC	5,917,143	FRANGIBLE POWDERED IRON PROJECTILES	
RA Brands, LLC	6,691,623	FRANGIBLE POWDERED IRON PROJECTILES	
RA Brands, LLC	6,073,560	SABOT	
RA Brands, LLC	7,201,104	LEAD ATTACHED SABOT SLUG	BRPI0304109A2 CA2437515A1 CN1495404A EP1391683A2 EP1391683A3 IL157493D0 KR1020040018192A MXPA03007580A US20040079256A1 US20070119330A1 US60404979P0 US7201104 US8261667
RA Brands, LLC	8,128,766	BISMUTH-OXIDE PRIMER MIXTURE	CA2556595A1 CA2556595C US20050183805A1 US20050189053A1 US20120125493A1 US20140305555A1 US8128766 US8597445 US8784583 WO2006009579A2 WO2006009579A3

¹ The foreign equivalent of the relevant U.S. patents that are listed in the “PatSnap Family” column will be assumed by Buyer to the extent possible. The patents listed in the “PatSnap Family” column have expired and/or lapsed. Seller makes no representations about such patents.

Owner	Patent Number	Description	PatSnap Family (International Rights)
RA Brands, LLC	6,272,993	ELECTRIC PRIMER (RA-0290A)	
RA Brands, LLC	6,487,972	ELECTRIC PRIMER	
RA Brands, LLC	6,892,647	LEAD FREE POWDERED METAL PROJECTILES	
RA Brands, LLC	8,597,455	BISMUTH-OXIDE PRIMER COMPOSITION	CA2556595A1 CA2556595C US20050183805A1 US20050189053A1 US20120125493A1 US20140305555A1 US8128766 US8597445 US8784583 WO2006009579A2 WO2006009579A3
RA Brands, LLC	9,052,174	TIPPED PROJECTILES	AU2008325066A1 AU2008325066B2 CA2697225A1 CZ2195603B6 EP2195603A2 EP2195603B1 ES2425268T3 MX2010002313A MX311672B US20120216700A1 US60967207P0 US9052174 WO2009061545A2 WO2009061545A3
RA Brands, LLC	8,261,667	LEAD ATTACHED SABOT SLUG	BRPI0304109A2 CA2437515A1 CN1495404A EP1391683A2 EP1391683A3 IL157493D0 KR1020040018192A MXPA03007580A US20040079256A1 US20070119330A1 US60404979P0 US7201104 US8261667
RA Brands, LLC	8,784,583	PRIMING MIXTURES FOR SMALL ARMS	CA2556595A1 CA2556595C US20050183805A1 US20050189053A1 US20120125493A1 US20140305555A1 US8128766 US8597445 US8784583 WO2006009579A2 WO2006009579A3
RA Brands, LLC	8,220,393	WAD WITH IGNITION CHAMBER	AU2009320150A1 AU2009320150B2 AU2013288690A1 AU2014280889A1 CA2741769A1 CA2878589A1 EP2350559A1 EP2872852A1 MX2011004500A MX2015000512A MX320691B US20100101444A1 US20140076187A1 US20140345488A1 US61108678P0 US61113286P0 US8220393 US8800449 US9500453 WO2010062584A1 WO2010062584A4 WO2010062584A9 WO2014011628A1

Owner	Patent Number	Description	PatSnap Family (International Rights)
RA Brands LLC	8,011,128	APPARATUS AND METHOD OF USE FOR UNIFORM MUZZLE LOADING	US20110209378A1 US8011128
RA Brands LLC	8,800,449	WAD WITH IGNITION CHAMBER	AU2009320150A1 AU2009320150B2 AU2013288690A1 AU2014280889A1 CA2741769A1 CA2878589A1 EP2350559A1 EP2872852A1 MX2011004500A MX2015000512A MX320691B US20100101444A1 US20140076187A1 US20140345488A1 US61108678P0 US61113286P0 US8220393 US8800449 US9500453 WO2010062584A1 WO2010062584A4 WO2010062584A9 WO2014011628A1
RA Brands LLC	9,188,414	REDUCED FRICTION EXPANDING BULLET WITH IMPROVED CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET	AU2014265928A1 CA2901145A1 EP2956741A1 MX2015010565A US20140230683A1 US9188414 WO2014186007A1
RA Brands LLC	9,500,453	WAD WITH IGNITION CHAMBER	AU2009320150A1 AU2009320150B2 AU2013288690A1 AU2014280889A1 CA2741769A1 CA2878589A1 EP2350559A1 EP2872852A1 MX2011004500A MX2015000512A MX320691B US20100101444A1 US20140076187A1 US20140345488A1 US61108678P0 US61113286P0 US8220393 US8800449 US9500453 WO2010062584A1 WO2010062584A4 WO2010062584A9 WO2014011628A1
RA Brands LLC	9,506,731	MULTIPLE PROJECTILE FIXED CARTRIDGE	US20140261042A1 US9506731

Owner	Patent Number	Description	PatSnap Family (International Rights)
RA Brands LLC	9,534,876	PROJECTILE AND MOLD TO CAST PROJECTILE	US20150226531A1 US61855936P0 US9534876
RA Brands LLC	9,778,002	SHOT CUP WAD	AU2014277702A1 CA2875089A1 EP2887004A1 MX2015000226A US20150176954A1 US61919031P0 US9778002
RA Brands LLC	D733,252	FIREARM BULLET AND PORTION OF FIREARM CARTRIDGE (BLACK BAND)	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D733,834	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D733,835	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265

Owner	Patent Number	Description	PatSnap Family (International Rights)
			USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D733,836	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D733,837	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D734,419	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D735,289	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1

Owner	Patent Number	Description	PatSnap Family (International Rights)
			MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D791,264	FIREARM BULLET AND PORTIONS OF FIREARM CARTRIDGE	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D791,265	FIREARM BULLET AND PORTION OF A FIREARM CARTRIDGE	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D791,266	FIREARM BULLET AND PORTIONS OF FIREARM CARTRIDGE	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252

Owner	Patent Number	Description	PatSnap Family (International Rights)
			USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D800,244	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D800,245	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands LLC	D800,246	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1

Owner	Patent Number	Description	PatSnap Family (International Rights)
RA Brands LLC	D802,705	FIREARM BULLET	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands, LLC	US8752484	Three component bullet with core retention feature and method of manufacturing the bullet	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands, LLC	US8950333	Multi-component bullet with core retention feature and method of manufacturing the bullet	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands, LLC	US9207052	Three component bullet with core retention feature and method of manufacturing the bullet	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837

Owner	Patent Number	Description	PatSnap Family (International Rights)
			USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands, LLC	US9366512	Multi-component bullet with core retention feature and method of manufacturing the bullet	AU2012287057A1 AU2014209240A1 CA2842326A1 CA2898919A1 EP2737276A1 EP2948728A1 MX2014000995A MX2015009540A US20130025490A1 US20140311372A1 US20140331885A1 US20150338198A1 US8752484 US8950333 US9207052 US9366512 USD733252 USD733834 USD733835 USD733836 USD733837 USD734419 USD735289 USD791264 USD791265 USD791266 USD800244 USD800245 USD800246 USD802705 WO2013016330A1 WO2014116950A1
RA Brands, LLC	USD750727	Portion of a target	USD750727
RA Brands, LLC	USD744058	Target	USD744058
RA Brands, LLC	USD747773	Portion of a target	USD747773
RA Brands, LLC	US8555785	Shotshell wad with shot confinement feature	

II. Copyrights

Jurisdiction	Entity	Registration Number	Published	Registered	Description
United States	RA Brands, L.L.C.	TX-4-623-182	April 30, 1996	March 25, 1998	Remington Country
United States	RA Brands, L.L.C.	TX-5-502-022	April 1, 2001	April 10, 2001	www.remington.com
United States	RA Brands, L.L.C.	TX-5-549-172	July 1, 2001	July 13, 2001	www.remington.com: July 2000
United States	RA Brands, L.L.C.	TX-5-594-362	August 1, 2002	August 15, 2002	www.remington.com: 08/01/02

United States	RA Brands, L.L.C.	TX-5-629-853	September 18, 2001	November 2, 2001	Remington Arms Guide to Shooting and Hunting Safety
United States	RA Brands, L.L.C.	TX-5-629-854	October 1, 2001	October 31, 2001	www.remington.com
United States	RA Brands, L.L.C.	VA-846-724	June 13, 1994	April 3, 1997	Fish logo
United States	RA Brands, L.L.C.	VAU-114-907	N/A	August 11, 1987	Remington Marsh Grass
United States	RA Brands, L.L.C.	H64,178	March 16, 1976	April 9, 1976	"CANADIAN GEESE IN FLIGHT"
United States	RA Brands, L.L.C.	K222,150	August 4, 1971	September 16, 1971	"KNOW YOUR DUCKS" POSTER
United States	RA Brands, L.L.C.	K226,376	July 28, 1972	September 26, 1972	"KNOW YOUR UPLAND GAME BIRDS" POSTER
United States	RA Brands, L.L.C.	K231,173	August 27, 1973	October 4, 1973	"KNOW YOUR BIG GAME OF NORTH AMERICA" POSTER

III. Trademarks²

Country	Trademark	Registration Number	Owner	Goods
European Community	1816	11704608	RA Brands, L.L.C.	
Mexico	1816	1386669	RA BRANDS, L.L.C.	
US	1816	4548428	RA Brands, L.L.C.	
United States of America	2020	4,693,025	RA Brands, L.L.C.	Gun scopes; spotting scopes
European Community	#1 AMERICAN BRAND SINCE 1816 MORE PEOPLE CHOOSE REMINGTON	9127614	RA Brands, L.L.C.	
US	20 TACTICAL*	3257280	Remington Arms Company, LLC	
US	20 VarTarg (Stylized)*	3287922	Remington Arms Company, LLC	
United States of America	2020 & Design	4,693,072	RA Brands, L.L.C.	Gun scopes; spotting scopes
US	423 DAKOTA*	3257279	Remington Arms Company, LLC	
US	ACCELERATOR*	1095914	RA Brands, L.L.C.	
US	AIRMASTER*	2978531	RA Brands, L.L.C.	

² The trademarks with an asterisk (*) have expired and/or lapsed. Seller makes no representations about such trademarks.

Country	Trademark	Registration Number	Owner	Goods
US	BASIC ISSUE OPTICS*	85/342,768	Remington Arms Company, LLC	
US	BIG SHOT	4548395	RA Brands, L.L.C.	
Canada	BLACK BELT	TMA940,219	RA Brands, L.L.C.	Ammunition
European Union (Community)	BLACK BELT	11624244	RA Brands, L.L.C.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; large calibre ammunition; medium calibre ammunition; small calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms
Mexico	BLACK BELT	1374219	RA Brands, L.L.C.	Ammunition
United States of America	BLACK BELT	4,708,640	RA Brands, L.L.C.	Ammunition
US	BLUE ROCK*	292568	RA Brands, L.L.C.	
US	BRITEBORE (STYLIZED)	2041024	RA Brands, L.L.C.	
United States of America	BUCKHAMMER	2,841,836	RA Brands, L.L.C.	Ammunition
US	BULLET (WORD)	3055409	RA Brands, L.L.C.	
Canada	BULLET DESIGN	TMA701,604	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
US	BULLET DESIGN	3198065	RA Brands, L.L.C.	
United States of America	CBEE22	1,648,789	RA Brands, L.L.C.	Ammunition
European Union (Community)	CLAW	12019493	RA Brands, L.L.C.	
Mexico	CLAW	1440090	RA BRANDS, L.L.C.	
US	CLAW	4606403	RA Brands, L.L.C.	
US	COMPACT ALLOY*	2082805	RA Brands, L.L.C.	
Canada	CONQUEST*	TMA545,584	RA Brands, L.L.C.	
Canada	COPPER SOLID*	1374525	RA Brands, L.L.C.	
European Union (Community)	COPPER SOLID	6464961	RA Brands, L.L.C.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating for use in connection with firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; sighting telescopes for firearms; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms
United States of America	COPPER SOLID	3,500,765	RA Brands, L.L.C.	Ammunition

Country	Trademark	Registration Number	Owner	Goods
United States of America	COPPER-LOKT	1,631,525	RA Brands, L.L.C.	Shot component of lead shot ammunition
France	CORE-LOKT	1471364	RA Brands, L.L.C.	Firearms, ammunition and projectiles, explosives, substances fireworks
United States of America	CORE-LOKT	530,361	RA Brands, L.L.C.	Ammunition, particularly fixed ammunition for small arms and components and thereof
Canada	CUSTOM CARRY	TMA720,656	RA Brands, L.L.C.	
US	CUSTOM CARRY*	3287241	RA Brands, L.L.C.	
United States of America	DAKOTA	2009886	Remington Arms Company, LLC	
Canada	Design Only (Circle)*	TMDA31732	Remington Arms Company, LLC	
Canada	DISINTEGRATOR	TMA548,072	RA Brands, L.L.C.	Ammunition
United States of America	DISINTEGRATOR	2,288,199	RA Brands, L.L.C.	Ammunition
US	DOUBLE STRIKE*	3800934	RA Brands, L.L.C.	
Canada	DROP-DEAD BETTER	TMA733807	RA BRANDS, L.L.C.	
European Community	DROP-DEAD BETTER*	5595285	RA Brands, L.L.C.	
US	DROP-DEAD BETTER*	3406987	RA Brands, L.L.C.	
Canada	DUPLEX	TMA382,702	RA Brands, L.L.C.	Ammunition; namely, shotshells
US	DUPLEX*	1487521	RA Brands, L.L.C.	
US	E. REMINGTON & SONS, ILION, N.Y.*	3610508	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
Canada	ECHO	TMA720,267	RA Brands, L.L.C.	
US	ECHO*	3337309	RA Brands, L.L.C.	
Canada	ELITE HUNTER	TMA730,154	RA Brands, L.L.C.	
US	ELITE HUNTER*	3309831	RA Brands, L.L.C.	
European Community	ELITE SKINNER*	6530869	RA Brands, L.L.C.	
US	ELITE SKINNER*	3599384	RA Brands, L.L.C.	
Australia	ETRONX	818762	RA Brands, L.L.C.	Firearms and ammunition
European Community	ETRONX	1443589	RA Brands, L.L.C.	
Switzerland	ETRONX	P-469.107	RA Brands, L.L.C.	Firearms and ammunition
United States of America	ETRONX	2,553,080	RA Brands, L.L.C.	Ammunition
Canada	EXCURSION	TMA733,840	RA Brands, L.L.C.	
US	EXCURSION*	3337310	RA Brands, L.L.C.	
Benelux	EXPRESS	580117	RA Brands, L.L.C.	Ammunition
Finland	EXPRESS	200,172	RA Brands, L.L.C.	Ammunition, shotgun shells and cartridges and firearms
France	EXPRESS	95573376	RA Brands, L.L.C.	Ammunition, shotgun shells and cartridges and firearms
Germany	EXPRESS	39522063	RA Brands, L.L.C.	Ammunition, shotgun shell and cartridges and firearms
Greece	EXPRESS	142885	RA Brands, L.L.C.	Ammunition, namely shotgun shells; firearms, namely shotguns
Italy	EXPRESS	714454	RA Brands, L.L.C.	Ammunition, shotgun shells and cartridges and firearms

Country	Trademark	Registration Number	Owner	Goods
Norway	EXPRESS	172.88	RA Brands, L.L.C.	Ammunition, shotgun shells and cartridges and firearms
Switzerland	EXPRESS	442537	RA Brands, L.L.C.	Firearms; ammunition and projectiles; explosives; fireworks
United States of America	EXPRESS	1,629,078	RA Brands, L.L.C.	Shotgun shells
United States of America	EXPRESS	4507951	RA Brands, L.L.C.	Firearms, namely shotguns
US	EXPRESS	2031473	RA Brands, L.L.C.	
Canada	F.A.S.T.	TMA759,472	RA Brands, L.L.C.	
US	F.A.S.T.*	3148490	RA Brands, L.L.C.	
Canada	FAST ACTION SOFT TOUCH	TMA759,917	RA Brands, L.L.C.	
US	FAST ACTION SOFT TOUCH*	3145310	RA Brands, L.L.C.	
US	FIRE BALL*	797013	RA Brands, L.L.C.	
European Community	FIRST IN THE FIELD	11704558	RA Brands, L.L.C.	
Mexico	FIRST IN THE FIELD	1386668	RA BRANDS, L.L.C.	
US	FIRST IN THE FIELD	4548427	RA Brands, L.L.C.	
Canada	GOLDEN SABER	TMA764,695	RA Brands, L.L.C.	Ammunition, namely, bullets
European Union (Community)	GOLDEN SABER	6464952	RA Brands, L.L.C.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating for use in connection with firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition;

Country	Trademark	Registration Number	Owner	Goods
				launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for vleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; sighting telescopes for firearms; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms
United States of America	GOLDEN SABER	3,456,762	RA Brands, L.L.C.	Ammunition
US	GREAT EASTERN	2498142	RA Brands, L.L.C.	
United States of America	GREEN (Box)	2,132,273	RA Brands, L.L.C.	Ammunition
United States of America	GREEN (Bullet With Green Casing)	2,673,478	RA Brands, L.L.C.	Ammunition, namely shotshells
Canada	GUN CLUB	TMA495,982	RA Brands, L.L.C.	Ammunition
United States of America	GUN CLUB	2,220,937	RA Brands, L.L.C.	Ammunition
United States of America	HI-SPEED	3,614,383	RA Brands, L.L.C.	Ammunition
Canada	HOG HAMMER	TMA927,085	RA Brands, L.L.C.	Ammunition
European Union (Community)	HOG HAMMER	11503216	RA Brands, L.L.C.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; large calibre ammunition; medium calibre ammunition; small calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than

Country	Trademark	Registration Number	Owner	Goods
				telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms
Mexico	HOG HAMMER	1361726	RA Brands, L.L.C.	Ammunition; firearms
United States of America	HOG HAMMER	4,422,859	RA Brands, L.L.C.	Ammunition
Canada	HYPERSONIC	TMA918,832	RA Brands, L.L.C.	Ammunition
Mexico	HYPERSONIC	1355526	RA Brands, L.L.C.	Ammunition
United States of America	HYPERSONIC	4,471,615	RA Brands, L.L.C.	Ammunition
Australia	HYPERSONIC STEEL	1353562	RA Brands, L.L.C.	Ammunition
Canada	HYPERSONIC STEEL	TMA814,336	RA Brands, L.L.C.	Ammunition
European Union (Community)	HYPERSONIC STEEL	8982803	RA Brands, L.L.C.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; presevatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms ; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for fireauns; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for fireamis; cleaning brushes for firearms

Country	Trademark	Registration Number	Owner	Goods
Japan	HYPERSONIC STEEL	5346205	RA Brands, L.L.C.	
Mexico	HYPERSONIC STEEL	1162499	RA Brands, L.L.C.	
New Zealand	HYPERSONIC STEEL	821770	RA Brands, L.L.C.	Ammunition
United States of America	HYPERSONIC STEEL	3,929,560	RA Brands, L.L.C.	Ammunition
US	INJECT ALLOY*	1399828	RA Brands, L.L.C.	
US	INJECT ALLOY*	2121942	RA Brands, L.L.C.	
France	KLEANBORE	1471365	RA Brands, L.L.C.	
New Zealand	KLEANBORE	63761	RA Brands, L.L.C.	All goods in class including firearms, particularly military and sporting rifles, shotguns, industrial guns, and parts thereof, and ammunition, particularly metallic cartridges, metallic shot shells, paper shot shells, industrial gun shells, empty metallic and paper shells, blank cartridges, caps, primers, wads, shot, bullets, and power cartridges for powder actuated tools and devices
Rwanda	KLEANBORE	1959/006391	Remington Arms Company, LLC	
South Africa	KLEANBORE	59/1189	RA Brands, L.L.C.	Firearms, ammunition, tools
United Kingdom	KLEANBORE	915172	RA Brands, L.L.C.	Cartridges (explosives) for small arms and priming materials for such cartridges
United States of America	KLEANBORE	223,998	RA Brands, L.L.C.	Ammunition
United States of America	MANAGED-RECOIL	3,365,501	RA Brands, L.L.C.	Ammunition
US	MASTER*	4032817	Remington Arms	

Country	Trademark	Registration Number	Owner	Goods
			Company, LLC	
US	MOISTUREGUARD	4142044	RA Brands, L.L.C.	
United States of America	MZL	4,729,388	RA Brands, L.L.C.	Gun-cleaning preparations; Gun cleaning lubricants; Gun cleaning patches
United States of America	NITRO 27	2,041,087	RA Brands, L.L.C.	Ammunition
United States of America	NITRO MAG	1,086,881	RA Brands, L.L.C.	Ammunition
US	NITRO MAG*	3609442	RA Brands, L.L.C.	
United States of America	NITRO PHEASANT	3,397,580	RA Brands, L.L.C.	Ammunition
United States of America	NITRO TURKEY	3,397,579	RA Brands, L.L.C.	Ammunition
United States of America	NITRO-STEEL	3,365,502	RA Brands, L.L.C.	Ammunition
Australia	PETERS	1056190	RA Brands, L.L.C.	Ammunition
Canada	PETERS	TMA711,662	RA Brands, L.L.C.	Ammunition
China (People's Republic)	PETERS	4575394	RA Brands, L.L.C.	
European Union (Community)	PETERS	4367868	RA Brands, L.L.C.	Ammunition
Germany	PETERS	1093458	RA Brands, L.L.C.	Firearms, ammunition and projectiles as well as their parts, explosives
Mexico	PETERS	952523	RA Brands, L.L.C.	Ammunition
United States of America	PETERS	324,506	RA Brands, L.L.C.	Ammunition, particularly metallic cartridges, empty metallic shells, cartridges
United States of America	PETERS	3,020,566	RA Brands, L.L.C.	Ammunition
United States of America	PETERS (Stylized)	60,728	RA Brands, L.L.C.	Cartridges

Country	Trademark	Registration Number	Owner	Goods
Canada	POWER LEVEL	TMA736,422	RA Brands, L.L.C.	Small arms ammunition
US	POWER LEVEL*	3387463	RA Brands, L.L.C.	
Australia	POWER PISTON	1798271	RA Brands, L.L.C.	Ammunition, namely, wad columns for shotshells
Australia	POWER PISTON	A203107	RA Brands, L.L.C.	
Benelux	POWER PISTON	99303	RA Brands, L.L.C.	
Canada	POWER PISTON	TMA154692	RA Brands, L.L.C.	Shotshells containing wad columns and wad columns sold as components
Denmark	POWER PISTON	VR196700566	RA Brands, L.L.C.	
European Union (Community)	POWER PISTON	IR1310272	RA Brands, L.L.C.	Ammunition, namely, wad columns for shotshells
France	POWER PISTON	1354441	RA Brands, L.L.C.	
Germany	POWER PISTON	835604	RA Brands, L.L.C.	
Greece	POWER PISTON	35834	RA Brands, L.L.C.	
Int'l Registration - Madrid Protocol Only	POWER PISTON	IR1310272	RA Brands, L.L.C.	Ammunition, namely, wad columns for shotshells
Norway	POWER PISTON	70691	RA Brands, L.L.C.	
Switzerland	POWER PISTON	IR1310272	RA Brands, L.L.C.	Ammunition, namely, wad columns for shotshells
United Kingdom	POWER PISTON	896507	RA Brands, L.L.C.	Ammunition
International	POWER PISTON & DESIGN	1310272	RA Brands, L.L.C.	
United States of America	POWER PISTON (Stylized)	799,017	RA Brands, L.L.C.	Ammunition - namely, wad columns for shotshells
Norway	POWER PISTON and Design	201610873	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
Norway	POWER PISTON*	IR1310272	RA Brands, L.L.C.	Ammunition, namely, wad columns for shotshells
Sweden	POWER PISTON	120082	RA Brands, L.L.C.	
Switzerland	POWER PISTON	348.376	RA Brands, L.L.C.	
Finland	POWER-LO KT	221597	RA Brands, L.L.C.	
France	POWER-LO KT	1471363	RA Brands, L.L.C.	
Canada	POWER-LO KT*	TMA587,761	RA Brands, L.L.C.	
Canada	POWER-LO KT PREMIER CORELOKT ULTRA BONDED	TMA710,896	RA Brands, L.L.C.	
US	POWER-LOKT (Stylized)*	818517	RA Brands, L.L.C.	
US	PPC*	1419124	Remington Arms Company, LLC	
US	PPC*	3349403	Remington Arms Company, LLC	
United States of America	PREMIER	1,908,366	RA Brands, L.L.C.	Ammunition
US	PREMIER*	3556214	RA Brands, L.L.C.	
Canada	PREMIER CORE-LOKT ULTRA BONDED	TMA710,896	RA Brands, L.L.C.	Small arms ammunition
European Union (Community)	PREMIER CORE-LOKT ULTRA BONDED	4954871	RA Brands, L.L.C.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating for use in connection with firearms; Lubricants, gun lubricants

Country	Trademark	Registration Number	Owner	Goods
				and lubricants for bullets; gas for firearms; Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms
Canada	R (Stylized)	TMA497,716	RA Brands, L.L.C.	
United States of America	R (Stylized)	2,061,907	RA Brands, L.L.C.	Firearms and ammunition, namely, shotguns, rifles, metallic cartridges, shotshells, caps
United States of America	R (Stylized)	4827872	RA Brands, L.L.C.	
US	R (Stylized)	2211023	RA Brands, L.L.C.	
Mexico	R DEFENSE and Design	1388649	RA BRANDS, L.L.C.	
European Union (Community)	R DEFENSE Logo	11790409	RA Brands, L.L.C.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms
US	R-25 Gli	5042485	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
United States of America	R2Mi	Appln. No. 88/842,808 (Pending)	RA Brands, L.L.C.	
US	R51	4614494	RA Brands, L.L.C.	
US	R700 & DESIGN*	4023818	RA Brands, L.L.C.	
US	REM	1960454	RA Brands, L.L.C.	
US	REM	4240074	RA Brands, L.L.C.	
US	REM ALL IN	4552751	RA Brands, L.L.C.	
Canada	REM DRI	TMA683,782	RA Brands, L.L.C.	
US	REM DRI	3080581	RA Brands, L.L.C.	
African Intellectual Property Organization (OAPI)	REMINGTON	15821	RA Brands, L.L.C.	Firearms - namely, military and sporting rifles; shotguns, pistols, air rifles and parts thereof; and ammunition-namely, metallic cartridges, metallic shot shells, paper shotshells, empty metallic and paper shells, blank cartridges, caps, primers, wads shot and bullets
Argentina	REMINGTON	1967026	RA Brands, L.L.C.	
Australia	REMINGTON	65782	RA Brands, L.L.C.	Ammunition
Australia	REMINGTON	A18407	RA Brands, L.L.C.	
Austria	REMINGTON	41764	RA Brands, L.L.C.	Cutlery, tools, scythes, sickles and cutting, slashing and stabbing weapons, powder actuated tools ; Firearms, particularly military and sporting rifles, shotguns, industrial guns and parts thereof; ammunition; Machines, machine parts, driving belts flexible pipes; coin- freed apparatus, household and kitchen utensils, etc.
Belarus	REMINGTON	6475	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
Benelux	REMINGTON	98650	RA Brands, L.L.C.	Powered chain saws (gasoline, pneumatic or electric), concrete rubbing machines, concrete vibrators, power trailers, concrete screeds, cut-off saws and sail grinders, drills, screwdrivers, put setters, impact wrenches, grinders, sanders and circular saws, terrazzo grinders, flexible shaft grinders, sanders, polishers, brushes, parts, accessories and attachments for the aforesaid tools including chain saw guide bars, chain saw sprockets, saw chains, flexible shafts, spindles and electric motors but not included wheels, blades, discs and similar devices which are abrasive coated; powder actuated stud drivers, hole punchers, livestock stunning tools and 8 gauge industrial kiln guns, their parts, accessories and devices including studs, pins and mechanically held expansion bolts (not included in other classes); Hand manipulated chain saws, concrete vibrators, power trailers, concrete screeds, cut-off saws and sail grinders, drills, screwdrivers, put setters, impact wrenches, grinders, sanders and circular saws, terrazzo grinders, flexible shaft grinders, sanders, polishers, brushes, parts, accessories and attachments for the aforesaid tools including chain saw guide bars, chain saw sprockets, saw chains, flexible shafts, spindles and electric motors but not included wheels, blades, discs and similar devices which are abrasive coated; powder actuated stud drivers, hole punchers, livestock stunning tools and 8 gauge industrial kiln guns, their parts, accessories and devices including studs, pins and mechanically held expansion bolts (not included in other classes)
Benelux	REMINGTON	99281	RA Brands, L.L.C.	Lubricants, particularly gun oils and bullet lubricants ; Firearms, particularly military and sporting rifles, shotguns, pistols, industrial guns and gun implements and parts and accessories thereof, and ammunition, particularly mtallic cartridges, metallic shot shells, paper shot shells, industrial gun shells, empty metallic and paper shells, blank cartridges, caps, primers, wads, shot and bullets, and power cartridges for powder actuated tools and devices

Country	Trademark	Registration Number	Owner	Goods
Bolivia	REMINGTON	65258-A	RA Brands, L.L.C.	Gunpowder and explosives for all use, including industrial use, fireworks, cartridges, projectiles and firearms and war material in general
Brazil	REMINGTON	3360580	RA Brands, L.L.C.	Firearms and ammunition
Brazil	REMINGTON	816093091	RA Brands, L.L.C.	Firearms and ammunition
Canada	REMINGTON	TM55373	Remington Arms Company, LLC	
Canada	REMINGTON	TMA468,948	RA Brands, L.L.C.	
Canada	REMINGTON	TMDA020942	RA Brands, L.L.C.	Rifles, shotguns, pistols, cartridges, cartridge shells, shot gun cartridges, paper shot shells, powders, wads, percussion caps, primers, bullets and shot
Caribbean Netherlands(Bonaire, St Eustatius, Saba)	REMINGTON	1085	RA Brands, L.L.C.	Firearms and ammunition
China (People's Republic)	REMINGTON	630750	RA Brands, L.L.C.	
China (People's Republic)	REMINGTON	630807	RA Brands, L.L.C.	
China (People's Republic)	REMINGTON	630825	RA Brands, L.L.C.	
Colombia	REMINGTON	105.703	RA Brands, L.L.C.	Firearms and ammunition accessories, ammunition, cartridge cases, blank cartridges, caps, primers and powder actuated tools
Colombia	REMINGTON	2640	RA Brands, L.L.C.	Firearms, ammunition, projectiles, explosive Substances, fireworks
Costa Rica	REMINGTON	21743	RA Brands, L.L.C.	
Costa Rica	REMINGTON	168404	RA Brands, L.L.C.	Firearms and ammunition
Curacao	REMINGTON	15357	RA Brands, L.L.C.	Firearms and ammunition

Country	Trademark	Registration Number	Owner	Goods
Curacao (Old Code)	REMINGTON	3812	RA Brands, L.L.C.	
Czech Republic	REMINGTON	190834	RA Brands, L.L.C.	Firearms and ammunition
Denmark	REMINGTON	VG 1962 00168	RA Brands, L.L.C.	Powder driven machine tools ; Firearms and parts thereof; ammunition
Denmark	REMINGTON	VG196200168	RA Brands, L.L.C.	
Egypt	REMINGTON	36	RA Brands, L.L.C.	
European Union (Community)	REMINGTON	64634	RA Brands, L.L.C.	Firearms and ammunition
Finland	REMINGTON	221596	RA Brands, L.L.C.	
France	REMINGTON	1223308	RA Brands, L.L.C.	Firearms, ammunition and projectiles; explosive substances; fireworks
France	REMINGTON	1471368	RA Brands, L.L.C.	Chemicals used in industry science & photography as well as in agriculture, horticulture & forestry; unprocessed artificial resins; unprocessed plastics; manures; fire extinguishing compositions; tempering & soldering preparations, etc.; Industrial oils & greases; lubricants; dust absorbing, wetting & binding compositions fuels (including motor spirit) & illuminants; candles wicks ; Common metals & their alloys; metal building materials; transportation buildings of metal; materials of metal for railway tracks; non-electric cables & wires of common metal ironmongery small items of metal hardware; pipes & tubes of metal; safes; goods of common metal not included etc. ; Machines & Machine tools; motors (except for land vehicles); machine coupling & belting (except for land vehicles); agricultural implements; incubators for eggs ; Hand tools and implements (hand operated); cutlery; side arms; razors ; Firearms; ammunition & projectiles; explosives; fireworks ; Rubber gutta-percha gum asbestos mica & goods made from these materials & not included in other classes; plastics in extruded form for use in manufacture; packing stoping & insulating materials flexible pipes not of metal ;

Country	Trademark	Registration Number	Owner	Goods
				Ropes string nets tents awnings tarpaulins sails sacks & bags (not included in other classes); padding & stuffing materials (except of rubber or plastics); raw fibrous textile materials ; Clothing footwear headgear ; Games & playthings; gymnastic & sporting articles not included in other classes; decorations for Christmas trees ; Construction & repair ; Material treatment ; Miscellaneous
France	REMINGTON	1630467	RA Brands, L.L.C.	
Germany	REMINGTON	348084	RA Brands, L.L.C.	Shot guns, pistols, accessories for hand firearms, metallic cartridges, metallic shotshells, shot shells of paper and cardboard, cartridge covers consisting of metal or paper explosion cartridges, ignition caps, percussion caps, cartridge wads and bullets
Germany	REMINGTON	869020	RA Brands, L.L.C.	Firearms, particularly, military and sporting rifles, shotguns, industrial guns and parts thereof; ammunition
Germany	REMINGTON	928,260	RA Brands, L.L.C.	Firearms, military and sporting rifles, shotguns, pistols, industrial guns and parts thereof; explosives, inflammables, fireworks, projectiles and munitions, ammunition, metallic cartridges and shot shells; empty metallic cartridges and paper shells; blank cartridges, cartridge cases, caps, primers, wads, shot bullets and powder cartridges for power activated tools
Greece	REMINGTON	14337	RA Brands, L.L.C.	Firearms, ammunition
Greece	REMINGTON	49834	RA Brands, L.L.C.	Firearms and firearm accessories, military and sporting rifles, shotguns, pistols, industrial guns and parts thereof; explosives, inflammables, matches, fireworks projectiles and munitions, ammunition, metallic cartridges and shotshells; empty metallic shells
Guatemala	REMINGTON	12409	RA Brands, L.L.C.	Ammunition
Honduras	REMINGTON	64504	RA Brands, L.L.C.	
Hong Kong	REMINGTON	4780	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
Israel	REMINGTON	17800	RA Brands, L.L.C.	Firearms and parts thereof; ammunition
Italy	REMINGTON	659603	RA Brands, L.L.C.	
Italy	REMINGTON	898380	RA Brands, L.L.C.	
Italy	REMINGTON	1049345	RA Brands, L.L.C.	Firearms and ammunition
Italy	REMINGTON	1097635	RA Brands, L.L.C.	Firearms and ammunition
Italy	remington	0001394003	Remington Arms Company, LLC	
Italy	REMINGTON	0001535182	RA BRANDS, L.L.C.	
Italy	remington	0001609526	Remington Arms Company, LLC	
Jamaica	REMINGTON	8554	RA Brands, L.L.C.	Firearms and ammunition
Japan	REMINGTON	416557	RA Brands, L.L.C.	Shotguns, pistols, revolvers, rifles, and other guns, accessories of gun; cartridges for all kinds of guns; components thereof (except torpedos)
Kazakhstan	REMINGTON	5377	RA Brands, L.L.C.	
Korea, Republic of	REMINGTON	40258978	RA Brands, L.L.C.	
Korea, Republic of	REMINGTON	40-5564	RA Brands, L.L.C.	Airgun, hunting gun, rifle, machine gun, pistol, cannon, anti-aircraft gun, trvoilless gun, motar, heavy machine-gun, gun barrel, safety lock, gun sight, cannon barrrel, cannon stand, gun support, case shot, air gun bullet, hunting gun bullet, bullet, machine-gun bullet, cannon ball, cartridge, smokeless powder, black powder, gun-cotton, dynamite, ammonium nitrate explosive, carlit, initial explosive, liquid explosive,

Country	Trademark	Registration Number	Owner	Goods
				fuse, percussion cap, powder train, powder case, cartridge box, hand-grenade, landmine, depth charge, mine, torpedo, bomb, rocket bomb, guided missile, flare bomb, incendiary bomb, smoke shell, gas shell and bengal flame; Gun stand
Lebanon	REMINGTON	97799	RA Brands, L.L.C.	
Malaya	REMINGTON	47.0974359	RA Brands, L.L.C.	
Malaya	REMINGTON	M/31841	RA Brands, L.L.C.	
Malaysia	REMINGTON	95/03574	RA Brands, L.L.C.	
Malaysia	REMINGTON	M/85845	RA Brands, L.L.C.	Firearms and firearm accessories, military and sporting rifles, shotguns, pistols, revolvers, and parts thereof industrial guns and parts thereof, explosives, inflammables, projectiles and munitions, ammunition, cartridge cases, blank cartridges, caps, primer cartridges, caps, primers, etc.
Mexico	REMINGTON	20059	RA Brands, L.L.C.	Firearms, particularly military and sporting rifles, shotguns and pistols and implements and accessories for guns rifles, and shotguns; ammunition, particularly metallic cartridges, metallic shotshells, paper shotshells, empty metallic and paper shells, blank paper shells, blank cartridges, etc.
Mexico	REMINGTON	291554	RA Brands, L.L.C.	Firearms, ammuntion
New Zealand	REMINGTON	131933	RA Brands, L.L.C.	Firearms and firearms accessories in this class, rifles, shotguns and parts thereof, industrial guns and parts thereof in the this class, explosives, projectiles and munitions, ammunition, cartridge cases, blank cartridges, primers, wads and shot pellets
Norway	REMINGTON	132892	RA Brands, L.L.C.	Firearms - namely, military and sporting rifles; shotguns, pistols, air rifles and parts thereof; and ammunition-namely, metallic cartridges, metallic shot shells, paper shotshells , empty metallic and paper shells, blank cartridges, caps, primers, wads shot and bullets
Paraguay	REMINGTON	280055	RA Brands, L.L.C.	Firearms; ammunition & Projectiles; explosives; fireworks

Country	Trademark	Registration Number	Owner	Goods
Paraguay	REMINGTON	343409	RA Brands, L.L.C.	Firearms and ammunition
Peru	REMINGTON	76920-2001	RA Brands, L.L.C.	Firearms and ammunition
Poland	REMINGTON	R-98155	RA Brands, L.L.C.	Firearms
Portugal	REMINGTON	160158	RA Brands, L.L.C.	Hunting guns, rifles, metallic shells, card shells for shots and cap guns
Puerto Rico	REMINGTON	11210	RA Brands, L.L.C.	
Russian Federation	REMINGTON	142128	RA Brands, L.L.C.	Firearms; ammunition and missiles; explosives; fireworks
Rwanda	REMINGTON	1959/006390	Remington Arms Company, LLC	
Singapore	REMINGTON	T95/01482C	RA Brands, L.L.C.	
Slovakia	REMINGTON	181110	RA Brands, L.L.C.	Firearms and ammunition
South Africa	REMINGTON	1995/15980	Remington Arms Company, LLC	
South Africa	REMINGTON	1995/15981	Remington Arms Company, LLC	
South Africa	REMINGTON	1999/00503	RA Brands, L.L.C.	
South Africa	REMINGTON	B1982/08467	Remington Arms Company, LLC	
Spain	REMINGTON	107312	RA Brands, L.L.C.	Shotguns, pistols and rifles

Country	Trademark	Registration Number	Owner	Goods
Spain	REMINGTON	1947427	RA Brands, L.L.C.	
St. Maarten	REMINGTON	13679	RA Brands, L.L.C.	Firearms and ammunition
Sweden	REMINGTON	183624	RA Brands, L.L.C.	Machines and machine tools; motors (except for land vehicles); machine coupling and belting (except for land vehicles); agricultural implements; incubators for eggs; Hand tools and implements (hand operated); cutlery; side arms; razors; Firearms; ammunition and projectiles; explosives; fireworks
Switzerland	REMINGTON	300058	RA Brands, L.L.C.	Power actuated tools particularly arranged to drive or propel a driving, penetrating, or other element by the explosion of a propellant charge, driving and driven elements for use in and parts of and accessories for such tools, fastening devices, studs, pins and bolts adapted to be driven by such tools, captive piston tools adapted for stunning animals, and captive piston tools for performing various mechanical operations; hand manipulated portable power tools driven by electric pneumatic or gasoline engine power, including specifically chain saws, polishers, buffers, sanders, routers, grinders, screwdrivers, planes, impact wrenches, augers, concrete vibrators, concrete surfacers, generators, pumps, trowels, earth borers, flexible shafts, spindles, and accessories and attachments for such tools ; Power actuated tools particularly arranged to drive or propel a driving, penetrating, or other element by the explosion of a propellant charge, driving and driven elements for use in and parts of and accessories for such tools, fastening devices, studs, pins and bolts adapted to be driven by such tools, captive piston tools adapted for stunning animals, and captive piston tools for performing various mechanical operations; hand manipulated portable power tools driven by electric pneumatic or gasoline engine power, including specifically chain saws, polishers, buffers, sanders, routers, grinders, screwdrivers, planes, impact wrenches, augers, concrete vibrators, concrete surfacers, generators, pumps, trowels, earth borers, flexible shafts, spindles, and accessories and attachments for such tools ; Firearms,

Country	Trademark	Registration Number	Owner	Goods
				particularly military and sporting rifles, shotguns, industrial guns, and parts thereof, and ammunition, particularly metallic cartridges, metallic shot shells, paper shot shells, industrial gun shells, empty metallic and paper shells, blank cartridges, caps, primers, wads, shot, bullets, and power cartridges for power actuated tools and devices
Switzerland	REMINGTON	408457	RA Brands, L.L.C.	
Turkey	REMINGTON	131225	RA Brands, L.L.C.	Shotguns, pistols, battle guns, firearms and accessories, metal cartridges, hunting shots with metal cartridges, hunting shots with paper cartridges, empty metal or paper shot cartridges, dummies, percussion caps, fuses, primers and projectiles
Ukraine	REMINGTON	12980	Remington Arms Company, LLC	Firearms
United Kingdom	REMINGTON	2023571	RA Brands, L.L.C.	
United States of America	REMINGTON	745,041	RA Brands, L.L.C.	Firearms and ammunition - namely, shotguns and parts thereof, rifles and parts thereof, metallic cartridges, shotshells, empty metallic shells, empty shotshells, blank cartridges, caps, primers, wads and bullets
United States of America	REMINGTON	2872763	RA Brands, L.L.C.	Industrial guns for use in kilns, mining and in seismic exploration
Uruguay	REMINGTON	435.651	RA Brands, L.L.C.	Firearms and ammunition
Uruguay	REMINGTON	339739	RA Brands, L.L.C.	
US	REMINGTON	330832	RA Brands, L.L.C.	
US	REMINGTON	1092498	RA Brands, L.L.C.	
US	REMINGTON	1843652	RA Brands, L.L.C.	
US	REMINGTON	1908358	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
US	REMINGTON	2019103	RA Brands, L.L.C.	
US	REMINGTON	2091798	RA Brands, L.L.C.	
US	REMINGTON	2109608	RA Brands, L.L.C.	
US	REMINGTON	2282454	RA Brands, L.L.C.	
US	REMINGTON	2377947	RA Brands, L.L.C.	
US	REMINGTON	4614361	RA Brands, L.L.C.	
Venezuela	REMINGTON	12841	RA Brands, L.L.C.	
Venezuela	REMINGTON	20914	RA Brands, L.L.C.	
Venezuela	REMINGTON	F012841	RA Brands, L.L.C.	Firearms, particularly military and hunting rifles, hunting shotguns, revolver and pistols, utensils, implements and accessories, implements for shot guns, ammunition, particularly metallic cartridges, metallic shotshells, paper shotshells, empty metallic and paper shells, blank cartridges, caps
Venezuela	REMINGTON	F020914	RA Brands, L.L.C.	Firearms, ammunition
Zimbabwe	REMINGTON	1519-95	Remington Arms Company Inc.	
Zimbabwe	REMINGTON	1997/001520	Remington Arms Company Inc.	
Brazil	REMINGTON & BALL DEVICE	3240363	RA Brands, L.L.C.	
Chile	REMINGTON & Ball Device	606.867	RA Brands, L.L.C.	
Chile	REMINGTON & Ball Device	940246	RA Brands, L.L.C.	Arms of all kinds and explosive substances; destructive apparatus and substances of war; ammunition and shells;

Country	Trademark	Registration Number	Owner	Goods
				armors; plates, shields and personal shelters against cutting weapons; projectiles and all other destruction means; pyrotechnic products, accessories and apparatus for target shooting; firearms and its parts and pieces
Pakistan	REMINGTON (Ball Design)	31733	RA Brands, L.L.C.	Design - firearms, ammunition
Austria	REMINGTON (Script)	74207	RA Brands, L.L.C.	Firearms, ammunition and projectiles; explosive substances; fireworks
Argentina	REMINGTON (Stylized and Underlined)	1985551	RA Brands, L.L.C.	
Argentina	REMINGTON (Stylized and Underlined)	2.693.910	RA Brands, L.L.C.	Firearms; ammunition and projectiles; explosive substances; fireworks
Australia	REMINGTON (Stylized and Underlined)	18407	RA Brands, L.L.C.	Rifles and guns
Austria	REMINGTON (Stylized and Underlined)	58032	RA Brands, L.L.C.	
Benelux	REMINGTON (Stylized and Underlined)	98651	RA Brands, L.L.C.	Lubricants, in particular gun oils and bullet lubricants; Powered chain saws (gasoline, pneumatic or electric), concrete rubbing machines, concrete vibrators, power trailers, concrete screeds, cut off saws and sail grinders, drills, screwdrivers, put setters, impact wrenches, grinders, sanders and circular saws, terrazzo grinders, flexible shaft grinders, sanders, polishers, brushes, parts, accessories and attachments for the aforesaid tools including chain saw guide bars, chain saw sprockets, saw chains, flexible shafts, spindles and electric motors but not included wheels, blades, discs and similar devices which are abrasive coated; powder actuated stud drivers, hole punchers, livestock stunning tools and 8 gauge industrial kiln guns, their parts, accessories and devices including studs, pins and mechanically held expansion bolts (not included in other classes); Hand manipulated chain saws, concrete vibrators, power trailers, concrete screeds, cut off saws and sail grinders, drills, screwdrivers, put setters, impact wrenches, grinders, sanders and circular saws, terrazzo grinders, flexible shaft grinders, sanders, polishers, brushes, parts, accessories and attachments for the aforesaid tools including chain saw guide

Country	Trademark	Registration Number	Owner	Goods
				bars, chain saw sprockets, saw chains, flexible shafts, spindles and electric motors but not included wheels, blades, discs and similar devices which are abrasive coated,. powder actuated stud drivers, hole punchers, livestock stunning tools and 8 gauge industrial kiln guns, their parts, accessories and devices including studs, pins and mechanically held expansion bolts (not included in other classes; Firearms, in particular military and sporting rifles, shotguns, pistols, industrial guns and gun implements, parts and accessories therefor; ammunition, particularly metallic cartridges, metallic shot shells, paper shot shells, industrial gun shells, empty metallic and paper shells, blank cartridges; caps, primers, wads, shot, bullets and power cartridges for powder actuated devices
Chile	REMINGTON (Stylized and Underlined)	882.915	RA Brands, L.L.C.	Firearms of all kind, parts thereof and accessories thereto, ammunitions and cartridges; wads and apparatus for charging, cleaning and keeping up arms
United Kingdom	REMINGTON (Stylized and Underlined)	747428	RA Brands, L.L.C.	Firearms and parts thereof and ammunition
United States of America	REMINGTON (Stylized and Underlined)	187,871	RA Brands, L.L.C.	Firearms, particularly military and sporting rifles, shotguns, pistols, and parts thereof, metallic cartridges, empty metallic shells, blank cartridges, caps, primer wads, shot, and bullets
US	REMINGTON (Stylized and Underlined)	2029536	RA Brands, L.L.C.	
Argentina	REMINGTON (Stylized)	2131555	RA Brands, L.L.C.	
Benelux	REMINGTON (Stylized)	315804	RA Brands, L.L.C.	Firearms and firearm accessories; military and sporting rifles, shotguns, pistols, industrial guns and parts thereof, explosives, inflammables, fireworks, projectiles and munitions, ammunition, metallic cartridges and shot shells; empty metallic and paper shells; blank cartridges, cartridge cases, caps, primers, wads, shot bullets, and powder cartridges for power activated tools ; Matches
Canada	REMINGTON (Stylized)	TMA489,314	RA Brands, L.L.C.	
Canada	REMINGTON (Stylized)	TMA669,968	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
Canada	REMINGTON (Stylized)	TMA681,490	RA Brands, L.L.C.	
Canada	REMINGTON (Stylized)	TMA752,771	RA Brands, L.L.C.	
Chile	REMINGTON (Stylized)	672.128	RA Brands, L.L.C.	
Chile	REMINGTON (Stylized)	1041951	RA Brands, L.L.C.	Firearms and projectiles, ammunition, explosives, fireworks
China (People's Republic)	REMINGTON (Stylized)	9242352	RA Brands, L.L.C.	
China (People's Republic)	REMINGTON (Stylized)	9242353	RA Brands, L.L.C.	
Denmark	REMINGTON (Stylized)	VR 1974 01985	RA Brands, L.L.C.	Firearms, particularly military and sporting rifles, shotguns, industrial guns and parts thereof, ammunitions, particularly ordinary gun cartridges, shotgun cartridges, industrial cartridges, cartridge cases of metal and paper, loose cartridges for power activated tools
Denmark	REMINGTON (Stylized)	VR 1975 04394	RA Brands, L.L.C.	Firearms and ammunition, namely, shotguns and parts thereof, rifles and parts thereof
Denmark	REMINGTON (Stylized)	VR197401985	RA Brands, L.L.C.	
Denmark	REMINGTON (Stylized)	VR197504394	RA Brands, L.L.C.	
Mexico	REMINGTON (Stylized)	910051	RA Brands, L.L.C.	
Mexico	REMINGTON (Stylized)	943760	RA Brands, L.L.C.	
Mexico	REMINGTON (Stylized)	995340	RA Brands, L.L.C.	
Nicaragua	REMINGTON (Stylized)	1488	RA Brands, L.L.C.	
Pakistan	REMINGTON (Stylized)	74150	RA Brands, L.L.C.	Firearms including rifles, shotguns, pistols, industrial guns and parts thereof, ammunition including loaded cartridges, empty cartridge cases, caps, primers, wads, projectiles shot pellets, and other components, and blank cartridges

Country	Trademark	Registration Number	Owner	Goods
Panama	REMINGTON (Stylized)	8882	RA Brands, L.L.C.	Firearms and ammunition
South Africa	REMINGTON (Stylized)	296/21	RA Brands, L.L.C.	Firearms and ammunition
Switzerland	REMINGTON (Stylized)	P-408,457	RA Brands, L.L.C.	Firearms; ammunition and projectiles; explosive substances; fireworks
Taiwan	REMINGTON (Stylized)	734414	RA Brands, L.L.C.	Firearms and ammunition
United Kingdom	REMINGTON (Stylized)	1005010	RA Brands, L.L.C.	Firearms and parts thereof included in Class 13, and ammunition
United States of America	REMINGTON (Stylized)	1027328	RA Brands, L.L.C.	
United States of America	REMINGTON (Stylized)	2872762	RA Brands, L.L.C.	Firearms and ammunition - namely, shotguns and parts thereof rifles and parts thereof, metallic cartridges, shotshells, empty metallic shells, empty shotshells, blank cartridges, caps, primers, wads, and bullets
US	REMINGTON (Stylized)	2012463	RA Brands, L.L.C.	
US	REMINGTON (STYLIZED)	2035984	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	2792880	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	2821830	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	2824186	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	2824187	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	2824188	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	2824189	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	2824190	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	2824191	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
US	REMINGTON (Stylized)	2995937	RA Brands, L.L.C	
US	REMINGTON (Stylized)	3001550	RA Brands, L.L.C.	
US	REMINGTON (STYLIZED)	3339403	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	3999993	RA Brands, L.L.C.	
US	REMINGTON (Stylized)	4086621	RA Brands, L.L.C.	
Canada	REMINGTON (Stylized) Design	TMA681490	RA BRANDS, L.L.C.	
Panama	REMINGTON and Design	M8936-01	RA Brands, L.L.C.	
Paraguay	REMINGTON and Design	113989	Remington Arms Company, LLC	
Paraguay	REMINGTON and Design	140699	REMINGTON ARMS COMP. INC.	
Paraguay	REMINGTON and Design	183291	RA BRANDS, L. L. C.	
Paraguay	REMINGTON and Design	418804	RA BRANDS, LLC	
Venezuela	REMINGTON and Design	F042140	Remington Arms Company, LLC	
US	REMINGTON GAS PISTON	85/128,002	RA Brands, L.L.C.	
Canada	REMINGTON HTP HIGH TERMINAL PERFORMANCE	TMA936,742	RA Brands, L.L.C.	Ammunition

Country	Trademark	Registration Number	Owner	Goods
European Union (Community)	REMINGTON HTP HIGH TERMINAL PERFORMANCE	11681012	RA Brands, L.L.C.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; large calibre ammunition; medium calibre ammunition; small calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms
Mexico	REMINGTON HTP HIGH TERMINAL PERFORMANCE	1376580	RA Brands, L.L.C.	Ammunition
Canada	REMINGTON HTP HIGH TERMINAL PERFORMANCE	TMA936742	RA BRANDS, L.L.C.	
United States of America	REMINGTON HTP HIGH TERMINAL PERFORMANCE	4,735,668	RA Brands, L.L.C.	Ammunition
European Union (Community)	REMINGTON HYPERSONIC	11696201	RA Brands, L.L.C.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; component of firearms, namely, a gas operating system; parts and fittings for firearms
Singapore	REMINGTON in Circle	T59/25174	RA Brands, L.L.C.	

Country	Trademark	Registration Number	Owner	Goods
Singapore	REMINGTON in Circle	T67/41062J	RA Brands, L.L.C.	
Singapore	REMINGTON in Circle	T67/41063I	RA Brands, L.L.C.	
Singapore	REMINGTON in Circle & Underlined	T5925174H	RA Brands, L.L.C.	Firearm and parts thereof included in Class 13; and ammunition
US	REMINGTON RACING	2591799	RA Brands, L.L.C.	
US	REMINGTON SPORTSMAN'S SERIES INSIGNIA EDITION	3811305	RA Brands, L.L.C.	
United Kingdom	REMINGTON Stylized) & Red Device	753173	RA Brands, L.L.C.	
Finland	REMINGTON ULTRA	223667	RA Brands, L.L.C.	
European Union (Community)	REMINGTON UMC	8282329	RA Brands, L.L.C.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms
European Union (Community)	REMINGTON UMC and Design	8282361	RA Brands, L.L.C.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural

Country	Trademark	Registration Number	Owner	Goods
				resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms
Benelux	REMINGTON UMC and Red Ball Design	99287	RA Brands, L.L.C.	Firearms and ammunition, war and sporting rifles, shotguns, pistols, metallic shot shells, paper shot shells, empty metallic and paper shells, blank cartridges; caps, wads and bullets
Canada	REMINGTON UMC and Red Ball Design	TMDA16221	RA Brands, L.L.C.	Firearms and ammunition
Canada	REM-LITE*	TMA524,720	RA Brands, L.L.C.	
US	REM-LITE	2312404	RA Brands, L.L.C.	
Canada	REM-TECH*	TMA524,724	RA Brands, L.L.C.	
Canada	REMTECH 2.0	TMA717,940	RA Brands, L.L.C.	
US	REMTECH 2.0*	3308252	RA Brands, L.L.C.	
United States of America	RP	5,214,339	RA Brands, L.L.C.	Firearms
United States of America	R-P (Stylized and Design)	1,032,208	RA Brands, L.L.C.	Ammunition - namely, metallic cartridges, empty metallic cartridges and blank cartridges

Country	Trademark	Registration Number	Owner	Goods
Canada	SHUR SHOT	TMA386,597	RA Brands, L.L.C.	Ammunition particularly fixed ammunition for small arms and components thereof
France	SHUR SHOT	1471367	RA Brands, L.L.C.	Firearms; ammunition and projectiles; explosive substances; fireworks
Mexico	SHUR SHOT	64421	RA Brands, L.L.C.	
United States of America	SHUR SHOT	514,027	RA Brands, L.L.C.	Ammunitions-particularly fixed ammunition for small arms and components thereof
United States of America	SLUGGER	1,290,918	RA Brands, L.L.C.	Ammunition
United States of America	SPORTSMAN	3,365,500	RA Brands, L.L.C.	Ammunition
Austria	STREN	57.6	RA Brands, L.L.C.	
South Africa	STREN	1995/16650	Remington Arms Company, LLC	
Canada	STS	TMA681,491	RA Brands, L.L.C.	Ammunition
Mexico	STS	894549	RA Brands, L.L.C.	
United States of America	STS	2047639	RA Brands, L.L.C.	
US	STS*	2992569	RA Brands, L.L.C.	
US	STS*	3628840	RA Brands, L.L.C.	
Canada	SWIFT-LOKT	TMA698,747	RA Brands, L.L.C.	
US	SWIFT-LOKT*	3160225	RA Brands, L.L.C.	
United States of America	TAC 8	2,843,948	RA Brands, L.L.C.	Shotgun ammunition, buckshot ammunition, loaded ammunition
US	TACTICAL 20*	3257281	Remington Arms	

Country	Trademark	Registration Number	Owner	Goods
			Company, LLC	
Canada	TANGO	TMA750,646	RA Brands, L.L.C.	
US	TANGO*	3309829	RA Brands, L.L.C.	
US	THE REMINGTON SPORTSMEN'S LIBRARY*	1776874	RA Brands, L.L.C.	
Canada	THE VETERAN	TMA753,455	RA Brands, L.L.C.	
US	THE VETERAN*	3506106	RA Brands, L.L.C.	
United States of America	THUNDERBOLT	1,133,079	RA Brands, L.L.C.	Ammunition
United States of America	TYRANT	4783164	RA Brands, L.L.C.	
United States of America	U.M.C.	49,616	RA Brands, L.L.C.	Gun and pistol cartridges
Canada	ULTRA BONDED	TMA710,596	RA Brands, L.L.C.	Small arms ammunition
European Community	ULTRA BONDED*	4907507	RA Brands, L.L.C.	
United States of America	ULTRA BONDED	3,188,363	RA Brands, L.L.C.	Ammunition
European Union (Community)	ULTRA MAG	7415466	RA Brands, L.L.C.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating for use in connection with firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms;

Country	Trademark	Registration Number	Owner	Goods
				barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms
United States of America	ULTRA MAG	3,927,230	RA Brands, L.L.C.	Ammunition
United States of America	UMC	1,907,281	RA Brands, L.L.C.	Ammunition
United States of America	UML	5,256,597	RA Brands, L.L.C.	Ammunition; muzzleloader ammunition
United States of America	VIPER	1,786,679	RA Brands, L.L.C.	Ammunition, namely, metallic cartridges
Canada	VORTEX	TMA555,666	RA Brands, L.L.C.	
Canada	WHITETAIL PRO	TMA747,700	RA Brands, L.L.C.	Small arms ammunition
United States of America	WHITETAIL PRO	3,390,008	RA Brands, L.L.C.	Ammunition
US	WHITETAIL PRO*	3366946	RA Brands, L.L.C.	
US	WINGMASTER HD	3366872	RA Brands, L.L.C.	LIND
Canada	WONDERLUBE*	TMA487,129	RA Brands, L.L.C.	Firearms
Canada	XELERATOR	TMA830846	RA BRANDS, L.L.C.	
European Union (Community)	XELERATOR	9222589	RA Brands, L.L.C.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms ; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Ammunition; firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre

Country	Trademark	Registration Number	Owner	Goods
				ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms
United States of America	XELERATOR*	3999053	RA Brands, L.L.C.	Trigger assemblies for firearms
Mexico	XELERATOR	1174096	RA Brands, L.L.C.	
United States of America	YELLOW JACKET	1,177,128	RA Brands, L.L.C.	Ammunition
Canada	ZULU	TMA750,647	RA Brands, L.L.C.	
US	ZULU*	3309830	RA Brands, L.L.C.	

IV. Domain names

	Domain Name	Registrant	Registrar	Expiration Date
1.	300aac.com	Remington Arms Company, Inc.	Network Solutions LLC	10/11/2020
2.	300blackout.com	Remington Arms Company, Inc.	Network Solutions LLC	9/18/2021
3.	300blk.com	Remington Arms Company, Inc.	Network Solutions LLC	10/1/2021
4.	remington-catalog.com	Remington Arms Company, Inc.	Network Solutions LLC	11/26/2022

	Domain Name	Registrant	Registrar	Expiration Date
5.	remington-coop.com	Remington Arms Company, Inc.	Network Solutions LLC	5/10/2021
6.	remington.com	Remington Arms Company, Inc.	Network Solutions LLC	3/14/2023
7.	remington.info	Remington Arms Company, Inc.	Network Solutions LLC	8/1/2023
8.	remington700.com	Remington Arms Company, Inc.	Network Solutions LLC	12/23/2022
9.	remingtonarmericanbirdhunt.com	Remington Arms Company, Inc.	Network Solutions LLC	10/2/2024
10.	remingtonarms.net	Remington Arms Company, Inc.	Network Solutions LLC	9/17/2021
11.	remingtongamecalls.com	Remington Arms Company, Inc.	Network Solutions LLC	1/22/2021
12.	remingtongreatamerican.com	Remington Arms Company, Inc.	Network Solutions LLC	10/2/2024
13.	remingtongreatamericanbirdhunt.com	Remington Arms Company, Inc.	Network Solutions LLC	10/2/2024
14.	remingtonle.com	Remington Arms Company, Inc.	Network Solutions LLC	7/13/2022
15.	remingtonmil.com	Remington Arms Company, Inc.	Network Solutions LLC	10/12/2024
16.	remingtonmilitary.com	Remington Arms Company, Inc.	Network Solutions LLC	1/12/2023
17.	remingtonnewsletter.com	Remington Arms Company, Inc.	Network Solutions LLC	6/11/2024
18.	remingtonoutdoor.info	Remington Arms Company, Inc.	Network Solutions LLC	11/15/2022
19.	remingtonoutdoorco.com	Remington Arms Company, Inc.	Network Solutions LLC	6/12/2023
20.	remingtonoutdoorcompany.co	Remington Arms Company, Inc.	Network Solutions LLC	6/12/2023
21.	remingtonoutdoorcompany.com	Remington Arms Company, Inc.	Network Solutions LLC	6/12/2023

	Domain Name	Registrant	Registrar	Expiration Date
22.	remingtonoutdoorcompany.info	Remington Arms Company, Inc.	Network Solutions LLC	6/12/2023
23.	remingtonoutdoorcompany.net	Remington Arms Company, Inc.	Network Solutions LLC	6/12/2023
24.	remingtonoutdoorcompany.org	Remington Arms Company, Inc.	Network Solutions LLC	6/12/2023
25.	remingtonoutdoorcompany.us	Remington Arms Company, Inc.	Network Solutions LLC	6/12/2023
26.	remingtonpartsstore.com	Remington Arms Company, Inc.	Network Solutions LLC	11/17/2024
27.	remingtonrebates.com	Remington Arms Company, Inc.	Network Solutions LLC	12/20/2020
28.	remingtonrepairs.com	Remington Arms Company, Inc.	Network Solutions LLC	8/16/2021
29.	remingtonrewards.com	Remington Arms Company, Inc.	Network Solutions LLC	12/6/2020
30.	remingtonshootingsschool.com	Remington Arms Company, Inc.	Network Solutions LLC	7/13/2025
31.	remingtonsucks.com	Remington Arms Company, Inc.	Network Solutions LLC	7/25/2025
32.	remingtonturkey.com	Remington Arms Company, Inc.	Network Solutions LLC	12/3/2020
33.	remingtonwaterfowl.com	Remington Arms Company, Inc.	Network Solutions LLC	12/3/2020
34.	rempac.org	Remington Arms Company, Inc.	Network Solutions LLC	12/20/2020
35.	rocperks.com	Remington Arms Company, Inc.	Network Solutions LLC	9/3/2021
36.	rocstars.cool	Remington Arms Company, Inc.	Network Solutions LLC	5/28/2022

V. Material Unregistered IP

None.

Schedule 1.1(n)
Customer Orders

None.

Schedule 1.1(o)
Purchase Orders

None.

Schedule 1.1(w)
Acquired Assets

None.

Schedule 1.2(t)
Excluded Assets

None.

Schedule 1.4(r)
Excluded Liabilities

1. All Liabilities of Seller and/or the Business relating to, resulting from or arising out of any Environmental Release, threatened Environmental Release, transport, disposal, recycling, reclamation, treatment or storage of Hazardous Substances, or the arrangement of the same, at any off-site location, in each case, to the extent arising or attributable to any period prior to the Closing, including, any Liability arising out of or related to the matter of Chemetco, Inc. Superfund Site, Hartford, Illinois, CERCLA Docket V-W-15-C-019 (2015).

Schedule 1.5(c)
Estimated Cure Amount

#	Category	Relates Primarily to	Location / Function	Contract Counter Party	Services Provided	Inception Date	Expiration Date	Latest Cure Cost Estimate ⁽¹⁾
1.	Ammunition	Lonoke	Federal	DHS-FLETC	Federal Contract	04/27/17	05/27/22	N/A
2.	Ammunition	Lonoke	Federal	DHS-FLETC	Federal Contract	10/07/19	09/30/24	N/A
3.	Ammunition	Lonoke	Federal	FRS	Federal Contract	10/07/04	01/31/21	N/A
4.	Ammunition	Lonoke	Lonoke	National Machinery, LLC	Tooling and Technology	11/20/15	05/18/34	92,605
5.	Ammunition	Lonoke	Lonoke	Video Jet	VJ Service	12/11/17	12/31/20	6,575
6.	Ammunition	Lonoke	Lonoke	Westrock	Packaging Vendor	03/11/18	12/31/20	N/A
7.	Ammunition	Lonoke	Lonoke	Arkansas Copier (De Large)	Copier and IT equipment	01/01/17	12/31/21	4,183
8.	Ammunition	Lonoke	Lonoke	Wiese Lifts	Forklifts	12/31/19	12/30/24	48,712
9.	Ammunition	Lonoke	Lonoke	Siemens	Fire Alarm	06/06/18	06/05/25	13,228
10.	Corporate	Lonoke	Marketing	Illinois Department of Natural Resources	Facility rental for The Grand American	01/01/16	12/31/20	9,000
11.	Corporate	Lonoke	Marketing	National Skeet Shooting Association	Facility rental-NSSA & NSCA Championships	02/01/20	12/31/22	8,750
12.	Ammunition	Lonoke	Sourcing ⁽²⁾	Doe Run Company	Lead Supplier	01/01/20	12/31/20	626,539
13.	Ammunition	Lonoke	Sourcing ⁽²⁾	Gopher Resource, LLC	Lead Supplier	01/01/20	12/31/20	98,975
14.	Ammunition	Lonoke	Sourcing ⁽²⁾	Quemetco, Inc., on behalf of Eco-Bat Indiana, LLC	Lead Supplier	01/01/20	12/31/20	1,682,382
15.	Ammunition	Lonoke	Sourcing ⁽²⁾	Sanders	Lead Supplier	01/01/19	12/31/20	85,862
16.	Ammunition	Lonoke	Sourcing ⁽²⁾	Aurubis	Brass Supplier	08/10/18	12/31/20	N/A
17.	Ammunition	Lonoke	Sourcing ⁽²⁾	St Marks Powder Inc ⁽³⁾	Ammunition Propellant	01/01/19	12/31/20	1,908,286

18.	Ammunition	Lonoke	Sourcing ⁽²⁾	Ordnance and Tactical Systems ⁽³⁾	Ammunition Propellant	01/01/19	12/31/20	279,753
19.	Ammunition	Lonoke	Sourcing ⁽²⁾	Luvata Appleton LLC	Supplier	01/01/20	12/31/20	N/A
20.	Ammunition	Lonoke	Sourcing ⁽²⁾	A2Z Supply Corp	Supplier	08/03/20	08/02/25	N/A
21.	Corporate	Corporate	Bailment	Buffalo Bill Center of the West	Artwork loan agreement	05/31/16	10/22/20	N/A
22.	Corporate	Corporate	Bailment	Ducks Unlimited / Bass Pro Shops	Artwork loan agreement	04/15/15	(See Footnote 6)	N/A
23.	Corporate	Corporate	Bailment	NRA museum / Bass Pro Shops	Artwork loan agreement	06/06/13	(See Footnote 6)	N/A
24.	Corporate	Corporate	Credit	S&P Global Ratings	Credit Ratings	05/02/18	(See Footnote 6)	N/A
25.	Corporate	Corporate	Environmental	DuPont de Nemours and Company	Indemnification Agreement for Environmental Liabilities	11/24/93	(See Footnote 6)	N/A
26.	Corporate	Corporate	HR	SAP Success Factors	Premium Content Management (PCM)	12/31/16	12/30/21	50,960
27.	Corporate	Corporate	IT	Ameri100	S/4HANA and HCM Suite Products	05/13/20	10/21/20	235,565
28.	Corporate	Corporate	IT	CISCO SmartNet (via SHI)	Cisco Equipment Maintenance	Annual	12/31/20	N/A
29.	Corporate	Corporate	IT	DPSI ⁽⁴⁾	Scanner Maint.	10/02/18	12/31/20	9,348
30.	Corporate	Corporate	IT	Paymetric	Credit Card Tokenization	12/21/10	12/31/20	38,262
31.	Corporate	Corporate	IT	Elavon	Payment Processing Solutions	Mar-19	(See Footnote 6)	N/A
32.	Corporate	Corporate	IT	SEI	HP / EMC Maint.	04/01/20	03/31/23	2,006
33.	Corporate	Corporate	IT	Windstream	Global WAN	09/01/17	03/26/24	N/A
34.	Corporate	Corporate	IT	Panaya	Testing Automation	05/31/18	05/31/21	7,372
35.	Corporate	Corporate	IT	AT&T	IP Flex at Madison	08/01/18	08/01/21	2,174
36.	Corporate	Corporate	IT	DPSI ⁽⁴⁾	Printer Maint.	09/07/18	09/07/21	N/A
37.	Corporate	Corporate	IT	Microsoft EA & SCE	Microsoft Licensing; excludes subscription	10/31/18	10/31/21	6,819
38.	Corporate	Corporate	IT	ERP Maestro	SAP SOD	02/06/19	02/05/22	1,769

39.	Corporate	Corporate	IT	Sunview Software	Change Gear	03/30/16	03/31/21	N/A
40.	Corporate	Corporate	IT	NetBrain	Network Monitoring Tool	06/28/19	06/30/22	9,052
41.	Corporate	Corporate	IT	SAP / SuccessFactors	SAP S4/HANA and SF Licensing	12/31/19	03/30/23	N/A
42.	Corporate	Corporate	IT	SAP C4C	SAP C4C Licensing	07/12/13	Annual	472,524
43.	Corporate	Corporate	IT	Segra (formerly Data Chambers / Northstate)	Data Center Hosting	02/20/14	2/29/2021	53,592
44.	Corporate	Corporate	IT	Darktrace	Network Packet AI	05/31/19	05/31/22	N/A
45.	Corporate	Corporate	Legal	DuPont De Nemours	Liability Claims	12/01/93	(See Footnote 6)	N/A
46.	Corporate	Corporate	Legal	GEODIS Logistics LLC	Lease agreement for warehouse in Southaven, MS	04/11/16	06/09/26	583,928
47.	Corporate	Corporate	Legal	Glassell Family LLC	Lease agreement for office space in Bentonville, AR	05/28/08	10/31/21	N/A
48.	Ammunition and Firearms	Corporate	Licensing	National Rifle Association	Advertising and Licensing Agreement	10/12/18	10/12/21	251,028
49.	Corporate	Corporate	Licensing	Advanced Technology (Saiga)	Licensing - Inbound	11/01/12	(See Footnote 6)	N/A
50.	Corporate	Corporate	Licensing	Buck Knives	Licensing - Outbound	01/18/17	12/31/20	N/A
51.	Corporate	Corporate	Licensing	Coastal Pet	Licensing - Outbound	01/18/17	12/31/21	1,341
52.	Corporate	Corporate	Licensing	Crosman / Velocity Outdoor	Licensing - Outbound	12/17/16	12/31/25	N/A
53.	Corporate	Corporate	Licensing	Gator Cases	Licensing - Outbound	12/05/19	12/31/24	N/A
54.	Corporate	Corporate	Licensing	Spectrum / Remington Products, Inc.	Intellectual Property Licensing Agreement	12/5/1986	(See Footnote 6)	235
55.	Corporate	Corporate	Licensing	VEIL CAMO LLC	Licensing - Inbound	7/12/2018	(See Footnote 6)	N/A
56.	Corporate	Corporate	Licensing	Velocity	Rebate Processor	06/02/11	(See Footnote 6)	N/A
57.	Corporate	Corporate	Marketing	Zmags Corp	Digital Catalog Software	12/02/19	11/30/20	N/A
58.	Corporate	Corporate	Marketing	Boone & Crockett Club	Conservation Sponsorship	11/10/19	12/31/20	7,500

59.	Corporate	Corporate	Marketing	Delta Waterfowl	Conservation Sponsorship	10/28/19	12/31/20	16,500
60.	Corporate	Corporate	Marketing	Ducks Unlimited	Conservation Sponsorship	01/03/20	12/31/20	166,500
61.	Corporate	Corporate	Marketing	Full Curl Society	Conservation Sponsorship	12/01/19	12/31/20	N/A
62.	Corporate	Corporate	Marketing	Heartland Waterfowl	TV Sponsorship	09/23/19	12/31/20	85,000
63.	Corporate	Corporate	Marketing	Independent Hunting LLC	TV Sponsorship	09/23/19	12/31/20	N/A
64.	Corporate	Corporate	Marketing	MODX System	Website Hosting	01/13/20	12/31/20	N/A
65.	Corporate	Corporate	Marketing	National Wild Turkey Federation	Conservation Sponsorship	01/02/20	12/31/20	11,167
66.	Corporate	Corporate	Marketing	NRA Publications	ROC print and digital advertising	10/12/18	12/31/20	N/A
67.	Corporate	Corporate	Marketing	Oracle/Bronto	Email Distribution Software	01/13/20	12/31/20	32,550
68.	Corporate	Corporate	Marketing	Outdoor Sportsmans Group	Digital Marketing	01/22/20	12/31/20	329,467
69.	Corporate	Corporate	Marketing	Outdoor Sportsmans Group	TV Sponsorship	10/29/19	12/31/20	N/A
70.	Corporate	Corporate	Marketing	Outdoor Sportsmans Group	TV Sponsorship	10/29/19	12/31/20	N/A
71.	Corporate	Corporate	Marketing	Pheasants Forever	Conservation Sponsorship	12/03/19	12/31/20	35,000
72.	Corporate	Corporate	Marketing	Rocky Mountain Elk Foundation	Conservation Sponsorship	12/19/19	12/31/20	57,300
73.	Corporate	Corporate	Marketing	Ruffed Grouse Society	Conservation Sponsorship	11/05/19	12/31/20	12,500
74.	Corporate	Corporate	Marketing	Safari Classic Productions	TV Sponsorship	10/15/19	12/31/20	243,750
75.	Corporate	Corporate	Marketing	Sportscar Vintage Racing Association	Event Sponsorship/Promotion	10/15/19	12/31/20	12,500
76.	Corporate	Corporate	Marketing	Sportsman for Fish & Wildlife	Conservation Sponsorship	12/01/19	12/31/20	68,698
77.	Corporate	Corporate	Marketing	Union Sportsmen's Alliance	Conservation Sponsorship	12/02/19	12/31/20	N/A
78.	Corporate	Corporate	Marketing	Whitetails Unlimited	Conservation Sponsorship	10/31/19	12/31/20	N/A
79.	Corporate	Corporate	Marketing	Widen Enterprise Inc.	Asset Management Software	06/01/20	05/30/21	N/A

80.	Corporate	Corporate	Marketing	Magento/Adobe	Ecommerce Software	12/03/18	01/02/22	N/A
81.	Ammunition and Firearms	Corporate	Sales	Borchers, S.A.	International Sales Related	04/17/15	10/31/20	N/A
82.	Ammunition and Firearms	Corporate	Sales	Helmut Hofmann GMBH	International Sales Related	11/08/18	10/31/28	N/A
83.	Ammunition and Firearms	Corporate	Sales	Jaguar Gruppen A/S	International Sales Related	01/30/17	10/31/26	N/A
84.	Ammunition and Firearms	Corporate	Sales	Maschmedt & Associates Inc.	Sales Rep Agreement	12/19/17	12/03/22	N/A
85.	Ammunition and Firearms	Corporate	Sales	Midarms, SPRL	International Sales Related	2/1/2016	10/31/20	N/A
86.	Ammunition and Firearms	Corporate	Sales	Murski Breeding Sales, Inc.	Sales Rep Agreement	12/19/17	12/18/22	N/A
87.	Ammunition and Firearms	Corporate	Sales	ProActive Sales & Marketing	Sales Rep Agreement	12/19/17	11/26/22	N/A
88.	Ammunition and Firearms	Corporate	Sales	Raytrade Pty Ltd.	International Sales Related	09/22/15	10/31/20	N/A
89.	Ammunition and Firearms	Corporate	Sales	Raytrade UK Limited	International Sales Related	10/05/18	10/31/20	N/A
90.	Ammunition and Firearms	Corporate	Sales	Skenco Europe, Kft.	International Sales Related	05/17/17	10/31/27	N/A
91.	Corporate	Corporate	Sourcing ⁽²⁾	Cintas	Uniform rental at HSV complex	12/18/18	12/17/23	90,832
92.	Corporate	Corporate	Sourcing ⁽²⁾	G4S	Security Services at HSV complex	06/26/14	Evergreen	236,656
93.	Corporate	Corporate	Employment	International Union, United Mine Workers of America ⁽⁵⁾	Collective Bargaining Agreement	12/16/16	10/29/22	N/A
94.	Firearms	Corporate	Sourcing ⁽²⁾	Norgon LLC	Magazine Catch Manufacturing License Agreement	11/23/11	(See Footnote 6)	N/A
95.	Corporate	Corporate	Licensing	Ashgrove Marketing Ltd.	Trademark License Agreement	03/19/15	(See Footnote 6)	N/A
96.	Corporate	Corporate	Licensing	Ashgrove Marketing Ltd.	Exclusive Trademark License Agreement	03/19/15	(See Footnote 6)	N/A
97.	Corporate	Corporate	Licensing	AVT Leather Inc.	Trademark License Agreement	04/02/14		N/A

98.	Corporate	Corporate	Licensing	Desperate Enterprises, Inc.	Trademark License Agreement	01/01/15	12/31/21	N/A
99.	Corporate	Corporate	Licensing	IRIS USA Inc.	Trademark License Agreement	01/01/20	12/31/22	N/A
100.	Corporate	Corporate	Licensing	Open Roads Brands, LLC	Trademark License Agreement	03/22/12	05/22/21	N/A
101.	Corporate	Corporate	Licensing	Outdoor Cap Company, Inc.	Trademark License Agreement	01/01/09	12/31/20	N/A
102.	Corporate	Corporate	Licensing	PEM America Company	Trademark License Agreement	12/01/14	12/31/20	N/A
103.	Corporate	Corporate	Licensing	L R Nash (SMK) LTD	Trademark License Agreement	10/14/16		N/A
104.	Corporate	Corporate	Licensing	Radiator Specialty Company DBA RSC Chemical Solutions	Trademark License Agreement	03/29/17		N/A
105.	Corporate	Corporate	Licensing	Southern Fried Cotton	Trademark License Agreement	03/16/20	12/31/20	N/A
106.	Corporate	Corporate	Licensing	P.L. Austin, Inc. d/b/a Vintage Editions	Trademark License Agreement	01/01/17	12/31/22	N/A
107.	Corporate	Corporate	Licensing	DE LAGE LANDEN FINANCIAL SER		12/19/16		14,131
108.	Corporate	Corporate	Licensing	THE ALLEN CO INC	Trademark License Agreement	01/01/06		8,842
109.	Corporate	Corporate	Licensing	HI - PERFORMANCE DESIGNS INC	Trademark License Agreement	05/17/12	12/31/22	290
110.	Corporate	Corporate	Licensing	TOP PROMOTIONS INC	Trademark License Agreement	09/01/15		4,653

Total Estimated	\$
Cure Costs	<u>8,024,659</u>

Notes:

(1) Amounts represent what has been recorded in the accounts payable ledger as of the petition date, noting that "N/A" means the Cure Cost is \$0. These figures do not include (i) future commitments under the contracts, (ii) amounts due under development agreements, (iii) future commitments under any purchase orders and (iv) goods received and not invoiced. The Debtors are continuing to review and reconcile pre-petition liabilities and cure costs; all amounts are subject material change.

(2) Sourcing arrangements listed in this schedule do not include purchase orders which are generally short term in nature (i.e. do not include long-term minimum volume commitments).

(3) Entities are affiliates of General Dynamics.

(4) DPSI has multiple agreements; current accounts payable balance was not bifurcated by agreement but rather shown only once.

(5) The Debtors are addressing the Collective Bargaining Agreement directly with the Union.

(6) Contract does not have a specific end date. Certain licensing agreements may terminate upon expiration of the patent.

Schedule 4.3
No Conflict or Violation

None.

Schedule 4.5
Compliance with Law

1. The Arkansas Department of Environmental Quality Consent Administrative Order No. LIS-15-051 (2015) (which, by its terms, incorporates by reference the Amended Consent Administrative Order 07-078-001 (2012), the Second Amended Consent Administrative Order 07-078-002 (2012), and the Third Amendment to Consent Administrative Order 07-078-003 (2013)), issued to Remington Arms Company, LLC, as further amended by Consent Administrative Order 15-051-001 (2017) and Consent Administrative Order 15-051-002 (2018).
2. Administrative Settlement, Agreement and Order on Consent for Remedial Investigation/Feasibility Study in the matter of Chemetco, Inc. Superfund Site, Hartford, Illinois, CERCLA Docket V-W-15-C-019 (2015).
3. Notice of Violation issued by the Arkansas Department of Environmental Quality on December 13, 2019, with regard to permitted effluent limitation violations.
4. Citation and Notification of Penalty regarding inspection number 1286782 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated July 2, 2018 (Lonoke, AR).
5. Citation and Notification of Penalty regarding inspection number 1206048 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated June 6, 2017 (Lonoke, AR).

Schedule 4.6(b)
RLC Assets; Liabilities

Remington Licensing Corporation

Country/Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services
United States (Federal)	<u>REMINGTON</u> RN: 4405929 SN: 85778045	Registered Principal Register - Sec. 2(F) 8 & 15, October 22, 2019 Int'l Class: 08 First Use: December 31, 1920 Filed: November 13, 2012 Registered: September 24, 2013	(Int'l Class: 08) knives
United States (Federal)	<u>REMINGTON</u> RN: 4473605 SN: 85781305	Registered Principal Register - Sec. 2(F) 8 & 15, March 23, 2020 Int'l Class: 16 First Use: 1960 Filed: November 16, 2012 Registered: January 28, 2014	(Int'l Class: 16) calendars and stationery items in the nature of stationery
United States (Federal)	<u>REMINGTON</u> RN: 5151390 SN: 85791701	Registered Principal Register - Sec. 2(F), February 28, 2017 Int'l Class: 25 First Use: April, 2014 Filed: November 30, 2012 Registered: February 28, 2017	(Int'l Class: 25) apparel, namely, belts
United States (Federal)	<u>REMINGTON</u> RN: 4468908 SN: 85791697	Registered Principal Register - Sec. 2(F) 8 & 15, March 15, 2020 Int'l Class: 25 First Use: 2001 Filed: November 30, 2012 Registered: January 21, 2014	(Int'l Class: 25) apparel, namely, hats, gloves, jackets, pants, t-shirts

Foreign Marks

Registration No.	Mark/Name (Text Only)	Country/Jurisdiction
TMA907567	REMINGTON	Canada
TMA875652	REMINGTON	Canada
1468535	REMINGTON	Mexico
1317867	REMINGTON	Mexico
011803806	REMINGTON	European Union
009391525	REMINGTON	European Union

Schedule 4.8
Permits

a. Environmental

<u>Site</u>	<u>Type of Permit</u>	<u>Permit/ID #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee</u>
Lonoke, AR	Above Ground Storage Tank (AST)(2-tanks)	43001626	Arkansas Department of Environmental Quality	Remington Arms Co, LLC
Lonoke, AR	Air Permit	1272-AR-13	Arkansas Department of Environmental Quality	Remington Arms Company, LLC
Lonoke, AR	Non-contact cooling water, cooling tower blowdown, and boiler blowdown general permit	ARG250000 (Permit Tracking Numbers: ARG250014 and ARG250017)	Arkansas Department of Environmental Quality	Remington Arms Company, LLC
Lonoke, AR	Hazardous Waste EPA ID	AR0000064311	Arkansas Department of Environmental Quality	Remington Arms Co, LLC
Lonoke, AR	National Pollutant Discharge Elimination System (NPDES) wastewater discharge permit	AR0001163 (renewal pending)	Arkansas Department of Environmental Quality	Remington Arms Company, LLC
Lonoke, AR	Industrial Stormwater General Permit	ARR000000 (Permit Tracking Number: ARR00A251)	Arkansas Department of Environmental Quality	Remington Arms Company, LLC

b. Special Tax Stamps and Federal Firearms Licenses

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Lonoke, AR	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Lonoke, AR	Federal Firearms License	5-71-085-01-1M-00856	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company
Lonoke, AR	Federal Firearms License	5-71-085-06-1M-00857	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company
Lonoke, AR	Federal Firearms License	5-71-085-08-1M-00861	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company
Lonoke, AR	Federal Firearms License	5-71-085-01-1M-00846	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company
Lonoke, AR	Federal Firearms License	5-AR-085-23-2E-00720	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Co LLC
Lonoke, AR	Federal Firearms License	5-AR-085-20-2D-00404	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Co LLC

c. Import/Export

<u>Business Area</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ammunition	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202002215	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Ammunition	Annual Import Permit	PA001945/A	Natural Resources, Canada	Remington Arms Company, LLC

d. Transportation

<u>Business Area</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ammunition	Hazardous Materials Registration Number	M4180	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, LLC
Ammunition	Classification of Explosives	EX2006090046	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2007040032	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1995030142B	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, LLC
Ammunition	Classification of Explosives	EX1995030142C	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, LLC
Ammunition	Classification of Explosives	EX2014020364	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2014020395	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2014030068	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.

Ammunition	Classification of Explosives	EX2014020383	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2014030068	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2017040261	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arm Company, LLC
Ammunition	Classification of Explosives	EX2006080485	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1994060261	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1996010062	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1996040083	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1996110002	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2000030054	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Application for Modification of Registration Number	M4180	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company
Ammunition	Hazardous Materials Registration	M5153	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Borden & Remington Corporation
Ammunition	Classification of Explosives	EX1986030168	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168A	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)

Ammunition	Classification of Explosives	EX1986030168AA	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AB	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AC	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AD	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AE	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AF	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AG	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AH	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AI	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AJ	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AK	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AL	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AM	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)

Ammunition	Classification of Explosives	EX1986030168AN	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AO	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AP	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AQ	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AR	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AS	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AT	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AU	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Application for party status	DOT-SP 20973	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company
Ammunition	Hazardous Materials Certificate of Registration	082420550003AC	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Co LLC
Ammunition	Special Permit	DOT-SP 8451	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, LLC
Ammunition	Special Permit	DT-SP 14249	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.

Schedule 4.13
Orders

1. The Orders disclosed on Schedule 4.5(1) and (2) are hereby incorporated by reference.

Schedule 4.14
Intellectual Property

- (a)
 - 1. Patent No. US 7,201,104 expired because of the failure to pay the applicable maintenance fee.

- (c)
 - 1. Patent No. US 7,201,104 expired because of the failure to pay the applicable maintenance fee.

Schedule 4.14(f)
Personal Information Claims

1. Data intrusion attempt in September 2018 that Seller was alerted to by the Federal Bureau of Investigation and subsequently investigated.

Schedule 4.17
Security Arrangements

1. Intercompany Note.
2. Priority Term Loan.
3. FILO Facility.
4. Exit Term Loan.
5. Letter of Credit in favor of American Alternative Insurance/Roanoke Insurance Group issued by Cadence Bank in the amount of \$100,000 on June 27, 2019.
6. Letter of Credit in favor of National Union Fire Insurance issued by Cadence Bank in the amount of \$1,352,477 on September 4, 2019.
7. Letter of Credit in favor of First Stamford Place issued by Cadence Bank in the amount of \$100,000 on October 18, 2019.
8. Letter of Credit in favor of XL Specialty Insurance Company issued by US Bank in the amount of \$750,000 on November 15, 2019.
9. Letter of Credit in favor of Hartford Fire Insurance Company issued by Cadence Bank in the amount of \$500,000 on November 18, 2019.
10. Letter of Credit in favor of Riyad Bank-MOI Performance Guarantee issued by US Bank in the amount of \$21,232 on January 24, 2020.
11. Letter of Credit in favor of Chair, Workers' Compensation Board - State of New York issued by Cadence Bank in the amount of \$204,000 on February 3, 2020.

Schedule 4.18(a)
Material Customers

Customer	Sales (in thousands)
1. Wal-Mart Consolidated	\$ 43,179.33
2. Academy Ltd	\$ 20,045.27
3. Bass Pro Consolidated	\$ 13,310.23
4. Dick's Sporting Goods Consolidated	\$ 10,822.57
5. Sports South LLC	\$ 8,065.05

Schedule 4.18(b)
Material Suppliers

Supplier	Purchases (in thousands)
1. Aurubis Buffalo Inc	\$ 17,610.7
2. Eco-Bat Indiana LLC	\$ 10,372.6
3. St Marks Powder Inc	\$ 5,763.9
4. The Doe Run Company	\$ 5,669.7
5. Luvata Appleton LLC	\$ 5,591.5

Schedule 4.22
Taxes; Permitted Liens

- (a)
1. Excise Tax in the amount of \$13,420,726 was due on July 29, 2020 has not been paid and the tax returns for such excise taxes have not been filed.
- (b)
1. State of Alabama - Sales and Use Tax - Period 05/01/2014 through 04/30/2017. Current Status: Auditor is reviewing information provided by Seller.
 2. State of Arkansas - Sales and Use Tax - Period 06/01/2017 through 06/30/2020. Current States: The Seller was notified on July 1, 2020 of the intent to commence a sales and use tax audit.
 3. TTB - Firearms and Ammunition Excise Tax - Period - Unknown. Current Status: The Seller received e-mail communication on July 23, 2020 from the TTB of intent to audit. TTB has informed Seller that it currently does not expect to assess excise tax for periods in amounts in excess of the amount reported in Seller's bankruptcy filings.

Permitted Lien; Taxes being contested:

None.

Schedule 8.1
Offered Employees

1. All employees based at Lonoke.
2. All employees fully dedicated to the ammunition business, even if not based in Lonoke, other than those employees based in Mona.
3. Norma Dunn
4. Scott Marsh
5. Direct Reports of (3) – (4)
6. [Open] – Lonoke Environmental Manager
7. Melissa Anderson
8. Adam Hunsicker
9. [Open] – Sr. Financial Analyst, Manufacturing FP&A
10. Hailie Seaton
11. Matthew Watts
12. Robert Tidmarsh
13. Sharon Reel
14. Anthony Shelton
15. Andrew Sexton
16. Stacy Cotton
17. Brandie Mouldin
18. Gloria Compton
19. Hayley Dunn
20. [Open] – Accounting Manager
21. Penny King
22. Donnell Hardy
23. Melody Adams
24. Bruce Elgin
25. Vickie Sharp
26. Deleia Hutcherson
27. Cory Jones
28. Patricia Edson
29. Elizabeth Morrison
30. Patrick Decareaux
31. [Open] – Sr. Financial Analyst
32. Pam Wright
33. Kris Carson
34. Alan Serven
35. Gary Eggers
36. Jacqueline Adams
37. [Open] – SAP Analyst
38. Priscilla Lemay
39. William Rorrer
40. Steve Swaby
41. Chris Everhart
42. Brad Banks
43. [Open] – Developer SAP Business Warehouse
44. Anke Kleine
45. Leah Jacobs
46. Donna Pendleton
47. Jim Spivey

48. John Epps
49. [Open] – Lead SAP Analyst
50. Beverly Conner
51. David Bell
52. Delland Sinclair
53. Amy Lillard
54. Diana Newman
55. Matt Brewer
56. Billy Hutchens
57. Derrick Isley
58. Ed Burns
59. Ron Richardson
60. Keith Quinn
61. Charlene Preston
62. Pat Stagle
63. Karen Johnson
64. Stephanie Hawkins
65. Susan Leggitt
66. John Trull
67. Annette Cobbs
68. Sara Lawson
69. Rosalyn Kidd
70. Alisha Locus
71. Dana Claybrook
72. John Loschin
73. Mitchell Kirkman
74. Thomas Galloway
75. Nick Sachse
76. Tim Yarboro
77. Danny Evans
78. Craig Thomas
79. Ricky Buckmaster
80. Jon Langenfield
81. Zachary Esch
82. Megan Overstreet
83. Dewayne Welch
84. Henry John
85. Carolyn Yeager
86. Rick Kitts
87. Chris Wright
88. Christian Hogg
89. William Shaw
90. Ben Peters
91. Eric Epperson

Schedule 13.1(a)
Business Name

1. The information in Schedule 1.1(j) is hereby incorporated by reference.

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
1000469	0	Ammo	21	Lonoke, AR	8/15/2000	PRIMER WET MIX #721	10,493	-3,836	6,657	USD
1000487	0	Ammo	21	Lonoke, AR	3/15/2002	REMODEL QUALITY OFFICE	5,817	-2,127	3,690	USD
1000489	0	Ammo	21	Lonoke, AR	11/15/2002	PR MIX STORAGE BLDG 722	7,220	-2,639	4,581	USD
1000243	0	Ammo	21	Lonoke, AR	12/1/1993	CENTER FIRE MANUFACTURING BLDG 100	428,675	-261,054	167,621	USD
1000243	1	Ammo	21	Lonoke, AR	4/15/1994	ADDL-CONSTR PCH OFFICE 120050	6,267	-3,818	2,449	USD
1000243	4	Ammo	21	Lonoke, AR	12/1/1993	ADMIN & CF MFG BLDG-SPRINKLER SYSTEM	13,356	-8,135	5,221	USD
1000243	11	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	10,666	-6,497	4,169	USD
1000243	12	Ammo	21	Lonoke, AR	12/1/1993	ADMIN OFC 120500/PCHOFC 120519	36,751	-22,382	14,369	USD
1000243	13	Ammo	21	Lonoke, AR	12/1/1993	CF RESTROOM - BUILDING	2,982	-1,817	1,165	USD
1000243	15	Ammo	21	Lonoke, AR	12/14/1995	ADDL - REBUILD RESTROOM CF LEAD AREA	4,145	-1,895	2,250	USD
1000243	21	Ammo	21	Lonoke, AR	10/15/1998	2ND FLOOR ENGINEERING OFCS 101164	19,910	-9,095	10,815	USD
1000243	23	Ammo	21	Lonoke, AR	12/1/1993	ADD'L FLOOR & CEILING TILE (HR)	4,750	-2,895	1,855	USD
1000243	24	Ammo	21	Lonoke, AR	8/15/2003	ADD'L ACCOUNTING OFFICES	29,699	-10,853	18,846	USD
1000243	25	Ammo	21	Lonoke, AR	1/15/2004	ADD'L SYSTEMS OFFICES	8,842	-3,233	5,609	USD
1000243	26	Ammo	21	Lonoke, AR	3/15/2004	SYSTEMS COMPUTER REPAIR AREA	4,677	-1,710	2,967	USD
1000243	28	Ammo	21	Lonoke, AR	7/15/2005	CF LOADING OFFICE	6,580	-2,005	4,575	USD
1000243	29	Ammo	21	Lonoke, AR	3/15/2006	ADD'L WEST CF ROOF	125,442	-38,196	87,246	USD
1000243	30	Ammo	21	Lonoke, AR	3/15/2006	ADD'L STAFF CONFERENCE ROOM	7,490	-2,283	5,207	USD
1000243	31	Ammo	21	Lonoke, AR	5/15/2007	ADD'L CF PR & LD CONDUCTIVE FLOORS	9,281	-2,827	6,454	USD
1000243	32	Ammo	21	Lonoke, AR	7/15/2007	ADD'L CONFERENCE ROOM	7,444	-2,268	5,176	USD
1000243	33	Ammo	21	Lonoke, AR	2/15/2008	CF SLIDING FIRE DOOR	8,203	-2,499	5,704	USD
1000243	34	Ammo	21	Lonoke, AR	5/15/2008	ADD'L GAGE LAB FLOOR	3,899	-1,188	2,711	USD
1000243	35	Ammo	21	Lonoke, AR	10/15/2009	CF AREA MANAGERS OFFICES 101558	5,800	-1,768	4,032	USD
1000243	36	Ammo	21	Lonoke, AR	2/15/2010	CF LOAD CONDUCTIVE FLOOR 101599	22,307	-5,823	16,484	USD
1000243	37	Ammo	21	Lonoke, AR	4/15/2010	CAFETERIA FLOORING/CEILING 101618	14,788	-3,861	10,927	USD
1000243	38	Ammo	21	Lonoke, AR	12/31/2013	RPL BUSS DUCTS 1, 2, 2A, 3, 4, 4A, 5 101871	67,969	-17,687	50,282	USD
1000243	40	Ammo	21	Lonoke, AR	9/3/2017	CF Fire Door -Packing to Hallway 102003	4,479	-1,021	3,458	USD
1000244	1	Ammo	21	Lonoke, AR	2/15/1994	ADDL-SS POWDER DOCK 110089	47,601	-28,989	18,612	USD
1000244	2	Ammo	21	Lonoke, AR	6/15/1994	ADDL-MODIFY FLOOR FOR 6 RCAMS 120076	6,302	-3,839	2,463	USD
1000244	4	Ammo	21	Lonoke, AR	8/15/1994	ADDL-MAINTENANCE OFCS 2221	2,699	-1,645	1,054	USD
1000244	5	Ammo	21	Lonoke, AR	12/1/1993	SHOT SHELL MANUFACTURING BLDG 200	426,198	-259,545	166,653	USD
1000244	6	Ammo	21	Lonoke, AR	12/1/1993	SPRINKLER SYSTEM FOR SHOT SHELL	17,798	-10,840	6,958	USD
1000244	8	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST SHOWER & DRESSING ROOM FACI	3,217	-1,961	1,256	USD
1000244	11	Ammo	21	Lonoke, AR	12/1/1993	GUARD RAIL ST DOCK/CONSOLID. BLDG ADDNS	20,721	-12,620	8,101	USD
1000244	14	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-REPLACE ROOF MAINT	18,573	-11,312	7,261	USD
1000244	15	Ammo	21	Lonoke, AR	12/1/1993	SS RESTROOM - BUILDING	2,982	-1,817	1,165	USD
1000244	18	Ammo	21	Lonoke, AR	6/14/1995	ADDL - SS BLDG GUARD RAILS	7,079	-3,235	3,844	USD
1000244	19	Ammo	21	Lonoke, AR	8/15/1996	ADDL - SS PLATING FLOOR	8,170	-3,733	4,437	USD
1000244	21	Ammo	21	Lonoke, AR	5/15/1998	FIRE DETECTION - SS SALVAGE	5,419	-2,476	2,943	USD
1000244	23	Ammo	21	Lonoke, AR	5/15/1999	ADD'L SHOTSHELL BREAKROOM	2,998	-1,370	1,628	USD
1000244	27	Ammo	21	Lonoke, AR	4/15/2004	ADD'L SHOT SHELL ROOF	106,392	-38,875	67,517	USD
1000244	28	Ammo	21	Lonoke, AR	4/15/2004	ADD'L SS ROOF	6,203	-2,268	3,935	USD
1000244	29	Ammo	21	Lonoke, AR	6/15/2005	SCRAP BIN COVER	3,418	-1,042	2,376	USD
1000244	31	Ammo	21	Lonoke, AR	7/15/2007	ADD'L AH&P AREA FLOOR	13,516	-4,116	9,400	USD
1000244	32	Ammo	21	Lonoke, AR	12/15/2007	ADD'L SS CONDUCTIVE FLOORING	22,798	-6,943	15,855	USD
1000244	33	Ammo	21	Lonoke, AR	2/15/2008	SS SLIDING FIRE DOOR	10,874	-3,312	7,562	USD
1000244	34	Ammo	21	Lonoke, AR	2/15/2008	ROTARY CAM POLYMER FLOOR	8,659	-2,638	6,021	USD
1000244	35	Ammo	21	Lonoke, AR	3/15/2008	ADD'L MAINT PLANNER OFFICE	2,626	-801	1,825	USD
1000244	36	Ammo	21	Lonoke, AR	2/15/2009	ADD'L SHOT TOWER ROOF	21,254	-6,474	14,780	USD
1000244	38	Ammo	21	Lonoke, AR	2/15/2010	CONSTRUCT SS OFFICES 101518	4,511	-1,179	3,332	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
1000244	39	Ammo		21 Lonoke, AR	2/15/2010	SHOTSHELL OFFICES 101614	10,612	-2,771	7,841	USD
1000244	40	Ammo		21 Lonoke, AR	2/15/2010	BALLISTICS CONDUCTIVE FLOOR 101622	4,248	-1,110	3,138	USD
1000244	41	Ammo		21 Lonoke, AR	3/15/2010	SS LOAD FIRE DOORS 101624	15,185	-3,965	11,220	USD
1000244	42	Ammo		21 Lonoke, AR	2/15/2012	SS LOAD FLOOR COATING 101758	15,049	-3,930	11,119	USD
1000244	43	Ammo		21 Lonoke, AR	7/15/2012	SS ROOF INS MEMBREANE LOWER 101775	106,748	-27,862	78,886	USD
1000248	1	Ammo		21 Lonoke, AR	1/15/2001	PR DRY HOUSE HUMIDITY CONTROLS	4,169	-1,525	2,644	USD
1000252	0	Ammo		21 Lonoke, AR	12/1/1993	PRIMER MANUFACTURING BUILDING 709	36,239	-22,070	14,169	USD
1000252	2	Ammo		21 Lonoke, AR	12/1/1993	SS CON - BLDG 709 4658 SQ FT EXPANSION	26,122	-15,910	10,212	USD
1000252	6	Ammo		21 Lonoke, AR	12/14/1995	ADDL - REBUILD PM RESTROOMS	8,290	-3,788	4,502	USD
1000252	7	Ammo		21 Lonoke, AR	5/15/1997	ADDL-ROOF REPLACEMENT BLDG 708 & 709	35,520	-16,224	19,296	USD
1000252	10	Ammo		21 Lonoke, AR	2/15/2007	ADD'L REPAIR WASH AREA FLOOR	5,513	-1,680	3,833	USD
1000252	11	Ammo		21 Lonoke, AR	2/15/2007	CONDUCTIVE FLOOR #709	27,664	-8,424	19,240	USD
1000254	0	Ammo		21 Lonoke, AR	12/1/1993	NITRATION BUILDING 711	2,645	-1,612	1,033	USD
1000254	2	Ammo		21 Lonoke, AR	3/15/1996	ADDL-NITRATION BLDG REBUILD	9,617	-4,395	5,222	USD
1000255	0	Ammo		21 Lonoke, AR	12/1/1993	SOLUTION POLNOL SENSOL AND SPOON BLDG 712	19,150	-11,663	7,487	USD
1000255	3	Ammo		21 Lonoke, AR	10/15/2001	REB (2) ROOMS	8,809	-3,219	5,590	USD
1000255	4	Ammo		21 Lonoke, AR	12/15/2003	ADD'L BLDG 712 MIX ROOMS	7,299	-2,668	4,631	USD
1000255	5	Ammo		21 Lonoke, AR	3/15/2005	ADD'L BUILDING 712	4,701	-1,433	3,268	USD
1000255	6	Ammo		21 Lonoke, AR	1/15/2008	ADD'L BLDG 712 CONDUCTIVE FLOOR	10,294	-3,135	7,159	USD
1000255	7	Ammo		21 Lonoke, AR	2/15/2012	CONDUCTIVE FLOOR 712 MIX ROOMS 101745	4,556	-1,191	3,365	USD
1000255	8	Ammo		21 Lonoke, AR	8/31/2018	Add'l- Bldg 712 Blast Door/Mods - 102035	25,600	-1,541	24,059	USD
1000255	9	Ammo		21 Lonoke, AR	12/30/2019	Add'l Bldg 712 RO Addition 102064	42,480	-294	42,186	USD
1000260	0	Ammo		21 Lonoke, AR	12/1/1993	PREMIX MANUFACTURING BUILDING 717	7,840	-4,776	3,064	USD
1000260	1	Ammo		21 Lonoke, AR	11/25/2016	Pre-Mix Facility Improvements to BLDG 717	25,535	-5,815	19,720	USD
1000269	0	Ammo		21 Lonoke, AR	12/1/1993	PRIMER CONDITION & STORAGE MAGAZINE #5 - 733	3,157	-1,925	1,232	USD
1000270	0	Ammo		21 Lonoke, AR	12/1/1993	PRIMER CONDITION & STORAGE MAGAZINE #6 - 734	3,157	-1,925	1,232	USD
1000272	0	Ammo		21 Lonoke, AR	12/1/1993	POWDER POURING BUILDING 804	11,746	-7,155	4,591	USD
1000272	2	Ammo		21 Lonoke, AR	12/1/1993	CONDUCT FLOOR #804 120452	2,784	-1,697	1,087	USD
1000272	3	Ammo		21 Lonoke, AR	11/15/2000	RPL POWDER POUR ROOF	12,124	-4,431	7,693	USD
1000272	4	Ammo		21 Lonoke, AR	1/15/2008	ADD'L LOADING DOCK	4,258	-1,297	2,961	USD
1000273	1	Ammo		21 Lonoke, AR	1/15/2011	ADD'L BLDG #805 CONDUCTIVE FLOOR 101692	3,200	-837	2,363	USD
1000281	0	Ammo		21 Lonoke, AR	12/1/1993	POWDER STORAGE MAGAZINE #7 - 813	4,649	-2,833	1,816	USD
1000283	0	Ammo		21 Lonoke, AR	12/1/1993	RIM FIRE MANUFACTURING BLDG #301	34,723	-21,147	13,576	USD
1000283	2	Ammo		21 Lonoke, AR	12/1/1993	ADDITIONAL FLASHING ON ROOF	4,152	-2,529	1,623	USD
1000283	3	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST-RF RELOCATION PROJ. 110076	159,024	-96,844	62,180	USD
1000283	4	Ammo		21 Lonoke, AR	12/1/1993	RF PROJECT 10076/MEZ STAIR 120428	130,094	-79,225	50,869	USD
1000283	5	Ammo		21 Lonoke, AR	12/1/1993	ADDL-MISL/SPRINKLER 110076	9,072	-5,526	3,546	USD
1000283	7	Ammo		21 Lonoke, AR	3/15/2000	ADD'L ACOUSTICAL BAFFLES 100696	2,602	-1,190	1,412	USD
1000283	9	Ammo		21 Lonoke, AR	3/15/2008	RF PRIMING DUCTWORK	19,774	-6,022	13,752	USD
1000283	10	Ammo		21 Lonoke, AR	4/15/2008	ADD'L LIGHTING RF LOADING	5,524	-1,683	3,841	USD
1000283	12	Ammo		21 Lonoke, AR	2/15/2009	ADD'L RF PR & LD CONDUCTIVE FLOORS	13,013	-3,964	9,049	USD
1000283	13	Ammo		21 Lonoke, AR	2/15/2011	ADD'L RF FLOOR REPLACEMENT 101689	19,545	-5,103	14,442	USD
1000283	14	Ammo		21 Lonoke, AR	12/31/2013	ADD'L RF FLOOR COATING 101843	24,023	-6,252	17,771	USD
1000284	0	Ammo		21 Lonoke, AR	12/1/1993	LONG SHELL BLDG #302 110076	14,918	-9,086	5,832	USD
1000284	1	Ammo		21 Lonoke, AR	8/15/2005	RPL ROOF BLDG #302	8,092	-2,465	5,627	USD
1000285	0	Ammo		21 Lonoke, AR	12/1/1993	SHORT SHELL BLDG #303 110076	16,084	-9,796	6,288	USD
1000286	0	Ammo		21 Lonoke, AR	12/1/1993	POWDER STORAGE BLDG #815 110076	8,790	-5,355	3,435	USD
1000287	0	Ammo		21 Lonoke, AR	12/1/1993	PRIMER STORAGE BLDG #304 110076	6,520	-3,973	2,547	USD
1000288	0	Ammo		21 Lonoke, AR	12/1/1993	PRIMER WHSE BLDG #735 - SS CON	11,431	-6,963	4,468	USD
1000288	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL 90' X 70' X 17' BLDG #735 - SS CON	41,926	-25,533	16,393	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
1000293	0	Ammo	21	Lonoke, AR	12/1/1993	PALLET STORAGE BLDG 515 - 120499	6,275	-3,822	2,453	USD
1000457	0	Ammo	21	Lonoke, AR	12/15/1998	WET MIX HOUSE #723	11,881	-5,429	6,452	USD
1000466	0	Ammo	21	Lonoke, AR	11/15/1999	PRIMER WET MIX #719	11,095	-5,069	6,026	USD
1000467	0	Ammo	21	Lonoke, AR	11/15/1999	PRIMER LIGHTING PROTECTION 100682	7,605	-3,476	4,129	USD
1000597	0	Ammo	21	Lonoke, AR	12/31/2013	EXPLOSIVE STORAGE MAG #715 101821	206,287	-53,679	152,608	USD
1000597	1	Ammo	21	Lonoke, AR	12/31/2013	ADD'L #715 DESIGN 101715	31,856	-8,290	23,566	USD
1000598	0	Ammo	21	Lonoke, AR	7/21/2014	L2 BUILDING #1000 101862	1,213,976	-315,890	898,086	USD
1000598	1	Ammo	21	Lonoke, AR	11/29/2015	L2 Building #1000 101862 - Additional	107,592	-24,499	83,093	USD
1000599	0	Ammo	21	Lonoke, AR	7/21/2014	L2 DOCK DOORS/LEVELERS #1000 101862	28,870	-7,514	21,356	USD
1000600	0	Ammo	21	Lonoke, AR	7/21/2014	L2 FIRE SUPPRESSION/SPRINKLER #1000 101862	110,869	-28,850	82,019	USD
1000602	0	Ammo	21	Lonoke, AR	7/21/2014	L2 12x16 High Speed Fabric Door (2)	12,121	-3,155	8,966	USD
1000603	0	Ammo	21	Lonoke, AR	7/21/2014	L2 10X10 High Speed Fabric Doors (1)	10,492	-2,731	7,761	USD
1000604	0	Ammo	21	Lonoke, AR	7/21/2014	L2 8x10 Rolling Steel Doors (3)	7,781	-2,026	5,755	USD
1000605	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Trailer Restraints	15,533	-4,042	11,491	USD
1000606	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Dock Seals	4,649	-1,211	3,438	USD
1000608	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Co#1, Rite Hite Hydraulics	9,492	-2,472	7,020	USD
1000609	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Rolling Steel Dock Doors	12,306	-3,205	9,101	USD
1000612	0	Ammo	21	Lonoke, AR	7/21/2014	L2 12X16 Rolling Steel Doors (2)	8,251	-2,148	6,103	USD
1000616	0	Ammo	21	Lonoke, AR	7/21/2014	L2 10X10 Rolling Steel Doors (1)	4,082	-1,064	3,018	USD
1000617	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Fire Alarm System	77,043	-23,390	53,653	USD
1000618	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Sheet Metal Air Handling System	177,586	-46,211	131,375	USD
1000619	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Controls	49,283	-12,825	36,458	USD
1000620	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Hollow Doors	29,067	-7,565	21,502	USD
1000621	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Co #3 - Aeon Curb Insulation	125,498	-32,658	92,840	USD
1000623	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Domestic Water Building 100 to L2	21,561	-5,612	15,949	USD
1000625	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Natural Gas Building 100 to L2	8,008	-2,086	5,922	USD
1000627	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Insulation Building 100 to L2	14,169	-3,689	10,480	USD
1000628	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Hollow Metal 3 Sided 16 Guage Door Frames	6,375	-1,660	4,715	USD
1000629	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Equipment Building 100 to L2	4,491	-1,170	3,321	USD
1000630	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Domestic Water Piping Material/Labor	135,527	-35,267	100,260	USD
1000631	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Natural Gas Piping Material/Labor	9,240	-2,407	6,833	USD
1000632	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Sewer Piping Material/Labor	12,321	-3,208	9,113	USD
1000633	0	Ammo	21	Lonoke, AR	7/21/2014	L2 - Bldg 100 Indst Waste Line (IW) Line to L2	14,970	-3,897	11,073	USD
1000634	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Restroom Fixtures And Install	11,089	-2,888	8,201	USD
1000635	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Domestic Hot Water Heater	18,481	-4,811	13,670	USD
1000636	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Security System	77,107	-23,409	53,698	USD
1000637	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Lighting Fixtures Int. & Ext. & Install	61,603	-16,031	45,572	USD
1000641	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Stairs & Rails	43,122	-11,222	31,900	USD
1000642	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Doors & Windows	61,600	-16,031	45,569	USD
1000643	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Aluminum Windows-Phase I	21,651	-5,636	16,015	USD
1000644	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Aluminum Windows-Phase II	18,634	-4,851	13,783	USD
1000645	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Aluminum Entrance (Lobby/office area)	6,468	-1,685	4,783	USD
1000646	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Aluminum Sliding Door (Break room)	5,544	-1,444	4,100	USD
1000647	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Door Hardware	15,869	-4,130	11,739	USD
1000652	0	Ammo	21	Lonoke, AR	12/14/2014	REPLACE ROOF West End Bldg 709 - 101904	19,630	-5,110	14,520	USD
1000695	0	Ammo	21	Lonoke, AR	10/31/2017	Plating Room Doors (3) 102024	10,653	-2,426	8,227	USD
1000701	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511 - 101941	588,361	-25,524	562,837	USD
1000702	0	Ammo	21	Lonoke, AR	1/31/2019	Baghouse, Donaldson Torit Remelt #511 - 101941	386,577	-16,771	369,806	USD
1000703	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Electrical - 101941	1,033,198	-44,820	988,378	USD
1000704	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Carpentry - 101941	10,290	-447	9,843	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
1000705	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Concrete - 101941	245,180	-10,637	234,543	USD
1000706	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Doors/Windows - 101941	28,752	-1,248	27,504	USD
1000707	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Floors - 101941	9,272	-403	8,869	USD
1000708	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Metal Building - 101941	116,890	-5,072	111,818	USD
1000709	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Plumbing water/gas - 101941	41,100	-1,783	39,317	USD
1000710	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Sprinkler/Fire Prot - 101941	24,159	-1,049	23,110	USD
1000711	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Misc Bldg Equip - 101941	90,591	-3,930	86,661	USD
1000711	1	Ammo	21	Lonoke, AR	5/28/2019	Building, Remelt #511-Misc Bldg Equip - 101941	2,117	-66	2,051	USD
3009372	0	Ammo	21	Lonoke, AR	9/15/2000	ADD'L DUCTWORK-CF PACK	2,746	-1,006	1,740	USD
3008841	0	Ammo	21	Lonoke, AR	12/15/1997	CF PACK - AIR CONDITIONER	9,197	-4,202	4,995	USD
3015198	0	Ammo	21	Lonoke, AR	7/21/2014	Bollards	9,733	-2,534	7,199	USD
3015200	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Specialties - Explovent Relief Panels (roof) 14	17,040	-4,435	12,605	USD
3015201	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Equipment Pads (National)	13,460	-3,504	9,956	USD
3015203	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Phase I masonry Explosion Walls	17,742	-4,618	13,124	USD
3015205	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Phase II Masonry Explosion Walls	23,656	-6,157	17,499	USD
3015207	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Lockers And Benches	17,865	-4,651	13,214	USD
3015210	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Breakroom Sink And Install	3,080	-804	2,276	USD
3015211	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Compressed Air Building 100 to L2	14,169	-3,689	10,480	USD
3015212	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Process Water Building 100 to L2	6,776	-1,765	5,011	USD
3015213	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Steam Piping Building 100 to L2	10,781	-2,807	7,974	USD
3015214	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Compressed Air Piping Material/Labor	98,565	-25,648	72,917	USD
3015215	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Process Water Piping Material & Labor	46,202	-12,024	34,178	USD
3015216	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Steam Piping Material & Labor	48,667	-12,665	36,002	USD
3015218	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Powder Sink And Install	6,160	-1,605	4,555	USD
3015219	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Process Related Power Distribution	138,607	-36,069	102,538	USD
3015220	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Process Related Branch Wiring	107,806	-28,053	79,753	USD
3015221	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Plates At Bunkers	28,298	-7,365	20,933	USD
3015222	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Breakroom cabinet/countertop	2,820	-735	2,085	USD
3015223	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Vinyl Floors (Break room)	11,515	-2,999	8,516	USD
3016676	0	Ammo	21	Lonoke, AR	3/3/2017	Racks, Warehouse racks & corner protectors 101935	73,296	-16,689	56,607	USD
1000622	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Co #2 - Cooling Tower	40,545	-10,552	29,993	USD
1000640	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Structural & Miscellaneous Steel	14,616	-3,804	10,812	USD
3003101	3	Ammo	21	Lonoke, AR	2/15/2009	ADD'L CF #183 DRAW PRESS	13,690	-8,338	5,352	USD
3003101	4	Ammo	21	Lonoke, AR	12/15/2011	REBUILD DRAW PRESS #161 101717	23,975	-7,301	16,674	USD
3003103	3	Ammo	21	Lonoke, AR	1/15/2008	ADD'L DRAW PRESS #177	7,830	-7,153	677	USD
3003103	4	Ammo	21	Lonoke, AR	2/15/2012	ADD'L #177 BLISS PRESS 101660	29,891	-9,104	20,787	USD
3003235	7	Ammo	21	Lonoke, AR	5/15/2013	ADD'L LEAD EXTRUDER GUARDING 101791	17,228	-3,140	14,088	USD
3004036	4	Ammo	21	Lonoke, AR	9/15/2011	ADD'L HYDRAULIC LIFT 101652	21,683	-7,924	13,759	USD
3004867	1	Ammo	21	Lonoke, AR	7/29/2016	#82A 162 Bliss Taper Press REBUILD	70,277	-12,802	57,475	USD
3004882	2	Ammo	21	Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #347 101684	6,513	-916	5,597	USD
3005148	6	Ammo	21	Lonoke, AR	12/15/2011	ADD'L MODIFY DIP CUP 101736	2,906	-886	2,020	USD
3006109	5	Ammo	21	Lonoke, AR	7/29/2016	Overhaul #304 Bliss Press 213 101920	76,490	-13,934	62,556	USD
3006109	6	Ammo	21	Lonoke, AR	6/1/2017	Add'l - #213 Draw Press Overhaul 101958	83,808	-13,878	69,930	USD
3006109	7	Ammo	21	Lonoke, AR	10/31/2017	Add'l for Overhaul on 213 CF Draw Press 101949	49,971	-8,276	41,695	USD
3009370	0	Ammo	21	Lonoke, AR	9/15/2000	9MM MANURHIN LOADER #5 2814/100703	7,742	-6,287	1,455	USD
3009370	2	Ammo	21	Lonoke, AR	10/31/2013	ADD'L CAMERA SYSTEM #9 101841	7,261	-2,647	4,614	USD
3009371	1	Ammo	21	Lonoke, AR	2/15/2008	ADD'L BULLET ASSEMBLY #237	4,740	-4,331	409	USD
3009391	0	Ammo	21	Lonoke, AR	10/15/2000	HVAC-MAINTENANCE	24,702	-9,028	15,674	USD
3009501	1	Ammo	21	Lonoke, AR	10/31/2013	ADD'L #800 IPS HOT GLUE UNIT 101860	5,329	-1,388	3,941	USD
3009502	0	Ammo	21	Lonoke, AR	2/15/2001	IPS PISTOL PACKING SYSTEM #800	137,688	-94,332	43,356	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3009502	1	Ammo	21	Lonoke, AR	6/15/2001	ADD'L PISTOL PACKING SYSTEM	9,972	-9,109	863	USD
3009502	5	Ammo	21	Lonoke, AR	5/15/2004	ADD'L IPS PRODUCT BELT	9,800	-3,028	6,772	USD
3009502	10	Ammo	21	Lonoke, AR	11/22/2013	ADD'L PAGO CASE LABEL PRINTER 101849	8,215	-1,361	6,854	USD
3009502	11	Ammo	21	Lonoke, AR	2/4/2014	PISTOL IPS VIDEO JET PRINTER - CF 101876	19,372	-3,210	16,162	USD
3009503	1	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #288 101869	3,480	-793	2,687	USD
3009550	1	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #337 101869	3,480	-793	2,687	USD
3009551	0	Ammo	21	Lonoke, AR	4/15/2001	CAFETERIA KITCHEN A/C	3,753	-1,177	2,576	USD
3009554	1	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #136 101865	3,418	-1,039	2,379	USD
3009555	1	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #131 101865	3,418	-1,039	2,379	USD
3009558	4	Ammo	21	Lonoke, AR	8/15/2009	ADD'L MODIFY #222 DRAW PRESS 101475	7,834	-4,772	3,062	USD
3009558	5	Ammo	21	Lonoke, AR	2/15/2012	ADD'L #222 BLISS PRESS 101660	29,891	-9,104	20,787	USD
3009558	6	Ammo	21	Lonoke, AR	11/3/2014	Overhaul CF Draw Press 222 101897	55,858	-12,719	43,139	USD
3009762	1	Ammo	21	Lonoke, AR	8/15/2010	ADD'L 154B HEADING MACHINE 101498	10,119	-9,245	874	USD
3009762	2	Ammo	21	Lonoke, AR	1/15/2014	ADD'L CONVEYOR #154B 101865	3,432	-1,044	2,388	USD
3009851	1	Ammo	21	Lonoke, AR	1/13/2014	ADD'L CONVEYOR #152 101865	3,429	-1,043	2,386	USD
3009863	0	Ammo	21	Lonoke, AR	3/15/2002	RF PRE-WASH EQUIPMENT	4,118	-2,737	1,381	USD
3009939	1	Ammo	21	Lonoke, AR	7/15/2005	MOD/INS MANURHIN LOADER #4	31,690	-27,791	3,899	USD
3009970	1	Ammo	21	Lonoke, AR	1/13/2014	ADD'L CONVEYOR #151 101865	3,429	-1,043	2,386	USD
3009990	0	Ammo	21	Lonoke, AR	11/15/2002	IPS RIFLE CASE PACKER	17,009	-12,860	4,149	USD
3010041	0	Ammo	21	Lonoke, AR	5/15/2003	MANURHIN LOADER (PCH) #3	3,055	-1,915	1,140	USD
3010041	1	Ammo	21	Lonoke, AR	12/15/2007	ADD'L MANURHIN LOADER #3	93,535	-34,177	59,358	USD
3010041	2	Ammo	21	Lonoke, AR	3/15/2008	ADD'L MANURHIN LOADER #3	3,552	-1,299	2,253	USD
3010042	0	Ammo	21	Lonoke, AR	5/15/2003	MANURHIN LOADER (PCH) #2	3,055	-1,915	1,140	USD
3010042	1	Ammo	21	Lonoke, AR	12/15/2007	ADD'L MANURHIN LOADER #2	76,846	-28,081	48,765	USD
3010042	2	Ammo	21	Lonoke, AR	3/15/2008	ADD'L MANURHIN LOADER #2	5,951	-2,176	3,775	USD
3010043	0	Ammo	21	Lonoke, AR	5/15/2003	MANURHIN LOADER (PCH) #1	2,666	-1,672	994	USD
3010043	1	Ammo	21	Lonoke, AR	2/15/2012	REFURBISH #1 MANURHIN 101726	76,574	-23,317	53,257	USD
3010044	0	Ammo	21	Lonoke, AR	5/15/2003	SS COOLING TOWER	3,505	-2,197	1,308	USD
3010046	3	Ammo	21	Lonoke, AR	3/11/2014	COMPONENT CONVEYOR #234A 101870	6,361	-1,933	4,428	USD
3010102	1	Ammo	21	Lonoke, AR	7/15/2013	ADD'L CF SHELL HEADER #154 101809	36,518	-13,305	23,213	USD
3010102	2	Ammo	21	Lonoke, AR	1/13/2014	ADD'L CONVEYOR #154 101865	3,429	-1,043	2,386	USD
3010137	0	Ammo	21	Lonoke, AR	12/15/2003	NITRATION EXHAUST FILTER UNIT	5,662	-4,138	1,524	USD
3010234	0	Ammo	21	Lonoke, AR	3/15/2004	CF GAS BONDED BULLET MACHINE	9,297	-6,178	3,119	USD
3010267	1	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #145 101865	3,418	-1,039	2,379	USD
3010268	2	Ammo	21	Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #344 101684	3,789	-534	3,255	USD
3010269	1	Ammo	21	Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #345 101684	6,513	-916	5,597	USD
3010315	1	Ammo	21	Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #343 101684	6,513	-916	5,597	USD
3010315	2	Ammo	21	Lonoke, AR	10/1/2017	Overhaul Manville Swage #343 101925	36,531	-6,050	30,481	USD
3010319	0	Ammo	21	Lonoke, AR	11/15/2004	HVAC BLDG #722	3,261	-1,193	2,068	USD
3010400	0	Ammo	21	Lonoke, AR	5/15/2005	#602 AIT PACKER	31,014	-19,428	11,586	USD
3010401	0	Ammo	21	Lonoke, AR	5/15/2005	#629 AIT PACKER	34,222	-21,437	12,785	USD
3010470	0	Ammo	21	Lonoke, AR	11/15/2005	5.56MM LINKING EQUIPMENT	10,945	-8,276	2,669	USD
3010504	0	Ammo	21	Lonoke, AR	12/15/2005	REBUILT 2 3/4 PACKER	5,639	-2,945	2,694	USD
3010522	1	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #144 101865	3,418	-1,039	2,379	USD
3010689	0	Ammo	21	Lonoke, AR	6/15/2006	PUMP STATION ADV D TREATMENT	49,124	-29,917	19,207	USD
3010691	1	Ammo	21	Lonoke, AR	2/15/2011	ADD'L REPLACE GENERATOR 101699	5,377	-1,967	3,410	USD
3010726	0	Ammo	21	Lonoke, AR	9/15/2006	BUCKSHOT LOADER	98,248	-55,230	43,018	USD
3010726	1	Ammo	21	Lonoke, AR	9/15/2006	WAD/SHOT CONTAINER	2,775	-2,255	520	USD
3010727	0	Ammo	21	Lonoke, AR	9/15/2006	5RD BUCKSHOT PACKER #624	38,378	-21,575	16,803	USD
3010728	0	Ammo	21	Lonoke, AR	9/15/2006	25RD BUCKSHOT PACKER	7,676	-4,316	3,360	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3010738	0	Ammo	21	Lonoke, AR	11/15/2006	WASH & DRY UNIT PROGRESSIVE	8,110	-6,132	1,978	USD
3015580	0	Ammo	21	Lonoke, AR	5/21/2015	OVH CF DUPLEX HEADER #151 101851	113,340	-29,494	83,846	USD
3015581	0	Ammo	21	Lonoke, AR	5/21/2015	SHELL FEED BOWL 101847	9,401	-1,904	7,497	USD
3016179	0	Ammo	21	Lonoke, AR	5/1/2016	HELIXA TORQUE TESTER 101940	13,344	-2,432	10,912	USD
3016184	0	Ammo	21	Lonoke, AR	5/1/2016	CF VACUUM SYSTEM 101921	114,870	-16,096	98,774	USD
3016248	0	Ammo	21	Lonoke, AR	7/29/2016	Kubota Mower ZD221 Diesel 101983	8,154	-2,971	5,183	USD
3016387	0	Ammo	21	Lonoke, AR	8/26/2016	Shotshell Dry Ice Cleaning System 101964	21,207	-3,864	17,343	USD
3016388	0	Ammo	21	Lonoke, AR	8/26/2016	Bridgeport Milling Machine	22,992	-4,190	18,802	USD
3016389	0	Ammo	21	Lonoke, AR	8/26/2016	4056 Bridgeport Milling Machine 101951	22,992	-4,190	18,802	USD
3016390	0	Ammo	21	Lonoke, AR	8/26/2016	Waterbury Farrell 6600 Frame	64,615	-11,770	52,845	USD
3017262	0	Ammo	21	Lonoke, AR	12/30/2019	Osmosis-Applied Membrane Reverse- 102064	15,936	-393	15,543	USD
3017263	0	Ammo	21	Lonoke, AR	12/30/2019	Lube Sizer- REM Lead Bullet - 102065	41,542	-478	41,064	USD
3003054	6	Ammo	21	Lonoke, AR	8/15/2011	ADD'L REB CF #726 FURNACE 101681	12,093	-2,764	9,329	USD
3003055	8	Ammo	21	Lonoke, AR	5/15/2008	ADD'L DISPATCH FURNACE #725	9,144	-3,342	5,802	USD
3003056	7	Ammo	21	Lonoke, AR	5/15/2005	ADD'L CF #727 ANNEAL FURNACE	4,912	-3,079	1,833	USD
3003073	5	Ammo	21	Lonoke, AR	3/15/2010	ADD'L #727 WASH UNIT FRAME 101568	7,720	-3,528	4,192	USD
3003090	3	Ammo	21	Lonoke, AR	5/15/2010	REBUILD 229 CUPPING PRESS 101598	2,687	-1,229	1,458	USD
3003090	4	Ammo	21	Lonoke, AR	5/15/2013	OVH CF CUPPING PRESS #229 101792	38,357	-9,983	28,374	USD
3003090	5	Ammo	21	Lonoke, AR	7/15/2013	RPL CUPPING PRESS #229 101787	31,310	-8,148	23,162	USD
3003090	6	Ammo	21	Lonoke, AR	7/15/2013	ADD'L 9MM CALIBUR 101787	17,268	-4,495	12,773	USD
3003091	6	Ammo	21	Lonoke, AR	9/15/2010	ADD'L DRAW PRESS FEED SYS 101655	3,513	-1,607	1,906	USD
3003093	4	Ammo	21	Lonoke, AR	9/15/2009	ADD'L #200 DRAW PRESS 101544	18,295	-11,143	7,152	USD
3003093	5	Ammo	21	Lonoke, AR	9/15/2010	ADD'L DRAW PRESS FEED SYS #200 101655	3,513	-1,607	1,906	USD
3003094	5	Ammo	21	Lonoke, AR	9/15/2010	ADD'L DRAW PRESS FEED SYS #201 101655	3,513	-1,607	1,906	USD
3003095	4	Ammo	21	Lonoke, AR	10/31/2017	Titan Model 620 Type 3 Conveyor for #241 102030	6,763	-1,371	5,392	USD
3003096	4	Ammo	21	Lonoke, AR	8/31/2018	Add'l- Rebuild CF #193 Bliss Shell Draw - 102044	85,311	-12,829	72,482	USD
3003100	3	Ammo	21	Lonoke, AR	11/15/2008	ADD'L REBUILD #159 DRAW PRESS	10,657	-6,491	4,166	USD
3003100	4	Ammo	21	Lonoke, AR	5/15/2011	ADD'L VIBRATORY FEEDER MCH #161 101719	4,893	-1,789	3,104	USD
3003132	2	Ammo	21	Lonoke, AR	11/15/2012	BUGGY LIFT #721 101764	4,809	-1,256	3,553	USD
3003145	2	Ammo	21	Lonoke, AR	9/15/2010	ADD'L HEADTURN FEED SYS #106 101655	3,339	-1,526	1,813	USD
3003159	5	Ammo	21	Lonoke, AR	3/15/2015	Rpl Frame CF 720 Wash 101909	58,466	-8,877	49,589	USD
3003159	6	Ammo	21	Lonoke, AR	3/19/2018	Rpl Frame CF 720 Wash Add'l 101909	16,188	-1,967	14,221	USD
3003160	6	Ammo	21	Lonoke, AR	3/15/2015	RPL Frame CF 7 cone wash 723 / 101902	58,466	-8,877	49,589	USD
3003160	7	Ammo	21	Lonoke, AR	3/19/2018	Rpl Frame CF 7 Cone Wash 723 Add'l 101909	16,188	-1,967	14,221	USD
3003167	3	Ammo	21	Lonoke, AR	9/15/2010	ADD'L HEADTURN FEED SYS #117 101655	3,339	-1,526	1,813	USD
3003168	2	Ammo	21	Lonoke, AR	9/15/2010	ADD'L HEADTURN FEED SYS #118 101655	3,339	-1,526	1,813	USD
3003193	1	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #73 STEEL COLLATOR 101649	2,611	-956	1,655	USD
3003194	4	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #74 STEEL COLLATOR 101649	2,611	-956	1,655	USD
3003199	4	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #71 STEEL COLLATOR 101649	2,611	-956	1,655	USD
3003218	2	Ammo	21	Lonoke, AR	12/15/2012	ADD'L 95 TAPER PRESS W/SERVO DRIVE 101786	51,294	-13,389	37,905	USD
3003219	3	Ammo	21	Lonoke, AR	3/17/2014	ADD'L #81 TAPER PRESS 101835	63,987	-14,571	49,416	USD
3003225	3	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #138 101865	3,418	-1,039	2,379	USD
3003225	4	Ammo	21	Lonoke, AR	3/3/2017	Overhaul #4 Duplex Header 101930	149,737	-30,306	119,431	USD
3003225	5	Ammo	21	Lonoke, AR	10/31/2017	Overhaul Bliss Header #138 101994/101949	201,944	-40,872	161,072	USD
3003225	6	Ammo	21	Lonoke, AR	10/31/2017	Add'l Overhaul Bliss Header #138 101949	49,454	-10,010	39,444	USD
3003226	3	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #133 101865	3,418	-1,039	2,379	USD
3003239	3	Ammo	21	Lonoke, AR	11/29/2015	ADD'L Remelt Controls and Conveyors 101913	43,839	-9,983	33,856	USD
3003248	2	Ammo	21	Lonoke, AR	9/15/2005	ADD'L CF LEAD ELEVATOR	10,015	-8,134	1,881	USD
3003254	3	Ammo	21	Lonoke, AR	3/15/2005	ADD'L LEAD EXTRUDER	5,153	-3,425	1,728	USD
3003322	2	Ammo	21	Lonoke, AR	5/15/2009	ADD'L CF PRIMING PRESS #32	6,610	-4,027	2,583	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003324	3	Ammo	21	Lonoke, AR	9/15/2009	ADD'L REBUILD #36P PRIMING MACHINE 101549	10,386	-6,327	4,059	USD
3003326	5	Ammo	21	Lonoke, AR	1/16/2014	ADD'L CF PRIMING MCH #40 SHELL FEED 101853	17,136	-3,902	13,234	USD
3003331	4	Ammo	21	Lonoke, AR	7/15/2013	ADD'L 36P HIGH SPEED SERVO 101787	88,640	-23,066	65,574	USD
3003332	5	Ammo	21	Lonoke, AR	7/15/2008	ADD'L #63P GEAR ASSEMBLY	3,567	-3,260	307	USD
3003344	1	Ammo	21	Lonoke, AR	2/15/2010	ADD'L ELEVATOR #2 SAFETY UPGRADE 101565	10,614	-9,696	918	USD
3003363	2	Ammo	21	Lonoke, AR	5/15/2008	ADD'L CF DUPLEX #26	10,431	-3,814	6,617	USD
3003363	3	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #26 101464	2,585	-1,576	1,009	USD
3003365	3	Ammo	21	Lonoke, AR	5/15/2009	ADD'L CF DUPLEX LOADER #28	33,683	-10,257	23,426	USD
3003365	4	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #28 101464	2,585	-1,576	1,009	USD
3003366	4	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #29 101464	2,585	-1,576	1,009	USD
3003366	5	Ammo	21	Lonoke, AR	3/15/2013	ADD'L SHELL BOWL FEED SYS #29 101802	19,337	-5,033	14,304	USD
3003367	2	Ammo	21	Lonoke, AR	4/15/2004	ADD'L CF #15 DUPLEX LOADER	6,070	-3,915	2,155	USD
3003368	3	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #16 101464	2,585	-1,576	1,009	USD
3003368	4	Ammo	21	Lonoke, AR	12/15/2012	ADD'L FEEDER BOWL W/STAND #16 101788	11,943	-3,119	8,824	USD
3003368	5	Ammo	21	Lonoke, AR	7/15/2013	SHELL BOWL (30CAL) #16 101788	21,892	-5,698	16,194	USD
3003369	4	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #17 101464	2,585	-1,576	1,009	USD
3003370	3	Ammo	21	Lonoke, AR	4/15/2007	ADD'L #18 DUPLEX LOADER	13,742	-5,196	8,546	USD
3003370	5	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #11 101464	2,585	-1,576	1,009	USD
3003370	6	Ammo	21	Lonoke, AR	12/15/2012	ADD'L FEEDER BOWL W/STAND #28 101788	24,713	-6,452	18,261	USD
3003370	7	Ammo	21	Lonoke, AR	12/3/2017	Overhaul CF EX Loader #18 101933	125,240	-15,210	110,030	USD
3003371	2	Ammo	21	Lonoke, AR	9/15/2009	ADD'L FEEDERS #25 101464	2,646	-1,612	1,034	USD
3003372	4	Ammo	21	Lonoke, AR	4/15/2005	ADD'L #25 DUPLEX LOADER	8,126	-5,242	2,884	USD
3003372	5	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #14 101464	2,585	-1,576	1,009	USD
3003372	6	Ammo	21	Lonoke, AR	12/15/2012	ADD'L FEEDER BOWL W/STAND #7 101788	8,011	-2,093	5,918	USD
3003373	4	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #24 101464	2,585	-1,576	1,009	USD
3003374	3	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #19 101464	2,585	-1,576	1,009	USD
3003390	1	Ammo	21	Lonoke, AR	2/15/2009	ADD'L RANSOHOFF TUMBLER	3,604	-2,196	1,408	USD
3003390	2	Ammo	21	Lonoke, AR	11/25/2016	Rotoclon Dust Collector for Pre-Mix Operation	18,369	-2,392	15,977	USD
3003394	2	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 780 PACKER FEED SYS 101611	17,478	-4,563	12,915	USD
3003431	3	Ammo	21	Lonoke, AR	11/15/2012	ADD'L 721B WASH SYSTEM 101764	43,272	-11,294	31,978	USD
3003435	7	Ammo	21	Lonoke, AR	4/15/2006	ADD'L REBUILD 401 CAP PRESS	2,637	-1,702	935	USD
3003435	8	Ammo	21	Lonoke, AR	1/15/2008	ADD'L INDEX FEED SYS	11,908	-10,878	1,030	USD
3003435	11	Ammo	21	Lonoke, AR	10/15/2011	ADD'L CAP PRESS #401 101729	22,115	-8,081	14,034	USD
3003439	1	Ammo	21	Lonoke, AR	11/15/2006	ADD'L REFURBISH CAP PRESS	24,332	-18,396	5,936	USD
3003439	4	Ammo	21	Lonoke, AR	11/15/2006	12GA LB PROGRESSIVE DIE SET	6,560	-4,960	1,600	USD
3003439	8	Ammo	21	Lonoke, AR	1/15/2011	ADD'L #400 CAP PRESS FEED ROLL 101632	3,300	-1,207	2,093	USD
3003439	9	Ammo	21	Lonoke, AR	8/5/2018	Rebuild, SS 400 Cap Press Crankshaft, 102020	224,501	-35,358	189,143	USD
3003525	7	Ammo	21	Lonoke, AR	12/15/2008	ADD'L EXT BARREL & SCREW	2,818	-1,718	1,100	USD
3003525	8	Ammo	21	Lonoke, AR	3/3/2017	SS Extruder #420 Electrical Upgrade 101971	66,383	-8,638	57,745	USD
3003526	7	Ammo	21	Lonoke, AR	9/3/2017	408 - 409 Electrical Upgrade 101970	106,421	-10,204	96,217	USD
3003528	5	Ammo	21	Lonoke, AR	3/15/2005	ADD'L #422 EXTRUDER	10,404	-6,913	3,491	USD
3003538	2	Ammo	21	Lonoke, AR	4/15/2008	ADD'L REBUILD BODY FORMER #968	4,148	-3,791	357	USD
3003538	3	Ammo	21	Lonoke, AR	12/15/2009	ADD'L REBUILD #968 BODY FORMER 101490	6,014	-2,748	3,266	USD
3003558	2	Ammo	21	Lonoke, AR	7/15/2012	ELECTRICAL UPGRADE #435 101774	6,878	-900	5,978	USD
3003562	2	Ammo	21	Lonoke, AR	7/15/2012	ELECTRICAL UPGRADE #433 101774	6,878	-900	5,978	USD
3003671	3	Ammo	21	Lonoke, AR	4/15/2008	ADD'L #3 ELEVATOR	15,685	-14,329	1,356	USD
3003673	9	Ammo	21	Lonoke, AR	9/15/2009	ADD'L REBUILD #483 TRIPLEX 101530	24,361	-14,837	9,524	USD
3003673	10	Ammo	21	Lonoke, AR	4/15/2010	ADD'L #483 AH&P-REBUILD CLUTCH 101582	7,613	-3,479	4,134	USD
3003673	11	Ammo	21	Lonoke, AR	11/15/2012	ADD'L #483 SPROCKET DRIVE 101776	2,736	-715	2,021	USD
3003673	12	Ammo	21	Lonoke, AR	9/6/2013	ADD'L #483 FERGUSON DRIVE UNIT 101776	10,605	-2,761	7,844	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003674	10	Ammo	21	Lonoke, AR	3/15/2007	ADD'L #477 TRIPLEX	3,111	-2,068	1,043	USD
3003674	11	Ammo	21	Lonoke, AR	1/15/2011	ADD'L #477 AH&P BODY BOWL 101667	6,109	-2,233	3,876	USD
3003675	11	Ammo	21	Lonoke, AR	12/15/2011	OVERHAUL #480 TRIPLEX 101723	36,998	-11,267	25,731	USD
3003676	9	Ammo	21	Lonoke, AR	10/15/2005	ADD'L #486 TRIPLEX AH&P	3,693	-2,892	801	USD
3003676	10	Ammo	21	Lonoke, AR	10/15/2009	ADD'L #486 AH&P BODY HOPPERS 101555	6,005	-1,830	4,175	USD
3003676	11	Ammo	21	Lonoke, AR	4/12/2014	ADD'L #486 CAP BOWL REPLACEMENT 101873	10,775	-2,454	8,321	USD
3003677	9	Ammo	21	Lonoke, AR	7/28/2017	Add'l Rebuild AH&P Simplex 495 101987	68,190	-11,294	56,896	USD
3003678	8	Ammo	21	Lonoke, AR	5/30/2019	Controller, Allen Bradley PLC 496 Simplex 102049	11,415	-578	10,837	USD
3003680	11	Ammo	21	Lonoke, AR	9/15/2007	ADD'L #489 TRIPLEX AH&P	4,827	-4,411	416	USD
3003681	11	Ammo	21	Lonoke, AR	4/15/2009	ADD'L 498 AH&P SIMPLEX DIAL	7,271	-4,429	2,842	USD
3003681	12	Ammo	21	Lonoke, AR	11/15/2009	ADD'L #498 BODY FEED BOWL 101546	9,972	-4,555	5,417	USD
3003682	7	Ammo	21	Lonoke, AR	9/15/2011	ADD'L 494 BODY BOWL 101724	7,509	-2,744	4,765	USD
3003683	10	Ammo	21	Lonoke, AR	3/15/2004	ADD'L #478 TRIPLEX ELECTRIC CONTROLS	4,986	-1,350	3,636	USD
3003718	6	Ammo	21	Lonoke, AR	1/15/2010	ADD'L SERVO CONTROLLED VALVE 101534	5,766	-2,635	3,131	USD
3003718	7	Ammo	21	Lonoke, AR	2/15/2012	REPLACE LEAD KETTLE 101734	75,509	-22,994	52,515	USD
3003720	1	Ammo	21	Lonoke, AR	3/15/2002	ADD'L SHOT TOWER ELEVATOR	3,494	-3,193	301	USD
3003754	4	Ammo	21	Lonoke, AR	8/15/2011	ADD'L VIBRATORY FEED BOWL #515 101642	6,183	-2,261	3,922	USD
3003757	7	Ammo	21	Lonoke, AR	8/15/2009	ADD'L #507 SLIDE POWDER CHARGERS 101547	10,578	-6,444	4,134	USD
3003758	5	Ammo	21	Lonoke, AR	5/15/2005	ADD'L 516 LOADER UPGRADE	6,844	-4,289	2,555	USD
3003758	7	Ammo	21	Lonoke, AR	10/15/2010	ADD'L HYPERSONIC CHARGER/WAD FEED 101629	26,936	-12,303	14,633	USD
3003760	10	Ammo	21	Lonoke, AR	11/15/2010	ADD'L SLIDE POWDER CHARGER 101547	16,330	-5,969	10,361	USD
3003762	8	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	4,358	-726	3,632	USD
3003765	11	Ammo	21	Lonoke, AR	10/15/2010	ADD'L HYPERSONIC CHARGER/WAD FEED 101629	36,199	-16,535	19,664	USD
3003766	7	Ammo	21	Lonoke, AR	8/15/2008	ADD'L FIRE SUPPRESSION SYS	2,767	-2,529	238	USD
3003766	9	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #509 H-WAD FEEDER 101686	5,275	-1,928	3,347	USD
3003767	10	Ammo	21	Lonoke, AR	5/15/2005	ADD'L 511 LOADER UPGRADE	6,203	-3,887	2,316	USD
3003768	3	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	4,208	-701	3,507	USD
3003769	3	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	4,358	-726	3,632	USD
3003769	4	Ammo	21	Lonoke, AR	8/15/2011	ADD'L VIBRATORY FEED BOWL #512 101642	6,183	-2,261	3,922	USD
3003770	8	Ammo	21	Lonoke, AR	2/15/2006	ADD'L #525 ELECTRICAL UPGRADE	8,910	-1,880	7,030	USD
3003770	10	Ammo	21	Lonoke, AR	10/15/2008	ADD'L VOLUMETRIC SHOT CHARGER	2,994	-2,737	257	USD
3003770	12	Ammo	21	Lonoke, AR	12/15/2011	REBUILD SS LOADER #525 101744	23,102	-4,691	18,411	USD
3003770	13	Ammo	21	Lonoke, AR	11/1/2013	ADD'L #525 POWDER CHARGER 101708	3,841	-1,001	2,840	USD
3003771	6	Ammo	21	Lonoke, AR	12/15/2002	LOADER MODIFICATION HEVI SHOT	3,762	-2,750	1,012	USD
3003771	9	Ammo	21	Lonoke, AR	2/15/2008	ADD'L UPGRADE #526	6,392	-5,841	551	USD
3003771	10	Ammo	21	Lonoke, AR	1/2/2013	ADD'L #526 20GA WAD FEED BOWL 101708	9,973	-2,596	7,377	USD
3003771	11	Ammo	21	Lonoke, AR	1/2/2013	ADD'L #526 20GA WAD ESCAPEMENT 101708	2,605	-680	1,925	USD
3003771	12	Ammo	21	Lonoke, AR	11/1/2013	ADD'L #526 POWDER CHARGER 101708	3,841	-1,001	2,840	USD
3003772	17	Ammo	21	Lonoke, AR	7/15/2008	ADD'L #527 LOADER SLUG TRANSFER	2,959	-1,082	1,877	USD
3003772	18	Ammo	21	Lonoke, AR	11/1/2013	ADD'L #527 POWDER CHARGER 101708	3,841	-1,001	2,840	USD
3003782	3	Ammo	21	Lonoke, AR	2/15/2009	ADD'L ELEVATOR #4 MODIFICATIONS	21,519	-13,105	8,414	USD
3003801	6	Ammo	21	Lonoke, AR	8/4/2014	ADD'L #606 28GA PACKER 101868	18,090	-2,997	15,093	USD
3003812	7	Ammo	21	Lonoke, AR	8/31/2018	Add'l- Electrical Upgrade, SS Packer 609 - 102045	51,130	-7,689	43,441	USD
3003814	11	Ammo	21	Lonoke, AR	12/21/2016	Packer #628 Overhaul with motor rplc 4063/101961	34,266	-4,459	29,807	USD
3003821	2	Ammo	21	Lonoke, AR	10/31/2013	ADD'L #630 SS HOT GLUE UNIT 101860	5,329	-1,388	3,941	USD
3003833	0	Ammo	21	Lonoke, AR	12/1/1993	LACHAUSSEE LOADER # 510	5,589	-5,107	482	USD
3003833	10	Ammo	21	Lonoke, AR	4/15/2005	ADD'L 510 ELECTRICAL UPGRADE	14,214	-3,317	10,897	USD
3003833	11	Ammo	21	Lonoke, AR	7/15/2008	ADD'L #510 LOADER INDICATOR LIGHTS	3,097	-1,133	1,964	USD
3003833	12	Ammo	21	Lonoke, AR	9/3/2017	Add'l Automatic Fire Suppression for 510 101975	9,154	-1,517	7,637	USD
3003833	13	Ammo	21	Lonoke, AR	10/1/2017	510 Vision System 102000	22,759	-3,770	18,989	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003844	1	Ammo		21 Lonoke, AR	8/15/2009	ADD'L REBUILD #1311 PLATER 101540	4,171	-2,542	1,629	USD
3003858	2	Ammo		21 Lonoke, AR	3/31/2019	Wash Unit-7 Cone-1075-102048	187,858	-11,559	176,299	USD
3003859	2	Ammo		21 Lonoke, AR	3/15/2015	Rpl Frame RF 4 Cone Wash - 101908	36,421	-7,372	29,049	USD
3003859	3	Ammo		21 Lonoke, AR	3/3/2017	Rpl Frame RF 4 Cone Wash - 101908	8,906	-1,476	7,430	USD
3003861	0	Ammo		21 Lonoke, AR	12/1/1993	Wash, Shell Relief Anneal 7-Cone Wash	251	-251	0	USD
3003866	5	Ammo		21 Lonoke, AR	1/15/2009	ADD'L #1004 CUPPING PRESS	5,498	-3,350	2,148	USD
3003867	6	Ammo		21 Lonoke, AR	10/15/2011	ADD'L REBUILD V&O PRESS #1003 101714	27,430	-10,023	17,407	USD
3003868	6	Ammo		21 Lonoke, AR	3/15/2009	ADD'L #1002 PRESS	6,265	-3,817	2,448	USD
3003869	5	Ammo		21 Lonoke, AR	4/15/2005	ADD'L 1045 ELECTRICAL UPGRADE	6,062	-1,414	4,648	USD
3003869	7	Ammo		21 Lonoke, AR	12/21/2018	Shellmaker, Rebuild #1045 101980	446,262	-53,410	392,852	USD
3003871	9	Ammo		21 Lonoke, AR	2/15/2010	ADD'L #1047 GEAR REDUCER 101585	5,943	-2,716	3,227	USD
3003871	10	Ammo		21 Lonoke, AR	12/27/2018	Header, RF Shellmaking Rebuild #1047 102057/101980	22,226	-2,625	19,601	USD
3003872	9	Ammo		21 Lonoke, AR	12/27/2018	Header, RF Shellmaking Rebuild #1048 102057/101980	22,226	-2,625	19,601	USD
3003873	8	Ammo		21 Lonoke, AR	12/27/2018	Header, RF Shellmaking Rebuild #1045 102057/101980	22,226	-2,625	19,601	USD
3003874	6	Ammo		21 Lonoke, AR	12/27/2018	Header, RF Shellmaking Rebuild #1050 102057/101980	22,226	-2,625	19,601	USD
3003875	6	Ammo		21 Lonoke, AR	2/15/2012	OVH RF DRAW UNIT #1051 101740	18,922	-5,763	13,159	USD
3003875	7	Ammo		21 Lonoke, AR	12/21/2018	Shellmaker, Rebuild #1051 101980	446,262	-53,410	392,852	USD
3003875	8	Ammo		21 Lonoke, AR	12/27/2018	Header, RF Shellmaking Rebuild #1046 102057/101980	22,226	-2,625	19,601	USD
3003914	8	Ammo		21 Lonoke, AR	12/15/2008	ADD'L REBUILD #1196 AIM	9,915	-6,041	3,874	USD
3003915	11	Ammo		21 Lonoke, AR	12/15/2011	ADD'L CONE & RING ASSEMBLY 101737	10,880	-3,314	7,566	USD
3003916	10	Ammo		21 Lonoke, AR	2/15/2012	REBUILD AIM #1198 101651	30,239	-9,209	21,030	USD
3003919	4	Ammo		21 Lonoke, AR	10/31/2017	RF Fire Suppression System for Loader A 101989	59,562	-7,751	51,811	USD
3003920	4	Ammo		21 Lonoke, AR	10/31/2017	RF Fire Suppression System for Loader B 101989	59,562	-7,751	51,811	USD
3003921	3	Ammo		21 Lonoke, AR	12/31/2013	ADD'L RF C LOADER 1235 FIRE SUSPRESSION 101817	14,865	-2,463	12,402	USD
3003922	4	Ammo		21 Lonoke, AR	10/31/2017	RF Fire Suppression System for Loader D 101989	59,562	-7,751	51,811	USD
3003923	5	Ammo		21 Lonoke, AR	10/31/2017	RF Fire Suppression System for Loader E 101989	59,562	-7,751	51,811	USD
3003924	4	Ammo		21 Lonoke, AR	10/31/2017	RF Fire Suppression System for Loader F 101989	59,562	-7,751	51,811	USD
3003933	7	Ammo		21 Lonoke, AR	4/15/2006	RF PACKER ELECTRICAL UPGRADE	5,063	-2,414	2,649	USD
3003933	8	Ammo		21 Lonoke, AR	10/31/2013	ADD'L #1282 RF HOT GLUE UNIT 101860	5,329	-1,388	3,941	USD
3003934	5	Ammo		21 Lonoke, AR	5/15/2005	ADD'L #1283 ELECTRICAL UPGRADE	7,400	-1,709	5,691	USD
3003983	3	Ammo		21 Lonoke, AR	8/15/2011	T&F #566 101448	17,527	-6,405	11,122	USD
3003984	2	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 595 ASSEMBLY PRESS 101448	8,817	-4,029	4,788	USD
3003985	2	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 853 ASSEMBLY PRESS 101448	4,659	-2,129	2,530	USD
3003986	3	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 589 ASSEMBLY PRESS 101448	6,088	-2,783	3,305	USD
3003987	3	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 586 TAMP & FOIL 101448	20,836	-9,517	11,319	USD
3003987	4	Ammo		21 Lonoke, AR	8/15/2011	T&F #586 101448	4,665	-1,705	2,960	USD
3003988	3	Ammo		21 Lonoke, AR	8/15/2011	T&F #571 101448	17,392	-6,357	11,035	USD
3003989	3	Ammo		21 Lonoke, AR	8/15/2011	T&F #576 101448	17,273	-6,312	10,961	USD
3003990	2	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 584 ASSEMBLY PRESS 101448	8,035	-3,671	4,364	USD
3003991	3	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 581 TAMP & FOIL 101448	28,713	-13,116	15,597	USD
3004035	3	Ammo		21 Lonoke, AR	9/15/2011	ADD'L HYDRAULIC LIFT 101652	21,683	-7,924	13,759	USD
3004283	0	Ammo		21 Lonoke, AR	12/1/1993	DUCTWORK - CENTERFIRE	11,483	-6,994	4,489	USD
3004284	0	Ammo		21 Lonoke, AR	12/1/1993	DUCTWORK - SHOT SHELL & SHOT TOWER	4,176	-2,544	1,632	USD
3004299	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING FOR BLDG. 100	2,565	-2,344	221	USD
3004309	2	Ammo		21 Lonoke, AR	11/25/2016	Burnham Slender Radiators in BLDG 717	15,258	-2,529	12,729	USD
3004328	3	Ammo		21 Lonoke, AR	6/15/2004	ADD'L CAFETERIAL ELECTRICAL	2,845	-868	1,977	USD
3004416	2	Ammo		21 Lonoke, AR	1/15/2005	OFFICE AREA HVAC CONTROLS	5,172	-1,892	3,280	USD
3004419	0	Ammo		21 Lonoke, AR	12/1/1993	CF CAFETERIA AND TOOL CRIB AREA AIR CON	2,651	-1,615	1,036	USD
3004454	0	Ammo		21 Lonoke, AR	12/1/1993	HVAC-SHELL & CUP BLDG 301 110076	12,981	-7,907	5,074	USD
3004455	0	Ammo		21 Lonoke, AR	12/1/1993	HVAC-PRIMING & AIM BLDG 301 110076	12,981	-7,907	5,074	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3004456	0	Ammo	21	Lonoke, AR	12/1/1993	HVAC-LOADING BLDG 301 110076	12,981	-7,907	5,074	USD
3004457	0	Ammo	21	Lonoke, AR	12/1/1993	HVAC-PACK & ADMIN BLDG 301 110076	2,876	-2,628	248	USD
3004459	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL HVAC SS BLDG #200-SS CON	29,998	-18,270	11,728	USD
3004460	0	Ammo	21	Lonoke, AR	12/1/1993	TRANE 30T HVAC UNIT ROOFTOP MODEL K BLDG 709	6,355	-3,872	2,483	USD
3004852	2	Ammo	21	Lonoke, AR	2/15/2012	OVH CF DRAW PRESS #157 101761	24,562	-7,480	17,082	USD
3004853	2	Ammo	21	Lonoke, AR	11/15/2006	ADD'L AIR CLUTCH/BRAKE ASSEMBLY #163/165	2,597	-1,964	633	USD
3004853	3	Ammo	21	Lonoke, AR	8/15/2007	ADD'L #163 DRAW UPGRADE	5,607	-5,124	483	USD
3004854	1	Ammo	21	Lonoke, AR	3/15/2008	ADD'L #167 DRAW PRESS	7,777	-7,106	671	USD
3004855	2	Ammo	21	Lonoke, AR	1/15/2008	ADD'L DRAW PRESS #179	7,830	-7,153	677	USD
3004855	3	Ammo	21	Lonoke, AR	7/29/2016	Overhaul #304 Bliss Presses 179 101920	76,490	-13,934	62,556	USD
3004857	2	Ammo	21	Lonoke, AR	4/15/2007	ADD'L #92 TAPER PRESS	3,656	-2,359	1,297	USD
3004857	4	Ammo	21	Lonoke, AR	12/15/2012	ADD'L 92 TAPER PRESS W/SERVO DRIVE 101786	51,294	-13,389	37,905	USD
3004859	3	Ammo	21	Lonoke, AR	12/15/2012	ADD'L 94 TAPER PRESS W/SERVO DRIVE 101786	51,294	-13,389	37,905	USD
3004860	2	Ammo	21	Lonoke, AR	4/15/2007	ADD'L #93 TAPER PRESS	3,656	-2,359	1,297	USD
3004860	4	Ammo	21	Lonoke, AR	12/15/2012	ADD'L 93 TAPER PRESS W/SERVO DRIVE 101786	51,294	-13,389	37,905	USD
3004866	3	Ammo	21	Lonoke, AR	1/15/2011	ADD'L UPGRADE #91 TAPER PRESS 101670	28,358	-10,363	17,995	USD
3004866	4	Ammo	21	Lonoke, AR	10/1/2017	#91 162 Bliss Taper Press Rebuild 101990/101949	129,269	-21,406	107,863	USD
3004866	5	Ammo	21	Lonoke, AR	10/31/2017	Add'l #91 162 Taper Press Rebuild 101949	49,971	-8,276	41,695	USD
3004868	1	Ammo	21	Lonoke, AR	6/15/2007	ADD'L #85 TAPER PRESS	3,948	-3,607	341	USD
3004869	1	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #147 101865	3,418	-1,039	2,379	USD
3004870	4	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #134 101865	3,418	-1,039	2,379	USD
3004871	1	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #135 101865	3,418	-1,039	2,379	USD
3004875	2	Ammo	21	Lonoke, AR	3/3/2017	Rebuild 332 Modernized Bullet Asbly Press 101917	90,057	-14,913	75,144	USD
3004877	2	Ammo	21	Lonoke, AR	10/15/2008	ADD'L #335 JACKET FD BOWL	4,154	-3,797	357	USD
3004878	2	Ammo	21	Lonoke, AR	10/31/2017	Rebuild 331 Modernized Bullet Assby Press 101918	38,868	-6,437	32,431	USD
3004880	3	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #324 101869	3,480	-793	2,687	USD
3004886	3	Ammo	21	Lonoke, AR	12/15/2007	ADD'L REBUILD MCH #51P	4,821	-4,405	416	USD
3004886	4	Ammo	21	Lonoke, AR	8/15/2010	ADD'L FEED SYSTEM #51P 101638	2,744	-1,254	1,490	USD
3004887	4	Ammo	21	Lonoke, AR	6/15/2011	ADD'L VIBRA FEED SYS #53P 101657	11,442	-4,183	7,259	USD
3004887	5	Ammo	21	Lonoke, AR	12/15/2011	ADD'L VIBRATORY FEED BOWL #53P 101725	16,787	-5,113	11,674	USD
3004888	3	Ammo	21	Lonoke, AR	5/15/2008	ADD'L CF PRIMING #44P	8,103	-2,962	5,141	USD
3004893	1	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	3,431	-570	2,861	USD
3004893	2	Ammo	21	Lonoke, AR	9/15/2010	ADD'L #523 WAD FEED BOWL 101669	4,224	-1,930	2,294	USD
3004894	10	Ammo	21	Lonoke, AR	2/15/2005	ADD'L #528 SIMPLEX LOADER ELECTRL UPGD	5,714	-3,915	1,799	USD
3004894	11	Ammo	21	Lonoke, AR	3/15/2007	ADD'L #528 SIMPLEX LOADER	7,966	-3,066	4,900	USD
3004894	12	Ammo	21	Lonoke, AR	10/15/2010	ADD'L HYPERSONIC CHARGER/WAD FEED 101629	9,263	-4,232	5,031	USD
3004894	13	Ammo	21	Lonoke, AR	1/2/2013	ADD'L #528 10GA WAD FEED BOWL 101708	6,655	-1,733	4,922	USD
3004894	14	Ammo	21	Lonoke, AR	1/2/2013	ADD'L #528 10GA WAD ESCAPEMENT 101708	3,219	-839	2,380	USD
3004894	15	Ammo	21	Lonoke, AR	11/1/2013	ADD'L #528 POWDER CHARGER 101708	3,841	-1,001	2,840	USD
3004913	2	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 579 ASSEMBLY PRESS 101448	10,022	-4,579	5,443	USD
3004914	2	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 594 ASSEMBLY PRESS 101448	13,692	-6,256	7,436	USD
3004915	2	Ammo	21	Lonoke, AR	2/15/2008	ADD'L TAMP & FOIL INDEXERS #856	8,522	-7,786	736	USD
3004915	3	Ammo	21	Lonoke, AR	8/15/2011	T&F #856 101448	22,009	-8,043	13,966	USD
3004916	2	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 573 TAMP & FOIL 101448	12,363	-5,647	6,716	USD
3004916	3	Ammo	21	Lonoke, AR	8/15/2011	T&F #573 101448	3,317	-1,213	2,104	USD
3005156	1	Ammo	21	Lonoke, AR	9/15/2012	ELECTRICAL UPGRADE 418/419 EXTRUDER 101756	65,037	-13,203	51,834	USD
3005157	3	Ammo	21	Lonoke, AR	10/15/2008	ADD'L #971 BODY FORMER	4,315	-3,943	372	USD
3005157	4	Ammo	21	Lonoke, AR	7/15/2009	ADD'L #971 HYDRAULIC PUMP	3,744	-1,140	2,604	USD
3005158	5	Ammo	21	Lonoke, AR	7/15/2008	ADD'L #972 HYDROSTATIC PUMP	3,473	-1,271	2,202	USD
3005159	6	Ammo	21	Lonoke, AR	8/15/2009	ADD'L REBUILD #973 BODY FORMER 101553	4,855	-2,959	1,896	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3005161	4	Ammo	21	Lonoke, AR	7/15/2009	ADD'L #975 HYDRAULIC PUMP	3,188	-972	2,216	USD
3005177	0	Ammo	21	Lonoke, AR	2/15/1994	INK/BODY PRINT #471 12/10GA 110089 SN80476	2,742	-2,507	235	USD
3005177	7	Ammo	21	Lonoke, AR	11/15/2010	ADD'L VISION INSPECTION 101501	4,108	-1,503	2,605	USD
3005177	8	Ammo	21	Lonoke, AR	2/15/2012	SS BODY PRINTER #471 UPGRADE 101716	6,932	-2,112	4,820	USD
3005178	0	Ammo	21	Lonoke, AR	2/15/1994	INK/BODY PRINT #470 12,16,20,28,410 110089 SN80482	2,686	-2,456	230	USD
3005178	6	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 470 BODY PRINTER 2ND FLOOR 101528	11,684	-5,338	6,346	USD
3005178	7	Ammo	21	Lonoke, AR	11/15/2010	ADD'L VISION INSPECTION 101501	4,108	-1,503	2,605	USD
3005178	8	Ammo	21	Lonoke, AR	2/15/2012	SS BODY PRINTER #470 UPGRADE 101716	6,932	-2,112	4,820	USD
3005250	4	Ammo	21	Lonoke, AR	7/15/2008	ADD'L CF #205 DRAW PRESS	7,262	-6,635	627	USD
3005254	1	Ammo	21	Lonoke, AR	12/15/2007	ADD'L REBUILD MCH #62	4,821	-4,405	416	USD
3005254	2	Ammo	21	Lonoke, AR	8/15/2010	ADD'L FEED SYSTEM #62 101638	2,744	-1,254	1,490	USD
3005255	1	Ammo	21	Lonoke, AR	12/15/2008	ADD'L #56P PRIMING MACHINE	6,322	-3,851	2,471	USD
3005258	1	Ammo	21	Lonoke, AR	12/15/2007	ADD'L REBUILD MCH #42P	4,821	-4,406	415	USD
3005259	2	Ammo	21	Lonoke, AR	6/15/2011	ADD'L VIBRA FEED SYS #46P 101657	11,442	-4,183	7,259	USD
3005356	1	Ammo	21	Lonoke, AR	7/28/2017	Add'l Rebuild AH&P Triplex 480 101985	67,737	-11,218	56,519	USD
3005452	1	Ammo	21	Lonoke, AR	9/15/2008	ADD'L #231 CUPPING PRESS	8,750	-7,995	755	USD
3005725	0	Ammo	21	Lonoke, AR	9/15/1995	#635 APEX PACKING CARTON PRINTER	2,742	-2,227	515	USD
3005725	1	Ammo	21	Lonoke, AR	4/15/2009	ADD'L PRINTER & APPLICATOR	6,137	-3,739	2,398	USD
3005726	0	Ammo	21	Lonoke, AR	9/15/1995	#636 APEX PACKING CARTON PRINTER	2,742	-2,227	515	USD
3005726	1	Ammo	21	Lonoke, AR	4/15/2009	ADD'L PRINTER & APPLICATOR	6,137	-3,739	2,398	USD
3005727	0	Ammo	21	Lonoke, AR	9/15/1995	#1314 PACKING APEX CARTON PRINTER 100011	2,921	-2,373	548	USD
3005727	1	Ammo	21	Lonoke, AR	4/15/2009	ADD'L PRINTER & APPLICATOR	6,137	-3,739	2,398	USD
3005741	9	Ammo	21	Lonoke, AR	3/15/2009	#473 BODY PRINTER-ELECTRIC UPGRADE	8,250	-1,371	6,879	USD
3005741	10	Ammo	21	Lonoke, AR	11/15/2010	ADD'L VISION INSPECTION 101501	4,108	-1,503	2,605	USD
3005741	11	Ammo	21	Lonoke, AR	2/15/2012	SS BODY PRINTER #473 UPGRADE 101716	6,931	-2,112	4,819	USD
3005745	4	Ammo	21	Lonoke, AR	12/15/2012	ADD'L 82B TAPER PRESS W/SERVO DRIVE 101786	51,294	-13,389	37,905	USD
3005747	2	Ammo	21	Lonoke, AR	7/15/2008	ADD'L UPGRADE #88B TAPER PRESS	7,740	-7,071	669	USD
3005747	3	Ammo	21	Lonoke, AR	12/15/2011	ADD'L SERVO DRIVE & FEED SYS 101722	17,694	-5,390	12,304	USD
3005748	2	Ammo	21	Lonoke, AR	1/15/2014	ADD'L CONVEYOR #154A 101865	3,432	-1,044	2,388	USD
3005750	5	Ammo	21	Lonoke, AR	8/15/2009	ADD'L CF #219A DRAW PRESS 101541	17,652	-10,752	6,900	USD
3005751	2	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #20 101464	2,585	-1,576	1,009	USD
3005751	3	Ammo	21	Lonoke, AR	12/15/2012	ADD'L FEEDER BOWL W/STAND #20 101788	24,713	-6,452	18,261	USD
3005752	2	Ammo	21	Lonoke, AR	8/15/2009	ADD'L FEEDERS #30 101464	2,585	-1,576	1,009	USD
3005887	1	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #277 101869	3,480	-793	2,687	USD
3005954	2	Ammo	21	Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #346 101684	6,513	-916	5,597	USD
3005955	3	Ammo	21	Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #367 101684	6,513	-916	5,597	USD
3005964	1	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #140 101865	3,418	-1,039	2,379	USD
3006014	2	Ammo	21	Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #357 101684	6,513	-916	5,597	USD
3006014	3	Ammo	21	Lonoke, AR	7/29/2016	#357 Rebuild Cold Header 101919	208,490	-47,471	161,019	USD
3006018	2	Ammo	21	Lonoke, AR	5/21/2015	OVH CF DRAW PRESS #220 101897	63,156	-12,783	50,373	USD
3006019	2	Ammo	21	Lonoke, AR	10/15/2010	ADD'L DRAW PRESS FEED SYS 101648	12,261	-5,602	6,659	USD
3006020	0	Ammo	21	Lonoke, AR	8/15/1996	30-30 MANUHRIN LOADER #6 2305/100060	6,652	-5,611	1,041	USD
3006020	3	Ammo	21	Lonoke, AR	9/15/2011	CONVERT TO 308/30-06 RIFLE 101720	16,523	-6,038	10,485	USD
3006020	4	Ammo	21	Lonoke, AR	8/15/2012	ADD'L #6 40 S&W CONVERSION 101777	59,484	-18,113	41,371	USD
3006021	0	Ammo	21	Lonoke, AR	8/15/1996	#57P V&O PRIME/WATERPROOF	4,009	-3,663	346	USD
3006022	0	Ammo	21	Lonoke, AR	8/15/1996	#58P V&O PRIME/WATERPROOF	4,009	-3,663	346	USD
3006025	1	Ammo	21	Lonoke, AR	11/4/2018	Priming, V&O Pressless Priming 49P 102029	247,881	-32,860	215,021	USD
3006110	2	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #132 101865	3,418	-1,039	2,379	USD
3006151	4	Ammo	21	Lonoke, AR	9/18/2013	ADD'L OVERHAUL CF DRAW PRESS #173 101840	36,882	-9,598	27,284	USD
3006167	1	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 599 CHARGING TABLE 101448	2,686	-1,229	1,457	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3006167	2	Ammo		21 Lonoke, AR	8/15/2011	KNOCK-OUT #599-1 101448	10,858	-3,968	6,890	USD
3006167	3	Ammo		21 Lonoke, AR	10/1/2017	Knockout modification #599 101965	4,838	-802	4,036	USD
3006168	1	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 565 CHARGING TABLE 101448	5,190	-2,372	2,818	USD
3006168	2	Ammo		21 Lonoke, AR	8/15/2011	KNOCK-OUT #565-1 101448	10,322	-3,773	6,549	USD
3006168	3	Ammo		21 Lonoke, AR	10/1/2017	Knockout modification #565 101965	4,838	-802	4,036	USD
3006169	1	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 574 CHARGING TABLE 101448	6,363	-2,908	3,455	USD
3006169	2	Ammo		21 Lonoke, AR	8/15/2011	KNOCK-OUT #574-1 101448	13,607	-4,974	8,633	USD
3006169	3	Ammo		21 Lonoke, AR	10/1/2017	Knockout modification #574 101965	4,838	-802	4,036	USD
3006182	2	Ammo		21 Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #394 101684	6,513	-916	5,597	USD
3006183	2	Ammo		21 Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #395 101684	6,513	-916	5,597	USD
3006186	0	Ammo		21 Lonoke, AR	1/15/1997	#601 THIELE AUTO CARTONER (packer)	7,519	-5,319	2,200	USD
3006186	3	Ammo		21 Lonoke, AR	12/15/2008	REFURBISH & INSTALL THIELE PACKER	11,927	-3,633	8,294	USD
3006396	0	Ammo		21 Lonoke, AR	4/15/1997	#603 THIELE AUTO CARTONER	39,927	-15,093	24,834	USD
3007453	1	Ammo		21 Lonoke, AR	1/15/2014	ADD'L CONVEYOR #140A 101865	3,432	-1,044	2,388	USD
3008848	2	Ammo		21 Lonoke, AR	6/15/2010	ADD'L 223 DRAW #189 101559	33,722	-15,404	18,318	USD
3008900	0	Ammo		21 Lonoke, AR	2/25/1998	SHOTSHELL BODY PRINTER #472	8,042	-5,345	2,697	USD
3008900	3	Ammo		21 Lonoke, AR	3/15/2009	#472 BODY PRINTER-ELECTRIC UPGRADE	8,250	-1,371	6,879	USD
3008900	4	Ammo		21 Lonoke, AR	11/15/2010	ADD'L VISION INSPECTION 101501	4,108	-1,503	2,605	USD
3008900	5	Ammo		21 Lonoke, AR	2/15/2012	SS BODY PRINTER #472 UPGRADE 101716	6,931	-2,112	4,819	USD
3008979	4	Ammo		21 Lonoke, AR	3/15/2012	RPL "B" KETTLE CONTROLS 101735	3,887	-1,185	2,702	USD
3008980	0	Ammo		21 Lonoke, AR	10/15/1998	9MM MANURHIN LOADER #8 2619/100459	5,431	-4,253	1,178	USD
3008980	5	Ammo		21 Lonoke, AR	8/15/2009	ADD'L #10 LOADER FEED BOWL 101526	14,958	-4,556	10,402	USD
3008980	6	Ammo		21 Lonoke, AR	10/31/2013	ADD'L CAMERA SYSTEM #10 101841	11,226	-4,092	7,134	USD
3008990	0	Ammo		21 Lonoke, AR	10/15/1998	CF ANNEAL-EXHAUST FANS	2,747	-1,160	1,587	USD
3009032	1	Ammo		21 Lonoke, AR	8/15/2008	ADD'L CF BULLET PRESS	3,755	-3,431	324	USD
3009085	0	Ammo		21 Lonoke, AR	6/15/1999	30 CAL PSPBT WFF BLT ASSEMBLY #234 2664/100489	2,740	-2,505	235	USD
3009085	1	Ammo		21 Lonoke, AR	11/15/2012	PRODUCT FEED CONVEYOR 101764	3,910	-1,430	2,480	USD
3009085	2	Ammo		21 Lonoke, AR	3/11/2014	COMPONENT CONVEYOR #234 101870	6,361	-1,933	4,428	USD
3009086	0	Ammo		21 Lonoke, AR	6/15/1999	40 S&W MANUHRINE LOADER #7 2661/100491	7,961	-7,273	688	USD
3009089	0	Ammo		21 Lonoke, AR	6/15/1999	INDUCTIVE BONDING UNIT	34,758	-14,112	20,646	USD
3009089	3	Ammo		21 Lonoke, AR	2/15/2003	ADD'L WIRE FEED UNIT	6,304	-2,034	4,270	USD
3009155	1	Ammo		21 Lonoke, AR	5/15/2012	ADD'L HEADER 139A 101742	23,814	-10,878	12,936	USD
3009155	2	Ammo		21 Lonoke, AR	1/6/2014	ADD'L CONVEYOR #139 101865	3,418	-1,039	2,379	USD
3009156	2	Ammo		21 Lonoke, AR	1/13/2014	ADD'L CONVEYOR #149 101865	3,429	-1,043	2,386	USD
3009229	0	Ammo		21 Lonoke, AR	3/15/2000	IPS RIFLE PACKER 100559 #799	79,576	-52,867	26,709	USD
3009229	1	Ammo		21 Lonoke, AR	8/15/2000	ADD'L IPS PACKER	3,364	-2,838	526	USD
3009229	5	Ammo		21 Lonoke, AR	4/15/2009	IPS BELT WASHER	16,568	-10,091	6,477	USD
3009229	6	Ammo		21 Lonoke, AR	6/15/2009	ADD'L BUGGY HOPPER & LIFT	7,050	-2,149	4,901	USD
3009229	7	Ammo		21 Lonoke, AR	4/16/2014	RIFLE IPS VIDEO JET PRINTER - CF 101876	19,668	-3,257	16,411	USD
3009276	1	Ammo		21 Lonoke, AR	1/15/2010	ADD'L RF WATER SOFTENER 101586	3,820	-1,747	2,073	USD
3009357	1	Ammo		21 Lonoke, AR	1/13/2014	ADD'L CONVEYOR #150 101865	3,429	-1,043	2,386	USD
3009542	1	Ammo		21 Lonoke, AR	3/11/2014	COMPONENT CONVEYOR #237A 101870	6,361	-1,933	4,428	USD
3009573	1	Ammo		21 Lonoke, AR	4/11/2014	UPGRADE DISPLAY #321 101869	3,480	-793	2,687	USD
3009574	0	Ammo		21 Lonoke, AR	7/15/2001	CF BLT TUMBLE BARREL #736	2,726	-2,392	334	USD
3010781	1	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 570 ASSEMBLY PRESS 101448	5,193	-2,373	2,820	USD
3010782	1	Ammo		21 Lonoke, AR	8/15/2011	T&F #598 101448	12,122	-4,431	7,691	USD
3010790	0	Ammo		21 Lonoke, AR	2/15/2007	SS PRIMER BLANK & INSERT MCH	6,116	-4,191	1,925	USD
3010790	1	Ammo		21 Lonoke, AR	7/15/2008	ADD'L SS BLANK & INSERT MACHINE	5,765	-5,267	498	USD
3010810	1	Ammo		21 Lonoke, AR	1/6/2014	ADD'L CONVEYOR #146 101865	3,418	-1,039	2,379	USD
3010841	0	Ammo		21 Lonoke, AR	4/15/2007	CF BLT PKG LABELER	9,866	-3,731	6,135	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3010842	0	Ammo		21 Lonoke, AR	4/15/2007	CF BLT PKG HEAT TUNNEL	3,083	-1,167	1,916	USD
3010843	0	Ammo		21 Lonoke, AR	4/15/2007	CF BLT PKG SEALER	3,259	-1,233	2,026	USD
3010876	0	Ammo		21 Lonoke, AR	9/15/2007	CF LEAD CLEANING SUMP	3,992	-1,824	2,168	USD
3010893	0	Ammo		21 Lonoke, AR	11/15/2007	AAGARD SS 610 PACKER Serial Number 80	183,504	-67,051	116,453	USD
3010896	0	Ammo		21 Lonoke, AR	11/15/2007	CF AREA 2 INTERCOM	4,991	-1,825	3,166	USD
3010900	0	Ammo		21 Lonoke, AR	12/15/2007	MOUTH ANNEAL MCH #103	5,851	-5,346	505	USD
3010901	0	Ammo		21 Lonoke, AR	12/15/2007	HEADTURN MCH #119A	10,365	-9,469	896	USD
3010902	0	Ammo		21 Lonoke, AR	12/15/2007	C-35 JACKET DRAW PRESS #240A	13,759	-12,570	1,189	USD
3010920	0	Ammo		21 Lonoke, AR	1/15/2008	OKAMOTO SURFACE GRINDER-KITTING	7,078	-6,466	612	USD
3010931	1	Ammo		21 Lonoke, AR	10/31/2017	CF Plating Cyanide Tank Safety Upgrades 102024	22,580	-4,571	18,009	USD
3010978	0	Ammo		21 Lonoke, AR	5/15/2008	CF #183 BLISS DRAW PRESS 101421	4,133	0	4,133	USD
3010979	0	Ammo		21 Lonoke, AR	5/15/2008	CF BLISS DRAW PRESS 101421 #221	4,133	0	4,133	USD
3010979	1	Ammo		21 Lonoke, AR	8/15/2009	ADD'L #221 BLISS DRAW PRESS 101516	17,213	-10,484	6,729	USD
3010980	0	Ammo		21 Lonoke, AR	5/15/2008	CF BLISS DRAW PRESS 101421 #197	4,133	0	4,133	USD
3010980	1	Ammo		21 Lonoke, AR	6/15/2010	ADD'L 40 S&W DRAW #197 101559	26,910	-24,582	2,328	USD
3010999	0	Ammo		21 Lonoke, AR	7/15/2008	ACCUTIP ASSEMBLY UNIT	10,939	-9,994	945	USD
3011003	0	Ammo		21 Lonoke, AR	7/15/2008	CF PRIMER STORAGE UNIT	4,196	-1,535	2,661	USD
3011004	0	Ammo		21 Lonoke, AR	7/15/2008	CF PRIMER STORAGE UNIT	4,196	-1,535	2,661	USD
3011020	0	Ammo		21 Lonoke, AR	8/15/2008	BALLISTIC PKG ENVIRON CONTROL EQ	7,333	-6,700	633	USD
3011022	0	Ammo		21 Lonoke, AR	8/15/2008	USED JKT DRAW PRESS	8,583	-7,842	741	USD
3011023	0	Ammo		21 Lonoke, AR	8/15/2008	ADD'L MOD/INS USED PRESS	17,369	-15,868	1,501	USD
3011893	0	Ammo		21 Lonoke, AR	11/15/2008	CF ROTARY MOUTH ANNEAL #97	13,251	-4,037	9,214	USD
3011994	1	Ammo		21 Lonoke, AR	4/15/2010	ADD'L PRIMER ANVIL PRESS 101537	17,868	-8,163	9,705	USD
3011994	2	Ammo		21 Lonoke, AR	4/15/2010	ADD'L MOTORIZED STOCK REEL 101537	3,078	-1,408	1,670	USD
3011994	3	Ammo		21 Lonoke, AR	4/15/2010	ADD'L MONORAIL HOIST 101537	3,991	-1,824	2,167	USD
3011998	0	Ammo		21 Lonoke, AR	2/15/2009	#835 HYDRAULIC LIFT MIX MACHINE	10,918	-6,650	4,268	USD
3012010	0	Ammo		21 Lonoke, AR	3/15/2009	BLDG 717 8X20 STORAGE CONTAINERS	4,622	-2,816	1,806	USD
3012027	0	Ammo		21 Lonoke, AR	4/15/2009	BULLET ASSY 17 CAL JHP FEEDS	6,514	-3,968	2,546	USD
3012042	0	Ammo		21 Lonoke, AR	5/15/2009	PRIMER WET MIX CONTROL SYS	61,180	-37,259	23,921	USD
3012042	1	Ammo		21 Lonoke, AR	11/4/2013	ADD'L PRECISION WORK STATION (2) 101856	2,665	-695	1,970	USD
3012042	2	Ammo		21 Lonoke, AR	11/4/2013	ADD'L PRECISION PRO PLUS DATA SERVER 101856	2,921	-762	2,159	USD
3012095	0	Ammo		21 Lonoke, AR	8/15/2009	SWECO SEPERATOR & JAR MILL 101466	8,360	-5,093	3,267	USD
3012095	1	Ammo		21 Lonoke, AR	8/15/2009	ADD'L ENIEZ 36C VOLUMATIC FEED 101466	5,056	-3,080	1,976	USD
3012114	0	Ammo		21 Lonoke, AR	10/15/2009	SS CAP PRESS LUBE SYSTEM 101556	2,812	-1,714	1,098	USD
3012129	0	Ammo		21 Lonoke, AR	12/15/2009	TAPER PRESS VACUUM SYSTEM 101561	3,845	-1,758	2,087	USD
3012185	0	Ammo		21 Lonoke, AR	1/15/2010	V&O CUPPING PRESS - USED 101609	16,586	-7,577	9,009	USD
3012185	1	Ammo		21 Lonoke, AR	12/15/2010	ADD'L CUPPING PRESS 101656	37,410	-13,671	23,739	USD
3012201	0	Ammo		21 Lonoke, AR	2/15/2010	NITRIC ACID TANK BLDG 711 101577	2,616	-2,392	224	USD
3012201	1	Ammo		21 Lonoke, AR	6/15/2012	ADD'L NITRIC ACID TRANSFER PUMP 101770	6,997	-1,422	5,575	USD
3012202	0	Ammo		21 Lonoke, AR	2/15/2010	HVAC UNIT BLDG 712 101579	48,915	-12,767	36,148	USD
3012202	1	Ammo		21 Lonoke, AR	3/15/2010	ADD'L HVAC UNIT BLDG 712 101579	2,724	-713	2,011	USD
3012220	0	Ammo		21 Lonoke, AR	4/15/2010	PRIMER CUPPING PRESS (USED) 101529	3,783	-1,729	2,054	USD
3012221	0	Ammo		21 Lonoke, AR	4/15/2010	CUPPING PRESS MODIFY & INSTALL 101529	15,799	-7,217	8,582	USD
3012222	0	Ammo		21 Lonoke, AR	4/15/2010	ADD'L MOTORIZED STOCK REEL 101529	6,356	-2,904	3,452	USD
3012223	0	Ammo		21 Lonoke, AR	4/15/2010	SERVOMATIC ELECTRONIC ROLL 101529	10,079	-1,536	8,543	USD
3012224	0	Ammo		21 Lonoke, AR	4/15/2010	223 LEAD CORE INSPEC SYS 101608	7,840	-3,582	4,258	USD
3012225	0	Ammo		21 Lonoke, AR	4/15/2010	EXPLOSIVE PROOF VACUUM 101610	10,722	-2,800	7,922	USD
3012465	2	Ammo		21 Lonoke, AR	8/15/2011	KNOCK-OUT #857-1 101448	10,649	-3,892	6,757	USD
3012465	3	Ammo		21 Lonoke, AR	10/1/2017	Knockout modification #857 101965	4,838	-802	4,036	USD
3012468	0	Ammo		21 Lonoke, AR	5/15/2010	UPGRADE 857 CHARGING TABLE 101448	3,473	-1,588	1,885	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3012471	0	Ammo	21	Lonoke, AR	5/15/2010	C35 BLISS DRAW PRESS (SPARE) 101639	3,242	-1,482	1,760	USD
3012472	0	Ammo	21	Lonoke, AR	5/15/2010	C35 BLISS DRAW PRESS (SPARE) 101639	3,850	-1,760	2,090	USD
3012474	0	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 575 CHARGING TABLE 101448	2,827	-1,293	1,534	USD
3012475	0	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 580 CHARGING TABLE 101448	5,338	-2,439	2,899	USD
3012476	0	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 585 CHARGING TABLE 101448	6,670	-3,048	3,622	USD
3012477	0	Ammo	21	Lonoke, AR	5/15/2010	ADD'L 590 CHARGING TABLE 101448	3,713	-1,697	2,016	USD
3012514	0	Ammo	21	Lonoke, AR	7/15/2010	CF LABEL APPLICATORS 101653	24,425	-6,376	18,049	USD
3012515	0	Ammo	21	Lonoke, AR	7/15/2010	CF FLOOR DRAIN 101664	7,299	-1,906	5,393	USD
3012546	0	Ammo	21	Lonoke, AR	9/15/2010	OFFLINE CASE LABELING SYS 101600	42,646	-11,132	31,514	USD
3012548	0	Ammo	21	Lonoke, AR	9/15/2010	HEADTURN #123 - FEED SYS 101655	3,339	-1,526	1,813	USD
3012549	0	Ammo	21	Lonoke, AR	9/15/2010	DRAW PRESS #199 - FEED SYS 101655	3,513	-1,607	1,906	USD
3012549	1	Ammo	21	Lonoke, AR	2/15/2012	REBUILD DRAW PRESS #199 101678	9,773	-2,977	6,796	USD
3012549	2	Ammo	21	Lonoke, AR	6/1/2017	Overhaul 199 Shell Draw Press 101966	90,230	-14,943	75,287	USD
3012549	3	Ammo	21	Lonoke, AR	10/31/2017	Add'l Overhaul 199 Shell Draw Press 101949	49,971	-8,276	41,695	USD
3012555	0	Ammo	21	Lonoke, AR	10/15/2010	CF HEADTURN MACHINE - SPARE 101650	19,312	-5,041	14,271	USD
3012556	0	Ammo	21	Lonoke, AR	10/15/2010	CF TABLE ANNEALER #98 101659	22,521	-5,879	16,642	USD
3012597	0	Ammo	21	Lonoke, AR	11/15/2010	RFID SS POWDER STACKS 101602	29,588	-10,813	18,775	USD
3012598	0	Ammo	21	Lonoke, AR	11/15/2010	RFID CF POWDER STACKS 101602	43,085	-9,842	33,243	USD
3012599	0	Ammo	21	Lonoke, AR	11/15/2010	RFID POWDER POUR EQUIP 101602	6,575	-2,404	4,171	USD
3013004	0	Ammo	21	Lonoke, AR	3/15/2011	WIRE FEED INDEXING #342 101684	6,513	-916	5,597	USD
3013224	0	Ammo	21	Lonoke, AR	8/15/2011	#837 HYDRAULIC LIFT MIX MCH 101576	22,018	-8,047	13,971	USD
3013225	0	Ammo	21	Lonoke, AR	8/15/2011	KNOCK-OUT #571-1 101448	17,873	-6,532	11,341	USD
3013225	1	Ammo	21	Lonoke, AR	10/1/2017	Knockout modification #571 101965	4,838	-802	4,036	USD
3013226	0	Ammo	21	Lonoke, AR	8/15/2011	KNOCK-OUT #580-1 101448	9,739	-3,560	6,179	USD
3013226	1	Ammo	21	Lonoke, AR	1/15/2013	ADD'L KNOCK-OUT 580-1 101448	4,484	-1,168	3,316	USD
3013226	2	Ammo	21	Lonoke, AR	10/1/2017	Knockout modification #580 101965	4,838	-802	4,036	USD
3013227	0	Ammo	21	Lonoke, AR	8/15/2011	KNOCK-OUT #585-1 101448	13,399	-4,897	8,502	USD
3013227	1	Ammo	21	Lonoke, AR	10/1/2017	Knockout modification #585 101965	4,838	-802	4,036	USD
3013228	0	Ammo	21	Lonoke, AR	8/15/2011	KNOCK-OUT #590-1 101448	13,450	-4,916	8,534	USD
3013228	1	Ammo	21	Lonoke, AR	10/1/2017	Knockout modification #590 101965	4,838	-802	4,036	USD
3013249	0	Ammo	21	Lonoke, AR	9/15/2011	TRICKLE SHAKER INSP MCH 101730	4,291	-1,570	2,721	USD
3013288	0	Ammo	21	Lonoke, AR	12/15/2011	CF DRAW LUBE SYS 101707	30,478	-6,189	24,289	USD
3013289	0	Ammo	21	Lonoke, AR	12/15/2011	CF EZ-TEK CASE SEALER 101741	5,255	-1,068	4,187	USD
3013292	0	Ammo	21	Lonoke, AR	12/15/2011	OVERHAUL HEADER 101713	15,389	-7,030	8,359	USD
3013292	2	Ammo	21	Lonoke, AR	1/15/2014	ADD'L CONVEYOR #139A 101865	3,432	-1,044	2,388	USD
3013388	0	Ammo	21	Lonoke, AR	2/15/2012	REBUILD #239 JKT DRAW PRESS 101683	9,775	-2,978	6,797	USD
3013389	0	Ammo	21	Lonoke, AR	2/15/2012	RFID CF PLATE LOADER 101706	14,480	-2,940	11,540	USD
3013390	0	Ammo	21	Lonoke, AR	2/15/2012	P&R BULK PACK UNIT 101753	10,656	-2,164	8,492	USD
3013397	0	Ammo	21	Lonoke, AR	3/15/2012	POWER WIRING BLDG 711/712 101752	51,570	-6,731	44,839	USD
3013398	0	Ammo	21	Lonoke, AR	3/15/2012	PRIMED SHELL TRICKLE SHAKER 101759	3,677	-1,122	2,555	USD
3013399	0	Ammo	21	Lonoke, AR	3/15/2012	CF PLATING RECTIFIERS (2) 101763	39,479	-8,016	31,463	USD
3013436	0	Ammo	21	Lonoke, AR	6/15/2012	LEAD POT & HOOD 101762	17,047	-5,193	11,854	USD
3013437	0	Ammo	21	Lonoke, AR	6/15/2012	WASTEWATER PIPELINE BLDG 737 101773	16,904	-3,434	13,470	USD
3013438	0	Ammo	21	Lonoke, AR	7/15/2012	MICRO LUBE SYS (23 MCH) 101755	22,674	-6,906	15,768	USD
3013440	0	Ammo	21	Lonoke, AR	8/15/2012	ADD'L 4-OUT BLT JKT CONVERSION #240 101749	39,376	-11,991	27,385	USD
3013440	1	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #276 101869	3,480	-793	2,687	USD
3013441	0	Ammo	21	Lonoke, AR	8/15/2012	ADD'L 4 OUT BLT JKT CONVERSION #243 101749	39,376	-11,991	27,385	USD
3013443	0	Ammo	21	Lonoke, AR	8/15/2012	POWER WIRING BLDG 711, 712, 736 101794	24,885	-3,249	21,636	USD
3013462	0	Ammo	21	Lonoke, AR	9/15/2012	PROCESS CHILLER BLDG 711 101793	11,442	-3,486	7,956	USD
3013463	0	Ammo	21	Lonoke, AR	9/15/2012	PLATING SCALE 101796	5,118	-1,559	3,559	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3013464	0	Ammo	21	Lonoke, AR	9/15/2012	PALLET INDEXER MDL 7525-52 101798	5,022	-1,021	4,001	USD
3013466	0	Ammo	21	Lonoke, AR	10/15/2012	MINSTER P2H-160 CAP PRESS 101654	388,614	-118,330	270,284	USD
3013466	1	Ammo	21	Lonoke, AR	10/15/2012	MOHLER CONVEYOR/QC BIN 101654	68,686	-31,372	37,314	USD
3013466	2	Ammo	21	Lonoke, AR	10/15/2012	SCRAP CONVEYOR EDG 75 101654	4,362	-1,994	2,368	USD
3013466	3	Ammo	21	Lonoke, AR	10/15/2012	12HB DIE SET 101654	60,080	-54,882	5,198	USD
3013466	4	Ammo	21	Lonoke, AR	10/15/2012	20LB DIE SET 101654	21,176	-19,345	1,831	USD
3013466	5	Ammo	21	Lonoke, AR	9/6/2013	ADD'L 12HB DIE SET 101654	9,861	-8,982	879	USD
3013466	6	Ammo	21	Lonoke, AR	9/6/2013	ADD'L 20LB DIE SET 101654	77,648	-70,717	6,931	USD
3013467	0	Ammo	21	Lonoke, AR	10/15/2012	ROSLER WASH UNIT 101654	79,385	-24,173	55,212	USD
3013526	0	Ammo	21	Lonoke, AR	11/15/2012	FURNACE #727A 101764	689,766	-126,017	563,749	USD
3013526	1	Ammo	21	Lonoke, AR	3/15/2013	ADD'L FURNACE #727A 101764	2,844	-520	2,324	USD
3013526	2	Ammo	21	Lonoke, AR	8/15/2013	RPL 727A EXIT CONVEYOR 101823	9,702	-3,536	6,166	USD
3013527	0	Ammo	21	Lonoke, AR	11/15/2012	CONE SOAPER W/BUGGY LIFT 101764	173,114	-45,182	127,932	USD
3013528	0	Ammo	21	Lonoke, AR	11/15/2012	CF WIRE CUTTER #361 101782	42,975	-5,235	37,740	USD
3013528	1	Ammo	21	Lonoke, AR	5/14/2013	ADD'L CF WIRE CUTTER #361 101782	2,626	-321	2,305	USD
3013529	0	Ammo	21	Lonoke, AR	11/15/2012	CF WIRE CUTTER #362 101782	42,975	-5,235	37,740	USD
3013529	1	Ammo	21	Lonoke, AR	5/14/2013	ADD'L CF WIRE CUTTER #362 101782	2,626	-321	2,305	USD
3013530	0	Ammo	21	Lonoke, AR	11/15/2012	CF WIRE CUTTER #363 101782	42,975	-5,235	37,740	USD
3013530	1	Ammo	21	Lonoke, AR	5/14/2013	ADD'L CF WIRE CUTTER #363 101782	2,626	-321	2,305	USD
3013531	0	Ammo	21	Lonoke, AR	11/15/2012	CF WIRE CUTTER #364 101782	42,975	-5,235	37,740	USD
3013531	1	Ammo	21	Lonoke, AR	5/14/2013	ADD'L CF WIRE CUTTER #364 101782	2,626	-321	2,305	USD
3013532	0	Ammo	21	Lonoke, AR	11/15/2012	CF WIRE CUTTER #360 101782	42,975	-5,235	37,740	USD
3013532	1	Ammo	21	Lonoke, AR	5/14/2013	ADD'L CF WIRE CUTTER #360 101782	2,626	-321	2,305	USD
3013533	0	Ammo	21	Lonoke, AR	11/15/2012	DUPLEX SHELL HEADER #155 101784	148,864	-54,393	94,471	USD
3013534	0	Ammo	21	Lonoke, AR	11/15/2012	BLACKROCK HEADTURN #115A 101785	37,594	-9,813	27,781	USD
3013535	0	Ammo	21	Lonoke, AR	11/15/2012	BLACKROCK HEADTURN #116A 101785	37,594	-9,813	27,781	USD
3013536	0	Ammo	21	Lonoke, AR	11/15/2012	BLACKROCK HEADTURN #117A 101785	37,594	-9,813	27,781	USD
3013537	0	Ammo	21	Lonoke, AR	11/15/2012	BLACKROCK HEADTURN #118A 101785	37,594	-9,813	27,781	USD
3013538	0	Ammo	21	Lonoke, AR	11/15/2012	BLACKROCK HEADTURN #120A 101785	37,594	-9,813	27,781	USD
3013539	0	Ammo	21	Lonoke, AR	11/15/2012	C-35 SHELL DRAW #255 101779	51,587	-18,850	32,737	USD
3013539	1	Ammo	21	Lonoke, AR	11/15/2012	ADD'L TITAL INCLINE CONVEYOR #255 101779	3,076	-1,126	1,950	USD
3013540	0	Ammo	21	Lonoke, AR	11/15/2012	62D SHELL DRAW #267 101779	78,502	-28,685	49,817	USD
3013540	1	Ammo	21	Lonoke, AR	11/15/2012	ADD'L VIBRATORY FEEDER #267 101779	6,505	-1,699	4,806	USD
3013541	0	Ammo	21	Lonoke, AR	11/15/2012	62D SHELL DRAW #269 101779	78,502	-28,685	49,817	USD
3013541	1	Ammo	21	Lonoke, AR	11/15/2012	ADD'L VIBRATORY FEEDER #269 101779	6,505	-1,699	4,806	USD
3013706	0	Ammo	21	Lonoke, AR	12/15/2012	CF AAGARD AUTO PACKER 101697	1,174,941	-214,655	960,286	USD
3013707	0	Ammo	21	Lonoke, AR	12/15/2012	CF CARTRIDGE SEALER 101760	233,784	-42,712	191,072	USD
3013707	1	Ammo	21	Lonoke, AR	6/15/2013	ADD'L CF CARTRIDGE SEALER 101760	24,818	-4,522	20,296	USD
3013708	0	Ammo	21	Lonoke, AR	12/15/2012	CF CARTRIDGE SEALER 101760	233,784	-42,712	191,072	USD
3013708	1	Ammo	21	Lonoke, AR	6/15/2013	ADD'L CF CARTRIDGE SEALER 101760	24,818	-4,522	20,296	USD
3013709	0	Ammo	21	Lonoke, AR	12/15/2012	CF INSPECTION STATION 101800	9,589	-1,752	7,837	USD
3013710	0	Ammo	21	Lonoke, AR	12/15/2012	CF INSPECTION STATION 101800	9,589	-1,752	7,837	USD
3013711	0	Ammo	21	Lonoke, AR	12/15/2012	CF INSPECTION STATION 101800	9,589	-1,752	7,837	USD
3013712	0	Ammo	21	Lonoke, AR	12/15/2012	CF INSPECTION STATION 101800	9,589	-1,752	7,837	USD
3013713	0	Ammo	21	Lonoke, AR	12/15/2012	CF INSPECTION STATION 101800	9,604	-1,756	7,848	USD
3013714	0	Ammo	21	Lonoke, AR	12/15/2012	CF INSPECTION STATION 101800	9,574	-1,750	7,824	USD
3013715	0	Ammo	21	Lonoke, AR	12/15/2012	CF INSPECTION STATION 101800	9,589	-1,752	7,837	USD
3013716	0	Ammo	21	Lonoke, AR	12/15/2012	CF EXTRUDE WIRE WINDER 101781	12,255	-2,241	10,014	USD
3013717	0	Ammo	21	Lonoke, AR	12/15/2012	CF EXTRUDE WIRE WINDER 101781	12,255	-2,241	10,014	USD
3013718	0	Ammo	21	Lonoke, AR	12/15/2012	CF EXTRUDE WIRE WINDER 101781	12,255	-2,241	10,014	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3013719	0	Ammo	21	Lonoke, AR	12/15/2012	61P V&O PRIMING PRESS 9MM 101787	149,720	-39,076	110,644	USD
3013719	1	Ammo	21	Lonoke, AR	12/15/2012	ADD'L 9MM FEED BOWL 101787	13,947	-3,641	10,306	USD
3013720	0	Ammo	21	Lonoke, AR	12/15/2012	62P V&O PRIMING PRESS 40S&W 101787	147,235	-38,428	108,807	USD
3013720	1	Ammo	21	Lonoke, AR	12/15/2012	ADD'L 40 S&W FEED BOWL 101787	11,496	-3,002	8,494	USD
3013721	0	Ammo	21	Lonoke, AR	12/15/2012	65P V&O PRIMING PRESS 45AUTO 101787	121,122	-31,613	89,509	USD
3013721	1	Ammo	21	Lonoke, AR	12/15/2012	ADD'L 45 AUTO FEED BOWL 101787	11,496	-3,002	8,494	USD
3013722	0	Ammo	21	Lonoke, AR	12/15/2012	50 SHELL BUGGIES 101789	21,158	-5,524	15,634	USD
3013723	0	Ammo	21	Lonoke, AR	12/15/2012	30 BULLET BUGGIES 101789	23,975	-6,259	17,716	USD
3013723	1	Ammo	21	Lonoke, AR	3/15/2013	ADD'L BULLET BUGGIES 101789	10,714	-2,790	7,924	USD
3013724	0	Ammo	21	Lonoke, AR	12/15/2012	SCISSOR LIFT 40X50 101789	7,565	-1,976	5,589	USD
3013725	0	Ammo	21	Lonoke, AR	12/15/2012	SCISSOR LIFT 40X50 101789	7,565	-1,976	5,589	USD
3013726	0	Ammo	21	Lonoke, AR	12/15/2012	SCISSOR LIFT 44X70 101789	10,879	-2,841	8,038	USD
3013728	0	Ammo	21	Lonoke, AR	12/15/2012	4 OUT DIE SET 101783	16,605	-15,169	1,436	USD
3013728	1	Ammo	21	Lonoke, AR	12/15/2012	#251 30 CAL FEED BOWLS & BASE 101783	11,011	-2,875	8,136	USD
3013728	2	Ammo	21	Lonoke, AR	12/15/2012	#251 30 CAL FEED BOWLS & BASE 101783	11,011	-2,875	8,136	USD
3013729	0	Ammo	21	Lonoke, AR	12/15/2012	4 OUT DIE SET 101783	16,605	-15,169	1,436	USD
3013729	1	Ammo	21	Lonoke, AR	12/15/2012	#240 9MM FEED BOWL & BASE 101783	11,408	-2,979	8,429	USD
3013729	2	Ammo	21	Lonoke, AR	12/15/2012	#240 9MM FEED BOWL & BASE 101783	11,408	-2,979	8,429	USD
3013730	0	Ammo	21	Lonoke, AR	12/15/2012	4 OUT DIE SET 101783	16,605	-15,169	1,436	USD
3013730	1	Ammo	21	Lonoke, AR	12/15/2012	#242 40/45 FEED BOWL & BASE 101783	11,408	-2,979	8,429	USD
3013730	2	Ammo	21	Lonoke, AR	12/15/2012	#242 40/45 FEED BOWL & BASE 101783	11,408	-2,979	8,429	USD
3013730	3	Ammo	21	Lonoke, AR	7/15/2013	REB JKT DRAW PRESS #242 101783	4,826	-1,257	3,569	USD
3013731	0	Ammo	21	Lonoke, AR	12/15/2012	REBUILD #251 C-35 101783	25,285	-6,601	18,684	USD
3013731	1	Ammo	21	Lonoke, AR	10/31/2017	Overhaul #251 101967/101949	29,832	-4,941	24,891	USD
3013731	2	Ammo	21	Lonoke, AR	10/31/2017	Add'l Overhaul #251 101949	50,251	-8,323	41,928	USD
3013731	3	Ammo	21	Lonoke, AR	3/20/2018	Overhaul #251 Add'l 101967/101949	2,738	-418	2,320	USD
3013732	0	Ammo	21	Lonoke, AR	12/15/2012	#239 223 B165-71 4 OUT DIE SET 101783	15,005	-13,708	1,297	USD
3013733	0	Ammo	21	Lonoke, AR	12/15/2012	#239 223 FEED BOWL & BASE 101783	10,754	-2,808	7,946	USD
3013734	0	Ammo	21	Lonoke, AR	12/15/2012	#239 223 FEED BOWL & BASE 101783	10,754	-2,808	7,946	USD
3013735	0	Ammo	21	Lonoke, AR	12/15/2012	3" RELIFT PUMP JKT DRW LINE 101783	7,670	-1,402	6,268	USD
3014035	0	Ammo	21	Lonoke, AR	3/15/2013	RF FED CONES/RING ASSY 101765	9,086	-2,365	6,721	USD
3014037	0	Ammo	21	Lonoke, AR	3/15/2013	RF FEED CONE/RING ASSY 101765	9,086	-2,365	6,721	USD
3014038	0	Ammo	21	Lonoke, AR	3/15/2013	SUMITOMO GEAR BOX 101772	7,657	-1,994	5,663	USD
3014039	0	Ammo	21	Lonoke, AR	3/15/2013	ROTO FNSH DUST COLECTR 352 101806	5,173	-944	4,229	USD
3014040	0	Ammo	21	Lonoke, AR	3/15/2013	ROTO FNSH DUST COLECTR 352A 101806	5,173	-944	4,229	USD
3014050	0	Ammo	21	Lonoke, AR	4/15/2013	LEAD EXT HYDRAULIC PUMP SYS 101824	41,958	-7,644	34,314	USD
3014095	0	Ammo	21	Lonoke, AR	7/15/2013	SMC COLTON 270-25 FRANGIBLE ROTARY PRESS 236C	173,504	-45,149	128,355	USD
3014095	1	Ammo	21	Lonoke, AR	7/15/2013	D-500 POWDER HOPPER #236C 101803	11,061	-2,017	9,044	USD
3014095	2	Ammo	21	Lonoke, AR	7/15/2013	ARCO WAND VACUUM SYS #236C 101803	5,219	-951	4,268	USD
3014095	3	Ammo	21	Lonoke, AR	7/15/2013	ADD'L ELECTRICAL UPGRADE #236C 101803	8,785	-1,068	7,717	USD
3014100	0	Ammo	21	Lonoke, AR	7/15/2013	RF DURANT 2525-52 PALLET DECOILER 101813	17,248	-3,143	14,105	USD
3014101	0	Ammo	21	Lonoke, AR	7/15/2013	BONDED BULLET SHAKER MACHINE #370 101703	49,222	-12,809	36,413	USD
3014101	1	Ammo	21	Lonoke, AR	7/15/2013	BONDED BULLET BUGGY LIFT #370 101703	5,615	-1,463	4,152	USD
3014101	2	Ammo	21	Lonoke, AR	7/15/2013	BONDED BULLET X-Y AXIS DISPENSING UNIT #370 101703	58,276	-15,166	43,110	USD
3014101	3	Ammo	21	Lonoke, AR	7/15/2013	BONDED BULLET WIRE CUTTER #370 101703	28,444	-3,456	24,988	USD
3014101	4	Ammo	21	Lonoke, AR	7/15/2013	BONDED BULLET HEAT/COOL SYS #370 101703	42,105	-10,957	31,148	USD
3014102	0	Ammo	21	Lonoke, AR	7/15/2013	SHELL INSP SHAKER TABLE 101787	8,336	-2,170	6,166	USD
3014118	0	Ammo	21	Lonoke, AR	8/15/2013	SSR ROTARY SCREW AIR COMPRESSOR 101746	109,555	-19,956	89,599	USD
3014118	1	Ammo	21	Lonoke, AR	8/15/2013	INSTALL AIR CONVEYOR 101815	13,477	-4,911	8,566	USD
3014119	0	Ammo	21	Lonoke, AR	8/15/2013	POWER HOUSE DRYER 101746	93,926	-24,443	69,483	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3014119	1	Ammo	21	Lonoke, AR	8/15/2013	INSTALL P/H DRYER 101815	15,057	-3,920	11,137	USD
3014253	0	Ammo	21	Lonoke, AR	11/22/2013	SUNITOMO GEARBOX PX9015 MTO 101772	7,753	-1,767	5,986	USD
3014254	0	Ammo	21	Lonoke, AR	11/22/2013	SUNITOMO GEARBOX PX9015 MTO 101772	7,753	-1,767	5,986	USD
3014255	0	Ammo	21	Lonoke, AR	11/11/2013	CF COPPER CYANIDE PLATING TANK 101859	8,959	-3,265	5,694	USD
3014448	0	Ammo	21	Lonoke, AR	12/31/2013	WF6600 BLT ASSY PRESS #232A 101771	225,230	-51,282	173,948	USD
3014448	2	Ammo	21	Lonoke, AR	10/31/2017	Blt Assy Press 232A Conversion 101997/101949	128,049	-21,205	106,844	USD
3014448	3	Ammo	21	Lonoke, AR	10/31/2017	Add'l Blt Assy Press 232A Conversion 101949	49,971	-8,276	41,695	USD
3014448	4	Ammo	21	Lonoke, AR	3/20/2018	Blt Assy Press 232A Conv. Add'l 101997/101949	5,040	-766	4,274	USD
3014449	0	Ammo	21	Lonoke, AR	12/31/2013	WF6600 BLT ASSY PRESS #233A 101771	225,230	-51,282	173,948	USD
3014451	0	Ammo	21	Lonoke, AR	12/31/2013	BONDED CORE CHECK WEIGHT SYS 101854	33,688	-7,671	26,017	USD
3014452	0	Ammo	21	Lonoke, AR	12/31/2013	BONDED CORE CHECK WEIGHT SYS 101854	33,688	-7,671	26,017	USD
3014453	0	Ammo	21	Lonoke, AR	12/31/2013	NICKEL HOLDING TANK & STAND 101857	20,023	-6,081	13,942	USD
3014453	1	Ammo	21	Lonoke, AR	2/4/2014	ADD'L TANK INSTALLATION 101857	7,528	-2,287	5,241	USD
3014507	0	Ammo	21	Lonoke, AR	3/3/2014	BLUE M INERT OVEN IGF 7780 101872	16,605	-2,751	13,854	USD
3014541	0	Ammo	21	Lonoke, AR	3/31/2014	CF LEAD AREA DUST COLLECTOR 101858	308,397	-51,068	257,329	USD
3014541	1	Ammo	21	Lonoke, AR	12/11/2014	ADD'L CF DUST COLLECTOR 101858	22,508	-3,418	19,090	USD
3014546	0	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #137 101865	3,418	-1,039	2,379	USD
3014547	0	Ammo	21	Lonoke, AR	1/13/2014	ADD'L CONVEYOR #153 101865	3,429	-1,043	2,386	USD
3014548	0	Ammo	21	Lonoke, AR	1/6/2014	SPARE HEADER CONVEYOR 101865	5,023	-1,527	3,496	USD
3014549	0	Ammo	21	Lonoke, AR	1/6/2014	SPARE HEADER CONVEYOR 101865	5,023	-1,527	3,496	USD
3014550	0	Ammo	21	Lonoke, AR	1/6/2014	SPARE HEADER CONVEYOR 101865	5,022	-1,527	3,495	USD
3014551	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #278 101869	3,480	-793	2,687	USD
3014552	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #279 101869	3,480	-793	2,687	USD
3014553	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #280 101869	2,018	-461	1,557	USD
3014554	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #281 101869	3,480	-793	2,687	USD
3014555	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #282 101869	3,480	-793	2,687	USD
3014556	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #283 101869	3,480	-793	2,687	USD
3014557	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #284 101869	3,480	-793	2,687	USD
3014558	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #340 101869	3,480	-793	2,687	USD
3014559	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #354 101869	3,480	-793	2,687	USD
3014560	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #287 101869	3,480	-793	2,687	USD
3014561	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #291 101869	3,480	-793	2,687	USD
3014562	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #293 101869	3,480	-793	2,687	USD
3014563	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #294 101869	3,480	-793	2,687	USD
3014564	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #295 101869	3,480	-793	2,687	USD
3014565	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #296 101869	3,480	-793	2,687	USD
3014566	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #297 101869	3,480	-793	2,687	USD
3014567	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #339 101869	3,480	-793	2,687	USD
3014568	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #300 101869	3,480	-793	2,687	USD
3014569	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #304 101869	3,480	-793	2,687	USD
3014570	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #310 101869	3,480	-793	2,687	USD
3014571	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #311 101869	3,480	-793	2,687	USD
3014572	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #312 101869	3,480	-793	2,687	USD
3014573	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #315 101869	3,480	-793	2,687	USD
3014574	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #316 101869	3,480	-793	2,687	USD
3014575	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #322 101869	3,480	-793	2,687	USD
3014576	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #325 101869	3,480	-793	2,687	USD
3014577	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #326 101869	3,480	-793	2,687	USD
3014578	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #329 101869	3,480	-793	2,687	USD
3014579	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #330 101869	3,480	-793	2,687	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3014580	0	Ammo	21	Lonoke, AR	7/21/2014	BULLET FEED BOWL 101847	7,988	-1,820	6,168	USD
3014581	0	Ammo	21	Lonoke, AR	7/21/2014	VIBRATORY FEED SYS PRIMING #1 101847	11,448	-2,609	8,839	USD
3014582	0	Ammo	21	Lonoke, AR	7/21/2014	VIBRATORY FEED SYS PRIMING #2 101847	11,448	-2,609	8,839	USD
3014583	0	Ammo	21	Lonoke, AR	7/21/2014	SHELL FEED BOWL 101847	8,607	-1,961	6,646	USD
3014584	0	Ammo	21	Lonoke, AR	7/21/2014	AES LOADER 101829	751,368	-124,419	626,949	USD
3014585	0	Ammo	21	Lonoke, AR	7/21/2014	VIBRATORY SHELL FEED 101829	7,287	-1,660	5,627	USD
3014586	0	Ammo	21	Lonoke, AR	7/21/2014	BULLET FEED SYSTEM 101829	7,287	-1,660	5,627	USD
3014587	0	Ammo	21	Lonoke, AR	7/21/2014	LASER DETECT SYSTEM 101829	7,896	-1,800	6,096	USD
3014588	0	Ammo	21	Lonoke, AR	7/21/2014	FIRE DETECT UV SENSOR SYSTEM 101829	3,294	-751	2,543	USD
3014589	0	Ammo	21	Lonoke, AR	7/21/2014	AAGARD PACKER S/N 224 CP2 101830	672,281	-111,323	560,958	USD
3014590	0	Ammo	21	Lonoke, AR	7/21/2014	ACCUMALATOR CONVEYOR 101830	37,253	-11,310	25,943	USD
3014591	0	Ammo	21	Lonoke, AR	7/21/2014	VIDEO JET PRINTER 101830	19,560	-4,455	15,105	USD
3014592	0	Ammo	21	Lonoke, AR	7/21/2014	GLUE POT AAGARD PACKER 101830	6,533	-1,082	5,451	USD
3014593	0	Ammo	21	Lonoke, AR	7/21/2014	VIBRON SHELL WASH 101833	56,833	-12,942	43,891	USD
3014593	1	Ammo	21	Lonoke, AR	7/21/2014	Vibron Shell Wash 101833	9,469	-2,158	7,311	USD
3014594	0	Ammo	21	Lonoke, AR	7/21/2014	VIBRON CORE WASH 101833	42,356	-9,645	32,711	USD
3014594	1	Ammo	21	Lonoke, AR	7/21/2014	VIBRON CORE WASH 101833	7,914	-1,803	6,111	USD
3014595	0	Ammo	21	Lonoke, AR	7/21/2014	VIBRON FINISH BULLET WASH 101833	63,247	-14,401	48,846	USD
3014595	1	Ammo	21	Lonoke, AR	7/21/2014	VIBRON FINISH BULLET WASH 101833	6,655	-1,516	5,139	USD
3014596	0	Ammo	21	Lonoke, AR	7/21/2014	NATIONAL HEADER DRAW 101826	1,606,501	-487,699	1,118,802	USD
3014596	2	Ammo	21	Lonoke, AR	3/31/2019	Die sleeves-National punch Cell 1 - 102043	5,828	-1,794	4,034	USD
3014596	3	Ammo	21	Lonoke, AR	3/31/2019	Die sleeves-National punch Cell 1 - 102043	5,828	-1,794	4,034	USD
3014596	4	Ammo	21	Lonoke, AR	3/31/2019	Die sleeves-National punch Cell 1 - 102043	5,828	-1,794	4,034	USD
3014596	5	Ammo	21	Lonoke, AR	3/31/2019	Die sleeves-National punch Cell 1 - 102043	5,828	-1,794	4,034	USD
3014597	0	Ammo	21	Lonoke, AR	7/21/2014	NAT'L HEADER DTI WIRE FEED 101826	11,988	-3,641	8,347	USD
3014598	0	Ammo	21	Lonoke, AR	7/21/2014	NAT'L HEADER TOOLING 101826	69,869	-21,211	48,658	USD
3014600	0	Ammo	21	Lonoke, AR	7/21/2014	NAT'L WIRE UNCOILER 101826	4,493	-512	3,981	USD
3014601	0	Ammo	21	Lonoke, AR	7/21/2014	SCRAP RING CONVEYOR 101826	8,225	-2,498	5,727	USD
3014603	0	Ammo	21	Lonoke, AR	7/21/2014	SHELL CONVEYOR - ELEVATOR 101826	16,646	-5,055	11,591	USD
3014604	0	Ammo	21	Lonoke, AR	7/21/2014	PRIMING MACHINE #1 101844	150,939	-34,368	116,571	USD
3014605	0	Ammo	21	Lonoke, AR	7/21/2014	PRIMING MACHINE #2 101844	150,939	-34,368	116,571	USD
3014606	0	Ammo	21	Lonoke, AR	7/21/2014	VISANI TRAY FILL 101845	84,749	-19,297	65,452	USD
3014607	0	Ammo	21	Lonoke, AR	7/21/2014	HOPPMAN TRAY FEEDER SYS 101845	10,016	-1,660	8,356	USD
3014607	1	Ammo	21	Lonoke, AR	7/21/2014	HOPPMAN TRAY FEEDER SYSTEM 101845	6,809	-1,130	5,679	USD
3014608	0	Ammo	21	Lonoke, AR	7/21/2014	OCS CHECK WEIGH 101846	46,756	-10,647	36,109	USD
3014611	0	Ammo	21	Lonoke, AR	7/21/2014	ORION STRETCHER WRAPPER 101848	14,099	-3,211	10,888	USD
3014614	0	Ammo	21	Lonoke, AR	7/21/2014	OPTICAL COMPARITOR 101890	4,543	-1,035	3,508	USD
3014615	0	Ammo	21	Lonoke, AR	7/21/2014	L2 AIR HANDLER/HVAC SYS #1000 101862	423,272	-110,140	313,132	USD
3014616	0	Ammo	21	Lonoke, AR	7/21/2014	L2 WATER BOILER #1000 101862	46,559	-10,601	35,958	USD
3014617	0	Ammo	21	Lonoke, AR	7/21/2014	L2 AIR COMPRESSOR #1000 101862	92,984	-15,399	77,585	USD
3014618	0	Ammo	21	Lonoke, AR	7/21/2014	CLEAN SHELL CONVEYOR 101862	12,355	-3,753	8,602	USD
3014619	0	Ammo	21	Lonoke, AR	7/21/2014	PRIMER SHELL CONVEYOR 101862	12,355	-3,753	8,602	USD
3014620	0	Ammo	21	Lonoke, AR	7/21/2014	TRANSFER CONVEYOR 101862	12,355	-3,753	8,602	USD
3014621	0	Ammo	21	Lonoke, AR	7/21/2014	LIFT CONVEYOR FROM PRIME TO LOAD 101862	12,355	-3,753	8,602	USD
3014622	0	Ammo	21	Lonoke, AR	7/21/2014	TRANSFER CONVEYOR 101862	12,355	-3,753	8,602	USD
3014623	0	Ammo	21	Lonoke, AR	7/21/2014	TRANSFER CONVEYOR 101862	12,355	-3,753	8,602	USD
3014624	0	Ammo	21	Lonoke, AR	7/21/2014	TRANSFER CONVEYOR 101862	12,355	-3,753	8,602	USD
3014625	0	Ammo	21	Lonoke, AR	7/21/2014	TRANSFER CONVEYOR 101862	12,355	-3,753	8,602	USD
3014637	0	Ammo	21	Lonoke, AR	8/15/2014	HYDRON EXTRUDER #1350 101827	142,793	-23,646	119,147	USD
3014637	1	Ammo	21	Lonoke, AR	8/15/2014	LEAD CONTINUOUS CASTING UNIT #1349 101827	135,336	-30,815	104,521	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3014637	2	Ammo		21 Lonoke, AR	8/15/2014	LEAD PIG FEEDING SYS #1349 101827	69,129	-15,742	53,387	USD
3014637	3	Ammo		21 Lonoke, AR	8/15/2014	LEAD CONVEYOR #1350 101827	6,645	-2,019	4,626	USD
3014637	4	Ammo		21 Lonoke, AR	8/15/2014	WIRE WINDER SYS W/GUARDING 101827	32,580	-3,711	28,869	USD
3014637	5	Ammo		21 Lonoke, AR	8/15/2014	RESIZE MACHINE #1353 101827	90,402	-20,585	69,817	USD
3014637	6	Ammo		21 Lonoke, AR	8/15/2014	ROLLING MILL & CONVEYOR SYS #1352 101827	55,818	-16,946	38,872	USD
3014637	7	Ammo		21 Lonoke, AR	8/15/2014	LEAD KETTLE MELTING POT W/HOOD #1 101827	25,125	-5,722	19,403	USD
3014637	8	Ammo		21 Lonoke, AR	8/15/2014	LEAD KETTLE MELTING POT W/HOOD #2 101827	25,125	-5,722	19,403	USD
3014637	9	Ammo		21 Lonoke, AR	8/15/2014	Extruder-Hydron-#1350-101827	19,733	-3,268	16,465	USD
3014637	10	Ammo		21 Lonoke, AR	8/15/2014	Lead Continuous Casting Unit #1349	8,075	-1,840	6,235	USD
3014637	13	Ammo		21 Lonoke, AR	8/15/2014	Resize Machine #1353 101827	5,168	-1,177	3,991	USD
3014637	14	Ammo		21 Lonoke, AR	8/15/2014	Rolling Mill & Conveyor #1352	3,191	-970	2,221	USD
3014637	15	Ammo		21 Lonoke, AR	8/15/2014	Lead Kettle Melting Pot W/Hood	11,497	-2,620	8,877	USD
3014637	16	Ammo		21 Lonoke, AR	8/15/2014	Lead Kettle Melting Pot w/Hood #2	11,497	-2,620	8,877	USD
3014637	17	Ammo		21 Lonoke, AR	8/15/2014	Extend Hoist 101827	7,791	-1,775	6,016	USD
3014742	0	Ammo		21 Lonoke, AR	9/21/2014	SCRAP RING CONVEYOR 101826	8,411	-2,554	5,857	USD
3014744	0	Ammo		21 Lonoke, AR	9/21/2014	SHELL CONVEYOR ELEVATOR 101826	17,023	-5,169	11,854	USD
3014745	0	Ammo		21 Lonoke, AR	9/21/2014	NATIONAL HEADER DRAW 101826	1,646,406	-499,812	1,146,594	USD
3014745	2	Ammo		21 Lonoke, AR	3/31/2019	Die sleeves-National punch Cell 3 - 102043	5,828	-1,794	4,034	USD
3014745	3	Ammo		21 Lonoke, AR	3/31/2019	Die sleeves-National punch Cell 3 - 102043	5,828	-1,794	4,034	USD
3014746	0	Ammo		21 Lonoke, AR	9/21/2014	NAT'L HEADER DTI WIRE FEED 101826	12,286	-3,731	8,555	USD
3014747	0	Ammo		21 Lonoke, AR	9/21/2014	NAT'L HEADER TOOLING 101826	71,605	-21,740	49,865	USD
3014748	0	Ammo		21 Lonoke, AR	9/21/2014	NAT'L WIRE UNCOILER 101826	4,537	-518	4,019	USD
3014749	0	Ammo		21 Lonoke, AR	9/21/2014	AES LOADER 101829	762,590	-126,277	636,313	USD
3014750	0	Ammo		21 Lonoke, AR	9/21/2014	VIBRATORY SHELL FEED 101829	7,429	-1,693	5,736	USD
3014751	0	Ammo		21 Lonoke, AR	9/21/2014	BULLET FEED SYSTEM 101829	7,429	-1,693	5,736	USD
3014753	0	Ammo		21 Lonoke, AR	9/21/2014	LASER DETECT SYS 101829	8,032	-1,831	6,201	USD
3014754	0	Ammo		21 Lonoke, AR	9/21/2014	FIRE DETECT UV SENSOR SYSTEM 101829	3,358	-765	2,593	USD
3014755	0	Ammo		21 Lonoke, AR	9/21/2014	AAGARD PACKER 101830	679,062	-112,446	566,616	USD
3014756	0	Ammo		21 Lonoke, AR	9/21/2014	ACCUMULATOR CONVEYOR 101830	38,096	-11,567	26,529	USD
3014757	0	Ammo		21 Lonoke, AR	9/21/2014	VIDEO JET PRINTER 101830	19,942	-4,542	15,400	USD
3014758	0	Ammo		21 Lonoke, AR	9/21/2014	GLUE POT 101830	5,910	-1,347	4,563	USD
3014759	0	Ammo		21 Lonoke, AR	9/21/2014	VIBRON SHELL WASH 101833	57,927	-13,190	44,737	USD
3014759	1	Ammo		21 Lonoke, AR	9/21/2014	VIBRON SHELL WASH 101833	9,668	-2,203	7,465	USD
3014760	0	Ammo		21 Lonoke, AR	9/21/2014	VIBRON CORE WASH 101833	43,182	-9,833	33,349	USD
3014760	1	Ammo		21 Lonoke, AR	9/21/2014	VIBRON CORE WASH 101833	8,068	-1,839	6,229	USD
3014761	0	Ammo		21 Lonoke, AR	9/21/2014	VIBRON FINISH BULLET WASH 101833	64,481	-14,683	49,798	USD
3014761	1	Ammo		21 Lonoke, AR	9/21/2014	VIBRON FINISH BULLET WASH 101833	6,785	-1,547	5,238	USD
3014762	0	Ammo		21 Lonoke, AR	9/21/2014	PRIMING MCH #1 101844	153,883	-35,038	118,845	USD
3014763	0	Ammo		21 Lonoke, AR	9/21/2014	PRIMING MCH #2 101844	153,883	-35,038	118,845	USD
3014764	0	Ammo		21 Lonoke, AR	9/21/2014	VASINI TRAY FILL 101845	86,402	-19,674	66,728	USD
3014765	0	Ammo		21 Lonoke, AR	9/21/2014	HOPPMAN TRAY FEEDER SYS 101845	10,165	-1,686	8,479	USD
3014765	1	Ammo		21 Lonoke, AR	9/21/2014	HOPPMAN TRAY FEEDER SYSTEM 101845	6,911	-1,146	5,765	USD
3014766	0	Ammo		21 Lonoke, AR	9/21/2014	OCS CHECK WEIGH 101846	47,668	-10,855	36,813	USD
3014767	0	Ammo		21 Lonoke, AR	9/21/2014	BULLET FEED BOWL 101847	8,144	-1,855	6,289	USD
3014768	0	Ammo		21 Lonoke, AR	9/21/2014	VIBRATORY FEED SYS PRIMING #1 101847	11,672	-2,659	9,013	USD
3014769	0	Ammo		21 Lonoke, AR	9/21/2014	VIBRATORY FEED SYS PRIMING #2 101847	11,672	-2,659	9,013	USD
3014771	0	Ammo		21 Lonoke, AR	9/21/2014	CLEAN SHELL CONVEYOR 101862	12,635	-3,836	8,799	USD
3014772	0	Ammo		21 Lonoke, AR	9/21/2014	PRIMER SHELL CONVEYOR 101862	12,635	-3,836	8,799	USD
3014773	0	Ammo		21 Lonoke, AR	9/21/2014	TRANSFER CONVEYOR 101862	12,635	-3,836	8,799	USD
3014774	0	Ammo		21 Lonoke, AR	9/21/2014	LIFT CONVEYOR PRIME TO LOAD 101862	12,635	-3,836	8,799	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3014775	0	Ammo	21	Lonoke, AR	9/21/2014	TRANSFER CONVEYOR 101862	12,635	-3,836	8,799	USD
3014776	0	Ammo	21	Lonoke, AR	9/21/2014	TRANSFER CONVEYOR 101862	12,635	-3,836	8,799	USD
3014777	0	Ammo	21	Lonoke, AR	9/21/2014	TRANSFER CONVEYOR 101862	12,635	-3,836	8,799	USD
3014778	0	Ammo	21	Lonoke, AR	9/21/2014	TRANSFER CONVEYOR 101862	12,635	-3,836	8,799	USD
3014781	0	Ammo	21	Lonoke, AR	9/2/2014	VISION IMAGE MEASUREMENT SYS 101886	35,751	-8,141	27,610	USD
3014782	0	Ammo	21	Lonoke, AR	9/2/2014	VISION IMAGE MEASUREMENT SYS 101886	35,751	-8,141	27,610	USD
3014783	0	Ammo	21	Lonoke, AR	9/2/2014	VISION IMAGE MEASUREMENT SYS 101886	35,751	-8,141	27,610	USD
3015069	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY 323 101869	3,920	-893	3,027	USD
3015070	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY 328 101869	3,920	-893	3,027	USD
3015071	0	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY 338 101869	3,920	-893	3,027	USD
3015204	0	Ammo	21	Lonoke, AR	7/21/2014	L2 BUILDING #1000 101862	13,865	-3,158	10,707	USD
3015206	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Equipment 101862 Bldg	13,270	-3,023	10,247	USD
3015208	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Equipment - Electrical Parts For Control System	154,565	-17,598	136,967	USD
3015217	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Water Softener Equipment And Install	46,217	-10,524	35,693	USD
3015291	0	Ammo	21	Lonoke, AR	1/15/2015	HVAC - RF PRIMING 101899	53,065	-12,084	40,981	USD
3015293	0	Ammo	21	Lonoke, AR	1/15/2015	VIBRATORY SHELL FEED 101829	7,642	-1,548	6,094	USD
3015294	0	Ammo	21	Lonoke, AR	1/15/2015	BULLET FEED SYSTEM 101829	7,642	-1,548	6,094	USD
3015295	0	Ammo	21	Lonoke, AR	1/15/2015	LASER DETECT SYSTEM 101829	8,278	-1,677	6,601	USD
3015296	0	Ammo	21	Lonoke, AR	1/15/2015	FIRE DETECT UV SYSTEM 101829	3,454	-700	2,754	USD
3015297	0	Ammo	21	Lonoke, AR	1/15/2015	AES LOADER 101829	760,399	-115,422	644,977	USD
3015338	0	Ammo	21	Lonoke, AR	12/19/2014	National Header Draw 101826	1,702,945	-443,123	1,259,822	USD
3015338	1	Ammo	21	Lonoke, AR	3/31/2019	Die sleeves-National punch Cell 2 - 102043	5,828	-1,794	4,034	USD
3015338	2	Ammo	21	Lonoke, AR	3/31/2019	Die sleeves-National punch Cell 2 - 102043	5,828	-1,794	4,034	USD
3015339	0	Ammo	21	Lonoke, AR	12/19/2014	National Header Tooling 101826	74,023	-19,263	54,760	USD
3015340	0	Ammo	21	Lonoke, AR	12/19/2014	National Wire Uncoiler 101826	4,607	-495	4,112	USD
3015341	0	Ammo	21	Lonoke, AR	12/19/2014	National Header DTI Wire Feed 101826	12,701	-3,307	9,394	USD
3015342	0	Ammo	21	Lonoke, AR	12/19/2014	Scrap Ring Conveyor 101826	8,677	-2,259	6,418	USD
3015344	0	Ammo	21	Lonoke, AR	12/19/2014	Shell Conveyor elevator 101826	17,562	-4,571	12,991	USD
3015345	0	Ammo	21	Lonoke, AR	12/19/2014	AAgard Packer 101830	670,258	-101,739	568,519	USD
3015346	0	Ammo	21	Lonoke, AR	12/19/2014	Video Jet Printer 101830	20,425	-4,136	16,289	USD
3015347	0	Ammo	21	Lonoke, AR	12/19/2014	Glue Pot 101830	6,053	-1,227	4,826	USD
3015348	0	Ammo	21	Lonoke, AR	12/19/2014	Accumulator 101830	41,793	-8,459	33,334	USD
3015349	0	Ammo	21	Lonoke, AR	12/19/2014	Vibron Shell Wash 101833	66,442	-13,448	52,994	USD
3015349	1	Ammo	21	Lonoke, AR	12/19/2014	VIBRON SHELL WASH 101833	2,791	-567	2,224	USD
3015350	0	Ammo	21	Lonoke, AR	12/19/2014	Vibron Core Wash 101833	49,700	-10,060	39,640	USD
3015350	1	Ammo	21	Lonoke, AR	12/19/2014	VIBRON CORE WASH 101833	2,791	-567	2,224	USD
3015351	0	Ammo	21	Lonoke, AR	12/19/2014	Vibron Finish Bullet Wash 101833	70,201	-14,210	55,991	USD
3015351	1	Ammo	21	Lonoke, AR	12/19/2014	VIBRON FINISH BULLET WASH 101833	2,791	-567	2,224	USD
3015352	0	Ammo	21	Lonoke, AR	12/19/2014	Vasini Tray Fill 101845	85,113	-17,227	67,886	USD
3015353	0	Ammo	21	Lonoke, AR	12/19/2014	Hopman Tray Feeder system 101845	15,588	-3,157	12,431	USD
3015354	0	Ammo	21	Lonoke, AR	10/1/2014	Bullet Assembly Machine (BAM)	847,852	-193,043	654,809	USD
3015354	1	Ammo	21	Lonoke, AR	8/31/2018	Add'l- L2 Rebuild WF BAM Transfer Press - 101934	97,233	-14,622	82,611	USD
3015355	0	Ammo	21	Lonoke, AR	11/1/2014	Bullet Assembly Machine (BAM)	850,021	-193,536	656,485	USD
3015355	1	Ammo	21	Lonoke, AR	8/31/2018	Add'l- L2 Rebuild WF BAM Transfer Press - 101934	97,233	-14,622	82,611	USD
3015356	0	Ammo	21	Lonoke, AR	12/19/2014	Bullet Assembly Machine (BAM)	868,422	-175,756	692,666	USD
3015356	1	Ammo	21	Lonoke, AR	8/31/2018	Add'l- L2 Rebuild WF BAM Transfer Press - 101934	97,233	-14,622	82,611	USD
3015357	0	Ammo	21	Lonoke, AR	10/1/2014	Lead Header	192,896	-58,561	134,335	USD
3015358	0	Ammo	21	Lonoke, AR	11/1/2014	Lead Header	194,724	-59,115	135,609	USD
3015359	0	Ammo	21	Lonoke, AR	12/19/2014	Lead Header	198,610	-51,681	146,929	USD
3015360	0	Ammo	21	Lonoke, AR	10/1/2014	Leader Uncoiler	12,560	-2,862	9,698	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3015361	0	Ammo		21 Lonoke, AR	11/1/2014	Leader Uncoiler	12,662	-2,884	9,778	USD
3015362	0	Ammo		21 Lonoke, AR	12/19/2014	Leader Uncoiler	12,840	-2,600	10,240	USD
3015363	0	Ammo		21 Lonoke, AR	7/21/2014	Powder Delivery System 101831	76,858	-12,729	64,129	USD
3015364	0	Ammo		21 Lonoke, AR	11/1/2014	Powder Delivery System 101831	77,478	-12,831	64,647	USD
3015365	0	Ammo		21 Lonoke, AR	12/19/2014	Powder Delivery System 101831	77,861	-11,820	66,041	USD
3015368	0	Ammo		21 Lonoke, AR	12/19/2014	Clean Shell (B)	13,861	-2,807	11,054	USD
3015369	0	Ammo		21 Lonoke, AR	12/19/2014	Primer Shell (B)	13,861	-2,807	11,054	USD
3015370	0	Ammo		21 Lonoke, AR	12/19/2014	Transfer (B)	13,861	-2,807	11,054	USD
3015371	0	Ammo		21 Lonoke, AR	12/19/2014	Lift (B)	13,861	-2,807	11,054	USD
3015372	0	Ammo		21 Lonoke, AR	12/19/2014	Transfer (B)	13,861	-2,807	11,054	USD
3015373	0	Ammo		21 Lonoke, AR	12/19/2014	Transfer (B)	13,861	-2,807	11,054	USD
3015374	0	Ammo		21 Lonoke, AR	12/19/2014	Transfer (B)	13,861	-2,807	11,054	USD
3015375	0	Ammo		21 Lonoke, AR	12/19/2014	Transfer (B)	13,861	-2,807	11,054	USD
3015376	0	Ammo		21 Lonoke, AR	12/19/2014	Priming Machine #1	158,582	-32,096	126,486	USD
3015377	0	Ammo		21 Lonoke, AR	12/19/2014	Priming Machine #2	158,582	-32,096	126,486	USD
3015378	0	Ammo		21 Lonoke, AR	12/19/2014	OCS Check Weigh 101846	48,823	-9,883	38,940	USD
3015379	0	Ammo		21 Lonoke, AR	12/19/2014	Vibratory Feed sys Priming #1 101847	11,954	-2,421	9,533	USD
3015380	0	Ammo		21 Lonoke, AR	12/19/2014	Vibratory Feed sys Priming #2 101847	11,954	-2,421	9,533	USD
3015381	0	Ammo		21 Lonoke, AR	12/19/2014	Bullet Feed Bowl 101847	8,341	-1,689	6,652	USD
3015386	0	Ammo		21 Lonoke, AR	12/15/2014	REPLACE BUSS DUCTS - 101883	92,381	-24,040	68,341	USD
3015387	0	Ammo		21 Lonoke, AR	12/8/2014	METAL DETECTORS/HAND HELD WANDS	24,340	-4,927	19,413	USD
3015431	0	Ammo		21 Lonoke, AR	2/17/2015	Baird Barrel 3D Tumbling Unit 101891	50,432	-9,873	40,559	USD
3015525	0	Ammo		21 Lonoke, AR	3/5/2015	Date Code Stamper (Kiwi) 101902	19,841	-4,029	15,812	USD
3015525	1	Ammo		21 Lonoke, AR	5/21/2015	ADD'L DATE STAMPER 101902	8,824	-1,788	7,036	USD
3015696	0	Ammo		21 Lonoke, AR	7/1/2015	Powder Wet Scrubber 101912	4,736	-960	3,776	USD
3015945	0	Ammo		21 Lonoke, AR	4/1/2012	Bullet Trap 2	4,217	-1,285	2,932	USD
3016614	0	Ammo		21 Lonoke, AR	11/25/2016	FARO Edge 9ft 7 axis	51,480	-8,552	42,928	USD
3016615	0	Ammo		21 Lonoke, AR	12/21/2016	HVAC R&D Explosive Lab 4109/102009	14,804	-3,372	11,432	USD
3016616	0	Ammo		21 Lonoke, AR	12/21/2016	Plating HCN Detection System 4091/101992	13,273	-2,205	11,068	USD
3016617	0	Ammo		21 Lonoke, AR	12/21/2016	HVAC Upgrade Shot Tower 4085/101986	3,645	-833	2,812	USD
3016618	0	Ammo		21 Lonoke, AR	12/21/2016	HVAC Upgrade Computer Room 4085/101986	2,959	-677	2,282	USD
3016619	0	Ammo		21 Lonoke, AR	12/21/2016	CAT Mini Excavator 2011 302.5 4083/101978	24,771	-4,115	20,656	USD
3016620	0	Ammo		21 Lonoke, AR	12/21/2016	Kubota F3990 4wd front cut mower 4083/101978	22,532	-3,744	18,788	USD
3016621	0	Ammo		21 Lonoke, AR	12/21/2016	Genie Boom Lift 45 foot 4083/101978	48,112	-7,991	40,121	USD
3016622	0	Ammo		21 Lonoke, AR	12/22/2016	Lonoke Camera Project - 87 cameras 4038/101922	412,479	-83,731	328,748	USD
3016623	0	Ammo		21 Lonoke, AR	12/22/2016	Watery Bullet Assembly Press (Rebuilt) 4014/101903	780,645	-129,653	650,992	USD
3016625	0	Ammo		21 Lonoke, AR	12/22/2016	Mold SP12 32 Cavity Tool 4043/101928	227,444	-69,255	158,189	USD
3016626	0	Ammo		21 Lonoke, AR	12/22/2016	HVAC Primer Manufacturing 2 units 4059/101947	95,429	-21,729	73,700	USD
3016683	0	Ammo		21 Lonoke, AR	3/30/2017	Reverse Osmosis Unit #711 101996	33,848	-5,606	28,242	USD
3016684	0	Ammo		21 Lonoke, AR	3/30/2017	Explosion Proof Ultrasonic Cleaner 101929	43,989	-7,286	36,703	USD
3016751	0	Ammo		21 Lonoke, AR	3/31/2017	Bullet Traps - 830W Box Trap 101974A	26,337	-4,363	21,974	USD
3016752	0	Ammo		21 Lonoke, AR	3/31/2017	Bullet Traps - 830W Box Trap 101974B	26,337	-4,363	21,974	USD
3016753	0	Ammo		21 Lonoke, AR	3/31/2017	Bullet Traps - 830W Box Trap 101974C	26,337	-4,363	21,974	USD
3016754	0	Ammo		21 Lonoke, AR	3/31/2017	Bullet Traps - PF13000 Proof/Function 101974D	17,134	-2,838	14,296	USD
3016757	0	Ammo		21 Lonoke, AR	3/31/2017	12GA Heat Set Drum 101976	14,020	-2,323	11,697	USD
3016758	0	Ammo		21 Lonoke, AR	3/31/2017	20GA Heat Set Drum 101977	13,943	-2,310	11,633	USD
3016820	0	Ammo		21 Lonoke, AR	4/13/2017	#738 Wash Rebuild 101938	273,818	-44,800	229,018	USD
3016821	0	Ammo		21 Lonoke, AR	4/13/2017	Primer Pellet Weight Collection System 101939	66,364	-8,636	57,728	USD
3016829	0	Ammo		21 Lonoke, AR	6/1/2017	Guarding for 59 Machines 102001	90,556	-18,328	72,228	USD
3016830	0	Ammo		21 Lonoke, AR	6/1/2017	Guarding for 45 Machines 102001	69,068	-13,981	55,087	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3016831	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 84 Machines 102001	128,927	-26,095	102,832	USD
3016832	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 35 Machines 102001	53,720	-10,873	42,847	USD
3016833	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 145 Machines 102001	222,553	-45,043	177,510	USD
3016834	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 39 Machines 102001	59,859	-12,116	47,743	USD
3016835	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 33 Machines 102001	50,650	-10,252	40,398	USD
3016836	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 23 Machines 102001	35,302	-7,146	28,156	USD
3016838	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 33 Machines 102001	50,650	-10,252	40,398	USD
3016839	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 26 Machines 102001	39,906	-8,077	31,829	USD
3016840	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 119 Machines 102001	182,647	-36,967	145,680	USD
3016841	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 69 Machines 102001	105,905	-21,436	84,469	USD
3016842	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 23 Machines 102001	35,302	-7,146	28,156	USD
3016843	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 32 Machines 102001	49,115	-9,942	39,173	USD
3016844	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 13 Machines 102001	19,953	-4,039	15,914	USD
3016845	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 3 Machines 102001	4,605	-933	3,672	USD
3016846	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 2 Machines 102001	3,070	-623	2,447	USD
3016847	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 2 Machines 102001	3,070	-623	2,447	USD
3016848	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 2 Machines 102001	3,070	-623	2,447	USD
3016860	0	Ammo	21	Lonoke, AR	6/1/2017	Rebuilt 34 HS SSSD Cold Header 101993	213,234	-43,156	170,078	USD
3016865	0	Ammo	21	Lonoke, AR	6/1/2017	National #34 Cold Header Spare Frame 101936	44,392	-8,986	35,406	USD
3016866	0	Ammo	21	Lonoke, AR	6/1/2017	C-35 Press Spare Frame 101936	6,847	-1,135	5,712	USD
3016867	0	Ammo	21	Lonoke, AR	6/1/2017	Niagara Press E-75 Spare Frame 101936	22,124	-3,665	18,459	USD
3016868	0	Ammo	21	Lonoke, AR	6/1/2017	#62 Bliss Press Spare Frame 101936	4,564	-757	3,807	USD
3016869	0	Ammo	21	Lonoke, AR	6/1/2017	V&O 45ST Press Spare Frame 101936	49,112	-8,134	40,978	USD
3016870	0	Ammo	21	Lonoke, AR	6/1/2017	V&O 45ST Press Spare Frame 101936	49,112	-8,134	40,978	USD
3016871	0	Ammo	21	Lonoke, AR	6/1/2017	Bliss 3015 Bullet Assembly 102017	183,126	-30,324	152,802	USD
3016871	1	Ammo	21	Lonoke, AR	10/31/2017	Bliss 3015 Bullet Assbly Relocation 102017/101949	3,465	-576	2,889	USD
3016887	0	Ammo	21	Lonoke, AR	7/28/2017	CF Shell Gagetalker System 101906	57,062	-7,425	49,637	USD
3016909	0	Ammo	21	Lonoke, AR	9/3/2014	Dissolved Air Flotation WWT System (DAF) 101968	995,632	-164,865	830,767	USD
3016909	1	Ammo	21	Lonoke, AR	9/3/2017	Dissolved Air Flotation WWT System (DAF) 101948	57,513	-7,484	50,029	USD
3016909	2	Ammo	21	Lonoke, AR	3/2/2018	DAF WWT System Addtl 101968	11,836	-1,439	10,397	USD
3016910	0	Ammo	21	Lonoke, AR	9/3/2017	Peen Plating Filtration for Filter Press 101969	175,588	-22,846	152,742	USD
3016910	1	Ammo	21	Lonoke, AR	12/31/2017	Addtl Peen Plating Filtration 101969	22,498	-3,416	19,082	USD
3016910	2	Ammo	21	Lonoke, AR	3/20/2018	Addtl Peen Plating Filtration 101969	497	-497	0	USD
3016911	0	Ammo	21	Lonoke, AR	9/3/2017	Tamp & Foil Die Set Redesign 101972	35,080	-10,651	24,429	USD
3016912	0	Ammo	21	Lonoke, AR	9/3/2017	Brankamp Load Cells for Lead Insp (Qty 10) 101973	133,627	-17,386	116,241	USD
3016913	0	Ammo	21	Lonoke, AR	9/3/2017	CF Loading Bullet Conveyor 101979	5,976	-1,210	4,766	USD
3016914	0	Ammo	21	Lonoke, AR	9/3/2017	Lube Sizer- REM Lead Bullet - 101999	10,235	-1,697	8,538	USD
3016914	1	Ammo	21	Lonoke, AR	12/30/2019	Lube Sizer- REM Lead Bullet Addtl - 102065	12,111	-140	11,971	USD
3016919	0	Ammo	21	Lonoke, AR	10/1/2017	Bridgeport Milling Machine 102006/102004	11,924	-1,976	9,948	USD
3016920	0	Ammo	21	Lonoke, AR	10/1/2017	Bridgeport Milling Machine 102033/102004	11,511	-1,908	9,603	USD
3016921	0	Ammo	21	Lonoke, AR	10/1/2017	Shrink wrap, Stretchwrap turntable-Orion- 102010	99,894	-13,037	86,857	USD
3016922	0	Ammo	21	Lonoke, AR	10/1/2017	CF 8 Cameras for Shell & Bullet Area 102019	28,338	-5,736	22,602	USD
3016924	0	Ammo	21	Lonoke, AR	10/31/2017	Waste Water Treatment Ion Exchange Unit 102026	14,658	-1,909	12,749	USD
3016925	0	Ammo	21	Lonoke, AR	10/31/2017	Waste Water Treatment Ion Exchange Unit 102026	14,658	-1,909	12,749	USD
3016926	0	Ammo	21	Lonoke, AR	10/31/2017	Waste Water Treatment Ion Exchange Unit 102026	14,658	-1,909	12,749	USD
3016927	0	Ammo	21	Lonoke, AR	10/31/2017	Waste Water Treatment Ion Exchange Unit 102026	14,658	-1,909	12,749	USD
3016928	0	Ammo	21	Lonoke, AR	10/31/2017	Waste Water Treatment Ion Exchange Unit 102026	14,658	-1,909	12,749	USD
3016930	0	Ammo	21	Lonoke, AR	10/31/2017	Office Remod for RRR Maint-Equip-101950/101949	16,651	-2,759	13,892	USD
3016931	0	Ammo	21	Lonoke, AR	10/31/2017	Addtl #341 National Header Overhaul 101949	49,454	-10,010	39,444	USD
3016932	0	Ammo	21	Lonoke, AR	10/31/2017	RF Load Central Vacuum System Tiger Vac 101995	117,383	-15,274	102,109	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3016934	0	Ammo	21	Lonoke, AR	10/31/2017	Hydrogen Cyanide Gas Detector 102041	4,512	-749	3,763	USD
3016935	0	Ammo	21	Lonoke, AR	10/31/2017	Forma Environmental Chamber 102028	14,157	-2,346	11,811	USD
3016936	0	Ammo	21	Lonoke, AR	10/31/2017	Super Cold Chest Freezer 45-6.8A 102028	4,173	-693	3,480	USD
3016938	0	Ammo	21	Lonoke, AR	10/31/2017	Copper Overflow/Boil Out Tank 102024	9,407	-1,906	7,501	USD
3016961	0	Ammo	21	Lonoke, AR	12/31/2017	Chem Lab and CF Lockers HVAC #520 102023	125,879	-28,662	97,217	USD
3016963	0	Ammo	21	Lonoke, AR	12/31/2017	Lonoke Emergency Alarm System 102039	1,925,992	-350,813	1,575,179	USD
3016963	1	Ammo	21	Lonoke, AR	9/27/2019	Lonoke Emergency Alarm System Addtl 102039	83,030	-2,379	80,651	USD
3016964	0	Ammo	21	Lonoke, AR	12/31/2017	Automated Primed Pistol Shell Inspection #1 101963	57,384	-8,711	48,673	USD
3016964	1	Ammo	21	Lonoke, AR	8/31/2018	Addtl- Auto. Primed Pistol Shell Insp. #1- 101963	133	-14	119	USD
3016965	0	Ammo	21	Lonoke, AR	12/31/2017	Automated Primed Pistol Shell Inspection #2 101963	57,384	-8,711	48,673	USD
3016965	1	Ammo	21	Lonoke, AR	8/31/2018	Addtl- Auto. Primed Pistol Shell Insp. #2 101963	133	-14	119	USD
3016966	0	Ammo	21	Lonoke, AR	12/31/2017	Automated Primed Pistol Shell Inspection #3 101963	57,384	-8,711	48,673	USD
3016966	1	Ammo	21	Lonoke, AR	8/31/2018	Addtl- Auto. Primed Pistol Shell Insp. #3101963	133	-14	119	USD
3017047	0	Ammo	21	Lonoke, AR	3/2/2018	Building 804 Powder Lift 101981	8,819	-1,340	7,479	USD
3017057	0	Ammo	21	Lonoke, AR	5/6/2018	Lift, Buggy Safety lift for #734-Remington-101926	92,582	-11,261	81,321	USD
3017123	0	Ammo	21	Lonoke, AR	8/5/2018	Engraver, Roland Desktop Engraver, 102053	4,957	-522	4,435	USD
3017129	0	Ammo	21	Lonoke, AR	9/30/2018	Loader, Stripper Clip REM 102042	5,089	-484	4,605	USD
3017130	0	Ammo	21	Lonoke, AR	9/30/2018	Loader, Stripper Clip REM 102042	5,089	-484	4,605	USD
3017143	0	Ammo	21	Lonoke, AR	11/4/2018	Table, REM Lead Melt Cast Table 102018	305,061	-26,960	278,101	USD
3017152	0	Ammo	21	Lonoke, AR	11/30/2018	Plotter, Eng Drafting HP Design Jet 36" 102066	7,619	-639	6,980	USD
3017153	0	Ammo	21	Lonoke, AR	12/21/2018	Tractor, Ventrac 4500Z Lawn 102070	37,486	-2,993	34,493	USD
3017154	0	Ammo	21	Lonoke, AR	12/27/2018	Grinder, Supertec G20P Cylinder 102016/102004	44,568	-3,509	41,059	USD
3017155	0	Ammo	21	Lonoke, AR	12/27/2018	Grinder, Okamoto Acc12.24DX Surface 102016/102004	49,551	-3,901	45,650	USD
3017156	0	Ammo	21	Lonoke, AR	12/27/2018	Vacuum, TigerVac HY-C 2HP Exp Proof 102052	13,323	-1,575	11,748	USD
3017167	0	Ammo	21	Lonoke, AR	1/31/2019	Building, Remelt #511-Surveillance Sys - 101941	4,800	-348	4,452	USD
3017169	0	Ammo	21	Lonoke, AR	1/31/2019	Forklift, Yale Electric Rider Remelt #511 - 101941	43,320	-3,133	40,187	USD
3017170	0	Ammo	21	Lonoke, AR	1/31/2019	RO System, Applied Membranes Remelt #511-101941	28,670	-2,074	26,596	USD
3017170	1	Ammo	21	Lonoke, AR	5/28/2019	RO System, Applied Membranes Remelt #511-101941	31,737	-1,617	30,120	USD
3017171	0	Ammo	21	Lonoke, AR	1/31/2019	Air Compressor, Proc & Power 7100E15P - 101941	9,181	-665	8,516	USD
3017173	0	Ammo	21	Lonoke, AR	1/31/2019	Crane, Deshazon Series 45-3Ton - 101941	59,241	-4,284	54,957	USD
3017179	0	Ammo	21	Lonoke, AR	1/31/2019	Conveyor, Hydron Pot 1348A Model 751 - 101941	15,078	-1,091	13,987	USD
3017180	0	Ammo	21	Lonoke, AR	1/31/2019	Pot, Seco/Warwick Remelt Lead Pot Cast - 101941	15,030	-1,087	13,943	USD
3017181	0	Ammo	21	Lonoke, AR	1/31/2019	Scale, Mettler Toledo Floor - 101941	5,816	-421	5,395	USD
3017182	0	Ammo	21	Lonoke, AR	1/31/2019	Inverter, Allen-Bradley 60HP Baghouse - 101941	7,514	-544	6,970	USD
3017184	0	Ammo	21	Lonoke, AR	3/1/2019	Camera, Ballistic - 102072	3,545	-714	2,831	USD
3017185	0	Ammo	21	Lonoke, AR	3/1/2019	Camera, Parking Lot - 102072	6,912	-1,390	5,522	USD
3017186	0	Ammo	21	Lonoke, AR	3/1/2019	NVR, Pelco for Cameras - 102072	14,181	-2,851	11,330	USD
3017195	0	Ammo	21	Lonoke, AR	3/31/2019	Jack-Toyota Motorized Pallet-102051	6,014	-371	5,643	USD
3017203	0	Ammo	21	Lonoke, AR	5/28/2019	Scaffolding, Zack Eaves, Remelt #511-101941	7,525	-384	7,141	USD
3017204	0	Ammo	21	Lonoke, AR	5/28/2019	Pumps, Wet Well for HCR 102021	219,446	-11,177	208,269	USD
3017204	1	Ammo	21	Lonoke, AR	9/27/2019	Equip, HCR- Elec, Mech, Instru, Pump 102021	171,200	-4,905	166,295	USD
3017204	2	Ammo	21	Lonoke, AR	9/27/2019	Equip, Streamflow Measurement Sys HCR 102021	44,650	-1,280	43,370	USD
3017205	0	Ammo	21	Lonoke, AR	5/28/2019	Press, Bruderer #149 Anvil Punch Press 102031	541,011	-27,554	513,457	USD
3017209	0	Ammo	21	Lonoke, AR	5/30/2019	Labeler, Zebra ZE50062 Print Engine 1 of 2 102068	6,766	-343	6,423	USD
3017210	0	Ammo	21	Lonoke, AR	5/30/2019	Labeler, Zebra ZE50062 Print Engine 2 of 2 102068	6,766	-343	6,423	USD
3017211	0	Ammo	21	Lonoke, AR	5/30/2019	Lift, Maxx Ergo Electric MXE250 1 of 2 102071	2,985	-152	2,833	USD
3017212	0	Ammo	21	Lonoke, AR	5/30/2019	Lift, Maxx Ergo Electric MXE250 2 of 2 102071	2,985	-152	2,833	USD
3017230	0	Ammo	21	Lonoke, AR	9/26/2019	Feeder, Perf. Feeders RF Priming 102056/101980	145,000	-4,181	140,819	USD
3017231	0	Ammo	21	Lonoke, AR	9/27/2019	Wash, JenFab 10 Cone Wash #728 102038	1,073,260	-30,745	1,042,515	USD
3017232	0	Ammo	21	Lonoke, AR	9/27/2019	Dumper, HD Barrel 102038	9,312	-268	9,044	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3017233	0	Ammo	21	Lonoke, AR	9/27/2019	Filter, Reverse Osmosis Unit 102038	3,648	-157	3,491	USD
3017234	0	Ammo	21	Lonoke, AR	9/27/2019	Lift, IBC2000 Bulk Bag Unloader 102055/102038	29,746	-854	28,892	USD
3017266	0	Ammo	21	Lonoke, AR	2/27/2020	Packer - Aagard CF Rifle 1460 - 102054	2,108,672	-1,537	2,107,135	USD
3010227	0	Ammo	21	Lonoke, AR	2/15/2004	SPARE SUBSTATION TRANSFORMER	5,580	-1,700	3,880	USD
3004234	1	Ammo	21	Lonoke, AR	9/15/2010	ADD'L REFURBISH DRUM 101597	8,233	-3,762	4,471	USD
3004276	2	Ammo	21	Lonoke, AR	11/15/2007	SPARE CIRCUIT BREAKERS	2,549	-2,330	219	USD
3005222	1	Ammo	21	Lonoke, AR	1/15/2008	REBUILD SPARE SS GEAR PUMP	4,507	-1,648	2,859	USD
3006458	1	Ammo	21	Lonoke, AR	10/31/2017	#262 Perkins 22 Electrical Upgrade 102027	37,500	-3,596	33,904	USD
3006460	1	Ammo	21	Lonoke, AR	10/31/2017	#263 Perkins Electrical Upgrade 102027	37,500	-3,596	33,904	USD
3007454	1	Ammo	21	Lonoke, AR	1/6/2014	ADD'L CONVEYOR #148 101865	3,418	-1,039	2,379	USD
3008960	1	Ammo	21	Lonoke, AR	12/27/2018	Header, RF Shellmaking Rebuild 102057/101980	22,226	-2,625	19,601	USD
3010770	0	Ammo	21	Lonoke, AR	1/15/2007	SPARE CF IPS GEARBOX/ARM ASSBY	10,584	-4,220	6,364	USD
3010770	1	Ammo	21	Lonoke, AR	4/15/2008	SPARE CF IPS GEARBOX ARM ASSY	23,454	-8,571	14,883	USD
3011868	0	Ammo	21	Lonoke, AR	9/15/2008	SPARE ROCKPORT SAW DRUM (2)	4,411	-4,031	380	USD
3012123	0	Ammo	21	Lonoke, AR	11/15/2009	6 SPARE CF POWDER CHARGER DRUMS 101477	17,226	-4,497	12,729	USD
3012131	0	Ammo	21	Lonoke, AR	12/15/2009	951086 HALF HEAD CRANKSHAFT 101574	4,773	-2,182	2,591	USD
3012186	0	Ammo	21	Lonoke, AR	1/15/2010	SPARE CIRCUIT BREAKER SUB ST #10 101615	3,463	-1,583	1,880	USD
3014120	0	Ammo	21	Lonoke, AR	8/15/2013	WASH CONES (6) 101822	69,424	-18,066	51,358	USD
3014450	0	Ammo	21	Lonoke, AR	12/31/2013	CF LEAD EXT CONTROL VALVES 101837	45,141	-7,476	37,665	USD
3014609	0	Ammo	21	Lonoke, AR	7/21/2014	SUBSTATION 2500KVA #12 101836	223,373	-25,430	197,943	USD
3014610	0	Ammo	21	Lonoke, AR	7/21/2014	SUBSTATION 2500KVA #11 101862	220,162	-25,066	195,096	USD
2000159	0	Ammo	21	Lonoke, AR	6/15/2006	ADVANCED WASTE TRMT FACILITY	213,147	-64,902	148,245	USD
2000182	0	Ammo	21	Lonoke, AR	7/15/2013	WASTE WATER EFFLUENT FILTRATION 101768	597,105	-155,373	441,732	USD
2000182	1	Ammo	21	Lonoke, AR	2/11/2014	ADD'L WASTE WATER EFFLUENT FILTRATION 101768	9,444	-2,459	6,985	USD
2000189	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Phase II Sidewalks	13,892	-3,616	10,276	USD
2000191	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Phase I Sidewalks/Dock Concrete	193,307	-50,302	143,005	USD
1000377	0	Ammo	21	Lonoke, AR	2/15/1996	DRUMMED WASTE STORAGE FACILITY 516	4,579	-2,093	2,486	USD
1000574	0	Ammo	21	Lonoke, AR	5/15/2010	PP CONTROL BUILDING 607 101580	24,712	-6,451	18,261	USD
1000574	1	Ammo	21	Lonoke, AR	6/15/2010	ADD'L BUILDING DESIGN 101548	6,260	-1,635	4,625	USD
1000575	0	Ammo	21	Lonoke, AR	9/15/2010	ADD'L BUILDING DESIGN #738 101548	6,222	-1,625	4,597	USD
1000575	1	Ammo	21	Lonoke, AR	9/15/2010	EXPLOSIVE FILTER PRESS BLDG #738 101601	46,335	-12,094	34,241	USD
1000580	0	Ammo	21	Lonoke, AR	4/15/2011	BIOLOGICAL TRMT BUILDING 101672	27,574	-7,198	20,376	USD
1000639	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Sitework & Demolition	629,001	-163,674	465,327	USD
1000688	0	Ammo	21	Lonoke, AR	4/13/2017	#738 Wash Floor and Walls	23,677	-5,409	18,268	USD
1000692	0	Ammo	21	Lonoke, AR	10/31/2017	Office Remod for RRR Maint-Building-101950/101949	31,495	-7,172	24,323	USD
3010923	0	Ammo	21	Lonoke, AR	2/15/2008	CF STEAM CONDESATE PUMP	3,018	-1,104	1,914	USD
3012469	0	Ammo	21	Lonoke, AR	5/15/2010	WASTE TREATMENT PP CONTROLS 101580	32,159	-8,395	23,764	USD
3012469	1	Ammo	21	Lonoke, AR	5/15/2010	PP CONTROLS - ELECTRICAL 101580	22,753	-3,466	19,287	USD
3012469	2	Ammo	21	Lonoke, AR	5/15/2010	PP CONTROLS - PIPING 101580	29,015	-7,574	21,441	USD
3012469	3	Ammo	21	Lonoke, AR	5/15/2010	PP CONTROLS - TANKS 101580	3,430	-3,134	296	USD
3013161	0	Ammo	21	Lonoke, AR	4/15/2011	BIOLOGICAL TRMT CONTROL SYS 101672	52,146	-19,056	33,090	USD
1000442	0	Ammo	21	Lonoke, AR	12/15/1997	PLANT CLOCK SYSTEM	2,927	-1,338	1,589	USD
1000689	0	Ammo	21	Lonoke, AR	6/1/2017	Rebuild Shop Ductwork Relocation 102022	8,848	-2,016	6,832	USD
1000693	0	Ammo	21	Lonoke, AR	10/31/2017	Office Remod for RRR Maint-Build Fix-101950/101949	6,445	-1,469	4,976	USD
1000694	0	Ammo	21	Lonoke, AR	10/31/2017	Rebuild Shop Bay Shelving 102015/102004	5,021	-1,144	3,877	USD
3007762	0	Ammo	21	Lonoke, AR	8/14/1995	ADDL-PLANT SIGN REPAIR	5,776	-2,640	3,136	USD
1000219	0	Ammo	21	Lonoke, AR	12/11/1993	OFFICE TRAILER - BLDG 101	5,136	-3,130	2,006	USD
1000219	1	Ammo	21	Lonoke, AR	12/11/1993	ADDITIONAL OFFICE TRAILER	3,098	-1,888	1,210	USD
1000219	2	Ammo	21	Lonoke, AR	4/15/1999	ADD'L OFFICE TRAILER	3,292	-1,505	1,787	USD
1000219	3	Ammo	21	Lonoke, AR	12/15/2007	ADD'L OFFICE TRAILER	19,904	-6,063	13,841	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
1000220	0	Ammo	21	Lonoke, AR	12/1/1993	FINISHED PRODUCT AND RAW MATERIAL WHSE 300	71,976	-43,834	28,142	USD
1000220	1	Ammo	21	Lonoke, AR	3/15/1995	ADD-EMPLOYEE SALES OFC 2280	3,081	-1,878	1,203	USD
1000220	2	Ammo	21	Lonoke, AR	12/1/1993	SPRINKLER SYSTEM	5,389	-3,283	2,106	USD
1000220	6	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-DOCK LEVELERS	3,013	-1,836	1,177	USD
1000220	8	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST ROOF RPLMT 110078/110076	56,783	-34,580	22,203	USD
1000220	9	Ammo	21	Lonoke, AR	12/1/1993	RITE-HITE DOK-LOK-3 120560	4,262	-2,596	1,666	USD
1000220	10	Ammo	21	Lonoke, AR	12/1/1993	SCRAP BRS LD FAC/DOCK DR SEAL120517/559	4,263	-2,597	1,666	USD
1000220	14	Ammo	21	Lonoke, AR	4/15/2001	UPGRADE W/H DOCK LEVELOR	10,814	-3,953	6,861	USD
1000220	15	Ammo	21	Lonoke, AR	11/15/2001	EXP-PRODUCT SERVICE OFFICE	3,734	-1,366	2,368	USD
1000220	16	Ammo	21	Lonoke, AR	12/1/1993	ADD'L OVERHEAD LIGHTING	6,521	-3,973	2,548	USD
1000220	18	Ammo	21	Lonoke, AR	8/15/2008	ADD'L WAREHOUSE VEHICLE RAMP	6,217	-1,895	4,322	USD
1000220	19	Ammo	21	Lonoke, AR	2/15/2010	ADD'L DOCK SEALS & BUMPERS 101584	6,710	-1,752	4,958	USD
1000220	20	Ammo	21	Lonoke, AR	1/15/2011	RIMFIRE MAINTENANCE SHOP 101671	8,100	-2,116	5,984	USD
1000221	0	Ammo	21	Lonoke, AR	12/1/1993	BALLISTICS BULDING 400	60,393	-36,780	23,613	USD
1000221	6	Ammo	21	Lonoke, AR	12/15/2007	ADD'L F&C SOUND INSULATION	6,676	-2,034	4,642	USD
1000221	7	Ammo	21	Lonoke, AR	5/15/2010	BALLISTICS RANGE ROOF 101635	23,171	-6,049	17,122	USD
1000221	8	Ammo	21	Lonoke, AR	12/22/2016	Ballistics Range Roof Replacement 4060/101946	46,863	-10,671	36,192	USD
1000222	0	Ammo	21	Lonoke, AR	12/1/1993	UTILITY SERVICE BUILDING - POWER HOUSE BLDG 500	18,819	-11,461	7,358	USD
1000222	2	Ammo	21	Lonoke, AR	8/15/2013	POWER HOUSE EXPANSION 101815	192,838	-50,180	142,658	USD
1000222	3	Ammo	21	Lonoke, AR	8/15/2013	POWER HOUSE - DESIGN 101746	32,003	-8,328	23,675	USD
1000223	0	Ammo	21	Lonoke, AR	12/1/1993	YARD SERVICE BUILDING 501	13,339	-8,125	5,214	USD
1000224	0	Ammo	21	Lonoke, AR	12/1/1993	OIL AND SOLVENT STORAGE BUILDING 502	6,806	-4,146	2,660	USD
1000225	0	Ammo	21	Lonoke, AR	12/1/1993	GATE HOUSE 503	4,224	-2,573	1,651	USD
1000225	1	Ammo	21	Lonoke, AR	5/15/1997	ADDL-GATEHOUSE ROOF REPLACEMENT	2,578	-1,179	1,399	USD
1000226	0	Ammo	21	Lonoke, AR	12/1/1993	SCRAPBURNING & STORAGE BUILDING 504	2,967	-1,808	1,159	USD
1000230	0	Ammo	21	Lonoke, AR	12/1/1993	WASTE TREATMENT CONTROL AND STORAGE BLDG 600	4,446	-2,710	1,736	USD
1000231	0	Ammo	21	Lonoke, AR	12/1/1993	UDYLITE CONTROL BUILDING 601	4,503	-2,743	1,760	USD
1000232	0	Ammo	21	Lonoke, AR	12/1/1993	BLDG.736-EXPLOSIVES WST TRTMT 110331	16,694	-10,168	6,526	USD
1000232	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-HEATER/CROSSOVER 110076	12,394	-7,550	4,844	USD
1000232	3	Ammo	21	Lonoke, AR	9/15/2010	ADD'L #736 ROOF 101682	10,518	-2,747	7,771	USD
1000233	0	Ammo	21	Lonoke, AR	12/1/1993	STORAGE/FILTER PRESS BLDG #601A	3,374	-2,056	1,318	USD
1000235	0	Ammo	21	Lonoke, AR	12/1/1993	BUILDING #203 SS MAINTENACE STORAGE	2,574	-1,570	1,004	USD
1000236	0	Ammo	21	Lonoke, AR	12/1/1993	BUILDING #737 PM MAINTENANCE STORAGE	2,616	-1,595	1,021	USD
1000638	0	Ammo	21	Lonoke, AR	7/21/2014	L2 General Building Power Distribution	615,398	-160,133	455,265	USD
1000696	0	Ammo	21	Lonoke, AR	10/31/2017	Garage Roof Replacement 102025	11,837	-2,696	9,141	USD
1000713	0	Ammo	21	Lonoke, AR	5/28/2019	Building, Pump Station for HCR 102021	242,065	-7,398	234,667	USD
3017235	0	Ammo	21	Lonoke, AR	9/27/2019	Security/Guardhouse Remodel 102061/102039	60,649	-1,738	58,911	USD
3009559	0	Ammo	21	Lonoke, AR	5/15/2001	SS & CF WATER SOFTNER	4,108	-2,574	1,534	USD
3010065	0	Ammo	21	Lonoke, AR	6/15/2003	P/H AIR COMPRESSOR XFE400-2S	6,303	-5,759	544	USD
3010065	1	Ammo	21	Lonoke, AR	6/15/2010	REBUILD #4 COMPRESSOR 101644	39,122	-10,212	28,910	USD
3010065	2	Ammo	21	Lonoke, AR	8/4/2014	AIR FILTER 400HP COMPRESSOR 101885	6,007	-997	5,010	USD
3010739	0	Ammo	21	Lonoke, AR	11/15/2006	LIFT STATION 150' 6' CPVC LINE	3,782	-1,566	2,216	USD
3016180	0	Ammo	21	Lonoke, AR	5/1/2016	LEBLOOD 1560 MANUAL LATHE 101952	26,186	-4,771	21,415	USD
3016181	0	Ammo	21	Lonoke, AR	5/1/2016	LEBLOOD 1560 MANUAL LATHE 101952	26,186	-4,771	21,415	USD
3016182	0	Ammo	21	Lonoke, AR	5/1/2016	AERO 40 FP BLASTER 101956	21,072	-3,840	17,232	USD
3016183	0	Ammo	21	Lonoke, AR	5/1/2016	CLAUSING DRILL PRESS 101957	4,374	-798	3,576	USD
3002561	6	Ammo	21	Lonoke, AR	2/15/2006	ADD'L ROTARY FURNACE DRUM	2,801	-1,397	1,404	USD
3002612	3	Ammo	21	Lonoke, AR	6/15/2011	Elevator, ADD'L ELEVATOR #5 (modifications) 101679	41,873	-15,301	26,572	USD
3002649	1	Ammo	21	Lonoke, AR	10/31/2017	Rebuild Hardinge Lathe HVLH5336L 102007/102004	21,233	-4,836	16,397	USD
3002697	1	Ammo	21	Lonoke, AR	6/1/2017	Rebuild Clausing Colchester Lathe 101953	22,160	-3,671	18,489	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3002713	1	Ammo	21	Lonoke, AR	9/15/2009	ADD'L REBUILD FIRE PUMP 101513	10,458	-3,186	7,272	USD
3002720	3	Ammo	21	Lonoke, AR	11/15/2007	ADD'L BURNERS	5,934	-5,422	512	USD
3002720	4	Ammo	21	Lonoke, AR	7/15/2008	ADD'L BOILER STACK HEAT RECOVERY	6,972	-6,370	602	USD
3002721	3	Ammo	21	Lonoke, AR	11/15/2007	ADD'L BURNERS	5,934	-5,422	512	USD
3002721	4	Ammo	21	Lonoke, AR	7/15/2008	ADD'L BOILER STACK HEAT RECOVERY	6,972	-6,370	602	USD
3002725	1	Ammo	21	Lonoke, AR	5/15/1998	ADD'L REPLACE ROOF, INTERIOR COATING	3,959	-3,618	341	USD
3002726	1	Ammo	21	Lonoke, AR	12/15/1998	ADD'L RPL TANK LINING	3,093	-2,263	830	USD
3002731	2	Ammo	21	Lonoke, AR	2/15/2009	ADD'L REBUILD PUMP	4,998	-1,524	3,474	USD
3002742	1	Ammo	21	Lonoke, AR	2/15/2009	EXTEND #2 WELL	2,894	-1,763	1,131	USD
3002765	1	Ammo	21	Lonoke, AR	2/15/2010	ADD'L SLUDGE PIT PLATFORM 101564	2,986	-1,366	1,620	USD
3002774	5	Ammo	21	Lonoke, AR	2/15/2009	ADD'L WASTE TREATMENT CLARIFIER	27,812	-8,470	19,342	USD
3002779	0	Ammo	21	Lonoke, AR	12/1/1993	EQUALIZATION TANK	7,027	-5,136	1,891	USD
3002779	2	Ammo	21	Lonoke, AR	2/15/2009	ADD'L AEREATOR MOTOR (2)	3,756	-2,289	1,467	USD
3002780	0	Ammo	21	Lonoke, AR	12/1/1993	DIVERSION TANK	10,151	-7,419	2,732	USD
3002780	2	Ammo	21	Lonoke, AR	3/15/1999	ADD'L DIVERSION TANK MIXERS	4,269	-2,838	1,431	USD
3002780	4	Ammo	21	Lonoke, AR	4/15/2011	ADD'L BIOLOGICAL TRMT MODIFICATIONS 101672	162,473	-59,367	103,106	USD
3002781	1	Ammo	21	Lonoke, AR	6/15/2012	ADD'L POTABLE WATER TANK #1 101738	107,354	-49,034	58,320	USD
3002817	3	Ammo	21	Lonoke, AR	6/15/2009	ADD'L UPDATE TELEPHONE CABLING	5,835	-3,555	2,280	USD
3002833	0	Ammo	21	Lonoke, AR	12/1/1993	POWER & SERVICE PIPING - UTILITY SERVIC	10,743	-9,814	929	USD
3002879	1	Ammo	21	Lonoke, AR	10/15/2010	ADD'L 650 FT PLASTIC PIPE 101685	15,864	-4,142	11,722	USD
3002929	8	Ammo	21	Lonoke, AR	2/15/2007	UTILITY POLES	2,593	-2,370	223	USD
3002929	9	Ammo	21	Lonoke, AR	8/15/2007	WOODEN UTILITY POLES	4,493	-4,105	388	USD
3002929	10	Ammo	21	Lonoke, AR	10/15/2009	UTILITY POLES 101554	7,056	-4,299	2,757	USD
3002929	11	Ammo	21	Lonoke, AR	11/15/2010	UTILITY POLES (4) 101690	4,019	-1,470	2,549	USD
3002929	12	Ammo	21	Lonoke, AR	11/18/2014	RPL HIGH VOLTAGE CABLING 101879	556,924	-59,674	497,250	USD
3002931	1	Ammo	21	Lonoke, AR	9/15/2002	ADD'L PR ELECTRICAL SUBSTATION	7,206	-3,292	3,914	USD
3002935	1	Ammo	21	Lonoke, AR	12/15/2008	ADD'L RETROFIT CIRCUIT BREAKERS	4,221	-2,572	1,649	USD
3002936	1	Ammo	21	Lonoke, AR	6/15/2006	ADD'L SUBSTATION TRANSFORMER	10,336	-2,361	7,975	USD
3002936	2	Ammo	21	Lonoke, AR	11/15/2008	ADD'L SUBSTATION #2	20,427	-3,394	17,033	USD
3002936	3	Ammo	21	Lonoke, AR	12/15/2008	ADD'L RETROFIT CIRCUIT BREAKERS	4,221	-2,572	1,649	USD
3002937	2	Ammo	21	Lonoke, AR	11/15/2007	RETROFIT CIRCUIT BREAKERS	2,549	-2,330	219	USD
3002938	1	Ammo	21	Lonoke, AR	1/15/2007	ADD'L SUBSTATION #4 TRANSFORMER	9,860	-2,003	7,857	USD
3002938	2	Ammo	21	Lonoke, AR	11/15/2009	ADD'L CIRCUIT BREAKER #4 101532	4,295	-1,962	2,333	USD
3002939	2	Ammo	21	Lonoke, AR	11/15/2009	ADD'L CIRCUIT BREAKER #5 101532	4,295	-1,962	2,333	USD
3002942	2	Ammo	21	Lonoke, AR	7/15/2003	SUBSTATION TRANSFORMER #8	6,646	-2,431	4,215	USD
3002943	0	Ammo	21	Lonoke, AR	12/1/1993	SUBSTATION #10 W SS BLD 200 SS CON	3,065	-2,802	263	USD
3002974	1	Ammo	21	Lonoke, AR	6/15/2010	REBUILD MIXER GEARBOX 101633	4,936	-2,255	2,681	USD
3006015	0	Ammo	21	Lonoke, AR	8/15/1996	200 HP CF AIR COMPRESSER/REC TANK	3,355	-2,830	525	USD
3006015	4	Ammo	21	Lonoke, AR	8/15/2010	ADD'L #6 AIR DRYER CF 101646	10,161	-2,654	7,507	USD
3006499	1	Ammo	21	Lonoke, AR	6/15/2012	ADD'L POTABLE WATER TANK #2 101739	109,298	-49,922	59,376	USD
3009560	0	Ammo	21	Lonoke, AR	6/15/2001	WATER TREATMENT FILTER	6,398	-5,846	552	USD
3010788	0	Ammo	21	Lonoke, AR	2/15/2007	CNC MILLING MACHINE	4,011	-2,750	1,261	USD
3010863	0	Ammo	21	Lonoke, AR	7/15/2007	EDM MACHINE TOOL 101334	3,620	-3,308	312	USD
3010872	0	Ammo	21	Lonoke, AR	8/15/2007	CNC MILLING MACHINE	4,303	-3,932	371	USD
3010895	0	Ammo	21	Lonoke, AR	11/15/2007	POWERHOUSE BOILER DRAIN LINE	4,015	-1,469	2,546	USD
3010925	0	Ammo	21	Lonoke, AR	2/15/2008	BOILER DEAERATER TANK	7,653	-6,992	661	USD
3010926	0	Ammo	21	Lonoke, AR	2/15/2008	TOOL ROOM CENTERLESS GRINDER	3,756	-3,433	323	USD
3010929	0	Ammo	21	Lonoke, AR	2/15/2008	WASTE TREATMENT CLARIFIER PUMP	4,258	-1,557	2,701	USD
3010930	0	Ammo	21	Lonoke, AR	2/15/2008	MACHINE SHOP CNC LATHE	7,922	-7,238	684	USD
3011895	0	Ammo	21	Lonoke, AR	11/15/2008	BLOWDOWN HEAT RECOVERY UNIT	5,610	-3,417	2,193	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3012007	0	Ammo		21 Lonoke, AR	3/15/2009	EXPLOSIVES WASTE TRANSPORT LINES	345,967	-105,344	240,623	USD
3012008	0	Ammo		21 Lonoke, AR	3/15/2009	EXPLOSIVES WASTE HOLDING TANK	65,203	-59,562	5,641	USD
3012046	0	Ammo		21 Lonoke, AR	6/15/2009	CNC MILLING MACHINE VF3 101524	33,484	-20,392	13,092	USD
3012115	0	Ammo		21 Lonoke, AR	10/15/2009	DUST COLLECTOR BALLISTIC RANGE 3&4 101563	2,842	-866	1,976	USD
3012120	0	Ammo		21 Lonoke, AR	11/15/2009	ADD'L CIRCUIT BREAKER #3 101532	2,863	-1,308	1,555	USD
3012121	0	Ammo		21 Lonoke, AR	11/15/2009	SANITARY SEWER LINE 101560	66,180	-17,274	48,906	USD
3012122	0	Ammo		21 Lonoke, AR	11/15/2009	SPARE PROCESS WASTE LIFT PUMP 101562	5,426	-1,418	4,008	USD
3012130	0	Ammo		21 Lonoke, AR	12/15/2009	BUILDING 736 DRAIN LINE 101566	18,854	-4,923	13,931	USD
3012176	0	Ammo		21 Lonoke, AR	1/15/2010	SANITARY TRMT FILTER SYSTEM 101581	6,206	-1,621	4,585	USD
3012178	0	Ammo		21 Lonoke, AR	1/15/2010	CARPENTER SHOP DUST COLLECTOR 101588	10,695	-2,793	7,902	USD
3012207	0	Ammo		21 Lonoke, AR	2/15/2010	OAKS RELIFT PUMP 101628	3,046	-797	2,249	USD
3012226	0	Ammo		21 Lonoke, AR	4/15/2010	POWERHOUSE WATER SOFTENER 101613	12,076	-5,516	6,560	USD
3012470	0	Ammo		21 Lonoke, AR	5/15/2010	LUCIFER HEAT TREAT OVEN 101630	8,034	-2,098	5,936	USD
3012483	0	Ammo		21 Lonoke, AR	6/15/2010	CF WATERPROOFING AIR COMPRESSOR 101647	8,504	-2,221	6,283	USD
3012547	0	Ammo		21 Lonoke, AR	9/15/2010	EXPLOSIVES W/T FILTER PRESS 101601	96,151	-25,096	71,055	USD
3012547	1	Ammo		21 Lonoke, AR	9/15/2010	ADD'L EXPLOSIVES FILTER PRESS CONTROLS 101601	23,310	-6,085	17,225	USD
3012559	0	Ammo		21 Lonoke, AR	10/15/2010	BYPASS LINE FROM CLARIFIER 101695	11,687	-3,051	8,636	USD
3012600	0	Ammo		21 Lonoke, AR	11/15/2010	HAA'S SL-10 TURNING CENTER 101637	22,600	-8,260	14,340	USD
3014025	0	Ammo		21 Lonoke, AR	2/15/2013	STORM DRAIN 36"X325' 101795	101,546	-26,424	75,122	USD
3014041	0	Ammo		21 Lonoke, AR	3/15/2013	HAAS VF3SS CNC MILL 101814	43,752	-11,386	32,366	USD
3014041	1	Ammo		21 Lonoke, AR	11/25/2016	HAAS CF3SS Mill	166,846	-27,628	139,218	USD
3014042	0	Ammo		21 Lonoke, AR	3/15/2013	BRIDGEPORT MILLING MCH 101816	11,179	-2,910	8,269	USD
3014042	1	Ammo		21 Lonoke, AR	6/1/2017	Add'l Bridgeport GX300 Tooling 101988	9,713	-2,949	6,764	USD
3014049	0	Ammo		21 Lonoke, AR	4/15/2013	1987 TOYODA CYLINDER GRINDER 101819	24,644	-6,414	18,230	USD
3014612	0	Ammo		21 Lonoke, AR	7/21/2014	GRINDER 101889	4,243	-968	3,275	USD
3014613	0	Ammo		21 Lonoke, AR	7/21/2014	BRIDGEPORT MILLING MACHINE 101889	10,416	-2,373	8,043	USD
3016849	0	Ammo		21 Lonoke, AR	6/1/2017	Bridgeport Milling Machine Series 1 102005	19,112	-3,166	15,946	USD
3016850	0	Ammo		21 Lonoke, AR	6/1/2017	Mitutoyo Electronic Height Gage 24" 102011	7,603	-731	6,872	USD
3016851	0	Ammo		21 Lonoke, AR	6/1/2017	Starrett Surface Plate 102013	5,016	-831	4,185	USD
3015209	0	Ammo		21 Lonoke, AR	7/21/2014	L2 Equipment - Electrical Connections To Lon2	18,748	-2,136	16,612	USD
3010924	0	Ammo		21 Lonoke, AR	2/15/2008	SPARE SUBSTATION #10 TRANSFORMER	30,636	-5,599	25,037	USD
2000151	0	Ammo		21 Lonoke, AR	2/15/2003	PR STORAGE BLDG DRIVES	5,402	-1,975	3,427	USD
2000160	0	Ammo		21 Lonoke, AR	6/15/2006	OS ELECTRICAL-ADVD WST TRTMT	5,444	-1,660	3,784	USD
2000069	4	Ammo		21 Lonoke, AR	12/1/1993	REBUILD PLANT ROAD 3.51MI 120595	22,009	-13,404	8,605	USD
2000069	6	Ammo		21 Lonoke, AR	9/15/1997	ADDL - REBUILD PLANT ROADS	6,070	-2,774	3,296	USD
2000070	0	Ammo		21 Lonoke, AR	12/1/1993	BITUMASTIC ROAD 16794SY	15,397	-9,378	6,019	USD
2000071	0	Ammo		21 Lonoke, AR	12/1/1993	BITUMASTIC ROAD 55488SY	50,871	-30,980	19,891	USD
2000073	1	Ammo		21 Lonoke, AR	2/15/1999	ADD'L SIDEWALK	3,829	-1,750	2,079	USD
2000076	1	Ammo		21 Lonoke, AR	12/1/1993	REBUILD MAIN PLANT PARK LOT 120226	19,055	-11,605	7,450	USD
2000076	2	Ammo		21 Lonoke, AR	9/15/1997	ADDL - REBUILD PARKING LOT/BASKETBALL COURT	17,368	-7,933	9,435	USD
2000080	0	Ammo		21 Lonoke, AR	12/1/1993	CONCRETE APRONS 1196SY	3,212	-1,958	1,254	USD
2000081	0	Ammo		21 Lonoke, AR	12/1/1993	PERIMETER FENCE 19962FT INCUDES 9 GATES	12,773	-7,779	4,994	USD
2000081	1	Ammo		21 Lonoke, AR	9/15/2004	ENTRANCE TURNSTILES	7,176	-2,624	4,552	USD
2000081	2	Ammo		21 Lonoke, AR	10/15/2014	SECURITY FENCE LEAD EMISSION 101896	13,235	-4,031	9,204	USD
2000100	1	Ammo		21 Lonoke, AR	11/15/1994	ADDL-RECONSTR 45'X65' LD STOR BLDG 2257	4,308	-2,624	1,684	USD
2000102	0	Ammo		21 Lonoke, AR	12/1/1993	EARTHEN BARRICATE 2235.3 C.F.	5,045	-3,074	1,971	USD
2000104	0	Ammo		21 Lonoke, AR	12/1/1993	EARTHEN BARRICATE 3490.6 C.Y.	9,659	-5,884	3,775	USD
2000114	0	Ammo		21 Lonoke, AR	12/1/1993	EARTHEN BARRICADE FOR #815	5,973	-3,639	2,334	USD
2000115	0	Ammo		21 Lonoke, AR	12/1/1993	ROADS FOR RIMFIRE	35,726	-21,758	13,968	USD
2000116	0	Ammo		21 Lonoke, AR	12/1/1993	EARTHEN BARRICADE BLDG #735 - SS CON	19,161	-11,671	7,490	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
2000116	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL EARTHEN BARRICADE #735 - SS CON	7,452	-4,539	2,913	USD
2000117	0	Ammo	21	Lonoke, AR	12/1/1993	ASPHALT/CONC ROAD BLDG #709 WEST-SS CON	8,902	-5,423	3,479	USD
2000149	0	Ammo	21	Lonoke, AR	3/15/2000	LAWN SPRINKLER SYSTEM 100713	4,833	-2,209	2,624	USD
2000161	0	Ammo	21	Lonoke, AR	2/15/2008	RECREATION AREA CULVERT	2,606	-795	1,811	USD
2000178	0	Ammo	21	Lonoke, AR	2/15/2010	CF LEAD DOCK PAVED DRIVE 101589	13,942	-3,640	10,302	USD
2000183	0	Ammo	21	Lonoke, AR	11/18/2013	PARKING LOT SECURITY IMPROVEMENT 101852	64,014	-19,492	44,522	USD
2000184	0	Ammo	21	Lonoke, AR	12/31/2013	SECURITY FENCING 101861	70,737	-21,540	49,197	USD
2000185	0	Ammo	21	Lonoke, AR	12/31/2013	SECURITY BADGE ACCESS GATES 101861	38,045	-11,585	26,460	USD
2000186	0	Ammo	21	Lonoke, AR	7/21/2014	L2 CONCRETE #1000 101862	675,946	-176,415	499,531	USD
2000188	0	Ammo	21	Lonoke, AR	7/21/2014	L2 MASONRY #1000 101862	220,213	-57,475	162,738	USD
2000190	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Substation Pads (2)	6,912	-1,805	5,107	USD
2000192	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Contract Parking Lot (Visitor overflow)	21,703	-5,666	16,037	USD
2000195	0	Ammo	21	Lonoke, AR	1/15/2015	AUTOMATIC GATE - PARKING LOT 101910	7,846	-1,793	6,053	USD
2000197	0	Ammo	21	Lonoke, AR	11/29/2015	Asphalt Main Parking Lot Phase 1 101931	36,984	-8,447	28,537	USD
2000197	1	Ammo	21	Lonoke, AR	8/26/2016	Asphalt Main Parking Lot Phase II 101984	37,217	-8,501	28,716	USD
2000197	2	Ammo	21	Lonoke, AR	8/5/2018	Asphalt Main Parking Lot Phase III 102047	225,000	-25,097	199,903	USD
2000199	0	Ammo	21	Lonoke, AR	5/28/2019	Fencing, Security for Reservoir 102021	13,259	-439	12,820	USD
7000335	0	Ammo	21	Lonoke, AR	11/30/2018	Reservoir, Hydrograph Control Release 102021	1,452,678	-96,381	1,356,297	USD
7000335	1	Ammo	21	Lonoke, AR	5/28/2019	Reservoir, Hydrograph Control Release Addtl 102021	76,336	-3,157	73,179	USD
7000335	2	Ammo	21	Lonoke, AR	9/27/2019	Reservoir, Hydrograph Control Release Addtl 102021	8,173	-205	7,968	USD
1000495	0	Ammo	21	Lonoke, AR	10/15/2004	PILOT PLANT BUILDING #614	19,800	-7,236	12,564	USD
1000495	1	Ammo	21	Lonoke, AR	10/15/2004	PP BUILDING LIGHTING	4,216	-1,542	2,674	USD
1000239	0	Ammo	21	Lonoke, AR	12/1/1993	R&D LAB BUILDING #610 3710 SQ FT	50,990	-31,053	19,937	USD
1000240	0	Ammo	21	Lonoke, AR	12/1/1993	R&D LAB BUILDING #611 240 SQ FT	4,121	-2,511	1,610	USD
3010410	3	Ammo	21	Lonoke, AR	3/15/2012	ADD'L R&D RANGE IMPROVEMENTS 101747	9,816	-2,564	7,252	USD
3010293	0	Ammo	21	Lonoke, AR	10/15/2004	PP BLDG EQUIPMENT/FIXTURE	7,229	-2,478	4,751	USD
3010524	0	Ammo	21	Lonoke, AR	2/15/2006	PP TEMP CONTROL SYS	3,337	-2,288	1,049	USD
3010529	0	Ammo	21	Lonoke, AR	2/15/2006	PP PROCESS CONTROL SYS	3,214	-2,203	1,011	USD
3016391	0	Ammo	21	Lonoke, AR	8/26/2016	Bullet Trap - Model 830W Box Trap 101945	23,152	-5,272	17,880	USD
3016391	1	Ammo	21	Lonoke, AR	8/26/2016	Bullet Trap - Model 830W Box Trap 101945	23,152	-5,272	17,880	USD
3016391	2	Ammo	21	Lonoke, AR	8/26/2016	Bullet Trap - Model 830W Box Trap 101945	23,152	-5,272	17,880	USD
3016391	3	Ammo	21	Lonoke, AR	8/26/2016	Bullet Trap - Model 830W Box Trap 101945	23,152	-5,272	17,880	USD
3016392	0	Ammo	21	Lonoke, AR	8/26/2016	Bullet Trap - Model PF130000 101945	15,069	-3,432	11,637	USD
3016392	1	Ammo	21	Lonoke, AR	8/26/2016	Bullet Trap - Model PF130000 101945	15,238	-3,471	11,767	USD
3012028	0	Ammo	21	Lonoke, AR	4/15/2009	RANGES 3 & 4 BACKSTOP SYS 101502	4,148	-3,791	357	USD
3012212	0	Ammo	21	Lonoke, AR	3/15/2010	RANGES 1 & 2 BACKSTOP SYS 101603	8,603	-7,860	743	USD
3012212	1	Ammo	21	Lonoke, AR	5/15/2012	ADD'L R-2 VELOCITY MEASURING SYS 101748	8,841	-4,040	4,801	USD
3014020	0	Ammo	21	Lonoke, AR	1/15/2013	SCROLL TRAPS RANGE 12 101790	10,673	-3,901	6,772	USD
3014021	0	Ammo	21	Lonoke, AR	1/15/2013	SCROLL TRAPS RANGE 13 101790	10,673	-3,901	6,772	USD
3011894	0	Ammo	21	Lonoke, AR	11/15/2008	R&D AUTOMATED BALANCE SYS	3,981	-3,638	343	USD
3012182	0	Ammo	21	Lonoke, AR	1/15/2010	R&D ELEMENTAL ANALYZER 101596	12,293	-11,230	1,063	USD
2000123	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE-R&D LAB 500'X10'	5,174	-3,152	2,022	USD
2000123	1	Ammo	21	Lonoke, AR	10/15/2004	PP EARTHEN BARRICADE	8,080	-2,954	5,126	USD
2000158	0	Ammo	21	Lonoke, AR	5/31/2005	Lonoke Range Enhancements - Berm Extension	3,513	-1,071	2,442	USD
3017114	0	Ammo	21	Lonoke, AR	6/30/2018	Cameras, Pelco IME-219, 4 R&D Bldg 610 - 102046	39,764	-4,437	35,327	USD
3017114	1	Ammo	21	Lonoke, AR	6/30/2018	Cameras, Dell Viewing Stations (2) R&D-610 102046	2,000	-225	1,775	USD
5000001	3	Ammo	21	Lonoke, AR	7/15/2010	YALE FAST CHARGE BATTERY 101643	4,312	-3,941	371	USD
5000003	1	Ammo	21	Lonoke, AR	7/15/2010	Battery, Fork Truck #37-Yale Fast Charge 101643	4,312	-3,941	371	USD
5000004	1	Ammo	21	Lonoke, AR	7/15/2010	Battery, Fork Truck #45-Yale Fast Charge-101643	4,312	-3,941	371	USD
5000032	1	Ammo	21	Lonoke, AR	12/15/2009	Battery, Deka For Truck- Deka-#41- 101569	4,361	-3,985	376	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
5000122	0	Ammo	21	Lonoke, AR	2/15/2007	2004 FORD F250 TRUCK	4,337	-2,973	1,364	USD
5000135	0	Ammo	21	Lonoke, AR	2/15/2010	2009 TOYOTA 8 PASS VAN 101627	8,611	-7,868	743	USD
5000184	0	Ammo	21	Lonoke, AR	8/27/2014	FORD EXPLOSIVE DELIVERY VAN 101887	12,936	-7,856	5,080	USD
5000121	0	Ammo	21	Lonoke, AR	11/15/2005	Truck, Whse Fork Lift-Nissan- #35 101176	4,526	-3,423	1,103	USD
5000121	1	Ammo	21	Lonoke, AR	7/15/2010	Battery, Fork Truck #35-Yale Fast Charge 101643	4,312	-3,941	371	USD
5000089	1	Ammo	21	Lonoke, AR	7/15/2010	Battery, Fork Truck #31-Fast Charge- 101643	4,312	-3,941	371	USD
5000098	1	Ammo	21	Lonoke, AR	10/15/2009	Battery, Fork Truck #50-Yale- 101557	2,540	-2,322	218	USD
5000124	0	Ammo	21	Lonoke, AR	4/15/2007	KUBOTA F3680 MOWER	4,170	-2,690	1,480	USD
5000125	0	Ammo	21	Lonoke, AR	6/15/2008	KABOTA F3680 MOWER	5,252	-4,800	452	USD
5000134	0	Ammo	21	Lonoke, AR	1/15/2010	KUBOTA F3680 4WD MOWER 101594	7,322	-6,690	632	USD
5000177	0	Ammo	21	Lonoke, AR	1/15/2013	TOYOTA EE WALKIE PALLET TRUCK 101805	3,088	-2,823	265	USD
5000178	0	Ammo	21	Lonoke, AR	1/15/2013	TOYOTA EE WALKIE PALLET TRUCK 101805	3,088	-2,823	265	USD
5000201	0	Ammo	21	Lonoke, AR	1/31/2019	Truck, 1998 Sterling LT9500 Remelt Box - 101941	39,237	-8,511	30,726	USD
4002308	0	Ammo	21	Lonoke, AR	12/30/2019	Software-Llumin Maintenance Dept- 102075	65,068	-3,734	61,334	USD
4002092	0	Ammo	21	Lonoke, AR	11/27/2013	Qlikview Seat Licenses CAR 240578	2,903	-2,645	258	USD
4002278	0	Ammo	21	Lonoke, AR	4/13/2017	Primer Pellet Weight Collection Software 101939	33,694	-30,688	3,006	USD
4002285	0	Ammo	21	Lonoke, AR	10/31/2017	Office Remod for RRR Maint -Software-101950/101949	9,572	-8,718	854	USD
4001816	0	Ammo	21	Lonoke, AR	2/15/2011	ELECTRONIC DATA COLLECTION SYS 101701	5,613	-5,128	485	USD
4002071	0	Ammo	21	Lonoke, AR	11/5/2013	Phones, UPG PBZ System- Avaya - 101855	27,392	-24,948	2,444	USD
4002106	0	Ammo	21	Lonoke, AR	4/21/2014	Switch, Network Core (2) - Cisco - 172.30.20.1	11,705	-10,662	1,043	USD
4002107	0	Ammo	21	Lonoke, AR	7/21/2014	L2 TELEPHONE & DATE SYS #1000 101862	14,853	-13,528	1,325	USD
4002159	0	Ammo	21	Lonoke, AR	3/20/2015	Server, Storage Cluster-HP DL380P Gen8	3,833	-3,492	341	USD
4002160	0	Ammo	21	Lonoke, AR	3/20/2015	Server, Storage Cluster-HP DL380P Gen8	3,833	-3,492	341	USD
4002275	0	Ammo	21	Lonoke, AR	3/31/2017	Switches, Cisco Network 4way (7) 2960X 101991A	7,960	-7,251	709	USD
4002276	0	Ammo	21	Lonoke, AR	3/31/2017	Switches, Cisco Network 4way (2) C3850 101991B	9,902	-9,021	881	USD
4002279	0	Ammo	21	Lonoke, AR	4/13/2017	Primer Pellet Weight Collection Hardware 101939	9,745	-8,877	868	USD
4002286	0	Ammo	21	Lonoke, AR	10/31/2017	Office Remod for RRR Maint -Comp Hard101950/101949	9,347	-8,514	833	USD
4002287	0	Ammo	21	Lonoke, AR	10/31/2017	DesignJet T795 Plotter for RRR Maint 101949	3,137	-2,859	278	USD
4002288	0	Ammo	21	Lonoke, AR	10/31/2017	Switches, Samsung 7400 Emer. Fire Phone 102008	24,426	-22,246	2,180	USD
4002290	0	Ammo	21	Lonoke, AR	10/31/2017	Primer Energetics Delta V13 Upgrade 102032	11,945	-10,880	1,065	USD
4002077	0	Ammo	21	Lonoke, AR	12/31/2013	SECURITY CAMERA & NETWORK 101861	45,675	-13,867	31,808	USD
4002077	1	Ammo	21	Lonoke, AR	12/15/2014	Add'k Keypad - Guard Shack 101861	2,846	-2,593	253	USD
4002097	0	Ammo	21	Lonoke, AR	1/3/2014	GUN CLUB SECURITY MONITORING SYS 101867	9,456	-2,871	6,585	USD
4002098	0	Ammo	21	Lonoke, AR	1/27/2014	CLOSE CIRCUIT NETWORK MIX HOUSES 101874	4,523	-4,120	403	USD
4002289	0	Ammo	21	Lonoke, AR	10/31/2017	CF Plating Room Card Access on 3 doors 102036	12,867	-11,720	1,147	USD
3010780	0	Ammo	21	Lonoke, AR	2/15/2007	RADIO PAGING SYSTEM 101282	10,756	-7,371	3,385	USD
3010780	1	Ammo	21	Lonoke, AR	5/30/2019	Repeater, Motorola SL5700 Digital Radio Sys 102067	5,202	-790	4,412	USD
3013439	0	Ammo	21	Lonoke, AR	7/15/2012	GRAIN SIZE MEASURE & ANALYSIS 101767	8,960	-8,186	774	USD
3014636	0	Ammo	21	Lonoke, AR	8/14/2014	ELECTROPOLISHER GRAIN SIZE ANALYZER 101895	4,524	-2,748	1,776	USD
3016678	0	Ammo	21	Lonoke, AR	3/3/2017	SCBA Unit with Tanks (Qty 12) 101998	32,874	-10,011	22,863	USD
3016929	0	Ammo	21	Lonoke, AR	10/31/2017	Office Remod for RRR Maint-Office Eq.101950/101949	9,205	-2,796	6,409	USD
3016939	0	Ammo	21	Lonoke, AR	10/31/2017	CF Trajectory Chart Printer-VideoJet 8610 102037	6,819	-2,072	4,747	USD
3016939	1	Ammo	21	Lonoke, AR	3/20/2018	VideoJet 8610 Add'l 102037	650	-650	0	USD
3010270	1	Ammo	21	Lonoke, AR	2/17/2014	RF CUPPING DIE SET 101875	10,065	-6,112	3,953	USD
3016393	0	Ammo	21	Lonoke, AR	8/26/2016	SS 32 Cavity Wad Mold for SM 12 101944	83,676	-30,485	53,191	USD
3007467	2	Ammo	21	Lonoke, AR	5/15/2008	ADD'L SS SP410 WAD MOLD	5,666	-5,178	488	USD
3012604	0	Ammo	21	Lonoke, AR	12/15/2010	410 STITCHED WAD MOLD 101642	3,158	-2,886	272	USD
3014268	0	Ammo	21	Lonoke, AR	1/1/2013	10GA WAD MOLD (MICRO) 101708	4,466	-4,069	397	USD
3014269	0	Ammo	21	Lonoke, AR	1/1/2013	20GA WAD MOLD (MICRO) 101708	9,610	-8,753	857	USD
3014523	0	Ammo	21	Lonoke, AR	5/14/2014	#5 EURO TRAY MOLD 101878	17,784	-10,798	6,986	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3016949	0	Ammo		21 Lonoke, AR	12/3/2017	Injection Mold Core Pins (4) 20 GA @ vendor 102040	8,924	-2,323	6,601	USD
3007722	2	Ammo		21 Lonoke, AR	11/25/2016	#290 Bullet Assy Overhaul - 101916	85,707	-26,020	59,687	USD
3007731	3	Ammo		21 Lonoke, AR	5/21/2015	REB NATIONAL HEADER #341 101901	149,834	-38,989	110,845	USD
3007731	4	Ammo		21 Lonoke, AR	10/1/2017	#341 National Header Overhaul 101960/101949	59,559	-12,055	47,504	USD
3014454	0	Ammo		21 Lonoke, AR	12/31/2013	SPARE CF DUPLEX POWDER CHARGER 101842	9,714	-5,900	3,814	USD
3014630	0	Ammo		21 Lonoke, AR	8/4/2014	#4 RIFLE TRAY MOLD 101877	47,422	-28,794	18,628	USD
3014634	0	Ammo		21 Lonoke, AR	8/4/2014	CF BULLET GAGE TALKER 101893	5,399	-3,279	2,120	USD
3015382	0	Ammo		21 Lonoke, AR	4/1/2014	Die Set- 3 Cut Progressive	18,982	-11,527	7,455	USD
3015383	0	Ammo		21 Lonoke, AR	4/1/2014	3 Cut die set/mounting brackets	33,361	-20,257	13,104	USD
3015384	0	Ammo		21 Lonoke, AR	4/1/2014	3 Cut Die Set	18,580	-11,283	7,297	USD
3009743	1	Ammo		21 Lonoke, AR	1/15/2010	ADD'L #33 BATTERY & CHARGER 101573	4,360	-1,993	2,367	USD
3009998	1	Ammo		21 Lonoke, AR	7/15/2010	Battery, Fork Truck #38	4,944	-2,259	2,685	USD
3010015	1	Ammo		21 Lonoke, AR	7/15/2010	Battery, Fork Truck #30-Yale- 101643	4,944	-2,259	2,685	USD
3015900	0	Ammo		21 Lonoke, AR	9/16/2015	DRY ICE CLEANING MCH - 101927	19,976	-4,044	15,932	USD
3006201	1	Ammo		21 Lonoke, AR	4/15/2011	REB PKG COMPRESSION TESTER 101578	11,660	-4,262	7,398	USD
3010927	0	Ammo		21 Lonoke, AR	2/15/2008	RF YALE ERP040TH RIDER TRUCK	6,424	-5,870	554	USD
3010949	0	Ammo		21 Lonoke, AR	3/15/2008	CNC HOLDING FIXTURES	3,757	-3,434	323	USD
3010960	0	Ammo		21 Lonoke, AR	4/15/2008	YALE ER0040AH RIDER FORK TRUCK	6,515	-5,952	563	USD
3010961	0	Ammo		21 Lonoke, AR	4/15/2008	YALE MOW040-E WALKER STACKER #12	3,814	-3,485	329	USD
3011021	0	Ammo		21 Lonoke, AR	8/15/2008	PACKAGING DROP TEST MACHINE	4,379	-4,001	378	USD
3011867	0	Ammo		21 Lonoke, AR	9/15/2008	BALLISTICS PEAK PRESSURE METERS (8) 101428	11,835	-10,812	1,023	USD
3012047	0	Ammo		21 Lonoke, AR	6/15/2009	MAINTENANCE DOT PEEN MARKING SYS	2,826	-1,722	1,104	USD
3012174	0	Ammo		21 Lonoke, AR	1/15/2010	SS LOAD HOPPERS (11) 101488	14,117	-6,449	7,668	USD
3012187	0	Ammo		21 Lonoke, AR	1/15/2010	YALE 4000LB RIDER TRUCK 101617	4,660	-2,129	2,531	USD
3012188	0	Ammo		21 Lonoke, AR	1/15/2010	Trucker, 2000LB Walker-Yale-101617	3,621	-1,655	1,966	USD
3012189	0	Ammo		21 Lonoke, AR	1/15/2010	YALE 4000LB WALKER TRUCK 101617	5,022	-2,295	2,727	USD
3012190	0	Ammo		21 Lonoke, AR	1/15/2010	YALE MPW050 PALLET TRUCK 101617	3,135	-1,433	1,702	USD
3012191	0	Ammo		21 Lonoke, AR	1/15/2010	FORK TRUCK MAINTENANCE LIFT 101621	8,814	-4,027	4,787	USD
3012192	0	Ammo		21 Lonoke, AR	1/15/2010	MAINTENANCE HIGH SPEED CAMERA 101623	3,203	-2,928	275	USD
3012206	0	Ammo		21 Lonoke, AR	2/15/2010	HOTSY PARTS WASHER #7663 101626	3,608	-1,649	1,959	USD
3012482	0	Ammo		21 Lonoke, AR	6/15/2010	METTLER POWDERWEIGHT SCALE 101641	6,372	-2,912	3,460	USD
3012527	0	Ammo		21 Lonoke, AR	8/15/2010	YALE MCW025-E WALKER STACKER 101640	6,677	-3,051	3,626	USD
3012550	0	Ammo		21 Lonoke, AR	9/15/2010	FLOOR SCRUBBER MDL 7300 101676	6,303	-2,880	3,423	USD
3012553	0	Ammo		21 Lonoke, AR	10/15/2010	TIGER VAC EXPLOSIVE PROOF VAC 101610	12,164	-5,558	6,606	USD
3012601	0	Ammo		21 Lonoke, AR	11/15/2010	YALE 4000LB WALKER STACKER 101675	3,278	-1,199	2,079	USD
3012706	0	Ammo		21 Lonoke, AR	1/15/2011	YALE WALKER STACKER 4000LB 101673	10,230	-3,739	6,491	USD
3012709	0	Ammo		21 Lonoke, AR	1/15/2011	SPARE CF LEAD EXTRUDER MOTOR 101702	8,819	-3,224	5,595	USD
3012710	0	Ammo		21 Lonoke, AR	1/15/2011	RF MONORAIL - HOIST 3T 101671	4,039	-1,477	2,562	USD
3013162	0	Ammo		21 Lonoke, AR	4/15/2011	PR CHEM MIX VAC PUMP (SPARE) 101704	3,521	-1,288	2,233	USD
3013162	1	Ammo		21 Lonoke, AR	9/15/2012	MODIFY PR CHEM VAC PUMP 101799	4,739	-1,444	3,295	USD
3013400	0	Ammo		21 Lonoke, AR	3/15/2012	FLUKE TI-32 THERMAL IMAGER 101769	4,923	-1,501	3,422	USD
3013431	0	Ammo		21 Lonoke, AR	5/15/2012	BULLET PULL MCH POWDER WEIGHT 101731	3,196	-976	2,220	USD
3013432	0	Ammo		21 Lonoke, AR	5/15/2012	BULLET PULL MCH BALLISTICS 101731	3,196	-976	2,220	USD
3014058	0	Ammo		21 Lonoke, AR	6/15/2013	MITSUBISHI MV24004 WIRE EDM 101825	105,323	-27,408	77,915	USD
3014058	1	Ammo		21 Lonoke, AR	11/25/2016	Mitsubishi MV2400S Wire EDM	156,458	-25,909	130,549	USD
3014059	0	Ammo		21 Lonoke, AR	6/15/2013	IM 6120 IMAGE DIMENSION MEASURMENT SYS 101838	30,887	-8,039	22,848	USD
3014096	0	Ammo		21 Lonoke, AR	7/15/2013	METTLER TOLEDO MIX SCALE #835 101811	3,118	-813	2,305	USD
3014097	0	Ammo		21 Lonoke, AR	7/15/2013	METTLER TOLEDO WET MIX SCALE #836 101811	3,118	-813	2,305	USD
3014098	0	Ammo		21 Lonoke, AR	7/15/2013	METTLER TOLEDO WET MIX SCALE #837 101811	3,118	-813	2,305	USD
3014099	0	Ammo		21 Lonoke, AR	7/15/2013	METTLER TOLEDO WET MIX SCALE #838 101811	3,118	-813	2,305	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3014521	0	Ammo	21	Lonoke, AR	4/22/2014	MARK-10 BULLET PULL - CF LOAD 101880	5,668	-1,292	4,376	USD
3014599	0	Ammo	21	Lonoke, AR	7/21/2014	BUTT WELDER 101826	6,523	-1,486	5,037	USD
3014602	0	Ammo	21	Lonoke, AR	7/21/2014	JIB CRANE/HOIST 101826	10,038	-2,287	7,751	USD
3014743	0	Ammo	21	Lonoke, AR	9/21/2014	JIB CRANE/HOIST 101826	10,234	-2,332	7,902	USD
3014779	0	Ammo	21	Lonoke, AR	9/2/2014	NORDSON HOT GLUE UNIT - RF 101884	5,857	-1,336	4,521	USD
3014780	0	Ammo	21	Lonoke, AR	9/2/2014	NORDSON HOT GLUE UNIT - SS 101884	5,857	-1,336	4,521	USD
3015292	0	Ammo	21	Lonoke, AR	1/15/2015	SPECTRO MAXX F BT CHEM LAB 101911	37,321	-7,555	29,766	USD
3015343	0	Ammo	21	Lonoke, AR	12/19/2014	Jib Crane/Hoist 101826	10,482	-2,123	8,359	USD
3015695	0	Ammo	21	Lonoke, AR	7/1/2015	High Pressure Calibration System 101914	44,987	-9,107	35,880	USD
6001427	0	Ammo	21	Lonoke, AR	3/15/2012	UPG SECURITY CAMERA SYSTEM 101757	7,284	-3,328	3,956	USD
6001476	0	Ammo	21	Lonoke, AR	3/15/2013	CF PLATE LOADER SURVEILLANCE 101808	8,463	-3,085	5,378	USD
6001482	0	Ammo	21	Lonoke, AR	8/15/2013	BALLISTICS SECURITY 101818	20,559	-7,491	13,068	USD
6001542	0	Ammo	21	Lonoke, AR	9/3/2017	Security Station Upgrades 102002	10,518	-2,130	8,388	USD
7000035	0	Ammo	21	Lonoke, AR	12/1/1993	PLANT REAL ESTATE 1044.22 ACRES	3,643,382	0	3,643,382	USD
7000035	1	Ammo	21	Lonoke, AR	12/1/1993	PLANT REAL ESTATE 37.00 ACRES	110,625	0	110,625	USD
7000035	2	Ammo	21	Lonoke, AR	12/1/1993	PLANT REAL ESTATE 7.21 ACRES	70,992	0	70,992	USD
1000469	1	Ammo	21	Lonoke, AR	1/15/2011	ADD'L BLDG 721 CONDUCTIVE FLOOR 101677	0	0	0	USD
1000511	0	Ammo	21	Lonoke, AR	2/15/2006	PP CONTROL BLDG #615	0	0	0	USD
2000150	0	Ammo	21	Lonoke, AR	12/15/2001	CONCRETE SLAB-RIFLE RANGE	0	0	0	USD
2000152	0	Ammo	21	Lonoke, AR	2/15/2003	EXPAND PARKING AREA	0	0	0	USD
2000155	0	Ammo	21	Lonoke, AR	9/15/2004	FLAG POLE INSTALLATION	0	0	0	USD
3002841	4	Ammo	21	Lonoke, AR	2/15/2004	ADD'L PROCESS CONTROL VALVES	0	0	0	USD
3002969	3	Ammo	21	Lonoke, AR	2/15/2004	PR WASTE TRMT CIRCULATING PUMP	0	0	0	USD
3003101	2	Ammo	21	Lonoke, AR	3/15/2004	ADD'L #183 CHANNEL FEED	0	0	0	USD
3003103	1	Ammo	21	Lonoke, AR	3/15/2004	ADD'L #177 CHANNEL FEED	0	0	0	USD
3003235	4	Ammo	21	Lonoke, AR	3/15/1995	ADD'L COOLING TABLE 2217	0	0	0	USD
3003235	5	Ammo	21	Lonoke, AR	3/15/2003	UPG TABLE CONTROLS	0	0	0	USD
3003964	1	Ammo	21	Lonoke, AR	2/15/2005	ADD'L INDEXER/MOD BOLSTER	0	0	0	USD
3004006	1	Ammo	21	Lonoke, AR	6/15/2003	ADD'L #810 METAL INDEXER	0	0	0	USD
3004034	2	Ammo	21	Lonoke, AR	6/15/2006	ADD'L 18 QT BOWL	0	0	0	USD
3004036	3	Ammo	21	Lonoke, AR	6/15/2006	ADD'L 18 QT BOWL	0	0	0	USD
3004882	1	Ammo	21	Lonoke, AR	8/15/2004	CF #347 CONVEYOR	0	0	0	USD
3005148	2	Ammo	21	Lonoke, AR	5/15/2001	ADD'L ALKALI CONTROL SYS	0	0	0	USD
3005148	3	Ammo	21	Lonoke, AR	10/15/2003	ADD'L RLC CHAIN DRIVE	0	0	0	USD
3005888	1	Ammo	21	Lonoke, AR	2/15/2001	CF BULLET FINISH MAC #289	0	0	0	USD
3008370	1	Ammo	21	Lonoke, AR	8/15/2001	POWDER INSPECTION SYSTEM	0	0	0	USD
3008969	1	Ammo	21	Lonoke, AR	8/15/2003	ADD'L BULLET PRESS	0	0	0	USD
3009230	1	Ammo	21	Lonoke, AR	3/15/2000	SKINETTA PACKER INSTALLATION	0	0	0	USD
3009370	1	Ammo	21	Lonoke, AR	12/15/2004	ADD'L POWDER DETECTS	0	0	0	USD
3009371	0	Ammo	21	Lonoke, AR	9/15/2000	BULLET ASSY MACHINE WFF #237 2853/100730	0	0	0	USD
3009386	0	Ammo	21	Lonoke, AR	10/15/2000	PR FILTER PRESS DISCHARGE PUMP	0	0	0	USD
3009387	0	Ammo	21	Lonoke, AR	10/15/2000	GAGETALKER WORKSTATION	0	0	0	USD
3009388	0	Ammo	21	Lonoke, AR	10/15/2000	GAGETALKER WORKSTATION	0	0	0	USD
3009389	0	Ammo	21	Lonoke, AR	10/15/2000	GAGETALKER WORKSTATION	0	0	0	USD
3009390	0	Ammo	21	Lonoke, AR	10/15/2000	PR COMPONENT WASH EQUIP	0	0	0	USD
3009446	0	Ammo	21	Lonoke, AR	11/15/2000	PR AREA WASTE SYSTEM	0	0	0	USD
3009458	0	Ammo	21	Lonoke, AR	12/15/2000	LA2B SPEED LATHE	0	0	0	USD
3009490	0	Ammo	21	Lonoke, AR	1/15/2001	SS LOAD PALLET TRUCK #71	0	0	0	USD
3009501	0	Ammo	21	Lonoke, AR	2/15/2001	BUGGY LIFT	0	0	0	USD
3009502	2	Ammo	21	Lonoke, AR	12/15/2002	SPARE VIDEO PROCESSOR	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3009502	6	Ammo	21	Lonoke, AR	12/15/2004	ADD'L COOLING IPS	0	0	0	USD
3009502	7	Ammo	21	Lonoke, AR	4/15/2005	ADD'L PISTOL CAMERA INSP SYSTEM	0	0	0	USD
3009502	8	Ammo	21	Lonoke, AR	7/15/2007	ADD'L - 100RD VALUE PACK SETUP	0	0	0	USD
3009502	9	Ammo	21	Lonoke, AR	8/15/2008	ADD'L RETURN CONVEYOR SYSTEM	0	0	0	USD
3009503	0	Ammo	21	Lonoke, AR	2/15/2001	CF BULLET FINISH MCH #288	0	0	0	USD
3009504	0	Ammo	21	Lonoke, AR	2/15/2001	YALE MCW020 LIFT TRUCK #18	0	0	0	USD
3009534	0	Ammo	21	Lonoke, AR	3/15/2001	LIFT TRUCK-2ND FLOOR AH&P #19	0	0	0	USD
3009537	0	Ammo	21	Lonoke, AR	3/15/2001	RECOIL GUN MOUNTS 100837	0	0	0	USD
3009538	0	Ammo	21	Lonoke, AR	3/15/2001	SULFURIC ACID STORAGE TANK	0	0	0	USD
3009539	0	Ammo	21	Lonoke, AR	3/15/2001	SHOT TOWER 5TH FLOOR EXHAUST FAN	0	0	0	USD
3009540	0	Ammo	21	Lonoke, AR	3/15/2001	LIFT TRUCK-SS 3RD FLOOR #23	0	0	0	USD
3009541	0	Ammo	21	Lonoke, AR	3/15/2001	WAREHOUSE OVERHEAD HEATERS	0	0	0	USD
3009549	0	Ammo	21	Lonoke, AR	4/15/2001	CHEM LAB WORK BENCH	0	0	0	USD
3009550	0	Ammo	21	Lonoke, AR	4/15/2001	45 GR JHP UMC #337	0	0	0	USD
3009554	0	Ammo	21	Lonoke, AR	5/15/2001	REB HEADER #136	0	0	0	USD
3009555	0	Ammo	21	Lonoke, AR	5/15/2001	#131 HEADING MACHINE	0	0	0	USD
3009557	0	Ammo	21	Lonoke, AR	5/15/2001	SS CASE PACKER CONVEYOR	0	0	0	USD
3009558	0	Ammo	21	Lonoke, AR	5/15/2001	#304 BLISS SHELL DRAW #222	0	0	0	USD
3009558	2	Ammo	21	Lonoke, AR	3/15/2003	#222-304 BLISS DRAW - CONVEYOR	0	0	0	USD
3009558	3	Ammo	21	Lonoke, AR	3/15/2003	SPARE 304 DRAW - DIE SET	0	0	0	USD
3009559	1	Ammo	21	Lonoke, AR	2/15/2008	RELOCATE BRINE TANK	0	0	0	USD
3009562	0	Ammo	21	Lonoke, AR	6/15/2001	Switch, A/C Network Cabinet- At 4 Way - 100875	0	0	0	USD
3009732	0	Ammo	21	Lonoke, AR	8/15/2001	BLT ASSY PRESS WFF 2931/100883	0	0	0	USD
3009743	0	Ammo	21	Lonoke, AR	9/15/2001	CF LEAD FORK TRUCK	0	0	0	USD
3009762	0	Ammo	21	Lonoke, AR	11/15/2001	#154B HEADING MACHINE	0	0	0	USD
3009763	0	Ammo	21	Lonoke, AR	11/15/2001	RF SHELL LUBE FILTERS	0	0	0	USD
3009763	1	Ammo	21	Lonoke, AR	9/15/2003	LUBING PIPING SHELLMAKERS	0	0	0	USD
3009764	0	Ammo	21	Lonoke, AR	11/15/2001	AUTO EXTERNAL DEFIBRILLATOR 100894	0	0	0	USD
3009765	0	Ammo	21	Lonoke, AR	1/31/1997	C-S SABOT ML ASSEMBLY MOLD, TOOLING	0	0	0	USD
3009833	0	Ammo	21	Lonoke, AR	12/15/2001	PR MIX TNR CONTROLS BLDG 711	0	0	0	USD
3009834	0	Ammo	21	Lonoke, AR	12/15/2001	CF ROTARY MOUTH ANNEAL #99	0	0	0	USD
3009835	0	Ammo	21	Lonoke, AR	12/15/2001	CF ROTARY MOUTH ANNEAL #101	0	0	0	USD
3009836	0	Ammo	21	Lonoke, AR	12/15/2001	ADD'L CF BLT ASSEMBLY	0	0	0	USD
3009837	0	Ammo	21	Lonoke, AR	12/15/2001	ADD'L CF BLT ASSEMBLY	0	0	0	USD
3009837	1	Ammo	21	Lonoke, AR	5/6/2014	UPG DISPLAY #289 101863	0	0	0	USD
3009838	0	Ammo	21	Lonoke, AR	10/15/2001	TAPER PRESS #96	0	0	0	USD
3009838	1	Ammo	21	Lonoke, AR	3/15/2002	ADD'L TAPER PRESS	0	0	0	USD
3009851	0	Ammo	21	Lonoke, AR	1/15/2002	UPGRADE CF HEADER #152	0	0	0	USD
3009852	0	Ammo	21	Lonoke, AR	1/15/2002	HYDRAULIC SHEET METAL BRAKE	0	0	0	USD
3009855	0	Ammo	21	Lonoke, AR	2/15/2002	TOOL INSPECTION AIR CONDITIONER	0	0	0	USD
3009857	0	Ammo	21	Lonoke, AR	2/15/2002	PR THERMAL LABEL PRINTER ZEBRA #1055e	0	0	0	USD
3009865	0	Ammo	21	Lonoke, AR	3/15/2002	YALE WALKER STACKER	0	0	0	USD
3009866	0	Ammo	21	Lonoke, AR	3/15/2002	YALE WALKER STACKER	0	0	0	USD
3009867	0	Ammo	21	Lonoke, AR	3/15/2002	GATE HOUSE GENERATOR	0	0	0	USD
3009868	0	Ammo	21	Lonoke, AR	3/15/2002	BULLET GROOVING MACHING	0	0	0	USD
3009888	0	Ammo	21	Lonoke, AR	4/15/2002	PISTOL ANVIL DIE SET - 11STATION	0	0	0	USD
3009895	0	Ammo	21	Lonoke, AR	5/15/2002	WHEELED STRETCHER	0	0	0	USD
3009939	0	Ammo	21	Lonoke, AR	7/15/2002	223 MANURHIN LOADER #4	0	0	0	USD
3009939	3	Ammo	21	Lonoke, AR	7/15/2005	POWDER STACK	0	0	0	USD
3009939	4	Ammo	21	Lonoke, AR	7/15/2005	PRIMER WATER PROOFING	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3009964	0	Ammo	21	Lonoke, AR	8/15/2002	RF STORAGE AREA STEAM LINE	0	0	0	USD
3009965	0	Ammo	21	Lonoke, AR	8/15/2002	CF TAPER AIR LINE	0	0	0	USD
3009966	0	Ammo	21	Lonoke, AR	8/15/2002	BALLISTICS RANGE 7-15 EXHAUST SYSTEM	0	0	0	USD
3009970	0	Ammo	21	Lonoke, AR	9/15/2002	REB #151 CF HEADER	0	0	0	USD
3009971	0	Ammo	21	Lonoke, AR	9/15/2002	YALE MPB040 PALLET TRUCK #66	0	0	0	USD
3009991	0	Ammo	21	Lonoke, AR	11/15/2002	CF ROTARY MOUTH ANNEAL #100	0	0	0	USD
3009992	0	Ammo	21	Lonoke, AR	11/15/2002	CF ROTARY MOUTH ANNEAL #102	0	0	0	USD
3009993	0	Ammo	21	Lonoke, AR	11/15/2002	REV OSMOSIS UNIT BLDG 712	0	0	0	USD
3009998	0	Ammo	21	Lonoke, AR	12/15/2002	Truck, Fork Lift-Yale ERC 050-Yard Svc Garage #967	0	0	0	USD
3009999	0	Ammo	21	Lonoke, AR	12/15/2002	YALE ERC060 FORK TRUCK	0	0	0	USD
3010003	0	Ammo	21	Lonoke, AR	1/15/2003	BALLISTICS OSCILLOSCOPE 100991	0	0	0	USD
3010007	0	Ammo	21	Lonoke, AR	2/15/2003	PLATE COUNTER SYSTEM	0	0	0	USD
3010008	0	Ammo	21	Lonoke, AR	2/15/2003	DIGITAL HEIGHT GAUGE 100983	0	0	0	USD
3010012	0	Ammo	21	Lonoke, AR	3/15/2003	#171-304 BLISS DRAW - CONVEYOR	0	0	0	USD
3010012	1	Ammo	21	Lonoke, AR	3/15/2003	304 DRAW DIE SET	0	0	0	USD
3010012	2	Ammo	21	Lonoke, AR	3/15/2003	304 DRAW PRESS - DIE SET	0	0	0	USD
3010013	0	Ammo	21	Lonoke, AR	3/15/2003	304 DRAW PRESS - DIE SET	0	0	0	USD
3010014	0	Ammo	21	Lonoke, AR	3/15/2003	#807 WASH UNIT	0	0	0	USD
3010015	0	Ammo	21	Lonoke, AR	3/15/2003	Truck, Fork Lift-Nissan Rider #38/#1305	0	0	0	USD
3010016	0	Ammo	21	Lonoke, AR	3/15/2003	NISSAN FORK LIFT	0	0	0	USD
3010017	0	Ammo	21	Lonoke, AR	3/15/2003	NISSAN PALLET TRUCK	0	0	0	USD
3010018	0	Ammo	21	Lonoke, AR	3/15/2003	CHEM LAB PURE WATER UNIT	0	0	0	USD
3010020	0	Ammo	21	Lonoke, AR	3/15/2003	PITNEY BOWES MAIL MACHINE 101010	0	0	0	USD
3010045	0	Ammo	21	Lonoke, AR	5/15/2003	RF LABEL APPLICATOR MODEL 630	0	0	0	USD
3010046	0	Ammo	21	Lonoke, AR	5/15/2003	WF TRANSFER PRESS #234A 101114	0	0	0	USD
3010046	1	Ammo	21	Lonoke, AR	12/15/2004	ADD'L INS TRANSFER PRESS #234A	0	0	0	USD
3010046	2	Ammo	21	Lonoke, AR	7/15/2008	ADD'L 234A 30CAL CHANGE PARTS	0	0	0	USD
3010047	0	Ammo	21	Lonoke, AR	5/15/2003	WF TRANSFER PRESS (PCH) 101012	0	0	0	USD
3010048	0	Ammo	21	Lonoke, AR	5/15/2003	#4 BLISS HEADER (PCH)	0	0	0	USD
3010049	0	Ammo	21	Lonoke, AR	5/15/2003	#4 BLISS HEADER (PCH)	0	0	0	USD
3010083	0	Ammo	21	Lonoke, AR	7/15/2003	3-TON BRIDGE CRANE	0	0	0	USD
3010084	0	Ammo	21	Lonoke, AR	7/15/2003	HYDRAULIC LIFT - YARD SERVICE	0	0	0	USD
3010086	0	Ammo	21	Lonoke, AR	7/15/2003	1000GAL PROPANE TANK	0	0	0	USD
3010087	0	Ammo	21	Lonoke, AR	7/15/2003	1000GAL PROPANE TANK	0	0	0	USD
3010096	0	Ammo	21	Lonoke, AR	9/15/2003	COLOR BLENDER	0	0	0	USD
3010099	0	Ammo	21	Lonoke, AR	9/15/2003	AMUT 40 TON CHILLER	0	0	0	USD
3010100	0	Ammo	21	Lonoke, AR	9/15/2003	VACUUM BLOWER	0	0	0	USD
3010102	0	Ammo	21	Lonoke, AR	9/15/2003	ADD'L #154 HEADER	0	0	0	USD
3010132	0	Ammo	21	Lonoke, AR	10/15/2003	COMPONENT PR SEALING UNIT	0	0	0	USD
3010133	0	Ammo	21	Lonoke, AR	10/15/2003	SS PLASTICS COLOR METER	0	0	0	USD
3010134	0	Ammo	21	Lonoke, AR	10/15/2003	SOUTHBEND LATHE	0	0	0	USD
3010137	1	Ammo	21	Lonoke, AR	11/15/2004	RLC NITRATION SCRUBBER UNIT	0	0	0	USD
3010138	0	Ammo	21	Lonoke, AR	12/15/2003	GAGE INSP AIR CONDITIONER	0	0	0	USD
3010139	0	Ammo	21	Lonoke, AR	12/15/2003	LOT CODE IMPRINTER CC250TT	0	0	0	USD
3010140	0	Ammo	21	Lonoke, AR	12/15/2003	LOT CODE IMPRINTER CC250TT	0	0	0	USD
3010204	0	Ammo	21	Lonoke, AR	1/15/2004	SHOT TOWER 11TH FLR GRAVITY CONVEYOR	0	0	0	USD
3010224	0	Ammo	21	Lonoke, AR	2/15/2004	CF PACK GLUE APPLICATOR	0	0	0	USD
3010228	0	Ammo	21	Lonoke, AR	2/15/2004	BARCODE VERIFIER SCANNER	0	0	0	USD
3010229	0	Ammo	21	Lonoke, AR	2/15/2004	CRANE LABEL PRINTER ZEBRA 170XIII	0	0	0	USD
3010233	0	Ammo	21	Lonoke, AR	3/15/2004	METTLER TOLEDO CHECKWEIGHTER	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3010235	0	Ammo	21	Lonoke, AR	3/15/2004	PRECISION TIG WELDER	0	0	0	USD
3010250	0	Ammo	21	Lonoke, AR	5/15/2004	#38 - 357 PRIMER FEED SYSTEM	0	0	0	USD
3010251	0	Ammo	21	Lonoke, AR	5/15/2004	SPARE IPS BELT	0	0	0	USD
3010253	0	Ammo	21	Lonoke, AR	6/15/2004	SPARE SUBSTATION #8 TRANSFORMER	0	0	0	USD
3010254	0	Ammo	21	Lonoke, AR	6/15/2004	#835 WET MIX TIMING CONTROLS	0	0	0	USD
3010255	0	Ammo	21	Lonoke, AR	6/15/2004	#836 WET MIX TIMING CONTROLS	0	0	0	USD
3010256	0	Ammo	21	Lonoke, AR	6/15/2004	#837 WET MIX TIMING CONTROLS	0	0	0	USD
3010258	0	Ammo	21	Lonoke, AR	6/15/2004	#838 WET MIX TIMING CONTROL	0	0	0	USD
3010267	0	Ammo	21	Lonoke, AR	8/15/2004	UPGRADE CF HEADER #145	0	0	0	USD
3010268	0	Ammo	21	Lonoke, AR	8/15/2004	CF #344 SWAGE CONVEYOR	0	0	0	USD
3010268	1	Ammo	21	Lonoke, AR	1/15/2005	ADD'L #344 SWAGE MCH (OVH)	0	0	0	USD
3010269	0	Ammo	21	Lonoke, AR	8/15/2004	CF #345 SWAGE CONVEYOR	0	0	0	USD
3010270	0	Ammo	21	Lonoke, AR	8/15/2004	RF CUPPING DIE SET	0	0	0	USD
3010271	0	Ammo	21	Lonoke, AR	8/15/2004	Folder Sealer Unit, Formax-Payroll office-101127	0	0	0	USD
3010280	0	Ammo	21	Lonoke, AR	9/15/2004	SS SALVAGE SHOT SEPARATOR	0	0	0	USD
3010281	0	Ammo	21	Lonoke, AR	9/15/2004	CLARIFIER PH CONTROL SYSTEM	0	0	0	USD
3010283	0	Ammo	21	Lonoke, AR	10/15/2004	PP WALK-IN FUME HOOD	0	0	0	USD
3010284	0	Ammo	21	Lonoke, AR	10/15/2004	PP TABLE FUME HOOD	0	0	0	USD
3010285	0	Ammo	21	Lonoke, AR	10/15/2004	PP RO SYSTEM	0	0	0	USD
3010286	0	Ammo	21	Lonoke, AR	10/15/2004	PP OUTSIDE POWER POLE/WIRING	0	0	0	USD
3010287	0	Ammo	21	Lonoke, AR	10/15/2004	PP BUILDING ELECTRICAL	0	0	0	USD
3010287	1	Ammo	21	Lonoke, AR	2/15/2006	BLDG #614 ELECTRIC	0	0	0	USD
3010288	0	Ammo	21	Lonoke, AR	10/15/2004	PP PROCESS SEWER	0	0	0	USD
3010288	1	Ammo	21	Lonoke, AR	2/15/2006	PP WASTE WATER SYS	0	0	0	USD
3010289	0	Ammo	21	Lonoke, AR	10/15/2004	PP SPECIALTY GAS PIPING	0	0	0	USD
3010290	0	Ammo	21	Lonoke, AR	10/15/2004	PP AIR/VACUUM SERVICE	0	0	0	USD
3010291	0	Ammo	21	Lonoke, AR	10/15/2004	PP WATER SERVICE	0	0	0	USD
3010292	0	Ammo	21	Lonoke, AR	10/15/2004	PP STEAM SERVICE	0	0	0	USD
3010295	0	Ammo	21	Lonoke, AR	10/15/2004	SS CAP PRESS GAUGING SYSTEM	0	0	0	USD
3010296	0	Ammo	21	Lonoke, AR	10/15/2004	SS HH GAUGING SYSTEM	0	0	0	USD
3010297	0	Ammo	21	Lonoke, AR	10/15/2004	SS EXTRUDE GAUGING SYSTEM	0	0	0	USD
3010315	0	Ammo	21	Lonoke, AR	11/15/2004	#343 MANVILLE SWAGE MACHINE	0	0	0	USD
3010316	0	Ammo	21	Lonoke, AR	11/15/2004	CLOSED LOOP COOLING BLT REFINISH	0	0	0	USD
3010318	0	Ammo	21	Lonoke, AR	11/15/2004	CNC MILLING MACHINE	0	0	0	USD
3010353	0	Ammo	21	Lonoke, AR	1/15/2005	CYLINDRICAL GRINDER	0	0	0	USD
3010354	0	Ammo	21	Lonoke, AR	1/15/2005	#413 HALF HEADER (OVH)	0	0	0	USD
3010355	0	Ammo	21	Lonoke, AR	1/15/2005	#414 HALF HEADER (OVH)	0	0	0	USD
3010356	0	Ammo	21	Lonoke, AR	1/15/2005	PR SS CUPPING DIE SET	0	0	0	USD
3010357	0	Ammo	21	Lonoke, AR	1/15/2005	MEDICAL ECG MACHINE 101148	0	0	0	USD
3010365	0	Ammo	21	Lonoke, AR	2/15/2005	VACUUM PUMPS 2 BLDG 712	0	0	0	USD
3010366	0	Ammo	21	Lonoke, AR	2/15/2005	COMPONENT PACK TAPE MACHINE	0	0	0	USD
3010369	0	Ammo	21	Lonoke, AR	3/15/2005	.375 CALIBER CLU PRODUCT GAGES EX70680 101159	0	0	0	USD
3010370	0	Ammo	21	Lonoke, AR	3/15/2005	.375 CALIBER CLU PRODUCT GAGE EX70680 101159	0	0	0	USD
3010371	0	Ammo	21	Lonoke, AR	3/15/2005	SHOT TOWER 6TH FLOOR PLATFORM	0	0	0	USD
3010372	0	Ammo	21	Lonoke, AR	3/15/2005	WASTE TREATMENT CAUSTIC PUMP	0	0	0	USD
3010411	0	Ammo	21	Lonoke, AR	3/15/2003	R/C HYDROSTATIC PUMP	0	0	0	USD
3010413	0	Ammo	21	Lonoke, AR	6/15/2005	CF PLATE LOADER DUST COLLECTOR	0	0	0	USD
3010414	0	Ammo	21	Lonoke, AR	6/15/2005	SHAFT/BELT ALIGNMENT UNIT	0	0	0	USD
3010415	0	Ammo	21	Lonoke, AR	6/15/2005	BEARING HEATER	0	0	0	USD
3010418	0	Ammo	21	Lonoke, AR	7/15/2005	RELOCATE PLATE LOADER #1	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3010420	0	Ammo	21	Lonoke, AR	7/15/2005	GAGE LAB DIGITAL OPTICAL COMPARATOR 101173	0	0	0	USD
3010429	0	Ammo	21	Lonoke, AR	8/15/2005	TOLEDO SCALE RF PRIMING	0	0	0	USD
3010457	0	Ammo	21	Lonoke, AR	9/15/2005	SS PACK LABEL PRINTER ZEBRA 170X.III	0	0	0	USD
3010459	0	Ammo	21	Lonoke, AR	10/15/2005	BALLISTICS UNIVERSAL RECEIVERS (5) 101187	0	0	0	USD
3010460	0	Ammo	21	Lonoke, AR	10/15/2005	SIMPLEX LDR/H-WAD FEEDER	0	0	0	USD
3010462	0	Ammo	21	Lonoke, AR	10/15/2005	ELECTRO ARC METAL DISINTEGRATOR 101206	0	0	0	USD
3010463	0	Ammo	21	Lonoke, AR	10/15/2005	SPARE #727 ANNEAL BELT	0	0	0	USD
3010464	0	Ammo	21	Lonoke, AR	10/15/2005	LEAD STYPHNATE WEIGH SCALE	0	0	0	USD
3010470	1	Ammo	21	Lonoke, AR	1/15/2006	ADD'L LINKING MACHINE	0	0	0	USD
3010471	0	Ammo	21	Lonoke, AR	11/15/2005	SHOT TOWER FEED LINES	0	0	0	USD
3010503	0	Ammo	21	Lonoke, AR	12/15/2005	RF LAPPING HEAD	0	0	0	USD
3010516	0	Ammo	21	Lonoke, AR	1/15/2006	SLUG FEEDER 965, 966, 967	0	0	0	USD
3010517	0	Ammo	21	Lonoke, AR	1/15/2006	SLUG FEEDER 974, 975, 976	0	0	0	USD
3010518	0	Ammo	21	Lonoke, AR	1/15/2006	SS CLAM PACK FORMING TOOL	0	0	0	USD
3010522	0	Ammo	21	Lonoke, AR	2/15/2006	BLISS HEADER #144 OVERHAUL	0	0	0	USD
3010523	0	Ammo	21	Lonoke, AR	2/15/2006	PP VIDEO MONITORING SYS	0	0	0	USD
3010525	0	Ammo	21	Lonoke, AR	2/15/2006	PP CHEMICAL FEED SYS	0	0	0	USD
3010526	0	Ammo	21	Lonoke, AR	2/15/2006	BLDG #615 ELECTRIC	0	0	0	USD
3010527	0	Ammo	21	Lonoke, AR	2/15/2006	BLDG #615 HEAT & AIR	0	0	0	USD
3010528	0	Ammo	21	Lonoke, AR	2/15/2006	PP REACTOR/VESSELS	0	0	0	USD
3010528	1	Ammo	21	Lonoke, AR	4/15/2008	REPLACE REACTOR	0	0	0	USD
3010598	0	Ammo	21	Lonoke, AR	4/15/2006	BOILER - POWDER POUR 814	0	0	0	USD
3010690	0	Ammo	21	Lonoke, AR	6/15/2006	ISCO SAMPLER-ADV D TREATMENT	0	0	0	USD
3010691	0	Ammo	21	Lonoke, AR	6/15/2006	ADV D TRTMT GENERATOR	0	0	0	USD
3010694	0	Ammo	21	Lonoke, AR	7/15/2006	PR COMPONENT LABEL PRINTER	0	0	0	USD
3010695	0	Ammo	21	Lonoke, AR	7/15/2006	UPG #573 TAMP & FOIL PRESS	0	0	0	USD
3010721	0	Ammo	21	Lonoke, AR	8/15/2006	MODEL 1812 TRAILER MOUNTED WATER JET	0	0	0	USD
3010724	0	Ammo	21	Lonoke, AR	9/15/2006	METTLER TOLEDO SCALE	0	0	0	USD
3010725	0	Ammo	21	Lonoke, AR	9/15/2006	BLDG 712 MOISTURE ANALYZER	0	0	0	USD
3010727	1	Ammo	21	Lonoke, AR	9/15/2006	ADD'L CONVEYOR SYSTEMS	0	0	0	USD
3010727	2	Ammo	21	Lonoke, AR	9/15/2006	ADD'L CASE TAPE MACHINE	0	0	0	USD
3010740	0	Ammo	21	Lonoke, AR	11/15/2006	MAINTENANCE PRESSURE WASHER	0	0	0	USD
3010741	0	Ammo	21	Lonoke, AR	11/15/2006	FIRE EXTINGUISHER SIMULATOR 101283	0	0	0	USD
3010744	0	Ammo	21	Lonoke, AR	12/15/2006	2 PCB PEAK PRESSURE SYSTEMS 101273	0	0	0	USD
3010745	0	Ammo	21	Lonoke, AR	12/15/2006	PR BREAK ROOM ICE MAKER	0	0	0	USD
3016112	0	Ammo	21	Lonoke, AR	3/1/2016	P J TRAILER GOOSENECK	0	0	0	USD
4001261	0	Ammo	21	Lonoke, AR	11/15/2000	Server, Warehouse Network(raw mat wall) - 100757	0	0	0	USD
4001291	0	Ammo	21	Lonoke, AR	5/1/1998	Printer, Barcode in Warehouse-Zebra	0	0	0	USD
4001382	0	Ammo	21	Lonoke, AR	9/15/2004	EMPLOYEE ID BADGE SYSTEM 101088	0	0	0	USD
4001382	1	Ammo	21	Lonoke, AR	10/15/2007	ID BADGE PRINTER 101358	0	0	0	USD
5000103	0	Ammo	21	Lonoke, AR	9/15/2000	EXPLOSIVE DELIVERY TRUCK	0	0	0	USD
5000104	0	Ammo	21	Lonoke, AR	11/15/2000	Truck, Electric Jeep- Yale- #56 & #58 - 100841	0	0	0	USD
5000109	0	Ammo	21	Lonoke, AR	12/15/2002	TENNET POWER SCRUBBER	0	0	0	USD
5000109	1	Ammo	21	Lonoke, AR	11/25/2016	Nobles 24 inch Scrubbers	0	0	0	USD
5000109	2	Ammo	21	Lonoke, AR	11/25/2016	Nobles 24 inch Scrubbers	0	0	0	USD
5000109	3	Ammo	21	Lonoke, AR	11/25/2016	Nobles 24 inch Scrubbers	0	0	0	USD
5000109	4	Ammo	21	Lonoke, AR	11/25/2016	Nobles 24 inch Scrubbers	0	0	0	USD
5000109	5	Ammo	21	Lonoke, AR	11/25/2016	Nobles 24 inch Scrubbers	0	0	0	USD
5000110	0	Ammo	21	Lonoke, AR	1/15/2003	KUBOTA MOWER	0	0	0	USD
5000111	0	Ammo	21	Lonoke, AR	2/15/2003	CHEVROLET ASTRO VAN	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
5000112	0	Ammo		21 Lonoke, AR	2/15/2003	POLARIS RANGER	0	0	0	USD
5000115	0	Ammo		21 Lonoke, AR	4/15/2003	2002 CHEV ASTRO VAN	0	0	0	USD
5000118	0	Ammo		21 Lonoke, AR	4/15/2005	1991 CHEVEROLET S-10 TRUCK	0	0	0	USD
5000192	0	Ammo		21 Lonoke, AR	3/1/2016	1993 FORD AEROSTAR	0	0	0	USD
5000194	0	Ammo		21 Lonoke, AR	3/1/2016	1995 FORD TRUCK F-250	0	0	0	USD
5000195	0	Ammo		21 Lonoke, AR	3/1/2016	1995 FORD AEROSTAR	0	0	0	USD
6001279	0	Ammo		21 Lonoke, AR	2/15/2003	CHEM LAB STEREOSCOPE	0	0	0	USD
6001280	0	Ammo		21 Lonoke, AR	2/15/2004	MEDICAL X-RAY PROCESSOR 101070	0	0	0	USD
6001281	0	Ammo		21 Lonoke, AR	10/15/2004	PP LAB FIXTURES	0	0	0	USD
6001282	0	Ammo		21 Lonoke, AR	2/15/2005	RESPIRATOR FIT TEST UNIT 101149	0	0	0	USD
3007467	0	Ammo		21 Lonoke, AR	1/15/1997	36 CAVITY SP410 WAD MOLD	0	0	0	USD
3007467	1	Ammo		21 Lonoke, AR	3/15/2007	ADD'L SS 410 WAD MOLD	0	0	0	USD
3009187	0	Ammo		21 Lonoke, AR	2/15/2000	20GA COPPER SOLID SABOT MOLD 100686	0	0	0	USD
3010101	0	Ammo		21 Lonoke, AR	9/15/2003	12GA SABOT MOLD	0	0	0	USD
3011001	0	Ammo		21 Lonoke, AR	7/15/2008	12 ga ACCUTIP - 8 CAVITY MOLD	0	0	0	USD
3011992	0	Ammo		21 Lonoke, AR	1/15/2009	20 GA ACCUTIP - 6 CAVITY MOLD @ VENDOR	0	0	0	USD
3012716	0	Ammo		21 Lonoke, AR	2/15/2011	#3 - 8 CAVITY TRAY MOLD 101665	0	0	0	USD
1000220	3	Ammo		21 Lonoke, AR	12/1/1993	ADDITIONAL FLASHING ON ROOF	0	0	0	USD
1000220	4	Ammo		21 Lonoke, AR	12/1/1993	WAREHOUSE DOOR SENSORS	0	0	0	USD
1000220	5	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST WOMEN'S LOCKER ROOM	0	0	0	USD
1000220	11	Ammo		21 Lonoke, AR	12/1/1993	RITE-HITE DOK-LOK SCR BRASS 120049	0	0	0	USD
1000220	13	Ammo		21 Lonoke, AR	3/15/2000	ADD'L LIGHTING EMPLOYEE SALES 100704	0	0	0	USD
1000220	17	Ammo		21 Lonoke, AR	9/15/2006	ADD'L PRODUCT SERVICE SOUND PROOF	0	0	0	USD
1000221	1	Ammo		21 Lonoke, AR	12/1/1993	INSTRUMENT TEST ROOM 10'X9' BALLISTICS	0	0	0	USD
1000221	2	Ammo		21 Lonoke, AR	12/1/1993	STEAM HEAT BALLISTICS 52-12228-101-00	0	0	0	USD
1000222	1	Ammo		21 Lonoke, AR	12/1/1993	BUILDING ADDITION U	0	0	0	USD
1000225	2	Ammo		21 Lonoke, AR	5/15/1998	REBUILD RESTROOMS - GATEHOUSE	0	0	0	USD
1000226	1	Ammo		21 Lonoke, AR	7/15/1997	ADDL-BLDG 504 AWNING	0	0	0	USD
1000229	0	Ammo		21 Lonoke, AR	12/1/1993	LEAD PAD STORAGE BUILDING 510	0	0	0	USD
1000229	1	Ammo		21 Lonoke, AR	12/1/1993	CONCRETE PAD-LEAD STORAGE	0	0	0	USD
1000230	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST - BLDG #600 110572	0	0	0	USD
1000230	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL-LAB BLDG #600 120479	0	0	0	USD
1000231	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST - BLDG #601 110572	0	0	0	USD
1000231	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL-PARTITION/FLOOR #601 120479	0	0	0	USD
1000234	0	Ammo		21 Lonoke, AR	12/1/1993	POLYMER STORAGE BLDG #606 120479	0	0	0	USD
1000237	0	Ammo		21 Lonoke, AR	12/1/1993	WAREHOUSE SCALE HOUSE 507	0	0	0	USD
1000238	0	Ammo		21 Lonoke, AR	12/1/1993	HVAC RMI	0	0	0	USD
1000239	1	Ammo		21 Lonoke, AR	10/15/1994	ADDL-MISCL BLD #610 2901	0	0	0	USD
1000241	0	Ammo		21 Lonoke, AR	12/1/1993	R&D LAB BUILDING #612 144 SQ FT	0	0	0	USD
1000241	1	Ammo		21 Lonoke, AR	10/15/1994	ADDL-CONCRETE WALLS #612 2901	0	0	0	USD
1000242	0	Ammo		21 Lonoke, AR	12/1/1993	R&D LAB BUILDING #613 144 SQ FT	0	0	0	USD
1000243	5	Ammo		21 Lonoke, AR	12/1/1993	ADMIN & CF MFG BLDG-ADDITIONAL COST	0	0	0	USD
1000243	6	Ammo		21 Lonoke, AR	12/1/1993	WATER LINE-SS REDUCING STA TO S'FOAM MO	0	0	0	USD
1000243	7	Ammo		21 Lonoke, AR	12/1/1993	ADD'L POWER WIRING-C.F.	0	0	0	USD
1000243	16	Ammo		21 Lonoke, AR	8/15/1996	ADDL - CF PACK FENCE PANELS	0	0	0	USD
1000243	18	Ammo		21 Lonoke, AR	12/15/1996	ADDL - 8 GA INDUSTRIAL OFFICES	0	0	0	USD
1000243	19	Ammo		21 Lonoke, AR	1/15/1997	ADDL-CF LEAD DOCK DOK-LOC	0	0	0	USD
1000243	20	Ammo		21 Lonoke, AR	12/15/1997	CF PRIMING DOCK COVERING	0	0	0	USD
1000243	22	Ammo		21 Lonoke, AR	11/15/2000	CF LOADING DOORS	0	0	0	USD
1000243	39	Ammo		21 Lonoke, AR	3/28/2014	RPL BUSS DUCTS ADD'L COST 101871	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
1000244	0	Ammo	21	Lonoke, AR	12/1/1993	ADDITIONAL COST OF BUILDING SHOT SHELL	0	0	0	USD
1000244	3	Ammo	21	Lonoke, AR	6/15/1994	ADDL-STEAM UNIT HEATER-SS DOCK 2223	0	0	0	USD
1000244	9	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-SS FIRE PROTECTION	0	0	0	USD
1000244	10	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-DOORS-ELECTRIC SHOP	0	0	0	USD
1000244	13	Ammo	21	Lonoke, AR	12/1/1993	MAINT. WORK AREA BLK WALL 120195 120066U	0	0	0	USD
1000244	16	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-RLC SPARE PTS CRIB 120321	0	0	0	USD
1000244	17	Ammo	21	Lonoke, AR	9/15/1995	ADDL - SS BLDG #473 FLOOR	0	0	0	USD
1000244	20	Ammo	21	Lonoke, AR	2/15/1998	ADD'L SPRINKLER SYSTEM	0	0	0	USD
1000244	22	Ammo	21	Lonoke, AR	4/15/1999	ADD'L SS AREA FLOORING	0	0	0	USD
1000244	26	Ammo	21	Lonoke, AR	12/15/2003	ADD'L OFFICE - MAINTENANCE	0	0	0	USD
1000244	30	Ammo	21	Lonoke, AR	12/15/2005	ADD'L ELECTRIC ENG OFFICE	0	0	0	USD
1000244	37	Ammo	21	Lonoke, AR	5/15/2009	MAINTENANCE OVERHEAD DOOR 101520	0	0	0	USD
1000245	0	Ammo	21	Lonoke, AR	12/1/1993	PRIMER SHIPPING SHED 701	0	0	0	USD
1000245	1	Ammo	21	Lonoke, AR	3/15/2005	ADD'L HR MANAGERS OFFICE	0	0	0	USD
1000246	0	Ammo	21	Lonoke, AR	12/1/1993	PRIMER CONDITIONING AND STORAGE MAGAZIN 702	0	0	0	USD
1000246	1	Ammo	21	Lonoke, AR	12/1/1993	RADIATION HEAT FOR BLDG. 702	0	0	0	USD
1000247	0	Ammo	21	Lonoke, AR	12/1/1993	PRIMER CONDITIONING AND STORAGE MAGAZIN 703	0	0	0	USD
1000247	1	Ammo	21	Lonoke, AR	12/1/1993	RADIATION HEAT FOR BLDG. 703	0	0	0	USD
1000248	0	Ammo	21	Lonoke, AR	12/1/1993	PRIMER CONDITIONING AND STORAGE MAGAZIN 704	0	0	0	USD
1000249	0	Ammo	21	Lonoke, AR	12/1/1993	PRIMER CONDITIONING AND STORAGE MAGAZIN 705	0	0	0	USD
1000249	1	Ammo	21	Lonoke, AR	12/1/1993	RADIATION HEAT FOR BLDG. 705	0	0	0	USD
1000250	0	Ammo	21	Lonoke, AR	12/1/1993	TNR STORAGE MAGAZINE NUMBER 1 - 706	0	0	0	USD
1000250	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-#706 CONDUCTIVE FLOOR 120036	0	0	0	USD
1000251	0	Ammo	21	Lonoke, AR	12/1/1993	TNR STORAGE MAGAZINE NUMBER 2 - 707	0	0	0	USD
1000252	1	Ammo	21	Lonoke, AR	12/1/1993	STEAM HEATER SYSTEM-PRIMER INSP. BLDG.	0	0	0	USD
1000252	3	Ammo	21	Lonoke, AR	12/1/1993	ADDL. COST-BLDG 709 OFFICE 120319 U	0	0	0	USD
1000252	5	Ammo	21	Lonoke, AR	8/14/1995	ADDL-PRIMER BLDG PARTITION & SHELF	0	0	0	USD
1000252	8	Ammo	21	Lonoke, AR	5/15/1998	PRIMER HVAC - INSULATION	0	0	0	USD
1000252	9	Ammo	21	Lonoke, AR	10/15/2004	ADD'L PR BUILDING 709 AWNING	0	0	0	USD
1000252	12	Ammo	21	Lonoke, AR	4/15/2007	COATING PR WASH AREA FLOOR	0	0	0	USD
1000253	0	Ammo	21	Lonoke, AR	12/1/1993	SODA ASH STORAGE BUILDING 710	0	0	0	USD
1000254	1	Ammo	21	Lonoke, AR	12/1/1993	GUARD RAIL NITRATION	0	0	0	USD
1000255	1	Ammo	21	Lonoke, AR	12/1/1993	STORAGE BLDG POLNOL 15'X15'	0	0	0	USD
1000261	0	Ammo	21	Lonoke, AR	12/1/1993	WET MIX MAGAZINE NUMBER 1 #718	0	0	0	USD
1000263	0	Ammo	21	Lonoke, AR	12/1/1993	WET MIX CONTROL HOUSE 720	0	0	0	USD
1000263	1	Ammo	21	Lonoke, AR	5/15/2004	CONDUCTIVE FLOOR-BLDG 720	0	0	0	USD
1000263	2	Ammo	21	Lonoke, AR	4/15/2008	ADD'L INSULATION BLDG 720	0	0	0	USD
1000266	0	Ammo	21	Lonoke, AR	12/1/1993	WET MIX MACHINE HOUSE NUMBER 3 - 724	0	0	0	USD
1000267	0	Ammo	21	Lonoke, AR	12/1/1993	POLNOL STORAGE MAGAZINE NUMBER 1- 725	0	0	0	USD
1000268	0	Ammo	21	Lonoke, AR	12/1/1993	POLNOL STORAGE MAGAZINE NUMBER 2 - 726	0	0	0	USD
1000271	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER CAN STORAGE BUILDING 803	0	0	0	USD
1000272	1	Ammo	21	Lonoke, AR	12/1/1993	HEAT & INSULATION	0	0	0	USD
1000273	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER PRE-POUR STORAGE BUILDING 805	0	0	0	USD
1000275	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STORAGE MAGAZINE NUMBER 1- 807	0	0	0	USD
1000276	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STORAGE MAGAZINE NUMBER 2 - 808	0	0	0	USD
1000277	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STORAGE MAGAZINE NUMBER 3 - 809	0	0	0	USD
1000278	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STORAGE MAGAZINE NUMBER 4- 810	0	0	0	USD
1000279	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STORAGE MAGAZINE NUMBER 5 - 811	0	0	0	USD
1000280	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STORAGE MAGAZINE NUMBER 6 - 812	0	0	0	USD
1000282	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER HEATER BLDG - 814	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
1000283	1	Ammo	21	Lonoke, AR	8/15/1994	ADDL-ENLGE RF WOMEN'S RESTROOM 2246	0	0	0	USD
1000283	6	Ammo	21	Lonoke, AR	12/15/1996	ADDL - RF DOCK GUARD RAIL	0	0	0	USD
1000283	11	Ammo	21	Lonoke, AR	7/15/2008	ADD'L LIGHTING RF LOADING	0	0	0	USD
1000288	2	Ammo	21	Lonoke, AR	2/15/2000	PRIMER WAREHOUSE DRAINAGE 100711	0	0	0	USD
1000289	0	Ammo	21	Lonoke, AR	12/1/1993	BUILDING #740 120358	0	0	0	USD
1000290	0	Ammo	21	Lonoke, AR	12/1/1993	BUILDING #741 120358	0	0	0	USD
1000291	0	Ammo	21	Lonoke, AR	12/1/1993	BUILDING #742 120358	0	0	0	USD
1000292	0	Ammo	21	Lonoke, AR	12/1/1993	BUILDING #743 120358	0	0	0	USD
1000325	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - ADMIN & CF BLDG - QUALITY MANAGER OFFICE	0	0	0	USD
1000326	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - SS BUILDING - GUARDRAILS	0	0	0	USD
1000345	0	Ammo	21	Lonoke, AR	8/14/1995	BLDG 711 EXHAUST SYSTEM	0	0	0	USD
1000378	0	Ammo	21	Lonoke, AR	3/15/1996	NITRATION BLDG EQUIPMENT, REPLACE	0	0	0	USD
1000440	0	Ammo	21	Lonoke, AR	12/15/1997	PRODUCT SERVICE - HVAC	0	0	0	USD
1000441	0	Ammo	21	Lonoke, AR	12/15/1997	PRODUCT SERVICE - SPRINKLER	0	0	0	USD
1000442	1	Ammo	21	Lonoke, AR	10/15/1998	SS SYNCHRONIZED CLOCKS	0	0	0	USD
1000456	0	Ammo	21	Lonoke, AR	8/15/1998	MAINTENANCE WIRE STORAGE AREA	0	0	0	USD
1000457	1	Ammo	21	Lonoke, AR	10/15/2009	ADD'L BLDG #723 CONDUCTIVE FLOOR 101571	0	0	0	USD
1000460	0	Ammo	21	Lonoke, AR	3/15/1999	RF LOAD DOCK DRAIN	0	0	0	USD
1000463	0	Ammo	21	Lonoke, AR	9/15/1999	CHEM LAB OFFICE 100648	0	0	0	USD
1000464	0	Ammo	21	Lonoke, AR	9/15/1999	TOOL INSPECTION OFFICE 100648	0	0	0	USD
1000467	1	Ammo	21	Lonoke, AR	2/15/2003	ADD'L LIGHTNING PROTECTION	0	0	0	USD
1000575	2	Ammo	21	Lonoke, AR	12/15/2010	ADD'L FILTER PRESS BLDG 738 101601	0	0	0	USD
1000581	0	Ammo	21	Lonoke, AR	9/15/2011	GUN CLUB PAVILION 101727	0	0	0	USD
1000598	2	Ammo	21	Lonoke, AR	3/16/2018	L2 Building #1000 Add'l - Retainage Release101832	0	0	0	USD
1000607	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Dock Bumpers	0	0	0	USD
1000610	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Stored Pressure Water Extinguisher	0	0	0	USD
1000611	0	Ammo	21	Lonoke, AR	7/21/2014	L2 5 Lb Abc Portable Fire Extinguisher	0	0	0	USD
1000613	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Surface Mount Cabinet With White Finish	0	0	0	USD
1000614	0	Ammo	21	Lonoke, AR	7/21/2014	L2 20 Lb Co2 Portable Fire Extinguisher	0	0	0	USD
1000615	0	Ammo	21	Lonoke, AR	7/21/2014	L2 10 #240 2.5 Gal Press Water With Wall Bracket	0	0	0	USD
1000624	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Hollow Metal Base	0	0	0	USD
1000626	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Hollow Metal Alt	0	0	0	USD
1000690	0	Ammo	21	Lonoke, AR	6/1/2017	Rebuild Shop Lighting Relocate/Install 102022	0	0	0	USD
2000069	1	Ammo	21	Lonoke, AR	12/1/1993	MODIFY PLANT ROAD CURVE 120282 U	0	0	0	USD
2000069	3	Ammo	21	Lonoke, AR	12/1/1993	P'H-NEW STORAGE 124/8000/120483	0	0	0	USD
2000072	0	Ammo	21	Lonoke, AR	12/1/1993	ROAD 285SY CONCRETE	0	0	0	USD
2000073	0	Ammo	21	Lonoke, AR	12/1/1993	WALKWAY 30088SF ASPHALTIC CONCRETE	0	0	0	USD
2000074	0	Ammo	21	Lonoke, AR	12/1/1993	PLT ENTRANCE WALK 300' 120516	0	0	0	USD
2000075	0	Ammo	21	Lonoke, AR	12/1/1993	WALK 4788SF CONCRETE 6'	0	0	0	USD
2000077	0	Ammo	21	Lonoke, AR	12/1/1993	PRIMER MFG PARKING LOT 4663SY BITUMASTI	0	0	0	USD
2000077	1	Ammo	21	Lonoke, AR	9/15/1997	ADDL - REBUILD PM PARKING	0	0	0	USD
2000078	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD STORAGE PAD REIN. CONCRETE 100X65	0	0	0	USD
2000079	0	Ammo	21	Lonoke, AR	12/1/1993	GRAVEL LAYDOWN AREA AT INCINERATOR 826S	0	0	0	USD
2000082	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 1745.3CY	0	0	0	USD
2000083	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 1745.3CY	0	0	0	USD
2000084	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 1745.3CY	0	0	0	USD
2000085	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 1745.3CY	0	0	0	USD
2000086	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 1745.3CY	0	0	0	USD
2000087	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 1745.3CY	0	0	0	USD
2000088	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 2156CY	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
2000089	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 2889.3CY	0	0	0	USD
2000090	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 946CY	0	0	0	USD
2000091	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 2192.7CY	0	0	0	USD
2000092	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 2610.7CY	0	0	0	USD
2000093	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 2016.7CY	0	0	0	USD
2000094	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 2016.7CY	0	0	0	USD
2000095	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 1472CY	0	0	0	USD
2000096	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 1472CY	0	0	0	USD
2000097	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 2618CY	0	0	0	USD
2000098	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 2618CY	0	0	0	USD
2000100	0	Ammo	21	Lonoke, AR	12/1/1993	CONCRETE SLAB 42 X 50 FT	0	0	0	USD
2000100	2	Ammo	21	Lonoke, AR	12/1/1993	ROOF SS LEAD PAD 50'X60'X9' 120052	0	0	0	USD
2000101	0	Ammo	21	Lonoke, AR	12/1/1993	RETAINING WALL - BITRATION BLD.	0	0	0	USD
2000103	0	Ammo	21	Lonoke, AR	12/1/1993	WALKWAY 222 S.Y.	0	0	0	USD
2000105	0	Ammo	21	Lonoke, AR	12/1/1993	SECURITY FENCE MAIN PARKING LOT	0	0	0	USD
2000107	0	Ammo	21	Lonoke, AR	12/1/1993	EARTHEN BARRICADE 230X40X10 T'SITE	0	0	0	USD
2000108	0	Ammo	21	Lonoke, AR	12/1/1993	CATCH BASIN POWDER POUR BLDG 804	0	0	0	USD
2000109	0	Ammo	21	Lonoke, AR	12/1/1993	TRUCK TRAILER PARKING LOT 400 SY. PWD P	0	0	0	USD
2000110	0	Ammo	21	Lonoke, AR	12/1/1993	OUTDOOR SAFETY SIGN	0	0	0	USD
2000111	0	Ammo	21	Lonoke, AR	12/1/1993	SIDEWALK-OFFICE TRAILER	0	0	0	USD
2000112	0	Ammo	21	Lonoke, AR	12/1/1993	ROADWAY-CLEANING PAD	0	0	0	USD
2000113	0	Ammo	21	Lonoke, AR	12/1/1993	WALKWAY LIGHTING U	0	0	0	USD
2000115	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-MIX BLD PARK LOT 110076	0	0	0	USD
2000118	0	Ammo	21	Lonoke, AR	12/1/1993	SIDEWALKS - WST TREATMENT 110572	0	0	0	USD
2000119	0	Ammo	21	Lonoke, AR	12/1/1993	ACCESS RD 100'X8' PM #737PT SOURCE WST TRT 110084	0	0	0	USD
2000120	0	Ammo	21	Lonoke, AR	12/1/1993	LAB COMPLEX PARKING LOT 50'X30'	0	0	0	USD
2000121	0	Ammo	21	Lonoke, AR	12/1/1993	LAB COMPLEX SIDEWALKS 650'	0	0	0	USD
2000122	0	Ammo	21	Lonoke, AR	12/1/1993	LAB CHAIN LINK FENCE - 1045'X8'	0	0	0	USD
2000124	0	Ammo	21	Lonoke, AR	12/1/1993	ASPHALT ROAD-SILO AREA 6000SF 120068	0	0	0	USD
2000124	1	Ammo	21	Lonoke, AR	9/15/1997	ADDL - REBUILD SILO ROAD	0	0	0	USD
2000125	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD PAD/ROOF CF 40'X50'X6" 120052	0	0	0	USD
2000126	0	Ammo	21	Lonoke, AR	12/1/1993	STEAM CLEAN PAD 20'X20'/3-SIDE 2' 2100	0	0	0	USD
2000177	0	Ammo	21	Lonoke, AR	1/15/2010	CONCRETE DRIVE BLDG 718 101570	0	0	0	USD
2000181	0	Ammo	21	Lonoke, AR	5/15/2010	BLDG 607 GRAVEL ROAD 101580	0	0	0	USD
2000193	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Purchase 60Ft Of Culvert (Parking Lot)	0	0	0	USD
2000194	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Provide Dozer & Operator For Sitework	0	0	0	USD
3002537	0	Ammo	21	Lonoke, AR	12/1/1993	LIFT EQUIPMENT-VACUUM HOIST	0	0	0	USD
3002538	0	Ammo	21	Lonoke, AR	12/1/1993	STRETCH WRAP "SIDEWINDER"	0	0	0	USD
3002541	0	Ammo	21	Lonoke, AR	12/1/1993	BARCODE LASER SCANNER-RMI 120520	0	0	0	USD
3002552	0	Ammo	21	Lonoke, AR	12/1/1993	YALE WALKER STACKER 4000LB 120524 - #29	0	0	0	USD
3002557	0	Ammo	21	Lonoke, AR	12/1/1993	Racks, Storage 1881ft finished mat- SS green racks	0	0	0	USD
3002561	0	Ammo	21	Lonoke, AR	12/1/1993	ROTARY FUR BURNER & BLOWER ASSB	0	0	0	USD
3002561	1	Ammo	21	Lonoke, AR	3/15/1995	ADDL-MODIFY FOR RF SCRAP 2258	0	0	0	USD
3002561	4	Ammo	21	Lonoke, AR	9/15/1999	REB ROTARY FURNACE 100669	0	0	0	USD
3002561	5	Ammo	21	Lonoke, AR	5/15/2000	ADD'L EMISSION CONTROLS	0	0	0	USD
3002562	0	Ammo	21	Lonoke, AR	12/1/1993	POT FURNACE SCRAP BURNING	0	0	0	USD
3002562	1	Ammo	21	Lonoke, AR	3/15/2001	BURNING POT FURNACE CONTROLS	0	0	0	USD
3002563	0	Ammo	21	Lonoke, AR	12/1/1993	POT FURNACE SCRAP BURNING	0	0	0	USD
3002563	1	Ammo	21	Lonoke, AR	12/15/2001	FURNACE CONTROLS	0	0	0	USD
3002564	0	Ammo	21	Lonoke, AR	12/1/1993	PAI FIRE HOSE & BOX	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3002566	0	Ammo		21 Lonoke, AR	12/1/1993	LOADING HOPPER	0	0	0	USD
3002576	0	Ammo		21 Lonoke, AR	12/1/1993	TRANE HVAC UNIT	0	0	0	USD
3002576	1	Ammo		21 Lonoke, AR	12/1/1993	MODIFY HVAC & EXHAUST SYS 120526	0	0	0	USD
3002590	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST EBT EQUIPMENT C.F. ITEMS	0	0	0	USD
3002590	2	Ammo		21 Lonoke, AR	12/15/2005	ADD'L BALLISTICS CALIBRATION UNIT 101221	0	0	0	USD
3002591	0	Ammo		21 Lonoke, AR	12/1/1993	DROP TEST MACHINE	0	0	0	USD
3002592	0	Ammo		21 Lonoke, AR	12/1/1993	OEHLER 82 TEST SYST-ADDL COST (ILION	0	0	0	USD
3002593	0	Ammo		21 Lonoke, AR	12/1/1993	OEHLER 82 TEST SYSTEM WITH PC T	0	0	0	USD
3002597	0	Ammo		21 Lonoke, AR	12/1/1993	CENTER TABLE AND SERVICES	0	0	0	USD
3002598	0	Ammo		21 Lonoke, AR	12/1/1993	CENTER TABLE AND SERVICES	0	0	0	USD
3002608	0	Ammo		21 Lonoke, AR	12/1/1993	Scale, Howe Outside truck 10 ton	0	0	0	USD
3002610	0	Ammo		21 Lonoke, AR	12/1/1993	Air curtains for Warehouse-Miniveil	0	0	0	USD
3002611	0	Ammo		21 Lonoke, AR	12/1/1993	Air curtains for Warehouse-Miniveil	0	0	0	USD
3002612	0	Ammo		21 Lonoke, AR	12/1/1993	Elevator, SS Lead/Wad Elevator-Courion- #5	0	0	0	USD
3002613	0	Ammo		21 Lonoke, AR	12/1/1993	SURFACE GRINDER	0	0	0	USD
3002614	0	Ammo		21 Lonoke, AR	12/1/1993	WALKER STACKER - #24	0	0	0	USD
3002618	0	Ammo		21 Lonoke, AR	12/1/1993	Racks, 40 ft monorail w storage rack central store	0	0	0	USD
3002619	0	Ammo		21 Lonoke, AR	12/1/1993	Racks, Raw material storage central stores	0	0	0	USD
3002624	0	Ammo		21 Lonoke, AR	12/1/1993	RADIAL DRILL PRESS	0	0	0	USD
3002626	0	Ammo		21 Lonoke, AR	12/1/1993	SURFACE GRINDER BROWN & SHARP-#618	0	0	0	USD
3002626	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST SURFACE GRINDER 52-12516	0	0	0	USD
3002627	0	Ammo		21 Lonoke, AR	12/1/1993	SURFACE GINDER BROWN & SHARPE #612	0	0	0	USD
3002628	0	Ammo		21 Lonoke, AR	12/1/1993	TAFT PIERCE GRINDER SS CON	0	0	0	USD
3002629	0	Ammo		21 Lonoke, AR	12/1/1993	DO-ALL SAW	0	0	0	USD
3002631	0	Ammo		21 Lonoke, AR	12/1/1993	BRIDGEPORT MILLING MACHINE	0	0	0	USD
3002631	1	Ammo		21 Lonoke, AR	11/15/2006	ADD'L MILLING MCH	0	0	0	USD
3002632	0	Ammo		21 Lonoke, AR	12/1/1993	BRIDGEPORT MILLING MACHINE	0	0	0	USD
3002632	1	Ammo		21 Lonoke, AR	11/15/2006	ADD'L MILLING MCH	0	0	0	USD
3002633	0	Ammo		21 Lonoke, AR	12/1/1993	MILLING MACHINE	0	0	0	USD
3002633	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L REBUILD HEAD	0	0	0	USD
3002634	0	Ammo		21 Lonoke, AR	12/1/1993	BRIDGEPORT MILLING MACHINE S N 86520 2	0	0	0	USD
3002634	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L REBUILD HEAD	0	0	0	USD
3002635	0	Ammo		21 Lonoke, AR	12/1/1993	BPT MILLING MACHINE	0	0	0	USD
3002635	1	Ammo		21 Lonoke, AR	12/15/1999	ADD'L REB MILLING MACHINE	0	0	0	USD
3002636	0	Ammo		21 Lonoke, AR	12/1/1993	BPT MILLING MACHINE	0	0	0	USD
3002636	1	Ammo		21 Lonoke, AR	8/15/1997	ADDL-REBUILD HEAD	0	0	0	USD
3002641	0	Ammo		21 Lonoke, AR	12/1/1993	MILLING MACHINE W/DIGITAL READOUT	0	0	0	USD
3002644	0	Ammo		21 Lonoke, AR	12/1/1993	LEBLOND 14"0LATHE #1811 W	0	0	0	USD
3002644	1	Ammo		21 Lonoke, AR	10/15/2007	ADD'L MAINTENANCE LATHE	0	0	0	USD
3002649	0	Ammo		21 Lonoke, AR	12/1/1993	HARDINGE FLOOR LATHE	0	0	0	USD
3002650	0	Ammo		21 Lonoke, AR	12/1/1993	HARDINGE LATHE	0	0	0	USD
3002652	0	Ammo		21 Lonoke, AR	12/1/1993	BROWN & SHARP SURFACE GRINDER	0	0	0	USD
3002654	0	Ammo		21 Lonoke, AR	12/1/1993	ELEC-DRAULIC PRESS 150 TON	0	0	0	USD
3002659	0	Ammo		21 Lonoke, AR	12/1/1993	BROWN & SHARP GRINDER	0	0	0	USD
3002661	0	Ammo		21 Lonoke, AR	12/1/1993	INTERNAL GRINDER PARKER MAJESTIC #1	0	0	0	USD
3002677	0	Ammo		21 Lonoke, AR	12/1/1993	SURFACE GRINDER B&S #618	0	0	0	USD
3002679	0	Ammo		21 Lonoke, AR	12/1/1993	HAMMOND WET CARBIDE TOOL GRINDER	0	0	0	USD
3002680	0	Ammo		21 Lonoke, AR	12/1/1993	36 IN BAND SAW	0	0	0	USD
3002681	0	Ammo		21 Lonoke, AR	12/1/1993	16 IN PULL SAW W TABLE	0	0	0	USD
3002682	0	Ammo		21 Lonoke, AR	12/1/1993	16 IN TABLE SAW	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3002683	0	Ammo	21	Lonoke, AR	12/1/1993	CONTOUR BAND SAWING MACHINE	0	0	0	USD
3002684	0	Ammo	21	Lonoke, AR	12/1/1993	HAMMOND 6 IN ABRASIVE BELT GRINDER	0	0	0	USD
3002685	0	Ammo	21	Lonoke, AR	12/1/1993	BRIDGEPORT MILLER & ACCESSORIES	0	0	0	USD
3002687	0	Ammo	21	Lonoke, AR	12/1/1993	BRIDGEPORT MILLING MACHINE S N 86985 2	0	0	0	USD
3002693	0	Ammo	21	Lonoke, AR	12/1/1993	PRATT & WHITNEY STANDARD MEASURING MACH	0	0	0	USD
3002695	0	Ammo	21	Lonoke, AR	12/1/1993	SUNNEN HONER	0	0	0	USD
3002696	0	Ammo	21	Lonoke, AR	12/1/1993	HIGH SPEED LATHE RIVETT MODEL 70	0	0	0	USD
3002697	0	Ammo	21	Lonoke, AR	12/1/1993	LATHE COLCHESTER S#5-0014-08734	0	0	0	USD
3002699	0	Ammo	21	Lonoke, AR	12/1/1993	IRONWORKER MODEL 55-24 MAINT T	0	0	0	USD
3002700	0	Ammo	21	Lonoke, AR	12/1/1993	BENDING BRAKE MOD BPO-612-6 T	0	0	0	USD
3002704	0	Ammo	21	Lonoke, AR	12/1/1993	TOOLMAKERS MICROSCOPE 605-021385	0	0	0	USD
3002707	0	Ammo	21	Lonoke, AR	12/1/1993	HAND ROLL BENDER MODEL 4-48	0	0	0	USD
3002709	0	Ammo	21	Lonoke, AR	12/1/1993	PORTABLE PROPANE WELDER 120376	0	0	0	USD
3002712	0	Ammo	21	Lonoke, AR	12/1/1993	500KW ELECT STANDBY GENERATING SYSTEM	0	0	0	USD
3002713	0	Ammo	21	Lonoke, AR	12/1/1993	2500 GPM FIRE PUMP - DIESEL	0	0	0	USD
3002714	0	Ammo	21	Lonoke, AR	12/1/1993	2500 GPM FIRE PUMP - ELECTRIC	0	0	0	USD
3002715	0	Ammo	21	Lonoke, AR	12/1/1993	2500 GPM FIRE PUMP - DIESEL	0	0	0	USD
3002716	0	Ammo	21	Lonoke, AR	12/1/1993	DIESEL ENGINE FIRE PUMP M#NT-380-IF	0	0	0	USD
3002717	0	Ammo	21	Lonoke, AR	12/1/1993	DIESEL ENGINE FIRE PUMP M#NT-380-IF	0	0	0	USD
3002718	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL PANEL MODEL LX 1023	0	0	0	USD
3002719	0	Ammo	21	Lonoke, AR	12/1/1993	WELL PUMPS-VAR. FRG. CONTROLS	0	0	0	USD
3002720	0	Ammo	21	Lonoke, AR	12/1/1993	PACKAGE BOILER AND 20 HP MOTOR	0	0	0	USD
3002720	1	Ammo	21	Lonoke, AR	12/1/1993	CONVERSION UNIT FOR CLEAVER BROOK BOILE	0	0	0	USD
3002720	2	Ammo	21	Lonoke, AR	8/15/2003	ADD'L BOILER BLOWDOWN SYS	0	0	0	USD
3002721	0	Ammo	21	Lonoke, AR	12/1/1993	PACKAGE BOILER AND 20 HP MOTOR	0	0	0	USD
3002721	1	Ammo	21	Lonoke, AR	12/1/1993	CONVERSION UNIT FOR CLEAVER BROOKS BOIL	0	0	0	USD
3002721	2	Ammo	21	Lonoke, AR	10/15/2004	BOILER AUTO BLOWDOWN DEVICE	0	0	0	USD
3002722	0	Ammo	21	Lonoke, AR	12/1/1993	AIR RECEIVER 48 INCH DIAMETER	0	0	0	USD
3002723	0	Ammo	21	Lonoke, AR	12/1/1993	AIR RECEIVER MODEL 66 INCH DIAMETER	0	0	0	USD
3002724	0	Ammo	21	Lonoke, AR	12/1/1993	AIR RECEIVER MODEL 66 INCH DIAMETER	0	0	0	USD
3002724	1	Ammo	21	Lonoke, AR	12/1/1993	MOD AIR TANK U	0	0	0	USD
3002725	0	Ammo	21	Lonoke, AR	12/1/1993	750000 GAL WATER STORAGE TANK W PAD	0	0	0	USD
3002725	2	Ammo	21	Lonoke, AR	9/15/1998	ADD'L ROOF INT COATING	0	0	0	USD
3002726	0	Ammo	21	Lonoke, AR	12/1/1993	750000 GAL WATER STORAGE TANK W PAD	0	0	0	USD
3002727	0	Ammo	21	Lonoke, AR	12/1/1993	BLOWDOWN TANK	0	0	0	USD
3002728	0	Ammo	21	Lonoke, AR	12/1/1993	FUEL OIL STORAGE TANK	0	0	0	USD
3002728	1	Ammo	21	Lonoke, AR	12/1/1993	ADD-FUEL OIL TANK CONTAINMENT	0	0	0	USD
3002729	0	Ammo	21	Lonoke, AR	12/1/1993	FUEL OIL STORAGE TANK	0	0	0	USD
3002729	1	Ammo	21	Lonoke, AR	12/1/1993	ADD-FUEL OIL TANK CONTAINMENT	0	0	0	USD
3002730	0	Ammo	21	Lonoke, AR	12/1/1993	WELL PUMP AND 60 HP MOTOR	0	0	0	USD
3002730	1	Ammo	21	Lonoke, AR	2/15/2005	ADD'L REBUILD PUMP/MOTOR	0	0	0	USD
3002731	0	Ammo	21	Lonoke, AR	12/1/1993	WELL PUMP AND 60 HP MOTOR	0	0	0	USD
3002731	1	Ammo	21	Lonoke, AR	6/14/1995	ADDL WELL PUMP SHAFT	0	0	0	USD
3002732	0	Ammo	21	Lonoke, AR	12/1/1993	BOILER FEED PUMP	0	0	0	USD
3002732	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-CONVERT BOILER WATER PUMP	0	0	0	USD
3002733	0	Ammo	21	Lonoke, AR	12/1/1993	BOILER FEED PUMP AND 50 HP MOTOR	0	0	0	USD
3002734	0	Ammo	21	Lonoke, AR	12/1/1993	DOMESTIC WATER PUMP AND 60 HP MOTOR	0	0	0	USD
3002735	0	Ammo	21	Lonoke, AR	12/1/1993	DOMESTIC WATER PUMP AND 60 HP MOTOR	0	0	0	USD
3002736	0	Ammo	21	Lonoke, AR	12/1/1993	AIR COMPRESSOR MODEL 1021M4	0	0	0	USD
3002736	1	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY MONITORING SYS 120348	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3002736	2	Ammo	21	Lonoke, AR	8/15/1997	ADDL-COOLER REPLACEMENT	0	0	0	USD
3002736	3	Ammo	21	Lonoke, AR	12/15/1998	ADD'L AIR COMPRESSOR	0	0	0	USD
3002737	0	Ammo	21	Lonoke, AR	12/1/1993	AIR COMPRESSOR MODEL 1201MH	0	0	0	USD
3002737	1	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY MONITORING SYS 120348	0	0	0	USD
3002737	2	Ammo	21	Lonoke, AR	10/12/1995	ADDL - REBUILD AIR COMPRESSOR	0	0	0	USD
3002737	3	Ammo	21	Lonoke, AR	11/15/1997	ADDL - REBUILD AIR COMPRESSOR	0	0	0	USD
3002739	0	Ammo	21	Lonoke, AR	12/1/1993	AIR COMPRESSOR 110076	0	0	0	USD
3002739	1	Ammo	21	Lonoke, AR	12/15/2000	AIR COMPRESSOR MONITOR	0	0	0	USD
3002741	0	Ammo	21	Lonoke, AR	12/1/1993	WELL NUMBER 1	0	0	0	USD
3002741	1	Ammo	21	Lonoke, AR	2/15/2005	EXTEND WELL #1 INTAKE	0	0	0	USD
3002742	0	Ammo	21	Lonoke, AR	12/1/1993	WELL NUMBER 2	0	0	0	USD
3002745	0	Ammo	21	Lonoke, AR	12/1/1993	AIR DRYER HANKISON H-45 38-4F T	0	0	0	USD
3002746	0	Ammo	21	Lonoke, AR	12/1/1993	PNEUMATIC AIR DRYER MOD T750DHA4	0	0	0	USD
3002747	0	Ammo	21	Lonoke, AR	12/1/1993	REFRIGERATED AIR DRYER 110076	0	0	0	USD
3002748	0	Ammo	21	Lonoke, AR	12/1/1993	250 HP 2300 Y MOTOR	0	0	0	USD
3002749	0	Ammo	21	Lonoke, AR	12/1/1993	450 HP 3600 RPM 4160 Y MOTOR	0	0	0	USD
3002750	0	Ammo	21	Lonoke, AR	12/1/1993	450 HP 3600 RPM 4160 V MOTOR	0	0	0	USD
3002755	0	Ammo	21	Lonoke, AR	12/15/1993	TIRE CHANGER HOFFMAN MOD F410 120070	0	0	0	USD
3002758	1	Ammo	21	Lonoke, AR	12/1/1993	MOD ALARM SYSTEM	0	0	0	USD
3002759	0	Ammo	21	Lonoke, AR	12/1/1993	ISCO FLOWMETER W/PLOTTER MODEL 3210 OUTFALL 004	0	0	0	USD
3002760	0	Ammo	21	Lonoke, AR	12/1/1993	ISCO SAMPLER MODEL 3710R AT OUTFALL 004	0	0	0	USD
3002761	0	Ammo	21	Lonoke, AR	12/1/1993	AERATION LAG VALVE STA (FBV2971)	0	0	0	USD
3002762	0	Ammo	21	Lonoke, AR	12/1/1993	PLATING GATE BOX (FBV2157)	0	0	0	USD
3002763	0	Ammo	21	Lonoke, AR	12/1/1993	PLAE WST LIFT STA (FBV14309)	0	0	0	USD
3002764	0	Ammo	21	Lonoke, AR	12/1/1993	MAIN PROCESS LIFT STA (FBV10788)	0	0	0	USD
3002765	0	Ammo	21	Lonoke, AR	12/1/1993	SLUDGE PUMP PIT	0	0	0	USD
3002766	0	Ammo	21	Lonoke, AR	12/1/1993	SANITARY WASTE LIFT STATION	0	0	0	USD
3002766	1	Ammo	21	Lonoke, AR	5/15/1999	ENCLOSURE SANITARY LIFT STATION	0	0	0	USD
3002767	0	Ammo	21	Lonoke, AR	12/1/1993	PARK AREA LIFT STATION	0	0	0	USD
3002768	0	Ammo	21	Lonoke, AR	12/1/1993	SLUDGE LEVEL CONTROL SYSTEM	0	0	0	USD
3002768	1	Ammo	21	Lonoke, AR	9/15/2004	SLUDGE LEVEL MONITOR	0	0	0	USD
3002769	0	Ammo	21	Lonoke, AR	12/1/1993	SLUDGE CONTAINMENT FACILITY	0	0	0	USD
3002774	0	Ammo	21	Lonoke, AR	12/1/1993	50 FT DIA CLARIFIER	0	0	0	USD
3002774	4	Ammo	21	Lonoke, AR	6/15/1999	ADD'L REB CLARIFER STRUCTURE	0	0	0	USD
3002775	0	Ammo	21	Lonoke, AR	12/1/1993	PURESTREAM SEWAGE UNIT	0	0	0	USD
3002776	0	Ammo	21	Lonoke, AR	12/1/1993	OUTFALL PARSHALL FLUME 120267	0	0	0	USD
3002780	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-DIVERSION TANK	0	0	0	USD
3002780	3	Ammo	21	Lonoke, AR	3/15/1999	ADD'L CVT TO EQUALIZATION TANK	0	0	0	USD
3002781	0	Ammo	21	Lonoke, AR	12/1/1993	POTABLE WATER FILTER WST TRT 120479	0	0	0	USD
3002786	0	Ammo	21	Lonoke, AR	12/1/1993	BLENDING TANK MIXER AND 2 HP MOTOR	0	0	0	USD
3002792	0	Ammo	21	Lonoke, AR	12/1/1993	CLARIFIER PUMP & COVER 15 HP	0	0	0	USD
3002793	0	Ammo	21	Lonoke, AR	12/1/1993	EQUALIZATION PUMP & COVER 10 HP	0	0	0	USD
3002794	0	Ammo	21	Lonoke, AR	12/1/1993	EQUALIZATION PUMP & COVER 10 HP	0	0	0	USD
3002795	1	Ammo	21	Lonoke, AR	11/14/1995	ADDL - COVERED TRENCH 2322/100069	0	0	0	USD
3002798	0	Ammo	21	Lonoke, AR	12/1/1993	SANITARY TREATMENT PLANT	0	0	0	USD
3002800	0	Ammo	21	Lonoke, AR	12/1/1993	MONITORING WELL	0	0	0	USD
3002801	0	Ammo	21	Lonoke, AR	12/1/1993	MONITORING WELL	0	0	0	USD
3002802	0	Ammo	21	Lonoke, AR	12/1/1993	MONITORING WELL	0	0	0	USD
3002803	0	Ammo	21	Lonoke, AR	12/1/1993	COMMUNOTOR	0	0	0	USD
3002805	0	Ammo	21	Lonoke, AR	12/1/1993	MONITORING WELL 120647	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3002808	0	Ammo		21 Lonoke, AR	12/1/1993	FILTER PR SCREW CONVYR SYS/SLUR TANK	0	0	0	USD
3002810	0	Ammo		21 Lonoke, AR	12/1/1993	LISTER GR PUMP ON WHEELS T	0	0	0	USD
3002811	0	Ammo		21 Lonoke, AR	12/15/1993	WASTEWATER SAMPLER OUTFALL 002	0	0	0	USD
3002811	1	Ammo		21 Lonoke, AR	12/15/2001	REFRIGERATION UNIT	0	0	0	USD
3002812	0	Ammo		21 Lonoke, AR	12/15/1993	HOIST YALE 2T FK TR RPR 120095	0	0	0	USD
3002816	0	Ammo		21 Lonoke, AR	12/1/1993	ADDL-SCRAP PAPER DOCK 120548	0	0	0	USD
3002817	0	Ammo		21 Lonoke, AR	12/1/1993	AERIAL TELEPHONE CABLE 120371	0	0	0	USD
3002817	1	Ammo		21 Lonoke, AR	7/15/1997	ADDL-TELEPHONE CABLE - HAMMERMILL	0	0	0	USD
3002817	2	Ammo		21 Lonoke, AR	4/15/1999	ADD'L MIX HOUSE PHONE CABLE	0	0	0	USD
3002818	0	Ammo		21 Lonoke, AR	12/1/1993	AIR CONDITIONING DUCT - GATE HOUSE	0	0	0	USD
3002819	0	Ammo		21 Lonoke, AR	12/1/1993	DUCTWORK - AIR CONDITIONING - BALLISTIC	0	0	0	USD
3002823	0	Ammo		21 Lonoke, AR	12/1/1993	ROADWAY AND PARKING LOT LIGHTING	0	0	0	USD
3002824	0	Ammo		21 Lonoke, AR	12/1/1993	WALKWAY LIGHTING	0	0	0	USD
3002825	0	Ammo		21 Lonoke, AR	12/1/1993	OUTSIDE LIGHTING-POWDER POUR	0	0	0	USD
3002826	0	Ammo		21 Lonoke, AR	12/1/1993	ROOF COVERING FOR OIL STORAGE PAD U	0	0	0	USD
3002827	0	Ammo		21 Lonoke, AR	12/1/1993	ROOF COVERING FOR OIL STORAGE PAD U	0	0	0	USD
3002828	0	Ammo		21 Lonoke, AR	12/1/1993	OUTSIDE BURIED TELEPHONE CABLE 120371	0	0	0	USD
3002829	0	Ammo		21 Lonoke, AR	12/1/1993	HEATING & VENTILATION PIPING FOR WAREHO	0	0	0	USD
3002830	0	Ammo		21 Lonoke, AR	12/1/1993	SERVICE PIPING TO UNIT HEATERS - YARD S	0	0	0	USD
3002831	0	Ammo		21 Lonoke, AR	12/1/1993	SERVICE PIPING TO UNIT HEATERS - OIL &	0	0	0	USD
3002832	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING - SCRAP BURNING & STORAG	0	0	0	USD
3002834	0	Ammo		21 Lonoke, AR	12/1/1993	PIPING - WATER STORAGE TANK	0	0	0	USD
3002836	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING WST. TRT.	0	0	0	USD
3002837	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS WASTE EFFLUENT LINE	0	0	0	USD
3002838	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS SEWER LINE	0	0	0	USD
3002839	0	Ammo		21 Lonoke, AR	12/1/1993	SUPERNATANT PIPING (FBV2508)	0	0	0	USD
3002842	0	Ammo		21 Lonoke, AR	12/1/1993	WASTE TREATMENT PIPING & SUPPORTS	0	0	0	USD
3002842	1	Ammo		21 Lonoke, AR	7/15/1996	ADDL DIVERSION TANK PIPING	0	0	0	USD
3002843	0	Ammo		21 Lonoke, AR	12/1/1993	STORM WTR DRAIN FACILITIES	0	0	0	USD
3002844	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING - UTILITY SERVICE	0	0	0	USD
3002844	1	Ammo		21 Lonoke, AR	12/1/1993	ADDT'L POWER WIRING-UTILITY SERVICE U	0	0	0	USD
3002845	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING - GATE HOUSE	0	0	0	USD
3002846	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING - YARD SERVICE	0	0	0	USD
3002847	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING-SCRAP BURNING & STORAGE	0	0	0	USD
3002848	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING - OIL & SOLVENT STORAGE	0	0	0	USD
3002849	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING-WASTE INCINERATOR	0	0	0	USD
3002850	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING - WAREHOUSE	0	0	0	USD
3002851	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING - BALLISTICS	0	0	0	USD
3002851	1	Ammo		21 Lonoke, AR	10/15/1999	ADD'L BALLISTICS ELECTRIC SERVICE	0	0	0	USD
3002852	0	Ammo		21 Lonoke, AR	12/1/1993	RAILROD TRUCK SCALE POWER WIRING	0	0	0	USD
3002853	0	Ammo		21 Lonoke, AR	12/1/1993	ADDL ELECTRIC	0	0	0	USD
3002854	0	Ammo		21 Lonoke, AR	12/1/1993	STDBY GENERATOR KOHLER 100KW W.T.120488	0	0	0	USD
3002855	0	Ammo		21 Lonoke, AR	12/1/1993	STEAM INSTRUMENTATION - UTILITY SERVICE	0	0	0	USD
3002855	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST-STEAM INSTRUMENTS	0	0	0	USD
3002856	0	Ammo		21 Lonoke, AR	12/1/1993	FIRE PUMP INSTRUMENTATION - UTILITY SER	0	0	0	USD
3002857	0	Ammo		21 Lonoke, AR	12/1/1993	INSTRUMENTATION - GROUND WATER TANKS	0	0	0	USD
3002858	0	Ammo		21 Lonoke, AR	12/1/1993	INSTRUMENTATION - STEAM LINES OS	0	0	0	USD
3002859	0	Ammo		21 Lonoke, AR	12/1/1993	GAS INSTRUMENTATION	0	0	0	USD
3002860	0	Ammo		21 Lonoke, AR	12/1/1993	DOMESTIC WATER INSTRUMENTATION	0	0	0	USD
3002861	0	Ammo		21 Lonoke, AR	12/1/1993	AIR COMPRESSION INSTRUMENTATION	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3002862	0	Ammo	21	Lonoke, AR	12/1/1993	WATER TREATMENT INSTRUMENTATION U	0	0	0	USD
3002863	0	Ammo	21	Lonoke, AR	12/1/1993	INSTRUMENTATION - WASTE TREATMENT	0	0	0	USD
3002864	0	Ammo	21	Lonoke, AR	12/1/1993	INSTRUMENTATION W.T.#600 120479	0	0	0	USD
3002865	0	Ammo	21	Lonoke, AR	12/1/1993	912 FT - 48 IN REINFORCED CONCRETE PIPE	0	0	0	USD
3002866	0	Ammo	21	Lonoke, AR	12/1/1993	2430 FT - 36 IN REINFORCED CONCRETE PIP	0	0	0	USD
3002867	0	Ammo	21	Lonoke, AR	12/1/1993	1713 FT - 30 IN REINFORCED CONCRETE PIP	0	0	0	USD
3002868	0	Ammo	21	Lonoke, AR	12/1/1993	1958 FT - 24 IN C-14 CONCRETE PIPE	0	0	0	USD
3002869	0	Ammo	21	Lonoke, AR	12/1/1993	1915 FT - 18 IN C-14 CONCRETE PIPE	0	0	0	USD
3002870	0	Ammo	21	Lonoke, AR	12/1/1993	375 FT - 18 IN CAST IRON PIPE	0	0	0	USD
3002871	0	Ammo	21	Lonoke, AR	12/1/1993	245 FT - 15 IN CAST IRON PIPE	0	0	0	USD
3002872	0	Ammo	21	Lonoke, AR	12/1/1993	1714 FT - 12 IN C-14 CONCRETE PIPE	0	0	0	USD
3002873	0	Ammo	21	Lonoke, AR	12/1/1993	445 FT - 12 IN CAST IRON PIPE	0	0	0	USD
3002874	0	Ammo	21	Lonoke, AR	12/1/1993	1065 FT - 10 IN CAST IRON PIPE	0	0	0	USD
3002875	0	Ammo	21	Lonoke, AR	12/1/1993	635 FT - 8 IN C-14 CONCRETE PIPE	0	0	0	USD
3002876	0	Ammo	21	Lonoke, AR	12/1/1993	82 FT - 79 IN X 49 IN BCCMP ARCH PIPE	0	0	0	USD
3002877	0	Ammo	21	Lonoke, AR	12/1/1993	60 FT - 58 IN X 36 IN BCCMP ARCH PIPE N	0	0	0	USD
3002878	0	Ammo	21	Lonoke, AR	12/1/1993	MANHOLES - STORM SEWER	0	0	0	USD
3002879	0	Ammo	21	Lonoke, AR	12/1/1993	4000 FT-12" REINF CONC EFFLUENT PIPE	0	0	0	USD
3002880	0	Ammo	21	Lonoke, AR	12/1/1993	11 MANHOLES - EFFLUENT LINE OS	0	0	0	USD
3002881	0	Ammo	21	Lonoke, AR	12/1/1993	2125 FT - 10 IN VITRIFIED CLAY PIPE OS	0	0	0	USD
3002882	0	Ammo	21	Lonoke, AR	12/1/1993	750 FT - 8 IN VITRIFIED CLAY PIPE OS	0	0	0	USD
3002883	0	Ammo	21	Lonoke, AR	12/1/1993	605 FT - 6 IN VITRIFIED CLAY PIPE OS	0	0	0	USD
3002885	0	Ammo	21	Lonoke, AR	12/1/1993	6 MANHOLES-SANITARY SEWER SYSTEM	0	0	0	USD
3002886	0	Ammo	21	Lonoke, AR	12/1/1993	794FT-SST LINED CONC TRENCH-ACID SEWER	0	0	0	USD
3002887	0	Ammo	21	Lonoke, AR	12/1/1993	1521 FT - 10 IN VITRIFIED CLAY PIPE	0	0	0	USD
3002889	0	Ammo	21	Lonoke, AR	12/1/1993	108 FT - 8 IN GALVANIZE EFFLUENT LINE	0	0	0	USD
3002891	0	Ammo	21	Lonoke, AR	12/1/1993	2055 FT - 8 IN VITRIFIED CLAY PIPE	0	0	0	USD
3002892	0	Ammo	21	Lonoke, AR	12/1/1993	3760 FT - 6 IN VITRIFIED CLAY PIPE	0	0	0	USD
3002893	0	Ammo	21	Lonoke, AR	12/1/1993	STAINLESS STL PIPE (FBV66543)	0	0	0	USD
3002894	0	Ammo	21	Lonoke, AR	12/1/1993	STAINLESS STL PIPE (FBV5647)	0	0	0	USD
3002895	0	Ammo	21	Lonoke, AR	12/1/1993	567 FT - 4 IN STEEL PIPE	0	0	0	USD
3002896	0	Ammo	21	Lonoke, AR	12/1/1993	1695 FT - 4 IN CAST IRON FORCE MAIN	0	0	0	USD
3002897	0	Ammo	21	Lonoke, AR	12/1/1993	1765 FT - 4 IN CAST IRON FORCE MAIN	0	0	0	USD
3002898	0	Ammo	21	Lonoke, AR	12/1/1993	2320 FT - 4 IN VITRIFIED CLAY PIPE	0	0	0	USD
3002899	0	Ammo	21	Lonoke, AR	12/1/1993	MANHOLES - PROCESS SEWER OUTSIDE LINE	0	0	0	USD
3002900	0	Ammo	21	Lonoke, AR	12/1/1993	1500 FT-2IN DUCTILE IRON PIPE CONDEN SE	0	0	0	USD
3002901	0	Ammo	21	Lonoke, AR	12/1/1993	3900 FT - 3IN STEEL PIPE - OS PROC SEW	0	0	0	USD
3002902	0	Ammo	21	Lonoke, AR	12/1/1993	325'-10" CAST IRON FORCEDMAIN-OS PROC.	0	0	0	USD
3002903	0	Ammo	21	Lonoke, AR	12/1/1993	OS SEWER LINE FROM BLDG 736 120267	0	0	0	USD
3002904	0	Ammo	21	Lonoke, AR	12/1/1993	OS 12 IN. OUTFALL SEWER LINE 120267	0	0	0	USD
3002905	0	Ammo	21	Lonoke, AR	12/1/1993	WST TRT 6" GAL STEEL PIPING 120479	0	0	0	USD
3002906	0	Ammo	21	Lonoke, AR	12/1/1993	4200 FT - 6 IN STEAM LINES OSON	0	0	0	USD
3002907	0	Ammo	21	Lonoke, AR	12/1/1993	2650 FT - 4 IN STEAM LINES OSON	0	0	0	USD
3002907	1	Ammo	21	Lonoke, AR	12/15/2008	ADD'L 4" STEAM REGULATOR	0	0	0	USD
3002908	0	Ammo	21	Lonoke, AR	12/1/1993	660 FT - 4 IN CONDENSATE LINES OSON	0	0	0	USD
3002909	0	Ammo	21	Lonoke, AR	12/1/1993	5328 FT - 3 IN STEAM LINES OSON	0	0	0	USD
3002910	0	Ammo	21	Lonoke, AR	12/1/1993	3408 FT - 2 IN STEAM LINES OSON	0	0	0	USD
3002911	0	Ammo	21	Lonoke, AR	12/1/1993	250FT.-12IN CAST IRON PIPE OS WATER	0	0	0	USD
3002912	0	Ammo	21	Lonoke, AR	12/1/1993	1000FT-8IN CAST IRON PIPE OS WATER	0	0	0	USD
3002913	0	Ammo	21	Lonoke, AR	12/1/1993	800FT- 310 CAST IRON PIPE OS WATER	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3002914	0	Ammo		21 Lonoke, AR	12/1/1993	2827FT-2IN CAST IRON PIPE OS WATER	0	0	0	USD
3002914	1	Ammo		21 Lonoke, AR	12/1/1993	OUTSIDE WATER LINES SAFETY SHOWERS	0	0	0	USD
3002915	0	Ammo		21 Lonoke, AR	12/1/1993	1415 FT-6IN NATURAL GAS LINE U'GD OS	0	0	0	USD
3002916	0	Ammo		21 Lonoke, AR	12/1/1993	780FT-4IN NATURAL GAS LINEU'GD OS	0	0	0	USD
3002917	0	Ammo		21 Lonoke, AR	12/1/1993	198FT-20IN CAST IRON PIPE OS FIRE LINES	0	0	0	USD
3002918	0	Ammo		21 Lonoke, AR	12/1/1993	5544FT-18 IN CAST IRON PIPE OS FIRE LIN	0	0	0	USD
3002918	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST-INSTALL POST INDICATOR VALVE	0	0	0	USD
3002919	0	Ammo		21 Lonoke, AR	12/1/1993	2718FT-10IN CAST IRON PIPE OS FIRE LINE	0	0	0	USD
3002920	0	Ammo		21 Lonoke, AR	12/1/1993	5174FT-8IN CAST IRON PIPE OS FIRE LINE	0	0	0	USD
3002921	0	Ammo		21 Lonoke, AR	12/1/1993	3096FT-6IN CAST IRON PIPE OS FIRE LINE	0	0	0	USD
3002922	0	Ammo		21 Lonoke, AR	12/1/1993	684FT-4IN CAST IRON PIPE OS FIRE LINE	0	0	0	USD
3002923	0	Ammo		21 Lonoke, AR	12/1/1993	540 FT - 6 IN AIR LINE GALVANIZED OSO	0	0	0	USD
3002924	0	Ammo		21 Lonoke, AR	12/1/1993	5565 FT - 3 IN AIR LINE GALVANIZED OSO	0	0	0	USD
3002925	0	Ammo		21 Lonoke, AR	12/1/1993	1732 FT - 2 IN AIR LINE GALVANIZED OSO	0	0	0	USD
3002926	0	Ammo		21 Lonoke, AR	12/1/1993	462FT-1.5IN SCH 40 GALV PIPE OS AIR LIN	0	0	0	USD
3002927	0	Ammo		21 Lonoke, AR	12/1/1993	651FT-1INSCH 40 GALV PIPE OS LINE	0	0	0	USD
3002928	0	Ammo		21 Lonoke, AR	12/1/1993	STEEL PIPE SUPPORTS OSON LINE SUPPORT	0	0	0	USD
3002929	0	Ammo		21 Lonoke, AR	12/1/1993	O'SIDE ELEC LINES MAIN 13.8 KV & SEC 48	0	0	0	USD
3002929	1	Ammo		21 Lonoke, AR	2/15/1994	ADDL-FEED LINE MAIN SUB 120093	0	0	0	USD
3002929	2	Ammo		21 Lonoke, AR	12/1/1993	PRIMARY FD LINES BLDG 709/804	0	0	0	USD
3002929	3	Ammo		21 Lonoke, AR	4/15/2004	ADD'L PRIMARY ELECT FEED LINE	0	0	0	USD
3002929	4	Ammo		21 Lonoke, AR	12/15/2005	WOODEN UTILITY POLES	0	0	0	USD
3002929	5	Ammo		21 Lonoke, AR	7/15/2006	OUTSIDE UTILITY POLES	0	0	0	USD
3002929	6	Ammo		21 Lonoke, AR	10/15/2006	ADD'L 8 UTILITY POLES	0	0	0	USD
3002929	7	Ammo		21 Lonoke, AR	12/15/2006	UTILITY POLE B-16	0	0	0	USD
3002930	0	Ammo		21 Lonoke, AR	12/1/1993	PURCHASED POWER SUBSTATION GRADING	0	0	0	USD
3002930	1	Ammo		21 Lonoke, AR	8/15/1996	ADDL - POWER FACTOR CORRECTION	0	0	0	USD
3002930	2	Ammo		21 Lonoke, AR	1/15/2006	POWER FACTOR CORRECTION EQUIPMENT	0	0	0	USD
3002930	3	Ammo		21 Lonoke, AR	11/15/2007	ADD'L PF CONNECTION - SUB 3	0	0	0	USD
3002931	0	Ammo		21 Lonoke, AR	12/1/1993	ELECTRIC SUB STATION #9 6	0	0	0	USD
3002932	0	Ammo		21 Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #3-5	0	0	0	USD
3002933	0	Ammo		21 Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #3-5-2	0	0	0	USD
3002934	0	Ammo		21 Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #5-3-1	0	0	0	USD
3002935	0	Ammo		21 Lonoke, AR	12/1/1993	SUBSTATION #1 SHOT SHELL NORTH	0	0	0	USD
3002935	2	Ammo		21 Lonoke, AR	2/15/2011	ADD'L RETROFIT CIRCUIT BREAKER #1 101680	0	0	0	USD
3002936	0	Ammo		21 Lonoke, AR	12/1/1993	SUBSTATION #2 SHOT SHELL SOUTH	0	0	0	USD
3002936	4	Ammo		21 Lonoke, AR	2/15/2011	ADD'L RETROFIT CIRCUIT BREAKER #2 101680	0	0	0	USD
3002937	0	Ammo		21 Lonoke, AR	12/1/1993	SUBSTATION #3 CENTER FIRE COMMON	0	0	0	USD
3002937	1	Ammo		21 Lonoke, AR	9/15/2006	RETROFIT CIRCUIT BREAKER	0	0	0	USD
3002938	0	Ammo		21 Lonoke, AR	12/1/1993	SUBSTATION #4 CENTER FIRE WEST	0	0	0	USD
3002938	3	Ammo		21 Lonoke, AR	2/15/2011	ADD'L RETROFIT CIRCUIT BREAKER #4 101680	0	0	0	USD
3002939	0	Ammo		21 Lonoke, AR	12/1/1993	SUBSTATION #5 C.F. EAST	0	0	0	USD
3002939	1	Ammo		21 Lonoke, AR	12/1/1993	2500 KVA SUBSTATION TRANSFORMER	0	0	0	USD
3002939	3	Ammo		21 Lonoke, AR	2/15/2011	ADD'L RETROFIT CIRCUIT BREAKER #5 101680	0	0	0	USD
3002940	0	Ammo		21 Lonoke, AR	12/1/1993	SUBSTATION #6 POWDER AREA	0	0	0	USD
3002941	0	Ammo		21 Lonoke, AR	12/1/1993	SUBSTATION #7 POWER HOUSE	0	0	0	USD
3002942	0	Ammo		21 Lonoke, AR	12/1/1993	SUBSTATION #8 POWER HOUSE	0	0	0	USD
3002942	1	Ammo		21 Lonoke, AR	12/1/1993	TRANSEMR COOLING FAN- CIRCUIT BRKR U	0	0	0	USD
3002942	3	Ammo		21 Lonoke, AR	2/15/2011	ADD'L RETROFIT CIRCUIT BREAKER #8 101680	0	0	0	USD
3002943	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL-TRANSFORMER 110076	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3002944	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #3-5 AL	0	0	0	USD
3002945	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #8-1 UTILITY SERVI	0	0	0	USD
3002946	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER	0	0	0	USD
3002947	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #3-5-1 AL	0	0	0	USD
3002948	0	Ammo	21	Lonoke, AR	12/1/1993	300T RAILROAD MOTOR TRUCK SCALE AND PIT	0	0	0	USD
3002948	1	Ammo	21	Lonoke, AR	10/15/1999	ADD'L REBUILD TRUCK SCALE 100563	0	0	0	USD
3002949	0	Ammo	21	Lonoke, AR	12/1/1993	PARK AREA LIFT PUMP AND 5 HP MOTOR MODE	0	0	0	USD
3002950	0	Ammo	21	Lonoke, AR	12/1/1993	PARK AREA LIFT PUMP AND 5 HP MOTOR MODE	0	0	0	USD
3002952	0	Ammo	21	Lonoke, AR	12/1/1993	EXHAUST SYSTEM W FAN BLDG 601	0	0	0	USD
3002952	1	Ammo	21	Lonoke, AR	3/15/1995	ADDL-RELOCATE EXHAUST FAN #601 2230	0	0	0	USD
3002953	0	Ammo	21	Lonoke, AR	12/1/1993	EXHAUST SYST-BALLISTICS SS CON	0	0	0	USD
3002954	0	Ammo	21	Lonoke, AR	12/1/1993	BALLISTICS AREA AIR CONDITIONER	0	0	0	USD
3002955	0	Ammo	21	Lonoke, AR	12/1/1993	SS LOAD PACK AND CASE MAKE-UP AIR COND	0	0	0	USD
3002956	0	Ammo	21	Lonoke, AR	12/1/1993	AIR CONDITIONER MAMMOTH GATE HSE	0	0	0	USD
3002957	0	Ammo	21	Lonoke, AR	12/1/1993	POWERED HEATING & AIR COND - OFC TRAILE	0	0	0	USD
3002958	0	Ammo	21	Lonoke, AR	12/1/1993	HEAT-AIR CONDITIONING UNIT BLDG 101	0	0	0	USD
3002959	0	Ammo	21	Lonoke, AR	12/1/1993	HEAT & VENT SYSTEM BLDG 736	0	0	0	USD
3002960	0	Ammo	21	Lonoke, AR	12/1/1993	DUST COLLECTOR AND 7 1 2 HP MOTOR SIZ	0	0	0	USD
3002961	0	Ammo	21	Lonoke, AR	12/1/1993	EXPLOSIVES SLUDGE TRTMNT INSTRUMENTN	0	0	0	USD
3002961	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-MISCL PARTS #736 110076	0	0	0	USD
3002962	0	Ammo	21	Lonoke, AR	12/1/1993	SUMP SYSTEM PUMP & SUMP Bldg 709	0	0	0	USD
3002963	0	Ammo	21	Lonoke, AR	12/1/1993	SUMP SYSTEM, PUMP & SUMP Bldg 711	0	0	0	USD
3002964	0	Ammo	21	Lonoke, AR	12/1/1993	SUMP SYSTEM, PUMP & SUMP (5) Bldg 712	0	0	0	USD
3002965	0	Ammo	21	Lonoke, AR	12/1/1993	SUMP SYSTEM, PUMP & SUMP Bldg 719	0	0	0	USD
3002966	0	Ammo	21	Lonoke, AR	12/1/1993	SUMP SYSTEM, PUMP & SUMP Bldg 721	0	0	0	USD
3002967	0	Ammo	21	Lonoke, AR	12/1/1993	SUMP SYSTEM PUMP & SUMP Bldg 723	0	0	0	USD
3002968	0	Ammo	21	Lonoke, AR	12/1/1993	SUMP SYSTEM, PUMP & SUMP Bldg 724	0	0	0	USD
3002970	0	Ammo	21	Lonoke, AR	12/1/1993	MIX TANK SYSTEM W/EXHAUST	0	0	0	USD
3002971	0	Ammo	21	Lonoke, AR	12/1/1993	DUMP STATION W/FLEXIBLE CONVEYOR	0	0	0	USD
3002973	0	Ammo	21	Lonoke, AR	12/1/1993	PRETREAT HOLD TANK #736 110076	0	0	0	USD
3002974	0	Ammo	21	Lonoke, AR	12/1/1993	PREFILTER HOLD TANK #736 110076	0	0	0	USD
3002975	0	Ammo	21	Lonoke, AR	12/1/1993	PORTABLE ACID TANK #736 110076	0	0	0	USD
3002976	0	Ammo	21	Lonoke, AR	12/1/1993	PORTABLE ACID TANK #736 110076	0	0	0	USD
3002986	0	Ammo	21	Lonoke, AR	12/1/1993	E623-66 CLOSED HEX RECEIVING	0	0	0	USD
3002987	0	Ammo	21	Lonoke, AR	12/1/1993	E623-66 CLOSED HEX RECEIVING	0	0	0	USD
3002988	0	Ammo	21	Lonoke, AR	12/1/1993	E627-66 OPEN HEX RECEIVING	0	0	0	USD
3002989	0	Ammo	21	Lonoke, AR	12/1/1993	E627-66 OPEN HEX RECEIVING	0	0	0	USD
3002990	0	Ammo	21	Lonoke, AR	12/1/1993	E733-66 CLOSED HEX RECEIVING	0	0	0	USD
3002991	0	Ammo	21	Lonoke, AR	12/1/1993	E733-66 CLOSED HEX RECEIVING	0	0	0	USD
3002992	0	Ammo	21	Lonoke, AR	12/1/1993	E733-66 CLOSED HEX RECEIVING	0	0	0	USD
3002993	0	Ammo	21	Lonoke, AR	12/1/1993	E733-66 CLOSED HEX RECEIVING	0	0	0	USD
3002994	0	Ammo	21	Lonoke, AR	12/1/1993	E742-66 CLOSED HEX RECEIVING	0	0	0	USD
3002995	0	Ammo	21	Lonoke, AR	12/1/1993	E768-66 CLOSED HEX RECEIVING	0	0	0	USD
3002997	0	Ammo	21	Lonoke, AR	12/1/1993	E821-66 OPEN HEX RECEIVING	0	0	0	USD
3003044	0	Ammo	21	Lonoke, AR	12/1/1993	D407-67 PROFILE SECT-2 P&R LAW ENFOR	0	0	0	USD
3003045	0	Ammo	21	Lonoke, AR	12/1/1993	D406-67 PROFILE SECT-2 P&R LAW ENFOR	0	0	0	USD
3003046	0	Ammo	21	Lonoke, AR	12/1/1993	D408-67 PROFILE SECT-2 P&R LAW ENFOR	0	0	0	USD
3003048	0	Ammo	21	Lonoke, AR	12/1/1993	C27-67 PROFILE SECT-2 P&R LAW ENFOR	0	0	0	USD
3003049	2	Ammo	21	Lonoke, AR	5/15/1997	ADDL-SCALE CONVERSION 2ND FLR FURNACE	0	0	0	USD
3003052	0	Ammo	21	Lonoke, AR	12/1/1993	LUBE FILTER SYSTEM-CF DRAW S N 9419	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003054	0	Ammo	21	Lonoke, AR	12/1/1993	DISPATCH OVEN #726	0	0	0	USD
3003054	1	Ammo	21	Lonoke, AR	12/1/1993	POWER PACKAGES & CONTROLLER FOR SMALL D #726	0	0	0	USD
3003054	4	Ammo	21	Lonoke, AR	12/15/2001	ADD'L #726 ANNEAL FURNACE	0	0	0	USD
3003054	5	Ammo	21	Lonoke, AR	8/15/2004	ADD'L CF #726 ANNEAL EXIT CONVEYOR	0	0	0	USD
3003055	0	Ammo	21	Lonoke, AR	12/1/1993	ANNEALING FURNACE #725	0	0	0	USD
3003055	3	Ammo	21	Lonoke, AR	3/15/2002	ADD'L #725 ANNEAL FURNACE	0	0	0	USD
3003055	4	Ammo	21	Lonoke, AR	12/15/2002	ADD'L BELT #725	0	0	0	USD
3003055	7	Ammo	21	Lonoke, AR	3/15/2003	ADD'L #725 FURNACE	0	0	0	USD
3003056	0	Ammo	21	Lonoke, AR	12/1/1993	DISPATCH ANNEALING FURNACE #727	0	0	0	USD
3003056	3	Ammo	21	Lonoke, AR	12/1/1993	RPL/REP CERAMIC BLKS/WALLS #727 120593	0	0	0	USD
3003056	4	Ammo	21	Lonoke, AR	6/14/1995	ADDL REPLACE DISCHARGE CHUTE #727	0	0	0	USD
3003056	5	Ammo	21	Lonoke, AR	2/15/1997	ADDL-REBUILD #727 ANNEAL FURNACE	0	0	0	USD
3003056	6	Ammo	21	Lonoke, AR	3/15/2001	ANNEAL FURNACE CONVEYOR #727	0	0	0	USD
3003057	0	Ammo	21	Lonoke, AR	12/1/1993	CUP CONTAINER ELEVATOR & HOPPER #799	0	0	0	USD
3003057	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-REBUILD BUGGY LIFT #799	0	0	0	USD
3003060	0	Ammo	21	Lonoke, AR	12/1/1993	CASE AREA BUGGY LIFT #10	0	0	0	USD
3003061	0	Ammo	21	Lonoke, AR	12/1/1993	USAR-LONEA BUGGY LIFT #11	0	0	0	USD
3003062	0	Ammo	21	Lonoke, AR	12/1/1993	ELEVATOR VERTICAL LIFT MODEL VL-11-4 #727	0	0	0	USD
3003062	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-REBUILD BUGGY LIFT #727	0	0	0	USD
3003069	0	Ammo	21	Lonoke, AR	12/1/1993	COMPONENT DRYER FOR #725 FURNACE	0	0	0	USD
3003071	0	Ammo	21	Lonoke, AR	12/1/1993	4 CONE WASH UNIT FOR #726 OVEN	0	0	0	USD
3003071	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-VENT HOOD #726 120082	0	0	0	USD
3003071	3	Ammo	21	Lonoke, AR	3/15/1996	ADDL-FRAME,TANK,FLOOR #726	0	0	0	USD
3003072	0	Ammo	21	Lonoke, AR	12/1/1993	4 CONE PICKLE & WASH UNIT FOR #725 BURN	0	0	0	USD
3003072	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-VENT HOOD #725 120082	0	0	0	USD
3003072	4	Ammo	21	Lonoke, AR	3/15/1996	ADDL-FRAME,TANK,FLOOR #725	0	0	0	USD
3003073	0	Ammo	21	Lonoke, AR	12/1/1993	4 CONE PICKLE & RINSE W MTR. #727	0	0	0	USD
3003073	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-VENT HOOD #727 120082	0	0	0	USD
3003073	3	Ammo	21	Lonoke, AR	3/15/1996	ADDL-FRAME & TANK #727	0	0	0	USD
3003073	4	Ammo	21	Lonoke, AR	2/15/2006	#727 WASH UNIT CONE	0	0	0	USD
3003075	0	Ammo	21	Lonoke, AR	12/1/1993	FARVAL LUBRICATION SYSTEM FOR #725 FURN	0	0	0	USD
3003076	0	Ammo	21	Lonoke, AR	12/1/1993	SECONDARY DRAW LUBE SYSTEM	0	0	0	USD
3003077	0	Ammo	21	Lonoke, AR	12/1/1993	C-22 BLISS DRAW PRESS	0	0	0	USD
3003078	0	Ammo	21	Lonoke, AR	12/1/1993	C-22 BLISS DRAW PRESS	0	0	0	USD
3003079	0	Ammo	21	Lonoke, AR	12/1/1993	C-22 BLISS DRAW PRESS	0	0	0	USD
3003080	0	Ammo	21	Lonoke, AR	12/1/1993	C-22 BLISS DRAW PRESS	0	0	0	USD
3003081	0	Ammo	21	Lonoke, AR	12/1/1993	STANDARD REMINGTON DRAW PRESS	0	0	0	USD
3003082	0	Ammo	21	Lonoke, AR	12/1/1993	STANDARD REMINGTON DRAW PRESS	0	0	0	USD
3003084	0	Ammo	21	Lonoke, AR	12/1/1993	NIAGRA FIRST DRAW PRESS #185	0	0	0	USD
3003085	0	Ammo	21	Lonoke, AR	12/1/1993	#6 BLISS CUPPING PRESS (STORAGE)	0	0	0	USD
3003085	1	Ammo	21	Lonoke, AR	12/1/1993	NOISE CONTROL ENCLOSURE-52-11942 U	0	0	0	USD
3003085	2	Ammo	21	Lonoke, AR	12/1/1993	ADDL.-CONVEYOR STEEL BELT 120149 T	0	0	0	USD
3003085	3	Ammo	21	Lonoke, AR	10/15/1996	ADDL-#226 OVERHAUL	0	0	0	USD
3003085	4	Ammo	21	Lonoke, AR	10/15/1999	ADD'L UNCOILDER 100658	0	0	0	USD
3003086	0	Ammo	21	Lonoke, AR	12/1/1993	#5 BLISS CUP PRESS S/N H57943 #231	0	0	0	USD
3003087	2	Ammo	21	Lonoke, AR	10/15/1999	ADD'L UNCOILER 100658	0	0	0	USD
3003088	0	Ammo	21	Lonoke, AR	12/1/1993	#6 BLISS CUPPING PRESS	0	0	0	USD
3003088	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-REBUILD #227 CUPPING PRESS	0	0	0	USD
3003088	2	Ammo	21	Lonoke, AR	6/14/1995	ADDL #227 CONVEYOR REPLACEMENT	0	0	0	USD
3003088	3	Ammo	21	Lonoke, AR	10/15/1999	ADD'L UNCOILER 100658	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003089	0	Ammo		21 Lonoke, AR	12/1/1993	WATERBURY-FARREL CUPPING PRESS	0	0	0	USD
3003089	1	Ammo		21 Lonoke, AR	9/15/1995	ADDL - REBUILD CUPPING PRESS #228	0	0	0	USD
3003089	2	Ammo		21 Lonoke, AR	9/15/1995	ADDL - COMPONENT CONVEYOR REPLACEMENT	0	0	0	USD
3003089	3	Ammo		21 Lonoke, AR	10/15/1999	ADD'L UNCOILER 100658	0	0	0	USD
3003090	0	Ammo		21 Lonoke, AR	12/1/1993	#229 BLISS CUPPING PRESS	0	0	0	USD
3003090	2	Ammo		21 Lonoke, AR	10/15/1999	ADD'L UNCOILER 100658	0	0	0	USD
3003091	0	Ammo		21 Lonoke, AR	12/1/1993	C-35 BLISS DRAW PRESS #195	0	0	0	USD
3003091	2	Ammo		21 Lonoke, AR	12/1/1993	MOD DRAW PRESS	0	0	0	USD
3003091	3	Ammo		21 Lonoke, AR	12/1/1993	MOD-C-35 JKT DRAW 120150	0	0	0	USD
3003091	4	Ammo		21 Lonoke, AR	12/1/1993	#195 C-35 DRAW PINCH CUTOFF 120540	0	0	0	USD
3003091	5	Ammo		21 Lonoke, AR	12/15/1997	ADD'L SCRAP RING CONVEYOR	0	0	0	USD
3003092	0	Ammo		21 Lonoke, AR	12/1/1993	C-35 BLISS DRAW PRESS #187	0	0	0	USD
3003092	1	Ammo		21 Lonoke, AR	12/1/1993	C-35 BLISS DRAW PRESS - ADDITIONAL COST	0	0	0	USD
3003092	2	Ammo		21 Lonoke, AR	12/15/2005	ADD'L 32 AUTO FEED BOWL	0	0	0	USD
3003093	0	Ammo		21 Lonoke, AR	12/1/1993	C-35 BLISS DRAW PRESS #200	0	0	0	USD
3003093	2	Ammo		21 Lonoke, AR	3/15/1998	ADD'L SCRAP RING CONVEYOR 2544/100376	0	0	0	USD
3003094	0	Ammo		21 Lonoke, AR	12/1/1993	C-35 BLISS DRAW PRESS #201	0	0	0	USD
3003094	1	Ammo		21 Lonoke, AR	3/15/1998	ADD'L SCRAP RING CONVEYOR 2544/100376	0	0	0	USD
3003094	2	Ammo		21 Lonoke, AR	12/15/2002	ADD'L DRAW PRESS #201	0	0	0	USD
3003095	0	Ammo		21 Lonoke, AR	12/1/1993	JKT DRAW PRESS C-35 BLISS-CF MOD	0	0	0	USD
3003095	1	Ammo		21 Lonoke, AR	12/1/1993	PRAB INCLINE CONVYR MCH #241	0	0	0	USD
3003095	2	Ammo		21 Lonoke, AR	12/14/1995	ADDL - CONVEYOR MODIFICATION - 241	0	0	0	USD
3003095	3	Ammo		21 Lonoke, AR	12/15/2012	VIBRATORY FEED BOWL 101783	0	0	0	USD
3003096	0	Ammo		21 Lonoke, AR	12/1/1993	MOD & INS DRAW PRESS #193	0	0	0	USD
3003096	2	Ammo		21 Lonoke, AR	12/15/1997	ADD'L SCRAP RING CONVEYOR	0	0	0	USD
3003096	3	Ammo		21 Lonoke, AR	2/15/2006	ADD'L DIE SET	0	0	0	USD
3003097	1	Ammo		21 Lonoke, AR	12/1/1993	PRAB INCLINE CONVEYR MCH #240	0	0	0	USD
3003097	2	Ammo		21 Lonoke, AR	12/14/1995	ADDL - CONVEYOR MODIFICATION - 240	0	0	0	USD
3003098	0	Ammo		21 Lonoke, AR	12/1/1993	C-35 JACKET DRAW PRESS #238 T	0	0	0	USD
3003098	1	Ammo		21 Lonoke, AR	12/1/1993	PIVOT BELT CONVYR #238 120249	0	0	0	USD
3003098	2	Ammo		21 Lonoke, AR	12/14/1995	ADDL - CONVEYOR MODIFICATION - 238	0	0	0	USD
3003099	2	Ammo		21 Lonoke, AR	12/14/1995	ADDL - CONVEYOR MODIFICATION - 239	0	0	0	USD
3003100	0	Ammo		21 Lonoke, AR	12/1/1993	#62 BLISS DUPLEX DRAW PRESS #159/161	0	0	0	USD
3003100	1	Ammo		21 Lonoke, AR	12/1/1993	#159/160 #62 DRAW PINCH CUTOFF 120540 #159/161	0	0	0	USD
3003102	0	Ammo		21 Lonoke, AR	12/1/1993	#304 BLISS DRAW PRESS #175	0	0	0	USD
3003102	1	Ammo		21 Lonoke, AR	6/15/1996	ADDL-#175 DIE SET - PINCH TRIM	0	0	0	USD
3003102	2	Ammo		21 Lonoke, AR	12/15/1996	ADDL - #175 PINCH TRIM FEED/CONVEYOR	0	0	0	USD
3003102	3	Ammo		21 Lonoke, AR	11/15/1999	ADD'L REBUILD #175 100645	0	0	0	USD
3003104	0	Ammo		21 Lonoke, AR	12/1/1993	PERKINS PRESS 62-04860 T	0	0	0	USD
3003104	1	Ammo		21 Lonoke, AR	12/1/1993	PERKINS PRESS T	0	0	0	USD
3003104	2	Ammo		21 Lonoke, AR	12/1/1993	ADD COST PERKINS PRESS #1 U	0	0	0	USD
3003104	3	Ammo		21 Lonoke, AR	6/15/1999	CONVEYORS	0	0	0	USD
3003105	0	Ammo		21 Lonoke, AR	12/1/1993	PERKINS PRESS 62-04860 T	0	0	0	USD
3003105	1	Ammo		21 Lonoke, AR	12/1/1993	PERKINS PRESS T	0	0	0	USD
3003105	2	Ammo		21 Lonoke, AR	6/15/1999	CONVEYORS	0	0	0	USD
3003106	0	Ammo		21 Lonoke, AR	12/1/1993	FEEDER - CIRCULAR VIBRATOR BOWL	0	0	0	USD
3003107	0	Ammo		21 Lonoke, AR	12/1/1993	VIBRATORY FEED SYSTEM PHILCO #174	0	0	0	USD
3003108	0	Ammo		21 Lonoke, AR	12/1/1993	VIBRATORY FEED SYSTEM PHILCO #196	0	0	0	USD
3003109	0	Ammo		21 Lonoke, AR	12/1/1993	VIBRATORY FEED SYSTEM PHILCO #200	0	0	0	USD
3003110	0	Ammo		21 Lonoke, AR	12/1/1993	DOUBLE ROLL FEED	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003111	0	Ammo	21	Lonoke, AR	12/1/1993	LASER INSPECT UNIT-CASE #742	0	0	0	USD
3003123	0	Ammo	21	Lonoke, AR	12/1/1993	HOWE 6 TON SCALE	0	0	0	USD
3003123	2	Ammo	21	Lonoke, AR	5/15/1997	ADDL-SCALE CONVERSION 2ND FLR SHELL AREA	0	0	0	USD
3003125	0	Ammo	21	Lonoke, AR	12/1/1993	CARBURETOR KEMP MODEL 5-S #755	0	0	0	USD
3003127	0	Ammo	21	Lonoke, AR	12/1/1993	SKIP HOIST DUMPER	0	0	0	USD
3003128	0	Ammo	21	Lonoke, AR	12/1/1993	C.F. PRIMER AREA BUGGY LIFT EAST	0	0	0	USD
3003129	0	Ammo	21	Lonoke, AR	12/1/1993	BUGGY ELEVATOR FOR #724 WASH & DRY	0	0	0	USD
3003129	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-REBUILD BUGGY LIFT #724	0	0	0	USD
3003130	0	Ammo	21	Lonoke, AR	12/1/1993	BUGGY ELEVATOR FOR #723 WASH & DRY	0	0	0	USD
3003130	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-REBUILD BUGGY LIFT #723	0	0	0	USD
3003131	0	Ammo	21	Lonoke, AR	12/1/1993	BUGGY ELEVATOR FOR #722 LUBE & DRY	0	0	0	USD
3003131	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-REBUILD BUGGY LIFT #722	0	0	0	USD
3003132	0	Ammo	21	Lonoke, AR	12/1/1993	BUGGY ELEVATOR FOR #721 CHIP SEPERATOR	0	0	0	USD
3003132	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-REBUILD BUGGY LIFT #721	0	0	0	USD
3003133	0	Ammo	21	Lonoke, AR	12/1/1993	BUGGY ELEVATOR FOR #720 WASH & DRY	0	0	0	USD
3003134	0	Ammo	21	Lonoke, AR	12/1/1993	CASE AREA BUGGY LIFT #5	0	0	0	USD
3003135	0	Ammo	21	Lonoke, AR	12/1/1993	CASE AREA BUGGY LIFT #4	0	0	0	USD
3003136	0	Ammo	21	Lonoke, AR	12/1/1993	CASE AREA BUGGY LIFT #3	0	0	0	USD
3003137	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK CUT OFF MACHINE #389	0	0	0	USD
3003138	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK CUT-OFF MACHINE #390	0	0	0	USD
3003139	0	Ammo	21	Lonoke, AR	12/1/1993	B.R. CUT-OFF MACHINE #114A	0	0	0	USD
3003141	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK CUT-OFF MACHINE #385	0	0	0	USD
3003142	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK CUT-OFF MACHINE #393	0	0	0	USD
3003143	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK CUT-OFF MACHINE #381	0	0	0	USD
3003144	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK C4T-OFF MACHINE #380	0	0	0	USD
3003145	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEADTURN MACHINE #106	0	0	0	USD
3003151	0	Ammo	21	Lonoke, AR	12/1/1993	BLACKROCK CUT-OFF MACHINE #398 S/N 3646	0	0	0	USD
3003152	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #396	0	0	0	USD
3003156	0	Ammo	21	Lonoke, AR	12/1/1993	DRYER FOR #723 WASH & DRY	0	0	0	USD
3003157	0	Ammo	21	Lonoke, AR	12/1/1993	GAS FIRED DRYER #720 7-COVE WEST T	0	0	0	USD
3003159	0	Ammo	21	Lonoke, AR	12/1/1993	14 CONE WASH UNIT #720	0	0	0	USD
3003159	2	Ammo	21	Lonoke, AR	5/15/2001	ADD'L ALKALI CONTROLS SYS	0	0	0	USD
3003159	3	Ammo	21	Lonoke, AR	3/15/2003	#720 WASH UNIT	0	0	0	USD
3003160	0	Ammo	21	Lonoke, AR	12/1/1993	7 CONE WASH & DRY UNIT	0	0	0	USD
3003160	3	Ammo	21	Lonoke, AR	3/15/2001	REBUILD #723 WASH	0	0	0	USD
3003161	0	Ammo	21	Lonoke, AR	12/1/1993	RANSOHOFF LUBE & DRY UNIT	0	0	0	USD
3003162	0	Ammo	21	Lonoke, AR	12/1/1993	CONE WASH DRYER	0	0	0	USD
3003163	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #113	0	0	0	USD
3003163	1	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #113A SINGLE LINE FEEDER 101649	0	0	0	USD
3003164	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #114	0	0	0	USD
3003164	1	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #114 SINGLE LINE FEEDER 101649	0	0	0	USD
3003165	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #115	0	0	0	USD
3003166	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #116	0	0	0	USD
3003167	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #117	0	0	0	USD
3003167	1	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER MCH #117	0	0	0	USD
3003168	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #118	0	0	0	USD
3003169	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK CUT-OFF TRIM MACHINE #119	0	0	0	USD
3003169	1	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #119 SINGLE LINE FEEDER 101649	0	0	0	USD
3003170	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #120	0	0	0	USD
3003171	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #127	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003171	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-#127 CONVEYOR/REARRANGE	0	0	0	USD
3003172	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #128	0	0	0	USD
3003172	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-#128 CONVEYOR/REARRANGE	0	0	0	USD
3003173	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #129	0	0	0	USD
3003173	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-#129 CONVEYOR/REARRANGE	0	0	0	USD
3003174	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #122	0	0	0	USD
3003175	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #106	0	0	0	USD
3003175	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-#126 CONVEYOR/REARRANGE	0	0	0	USD
3003175	2	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #106 SINGLE LINE FEEDER 101649	0	0	0	USD
3003176	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #125	0	0	0	USD
3003176	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-#125 CONVEYOR/REARRANGE	0	0	0	USD
3003177	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #109	0	0	0	USD
3003178	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #108	0	0	0	USD
3003178	2	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #108 SINGLE LINE FEEDER 101649	0	0	0	USD
3003179	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #107	0	0	0	USD
3003179	2	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #107 SINGLE LINE FEEDER 101649	0	0	0	USD
3003180	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #105	0	0	0	USD
3003180	2	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #105 SINGLE LINE FEEDER 101649	0	0	0	USD
3003181	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #110	0	0	0	USD
3003182	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEAD TURN MACHINE #124	0	0	0	USD
3003182	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-#124 CONVEYOR/REARRANGE	0	0	0	USD
3003183	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEADTURN MACHINE #111	0	0	0	USD
3003184	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEADTURN #130	0	0	0	USD
3003184	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-#130 CONVEYOR/REARRANGE	0	0	0	USD
3003185	0	Ammo	21	Lonoke, AR	12/1/1993	BLACK ROCK HEADTURN #112	0	0	0	USD
3003186	0	Ammo	21	Lonoke, AR	12/1/1993	BLACKROCK HEADTURN MACHINE #121 S/N 3635	0	0	0	USD
3003186	2	Ammo	21	Lonoke, AR	1/15/1997	ADDL-#121 CONVEYOR/REARRANGE	0	0	0	USD
3003188	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON DIAL ANNEALER	0	0	0	USD
3003188	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #378 TABLE ANNEALER	0	0	0	USD
3003188	2	Ammo	21	Lonoke, AR	1/15/1999	ADD'L BODY ANNEALER #378	0	0	0	USD
3003189	0	Ammo	21	Lonoke, AR	12/1/1993	#371 REMINGTON DIAL ANNEALER	0	0	0	USD
3003189	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #371 TABLE ANNEALER	0	0	0	USD
3003189	2	Ammo	21	Lonoke, AR	12/15/1998	ADD'L MOD ANNEALER #371	0	0	0	USD
3003193	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON TURRET MOUTH TRIM #73/74	0	0	0	USD
3003194	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON TURRET MOUTH TRIM	0	0	0	USD
3003194	1	Ammo	21	Lonoke, AR	12/1/1993	COLLATORS-2 MACHINE #75/76 120329	0	0	0	USD
3003194	2	Ammo	21	Lonoke, AR	3/15/2004	ADD'L #75 TURRET TRIM	0	0	0	USD
3003194	3	Ammo	21	Lonoke, AR	11/15/2005	TRIM STROKE MEASUREMENT	0	0	0	USD
3003195	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON TURRET MOUTH TRIM #77/78	0	0	0	USD
3003195	1	Ammo	21	Lonoke, AR	12/1/1993	COLLATOR-2 MACHINE #77/78 120329	0	0	0	USD
3003195	2	Ammo	21	Lonoke, AR	3/15/2004	ADD'L #77 TURRET TRIM	0	0	0	USD
3003195	3	Ammo	21	Lonoke, AR	12/15/2004	ADD'L STROKE SENSOR	0	0	0	USD
3003196	0	Ammo	21	Lonoke, AR	12/1/1993	REM TURRET MOUTH TRIM #65/66	0	0	0	USD
3003197	0	Ammo	21	Lonoke, AR	12/1/1993	REM TURRET MOUTH TRIM	0	0	0	USD
3003198	0	Ammo	21	Lonoke, AR	12/1/1993	TURRET MOUTH TRIM	0	0	0	USD
3003198	1	Ammo	21	Lonoke, AR	12/1/1993	COLLATORS-2 MACHINE #69/70 120329	0	0	0	USD
3003198	2	Ammo	21	Lonoke, AR	6/15/1997	ADDL-69/70 22 WIN MAG FEED	0	0	0	USD
3003198	3	Ammo	21	Lonoke, AR	11/15/2005	TRIM STROKE MEASUREMENT	0	0	0	USD
3003199	0	Ammo	21	Lonoke, AR	12/1/1993	MOUTH TRIM MACHINE	0	0	0	USD
3003199	2	Ammo	21	Lonoke, AR	3/15/2004	ADD'L #71 TURRET TRIM	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003199	3	Ammo	21	Lonoke, AR	2/16/2006	ADD'L #71/72 STROKE MEASURE SYS	0	0	0	USD
3003200	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON TURRET TRIM #79/80	0	0	0	USD
3003200	1	Ammo	21	Lonoke, AR	12/1/1993	COLLATORS-2 MACHINE #79/80 120329	0	0	0	USD
3003200	2	Ammo	21	Lonoke, AR	3/15/2004	ADD'L #79 TURRET TRIM	0	0	0	USD
3003200	3	Ammo	21	Lonoke, AR	11/15/2005	TRIM STROKE MEASUREMENT	0	0	0	USD
3003201	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON TURRET TRIM #63/64	0	0	0	USD
3003201	1	Ammo	21	Lonoke, AR	12/1/1993	MODERNIZATION & DESIGN	0	0	0	USD
3003218	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-TAPER TRIM #95 120330	0	0	0	USD
3003218	1	Ammo	21	Lonoke, AR	7/15/2010	ADD'L FEED SYSTEM #95 101636	0	0	0	USD
3003219	0	Ammo	21	Lonoke, AR	12/1/1993	BLISS TAPER PRESS #81	0	0	0	USD
3003219	1	Ammo	21	Lonoke, AR	12/1/1993	MODERNIZATION & DESIGN	0	0	0	USD
3003219	2	Ammo	21	Lonoke, AR	11/15/1999	ADD'L UPGRADE TAPER PRESS #81	0	0	0	USD
3003224	0	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEED SYSTEM PHILCO #65	0	0	0	USD
3003225	0	Ammo	21	Lonoke, AR	12/1/1993	#4 BLISS HEADER #138	0	0	0	USD
3003225	1	Ammo	21	Lonoke, AR	5/15/2001	REB HEADER #142	0	0	0	USD
3003225	2	Ammo	21	Lonoke, AR	3/15/2007	ADD'L HEADER #138	0	0	0	USD
3003226	0	Ammo	21	Lonoke, AR	12/1/1993	#4 BLISS HORIZONTAL HEAD PRESS O/H #133	0	0	0	USD
3003226	1	Ammo	21	Lonoke, AR	6/15/1999	ADD'L MAGNUM FEEDER #133	0	0	0	USD
3003226	2	Ammo	21	Lonoke, AR	4/15/2000	ADD'L INSTALL FEED #133	0	0	0	USD
3003238	0	Ammo	21	Lonoke, AR	12/1/1993	LUBE FILTER SYSTEM BLT JKT DRAW	0	0	0	USD
3003239	0	Ammo	21	Lonoke, AR	12/1/1993	SCRAP LEAD REMELT KETTLE SERIAL #8418	0	0	0	USD
3003239	2	Ammo	21	Lonoke, AR	2/15/2002	ADD'L REMELT FURNACE CONTROLS	0	0	0	USD
3003240	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD KETTLE & STAND	0	0	0	USD
3003240	3	Ammo	21	Lonoke, AR	11/15/2005	KETTLE CONTROL SYSTEM	0	0	0	USD
3003241	0	Ammo	21	Lonoke, AR	12/1/1993	TUMBLING DUST COLLECTOR & 15 HP MOTOR	0	0	0	USD
3003245	0	Ammo	21	Lonoke, AR	12/1/1993	SCRAP FEED HOPPER/VIB FEED LEAD REMLT	0	0	0	USD
3003246	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET AREA BUGGY LIFT	0	0	0	USD
3003247	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET AREA BUGGY LIFT	0	0	0	USD
3003248	0	Ammo	21	Lonoke, AR	12/1/1993	CF METAL FREIGHT ELEVATOR	0	0	0	USD
3003248	1	Ammo	21	Lonoke, AR	5/15/2000	REB CF #1 FREIGHT ELEVATOR	0	0	0	USD
3003251	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD PIG CONVEYOR	0	0	0	USD
3003252	0	Ammo	21	Lonoke, AR	12/1/1993	FEED CHUTES	0	0	0	USD
3003253	0	Ammo	21	Lonoke, AR	12/1/1993	VACUUM CLEANING SYSTEM-LEAD CORE INSP	0	0	0	USD
3003254	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD EXTRUDER & 200 HP MOTOR #68 WM2345	0	0	0	USD
3003254	2	Ammo	21	Lonoke, AR	8/14/1995	ADDL-LEAD EXTRUDER CONTROLLER	0	0	0	USD
3003256	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET GROOVE MACHINE	0	0	0	USD
3003257	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET GROOVE MACHINE	0	0	0	USD
3003258	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET GROOVE MACHINE #775	0	0	0	USD
3003258	1	Ammo	21	Lonoke, AR	10/15/1999	ADD'L MODIFY GROOVER 100662	0	0	0	USD
3003259	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET GROOVING MACHINE	0	0	0	USD
3003259	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L BLT GROOVING MACHINE	0	0	0	USD
3003260	0	Ammo	21	Lonoke, AR	12/1/1993	SLUG TUMBLE BARREL RANSO	0	0	0	USD
3003260	1	Ammo	21	Lonoke, AR	2/15/1998	ADD'L HOIST & MONORAIL	0	0	0	USD
3003261	0	Ammo	21	Lonoke, AR	12/1/1993	GRAPH TUMBLING BARREL RANSO	0	0	0	USD
3003262	0	Ammo	21	Lonoke, AR	12/1/1993	RANSOHOFF SAWDUST TUMBLER	0	0	0	USD
3003264	0	Ammo	21	Lonoke, AR	12/1/1993	PARTSWASH DRYER COLT	0	0	0	USD
3003265	0	Ammo	21	Lonoke, AR	12/1/1993	BUCKSHOT FORMER	0	0	0	USD
3003265	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-FORMER	0	0	0	USD
3003265	2	Ammo	21	Lonoke, AR	12/1/1993	ADDL-EXHAUST SYS B/S FORM MCH	0	0	0	USD
3003267	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET REFINISHER SERIAL #2026	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003268	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET REFINISHER SERIAL #1873	0	0	0	USD
3003269	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET REFINISHER #22565-5210	0	0	0	USD
3003270	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET REFINISHER SERIAL #2027	0	0	0	USD
3003271	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET REFINISHER SERIAL #2037	0	0	0	USD
3003272	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET REFINISHER #26377-5210	0	0	0	USD
3003273	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET REFINISHER #22566-5210	0	0	0	USD
3003274	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET REFINISHER SERIAL #1840	0	0	0	USD
3003275	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET PRESS SERIAL #21520-521	0	0	0	USD
3003276	0	Ammo	21	Lonoke, AR	12/1/1993	DENNISON BULLET PRESS SERIAL #21519-521	0	0	0	USD
3003279	0	Ammo	21	Lonoke, AR	12/1/1993	LASER INSPECT UNIT-BULLET #739	0	0	0	USD
3003280	0	Ammo	21	Lonoke, AR	12/1/1993	LASER INSPECT UNIT-BULLET #740	0	0	0	USD
3003281	0	Ammo	21	Lonoke, AR	12/1/1993	LASER INSPECT UNIT-BULLET #741	0	0	0	USD
3003281	1	Ammo	21	Lonoke, AR	3/15/1998	ADD'L BOWL FEEDER 2604/100434	0	0	0	USD
3003284	0	Ammo	21	Lonoke, AR	12/1/1993	SINGLE GIRDER PILOT CRANE	0	0	0	USD
3003285	0	Ammo	21	Lonoke, AR	12/1/1993	SINGLE GIRDER BRIDGE CRANE	0	0	0	USD
3003286	0	Ammo	21	Lonoke, AR	12/1/1993	OVERHEAD BRIDGE CRANE	0	0	0	USD
3003287	0	Ammo	21	Lonoke, AR	12/1/1993	1 TON MOTORIZED HOIST	0	0	0	USD
3003288	0	Ammo	21	Lonoke, AR	12/1/1993	SINGLE GIRDER PILOT BRIDGE CRANE 3 T	0	0	0	USD
3003289	0	Ammo	21	Lonoke, AR	12/1/1993	HOIST W MONORAIL T	0	0	0	USD
3003292	1	Ammo	21	Lonoke, AR	11/15/1996	5 STATION PLATING TANK 2463/100225	0	0	0	USD
3003293	0	Ammo	21	Lonoke, AR	12/1/1993	RINSE TANK #5	0	0	0	USD
3003294	0	Ammo	21	Lonoke, AR	12/1/1993	RINSE TANK #4	0	0	0	USD
3003297	0	Ammo	21	Lonoke, AR	12/1/1993	NICKEL PLATING TANK	0	0	0	USD
3003297	1	Ammo	21	Lonoke, AR	12/1/1993	ADD HEATING COILS-PLATING TANK U	0	0	0	USD
3003297	2	Ammo	21	Lonoke, AR	11/15/1996	ADDL - SINGLE STATION EXHAUST HOOD	0	0	0	USD
3003299	0	Ammo	21	Lonoke, AR	12/1/1993	3-STA COPPER SHOT PLATING SYSTEM	0	0	0	USD
3003299	1	Ammo	21	Lonoke, AR	7/15/1997	ADDL-REFURBISH TANKS-COPPER PLATED LEAD CORE	0	0	0	USD
3003301	0	Ammo	21	Lonoke, AR	12/1/1993	NICKEL PLAE RINSE TANK 120386	0	0	0	USD
3003303	0	Ammo	21	Lonoke, AR	12/1/1993	FILTER SYSTEM FOR CENTER FIRE PLATING	0	0	0	USD
3003305	0	Ammo	21	Lonoke, AR	12/1/1993	CLEANING RECTIFIER	0	0	0	USD
3003311	0	Ammo	21	Lonoke, AR	12/1/1993	BUGGY PLATFORM	0	0	0	USD
3003313	0	Ammo	21	Lonoke, AR	12/1/1993	DRY PLATING BAIRD BARREL	0	0	0	USD
3003314	0	Ammo	21	Lonoke, AR	12/1/1993	DRYER FOR CENTER FIRE PLATING UNIT	0	0	0	USD
3003315	0	Ammo	21	Lonoke, AR	12/1/1993	1 2 T CAP MONORAIL SYSTEM	0	0	0	USD
3003316	0	Ammo	21	Lonoke, AR	12/1/1993	YALE HOIST C F PLATING	0	0	0	USD
3003317	0	Ammo	21	Lonoke, AR	12/1/1993	YALE HOIST C F PLATING	0	0	0	USD
3003318	0	Ammo	21	Lonoke, AR	12/15/1993	HOIST YALE 1T CF PLAE 120095/LC0095	0	0	0	USD
3003320	2	Ammo	21	Lonoke, AR	5/15/1997	ADDL-SCALE CONVERSION 2ND FLR PRIME/LOAD	0	0	0	USD
3003322	0	Ammo	21	Lonoke, AR	12/1/1993	REM DIAL PRIMER PRESS WITH VIBRATORY FET	0	0	0	USD
3003322	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS REM#23 120570	0	0	0	USD
3003323	0	Ammo	21	Lonoke, AR	12/1/1993	V&O PIERCE & PRIMING MACHINE #32P	0	0	0	USD
3003323	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS V&O#32P 120570	0	0	0	USD
3003323	2	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER - MDL VBF-6L #32P	0	0	0	USD
3003324	0	Ammo	21	Lonoke, AR	12/1/1993	V&O PRIMING MACHINE #36P	0	0	0	USD
3003326	0	Ammo	21	Lonoke, AR	12/1/1993	V&D PRIMING PRESS #40P	0	0	0	USD
3003326	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS V&O#40P 120570	0	0	0	USD
3003326	2	Ammo	21	Lonoke, AR	12/1/1993	V&O PRIMING PRESS INSTALLATION COST #40P	0	0	0	USD
3003326	3	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER - MDL VBF-6L #40P	0	0	0	USD
3003326	4	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-WATER PROOF SYSTEM #40P	0	0	0	USD
3003328	3	Ammo	21	Lonoke, AR	12/1/1993	USAR-LONRY FEEDER - MDL VBF-6L #35P	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003328	5	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-WATERPROOF SYSTEM 52-12457 #35P	0	0	0	USD
3003328	6	Ammo	21	Lonoke, AR	1/15/1997	ADDL-LASER INSPECTION 35P	0	0	0	USD
3003330	3	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER - MDL VBF-6L #39P	0	0	0	USD
3003331	0	Ammo	21	Lonoke, AR	12/1/1993	V&O PRIMING PRESS #31P	0	0	0	USD
3003331	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS V&O#31P 120570	0	0	0	USD
3003331	2	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER - MDL VBF-6L #31P	0	0	0	USD
3003331	3	Ammo	21	Lonoke, AR	8/14/1995	ADDL-PRIMING #45 WATERPROOFING	0	0	0	USD
3003332	0	Ammo	21	Lonoke, AR	12/1/1993	V&O PRIMING PRESS HIGH SPEED P F #63P	0	0	0	USD
3003332	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS V&O#63P 120570	0	0	0	USD
3003332	3	Ammo	21	Lonoke, AR	6/15/2003	UPG V&O PRIMING MACHINE #63P	0	0	0	USD
3003332	4	Ammo	21	Lonoke, AR	5/15/2004	ADD'L PRIMING MCH 40 S&W CONVERT #63P	0	0	0	USD
3003333	0	Ammo	21	Lonoke, AR	12/1/1993	V&O PRIMING PRESS HIGH SPEED P F-65P	0	0	0	USD
3003333	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS V&O#65P 120570	0	0	0	USD
3003333	2	Ammo	21	Lonoke, AR	3/15/2004	ADD'L CF #65P HIGH SPEED PRIMING	0	0	0	USD
3003334	0	Ammo	21	Lonoke, AR	12/1/1993	V&O PRIMING PRESS HIGH-SPEED-PF#60P	0	0	0	USD
3003334	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS V&O#60P 120570	0	0	0	USD
3003334	2	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST V&O PRESS #60P	0	0	0	USD
3003334	3	Ammo	21	Lonoke, AR	12/1/1993	MODIFY #60P FOR 9MM 120456	0	0	0	USD
3003334	4	Ammo	21	Lonoke, AR	6/15/2003	UPG V&O PRIMING MACHINE #60P	0	0	0	USD
3003342	0	Ammo	21	Lonoke, AR	12/1/1993	2 FT X 6 FT SST POWDER POURING SINK	0	0	0	USD
3003344	0	Ammo	21	Lonoke, AR	12/1/1993	CF LOAD FREIGHT ELEVATOR	0	0	0	USD
3003346	0	Ammo	21	Lonoke, AR	12/1/1993	FEED CHUTES	0	0	0	USD
3003346	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-FEED CHUTES	0	0	0	USD
3003350	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003351	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003352	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003353	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003354	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003355	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003356	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003357	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003358	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003359	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003360	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003361	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003362	0	Ammo	21	Lonoke, AR	12/1/1993	POWDER STACK	0	0	0	USD
3003363	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #26	0	0	0	USD
3003363	1	Ammo	21	Lonoke, AR	9/15/1996	ADDL-REBUILD #26 DUPLEX LOADER	0	0	0	USD
3003364	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #27	0	0	0	USD
3003364	1	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #27 LOADER REJECT SYSTEM	0	0	0	USD
3003364	2	Ammo	21	Lonoke, AR	3/15/2001	REBUILD #27 LOADER	0	0	0	USD
3003364	3	Ammo	21	Lonoke, AR	3/15/2008	ADD'L FEEDERS #27	0	0	0	USD
3003365	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #28	0	0	0	USD
3003365	1	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #28 LOADER REJECT SYSTEM	0	0	0	USD
3003366	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #29	0	0	0	USD
3003366	2	Ammo	21	Lonoke, AR	2/15/1997	ADDL-#29 REJECT SYSTEM	0	0	0	USD
3003366	3	Ammo	21	Lonoke, AR	5/15/1997	ADDL-OVERHAUL #29 DUPLEX LOADER	0	0	0	USD
3003367	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #15	0	0	0	USD
3003367	1	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #15 LOADER REJECT SYSTEM	0	0	0	USD
3003367	3	Ammo	21	Lonoke, AR	3/15/2008	ADD'L FEEDERS #15	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003368	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #16	0	0	0	USD
3003368	1	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #16 LOADER REJECT SYSTEM	0	0	0	USD
3003368	2	Ammo	21	Lonoke, AR	2/15/2002	ADD'L COST #16 DUPLEX LOADER	0	0	0	USD
3003369	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #17	0	0	0	USD
3003369	2	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #17 LOADER REJECT SYSTEM	0	0	0	USD
3003369	3	Ammo	21	Lonoke, AR	3/15/2003	ADD'L DUPLEX LOADER	0	0	0	USD
3003370	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #18	0	0	0	USD
3003370	1	Ammo	21	Lonoke, AR	12/1/1993	REVISE DETECTS-DUPLEX LOADER U	0	0	0	USD
3003370	2	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #18 LOADER REJECT SYSTEM	0	0	0	USD
3003370	4	Ammo	21	Lonoke, AR	7/15/2007	ADD'L TOOLING DIAL	0	0	0	USD
3003371	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #25	0	0	0	USD
3003371	1	Ammo	21	Lonoke, AR	12/15/1996	ADDL - REBUILD #25 DUPLEX LOADER	0	0	0	USD
3003372	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #14	0	0	0	USD
3003372	3	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #14 LOADER REJECT SYSTEM	0	0	0	USD
3003373	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #24	0	0	0	USD
3003373	1	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER INSTALLATION COST	0	0	0	USD
3003373	2	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #24 LOADER REJECT SYSTEM	0	0	0	USD
3003373	3	Ammo	21	Lonoke, AR	6/15/1999	ADD'L REBUILD DUPLEX LOADER	0	0	0	USD
3003374	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #19	0	0	0	USD
3003374	1	Ammo	21	Lonoke, AR	12/1/1993	MODERNIZATION & DESIGN	0	0	0	USD
3003374	2	Ammo	21	Lonoke, AR	8/15/2004	UPGRADE CF #19 DUPLEX LOADER	0	0	0	USD
3003381	0	Ammo	21	Lonoke, AR	12/1/1993	PACK AREA BUGGY LIFT	0	0	0	USD
3003382	0	Ammo	21	Lonoke, AR	12/1/1993	COMP PK CASE CONVYR 120285	0	0	0	USD
3003383	0	Ammo	21	Lonoke, AR	12/1/1993	BOX CONVEYOR 18"X5"X30"	0	0	0	USD
3003384	0	Ammo	21	Lonoke, AR	12/1/1993	PACKED CASE CONVEYOR-CENTERFIRE	0	0	0	USD
3003384	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-MOD CONVEYOR HEIGHT TO 36"	0	0	0	USD
3003390	0	Ammo	21	Lonoke, AR	12/1/1993	RANSOHOFF TUMBLING UNIT W MTR ROTOCLONE	0	0	0	USD
3003394	1	Ammo	21	Lonoke, AR	12/1/1993	ADD-CONSTANT MOTION DRIVE #780 120564	0	0	0	USD
3003405	0	Ammo	21	Lonoke, AR	12/1/1993	BARCODE LASER SCANNER-CF 120520	0	0	0	USD
3003413	0	Ammo	21	Lonoke, AR	12/1/1993	ROOF EXHAUST FAN (FBV6234)	0	0	0	USD
3003414	0	Ammo	21	Lonoke, AR	12/1/1993	CENT EXHAUST & MOTOR (FBV1234)	0	0	0	USD
3003416	0	Ammo	21	Lonoke, AR	12/1/1993	MONORIAL SYSTEM (FBV4703)	0	0	0	USD
3003423	0	Ammo	21	Lonoke, AR	12/1/1993	HOIST RIMFIRE MAINTENANCE AREA	0	0	0	USD
3003427	0	Ammo	21	Lonoke, AR	12/1/1993	SCRAP REMOVAL CONVEYOR 403 CAP PRESS T	0	0	0	USD
3003431	0	Ammo	21	Lonoke, AR	12/1/1993	WASH UNIT #721B 101764	0	0	0	USD
3003432	0	Ammo	21	Lonoke, AR	12/1/1993	#401 RANSONOFF WASH & DRY	0	0	0	USD
3003432	1	Ammo	21	Lonoke, AR	5/15/2001	ADD'L PROGRAMMABLE CONTROLS	0	0	0	USD
3003435	0	Ammo	21	Lonoke, AR	12/1/1993	CAP PRESS	0	0	0	USD
3003435	1	Ammo	21	Lonoke, AR	3/15/1995	ADDL-DRIVE MOTOR/CNTRL #401 2211	0	0	0	USD
3003435	2	Ammo	21	Lonoke, AR	12/1/1993	DIE SET CAP PRESS	0	0	0	USD
3003435	6	Ammo	21	Lonoke, AR	1/15/2001	ADD'L FEED SYSTEM	0	0	0	USD
3003435	9	Ammo	21	Lonoke, AR	4/15/2008	ADD'L METAL TENSIONER #401	0	0	0	USD
3003437	0	Ammo	21	Lonoke, AR	12/1/1993	BLISS HALF HEAD PRESS #404	0	0	0	USD
3003437	2	Ammo	21	Lonoke, AR	12/1/1993	ADDL-OVERHAUL #404 HH 120575	0	0	0	USD
3003437	3	Ammo	21	Lonoke, AR	12/1/1993	ADDL #404 CAP HANDLING EQUIPMENT 120579	0	0	0	USD
3003437	4	Ammo	21	Lonoke, AR	4/15/1996	ADDL-VIBRATORY FEED SYSTEM	0	0	0	USD
3003437	5	Ammo	21	Lonoke, AR	4/15/1996	ADDL-VIBRATOYR FEED SYSTEM	0	0	0	USD
3003438	0	Ammo	21	Lonoke, AR	12/1/1993	BLISS HALF HEADER PRESS	0	0	0	USD
3003438	2	Ammo	21	Lonoke, AR	12/1/1993	ADDL-#406 CAP HANDLING EQUIPMENT 120579	0	0	0	USD
3003438	3	Ammo	21	Lonoke, AR	6/14/1995	ADDL REBUILD #406	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003438	4	Ammo	21	Lonoke, AR	4/15/1996	ADDL-VIBRATORY FEED SYSTEM	0	0	0	USD
3003438	5	Ammo	21	Lonoke, AR	4/15/1996	ADDL-VIBRATORY FEED SYSTEM	0	0	0	USD
3003439	0	Ammo	21	Lonoke, AR	12/1/1993	CAP PRESS-LACHAUSSEE #400	0	0	0	USD
3003439	3	Ammo	21	Lonoke, AR	11/15/2006	ADD' STRIP FEEDER	0	0	0	USD
3003439	5	Ammo	21	Lonoke, AR	11/15/2006	PRESS/DIE SET MONITORING	0	0	0	USD
3003439	6	Ammo	21	Lonoke, AR	10/15/2008	ADD'L 20 GA LB DIE SETUP	0	0	0	USD
3003439	7	Ammo	21	Lonoke, AR	2/15/2009	ADD'L #410 CAP PRESS STRIP ALIGNMENT	0	0	0	USD
3003442	0	Ammo	21	Lonoke, AR	12/1/1993	VIBRA BARREL FEEDER #404 HALF HEAD	0	0	0	USD
3003446	0	Ammo	21	Lonoke, AR	12/1/1993	ELECTRONIC PLATFORM SCALE CAP PRESS T	0	0	0	USD
3003446	1	Ammo	21	Lonoke, AR	5/15/1997	ADDL-SCALE CONVERSION CAP PRESS	0	0	0	USD
3003450	0	Ammo	21	Lonoke, AR	12/1/1993	BULK STORAGE SILO	0	0	0	USD
3003451	0	Ammo	21	Lonoke, AR	12/1/1993	BULK STORAGE SILO	0	0	0	USD
3003452	0	Ammo	21	Lonoke, AR	12/1/1993	COLOR SCRAP STORAGE BIN	0	0	0	USD
3003452	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST - ROOF COLOR REGRIND	0	0	0	USD
3003452	2	Ammo	21	Lonoke, AR	6/15/1997	ADDL - VIBRATING PANELS	0	0	0	USD
3003452	3	Ammo	21	Lonoke, AR	12/15/1997	MOD PLASTIC STORAGE SILO	0	0	0	USD
3003453	0	Ammo	21	Lonoke, AR	12/1/1993	POWER CONTROL PANEL FOR #422 EXTRUDER	0	0	0	USD
3003454	0	Ammo	21	Lonoke, AR	12/1/1993	POWER CONTROL PANEL FOR #418 EXTRUDER	0	0	0	USD
3003455	0	Ammo	21	Lonoke, AR	12/1/1993	POWER CONTROL PANEL FOR #418 GEAR PUMPS	0	0	0	USD
3003456	0	Ammo	21	Lonoke, AR	12/1/1993	POWER PANEL-EXTRUDER #420	0	0	0	USD
3003457	0	Ammo	21	Lonoke, AR	12/1/1993	SOLID STATE CONTROLS FOR #420 EXTRUDER	0	0	0	USD
3003458	0	Ammo	21	Lonoke, AR	12/1/1993	ELECTRICAL CONTROL PANEL #1	0	0	0	USD
3003460	0	Ammo	21	Lonoke, AR	12/1/1993	POWER PANEL GEAR PUMP	0	0	0	USD
3003461	0	Ammo	21	Lonoke, AR	12/1/1993	PLASTIC TRANSFER CONTROLS FOR #420 T	0	0	0	USD
3003464	0	Ammo	21	Lonoke, AR	12/1/1993	6 INCH ROTARY AIRLOCK VALVE & MOTOR	0	0	0	USD
3003465	0	Ammo	21	Lonoke, AR	12/1/1993	6 INCH REGRIND AIRLOCK VALVE X MOTOR	0	0	0	USD
3003466	0	Ammo	21	Lonoke, AR	12/1/1993	6 INCH REGRIND AIRLOCK VALVE & MOTOR	0	0	0	USD
3003467	0	Ammo	21	Lonoke, AR	12/1/1993	VIRGIN BLEND ROTARY AIRLOCK VALVE & MOT	0	0	0	USD
3003468	0	Ammo	21	Lonoke, AR	12/1/1993	6 INCH REGRIND AIRLOCK VALVE & MOTOR	0	0	0	USD
3003469	0	Ammo	21	Lonoke, AR	12/1/1993	VIRGIN BLEND ROTARY AIRLOCK VALVE & MOT	0	0	0	USD
3003470	0	Ammo	21	Lonoke, AR	12/1/1993	6 INCH REGRIND AIRLOCK VALVE & MOTOR	0	0	0	USD
3003471	0	Ammo	21	Lonoke, AR	12/1/1993	6 INCH AIRLOCK VALVE & MOTOR	0	0	0	USD
3003472	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-DRIVE UNITS 120298	0	0	0	USD
3003472	2	Ammo	21	Lonoke, AR	11/15/1996	ADDL - HOPPER VIBRATORS	0	0	0	USD
3003472	3	Ammo	21	Lonoke, AR	9/15/2003	RLC COLOR BLENDER	0	0	0	USD
3003473	0	Ammo	21	Lonoke, AR	12/1/1993	TRIPLEX BLENDER-MULTI COLOR	0	0	0	USD
3003473	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-DRIVE UNITS 120298	0	0	0	USD
3003473	2	Ammo	21	Lonoke, AR	11/15/1996	ADDL - HOPPER VIBRATORS	0	0	0	USD
3003473	3	Ammo	21	Lonoke, AR	9/15/2003	RLC COLOR BLENDER	0	0	0	USD
3003473	4	Ammo	21	Lonoke, AR	11/15/2009	ADD'L #404 FEED BOWL CONTROLLER 101567	0	0	0	USD
3003474	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX BLENDER-YELLOW	0	0	0	USD
3003474	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-DRIVE UNITS 120298	0	0	0	USD
3003474	2	Ammo	21	Lonoke, AR	11/15/1996	ADDL - HOPPER VIBRATORS	0	0	0	USD
3003474	3	Ammo	21	Lonoke, AR	9/15/2003	RLC COLOR BLENDER	0	0	0	USD
3003475	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX BLENDER-BLACK	0	0	0	USD
3003475	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-DRIVE UNITS 120298	0	0	0	USD
3003475	2	Ammo	21	Lonoke, AR	11/15/1996	ADDL - HOPPER VIBRATORS	0	0	0	USD
3003475	3	Ammo	21	Lonoke, AR	9/15/2003	RLC COLOR BLENDER	0	0	0	USD
3003477	0	Ammo	21	Lonoke, AR	12/1/1993	14' COOLING TANK FOR #418 EXTRUDER	0	0	0	USD
3003478	0	Ammo	21	Lonoke, AR	12/1/1993	30' COOLING TANK FOR #422 EXTRUDER	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003478	1	Ammo	21	Lonoke, AR	12/1/1993	30FT. COOLING TANK - COOLING CONTROL SY	0	0	0	USD
3003479	0	Ammo	21	Lonoke, AR	12/1/1993	30' COOLING TANK FOR #422 EXTRUDER	0	0	0	USD
3003480	0	Ammo	21	Lonoke, AR	12/1/1993	30' COOLING TANK FOR #418 EXTRUDER	0	0	0	USD
3003480	1	Ammo	21	Lonoke, AR	12/1/1993	30FT. COOLING TANK - COOLING CONTROL SY	0	0	0	USD
3003481	0	Ammo	21	Lonoke, AR	12/1/1993	30' COOLING TANK FOR #418 EXTRUDER	0	0	0	USD
3003482	0	Ammo	21	Lonoke, AR	12/1/1993	14' COOLING TANK FOR #418 EXTRUDER	0	0	0	USD
3003483	0	Ammo	21	Lonoke, AR	12/1/1993	30' COOLING TANK FOR #418 EXTRUDER	0	0	0	USD
3003483	1	Ammo	21	Lonoke, AR	12/1/1993	30FT. COOLING TANK - COOLING CONTROL SY	0	0	0	USD
3003484	0	Ammo	21	Lonoke, AR	12/1/1993	30' COOLING TANK FOR #418 EXTRUDER	0	0	0	USD
3003485	0	Ammo	21	Lonoke, AR	12/1/1993	COOLING TANK FOR #420 EXTRUDER	0	0	0	USD
3003485	1	Ammo	21	Lonoke, AR	12/1/1993	MODIFY COOLING TANK	0	0	0	USD
3003486	0	Ammo	21	Lonoke, AR	12/1/1993	COOLING TANK FOR #420 EXTRUDER	0	0	0	USD
3003486	1	Ammo	21	Lonoke, AR	12/1/1993	MODIFY COOLING TANK	0	0	0	USD
3003487	0	Ammo	21	Lonoke, AR	12/1/1993	COOLING TANK FOR #420 EXTRUDER	0	0	0	USD
3003487	1	Ammo	21	Lonoke, AR	12/1/1993	MODIFY COOLING TANK	0	0	0	USD
3003492	0	Ammo	21	Lonoke, AR	12/1/1993	EXTRUDER CHILLER	0	0	0	USD
3003493	0	Ammo	21	Lonoke, AR	12/1/1993	14 COOLING TANK	0	0	0	USD
3003494	0	Ammo	21	Lonoke, AR	12/1/1993	30 COOLING TANK	0	0	0	USD
3003495	0	Ammo	21	Lonoke, AR	12/1/1993	30 COOLING TANK	0	0	0	USD
3003499	0	Ammo	21	Lonoke, AR	12/1/1993	VACUUM PUMP #1	0	0	0	USD
3003500	0	Ammo	21	Lonoke, AR	12/1/1993	VACUUM PUMP #2	0	0	0	USD
3003501	0	Ammo	21	Lonoke, AR	12/1/1993	VIRGIN HOPPER VACUUM PUMP & MOTOR	0	0	0	USD
3003502	0	Ammo	21	Lonoke, AR	12/1/1993	REGRIND HOPPER VACUUM PUMP & MOTOR	0	0	0	USD
3003502	1	Ammo	21	Lonoke, AR	10/15/1999	ADD'L REGRIND CONVEYOR 100668	0	0	0	USD
3003503	0	Ammo	21	Lonoke, AR	12/1/1993	EXTRUDER HOPPER VACUUM PUMP & MOTOR	0	0	0	USD
3003504	0	Ammo	21	Lonoke, AR	12/1/1993	ROTARY BLOWER-SS EXTRUDE	0	0	0	USD
3003507	0	Ammo	21	Lonoke, AR	12/1/1993	GEAR PUMP & DRIVE FOR 408 409 EXTRUDER	0	0	0	USD
3003508	0	Ammo	21	Lonoke, AR	12/1/1993	GEAR PUMP&DRIVE FOR 408 409 EXTRUDER	0	0	0	USD
3003509	0	Ammo	21	Lonoke, AR	12/1/1993	REGRIND FILTER - COLLECTOR	0	0	0	USD
3003510	0	Ammo	21	Lonoke, AR	12/1/1993	DUST BLOWER & MOTOR	0	0	0	USD
3003511	0	Ammo	21	Lonoke, AR	12/1/1993	"Y" MANIFOLD FOR #418 EXTRUDER	0	0	0	USD
3003511	1	Ammo	21	Lonoke, AR	12/1/1993	Y TRANSFER LINE ADDITIONAL COST	0	0	0	USD
3003512	0	Ammo	21	Lonoke, AR	12/1/1993	Y TRANSFER LINE	0	0	0	USD
3003513	0	Ammo	21	Lonoke, AR	12/1/1993	PROCEEDYNE CLEANING FURANCE	0	0	0	USD
3003513	1	Ammo	21	Lonoke, AR	9/15/2003	RLC PROCEEDYNE FURNACE	0	0	0	USD
3003514	0	Ammo	21	Lonoke, AR	12/1/1993	AIR COOLING SYS-7 EXTRUDE CONT. PANELS	0	0	0	USD
3003516	0	Ammo	21	Lonoke, AR	12/1/1993	DUST FILTER - COLLECTOR	0	0	0	USD
3003517	0	Ammo	21	Lonoke, AR	12/1/1993	HOLDING HOPPER W HOPPER LOADER FOR #422	0	0	0	USD
3003518	0	Ammo	21	Lonoke, AR	12/1/1993	HOLDING HOPPER W HOPPER LOADER FOR #418	0	0	0	USD
3003520	0	Ammo	21	Lonoke, AR	12/1/1993	PNEUMATIC CONVEYING SYSTEM	0	0	0	USD
3003521	0	Ammo	21	Lonoke, AR	12/1/1993	WIRETAINER STANDS	0	0	0	USD
3003522	0	Ammo	21	Lonoke, AR	12/1/1993	WIRETAINER STANDS	0	0	0	USD
3003523	0	Ammo	21	Lonoke, AR	12/1/1993	WIRETAINER STANDS	0	0	0	USD
3003524	0	Ammo	21	Lonoke, AR	12/1/1993	EXTRUDER #418/419 4-1/2" P/M 70	0	0	0	USD
3003524	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-CNTRL SYS/SCREEN CHGR 120184	0	0	0	USD
3003524	2	Ammo	21	Lonoke, AR	5/15/1997	ADDL #418 EXTRUDER OVERHAUL	0	0	0	USD
3003525	0	Ammo	21	Lonoke, AR	12/1/1993	EXTRUDER #420 W/AUTO CONTROLS	0	0	0	USD
3003525	2	Ammo	21	Lonoke, AR	12/1/1993	ADDL. COST-CONT SCR. CHGR. #420 52-12473	0	0	0	USD
3003525	3	Ammo	21	Lonoke, AR	12/15/1997	ADD'L OVERHAUL SCREEN	0	0	0	USD
3003525	4	Ammo	21	Lonoke, AR	12/15/2002	ADD'L MOTOR	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003526	0	Ammo		21 Lonoke, AR	12/1/1993	EXTRUDER D #408/409	0	0	0	USD
3003526	1	Ammo		21 Lonoke, AR	12/1/1993	EXTRUDER "D"-ADDITIONAL COST	0	0	0	USD
3003526	2	Ammo		21 Lonoke, AR	12/1/1993	4-1 2" EXTRUDER ADDITIONAL COST	0	0	0	USD
3003526	3	Ammo		21 Lonoke, AR	12/1/1993	ADDL. COST-CNTRL SYS/SCREEN CHANGER #408	0	0	0	USD
3003526	4	Ammo		21 Lonoke, AR	12/15/1997	ADD'L OVERHAUL	0	0	0	USD
3003526	5	Ammo		21 Lonoke, AR	8/15/2002	SS #408 EXTRUDER MOTOR	0	0	0	USD
3003526	6	Ammo		21 Lonoke, AR	2/15/2007	ADD'L #408/409 EXT BARREL & SCREW	0	0	0	USD
3003528	0	Ammo		21 Lonoke, AR	12/1/1993	NRM EXTRUDER D #422	0	0	0	USD
3003528	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL. COST-CONTINUOUS SCREEN CHANGER-422	0	0	0	USD
3003528	4	Ammo		21 Lonoke, AR	5/15/1997	ADDL #422 EXTRUDER OVERHAUL	0	0	0	USD
3003531	0	Ammo		21 Lonoke, AR	12/1/1993	SS BODY ACME-FAB DRYER SS CON #401	0	0	0	USD
3003531	1	Ammo		21 Lonoke, AR	12/1/1993	WASH UNIT INSATLL T	0	0	0	USD
3003531	2	Ammo		21 Lonoke, AR	6/14/1995	ADDL REBUILD WASH UNIT #687	0	0	0	USD
3003532	0	Ammo		21 Lonoke, AR	12/1/1993	ACME-FAB SS CAP WASH/INHIB/LUB 120529 #558	0	0	0	USD
3003532	1	Ammo		21 Lonoke, AR	5/15/2001	#558 WASH UNIT/PROG CONTROLS 2876/100754	0	0	0	USD
3003532	2	Ammo		21 Lonoke, AR	3/15/2004	ADD'L #558 WASH UNIT	0	0	0	USD
3003533	0	Ammo		21 Lonoke, AR	12/1/1993	BULK STORAGE SILO PAD	0	0	0	USD
3003535	0	Ammo		21 Lonoke, AR	12/1/1993	HYDRAULIC UNIT FOR #427 SLUG ORIENT	0	0	0	USD
3003537	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI-WORKS RC MCH SS CON #962	0	0	0	USD
3003537	2	Ammo		21 Lonoke, AR	12/1/1993	MODIFY INSTL SNG STA RC HEAT SET 120112T	0	0	0	USD
3003537	3	Ammo		21 Lonoke, AR	1/15/2007	ADD'L RC BODY FORMER #962	0	0	0	USD
3003538	0	Ammo		21 Lonoke, AR	12/1/1993	SINGLE STATION ROTARY CAM UNIT T	0	0	0	USD
3003538	1	Ammo		21 Lonoke, AR	11/15/1994	ADDL-UNIBODY #986 HS/#963 RC 2917	0	0	0	USD
3003539	0	Ammo		21 Lonoke, AR	12/1/1993	SINGLE STATION ROTARY CAM UNIT #964	0	0	0	USD
3003539	1	Ammo		21 Lonoke, AR	1/15/2007	ADD'L RC BODY FORMER #964	0	0	0	USD
3003546	0	Ammo		21 Lonoke, AR	12/1/1993	HEAT SET, 6 STA MACHINE	0	0	0	USD
3003546	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST-HEAT SET 120121	0	0	0	USD
3003546	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST - MODIFICATION 110077	0	0	0	USD
3003547	0	Ammo		21 Lonoke, AR	12/1/1993	HEAT SET, 6 STA MACHINE	0	0	0	USD
3003547	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST-HEAT SET 120121	0	0	0	USD
3003547	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST-MODIFICATION 110077	0	0	0	USD
3003548	0	Ammo		21 Lonoke, AR	12/1/1993	PARTS WASH VIBRATORY INSP TABLE #556	0	0	0	USD
3003549	0	Ammo		21 Lonoke, AR	12/1/1993	PARTS WASH VIBRATORY INSP TABLE #557	0	0	0	USD
3003553	0	Ammo		21 Lonoke, AR	12/1/1993	ROCKPORT SAW #2	0	0	0	USD
3003554	0	Ammo		21 Lonoke, AR	12/1/1993	ROCKPORT SAW #1	0	0	0	USD
3003554	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST-AIRVAC FEED SYSTEM	0	0	0	USD
3003555	0	Ammo		21 Lonoke, AR	12/1/1993	ROCKPORT SAW CUT-OFF MACHINE	0	0	0	USD
3003555	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST-AIRVAC FEED SYSTEM	0	0	0	USD
3003557	0	Ammo		21 Lonoke, AR	12/1/1993	410 GAGE SLUG ORIENT MACHINE	0	0	0	USD
3003557	1	Ammo		21 Lonoke, AR	12/1/1993	OIL RECOVERY SYS #427 120058	0	0	0	USD
3003558	0	Ammo		21 Lonoke, AR	12/1/1993	SLUG ORIENTING MACHINE	0	0	0	USD
3003558	1	Ammo		21 Lonoke, AR	12/1/1993	OIL RECOVERY SYS #435 120058	0	0	0	USD
3003560	0	Ammo		21 Lonoke, AR	12/1/1993	SLUG ORIENTOR F MACHINE	0	0	0	USD
3003560	1	Ammo		21 Lonoke, AR	12/1/1993	OIL RECOVERY SYS #425 120058	0	0	0	USD
3003561	0	Ammo		21 Lonoke, AR	12/1/1993	SLUG ORIENT MACHINE	0	0	0	USD
3003561	1	Ammo		21 Lonoke, AR	12/1/1993	OIL RECOVERY SYS #431 120058	0	0	0	USD
3003562	0	Ammo		21 Lonoke, AR	12/1/1993	SLUG ORIENT MACHINE SER # 2355	0	0	0	USD
3003562	1	Ammo		21 Lonoke, AR	12/1/1993	OIL RECOVERY SYS #433 120058	0	0	0	USD
3003562	3	Ammo		21 Lonoke, AR	3/15/2013	ADD'L ELECTRICAL UPGRADE 101774	0	0	0	USD
3003563	0	Ammo		21 Lonoke, AR	12/1/1993	ROCKPORT DRUM CUTTER #436 ORIENT	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003563	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST - SS CON	0	0	0	USD
3003566	0	Ammo	21	Lonoke, AR	12/1/1993	PLATFORM SCALE 4'X6' 5000 LB	0	0	0	USD
3003566	1	Ammo	21	Lonoke, AR	5/15/1997	ADDL-SCALE CONVERSION 3RD FLR POWDER POUR	0	0	0	USD
3003567	0	Ammo	21	Lonoke, AR	12/1/1993	PLATFORM SCALE 4' X 6' 1000 LB	0	0	0	USD
3003567	1	Ammo	21	Lonoke, AR	5/15/1997	ADDL-SCALE CONVERSION AH&P	0	0	0	USD
3003572	0	Ammo	21	Lonoke, AR	12/1/1993	FARRIS PIPE PULLER	0	0	0	USD
3003573	0	Ammo	21	Lonoke, AR	12/1/1993	FARRIS PIPE PULLER #672	0	0	0	USD
3003574	0	Ammo	21	Lonoke, AR	12/1/1993	FARRIS PIPE PULLER	0	0	0	USD
3003575	0	Ammo	21	Lonoke, AR	12/1/1993	FARRIS PIPE PULLER	0	0	0	USD
3003576	0	Ammo	21	Lonoke, AR	12/1/1993	FARRIS PIPE PULLER	0	0	0	USD
3003577	0	Ammo	21	Lonoke, AR	12/1/1993	FARRIS PIPE PULLER	0	0	0	USD
3003579	0	Ammo	21	Lonoke, AR	12/1/1993	FARRIS PIPE PULLER #671	0	0	0	USD
3003580	0	Ammo	21	Lonoke, AR	12/1/1993	FARRIS PIPE PULLER	0	0	0	USD
3003581	0	Ammo	21	Lonoke, AR	12/1/1993	FARRIS PIPE PULLER S N 0600 VT 3923	0	0	0	USD
3003582	0	Ammo	21	Lonoke, AR	12/1/1993	SLUG CUTTER	0	0	0	USD
3003582	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-MODIFY #651 120086	0	0	0	USD
3003583	0	Ammo	21	Lonoke, AR	12/1/1993	SLUG CUTTER	0	0	0	USD
3003583	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-MODIFY #650 120086	0	0	0	USD
3003586	0	Ammo	21	Lonoke, AR	12/1/1993	SLUG CUTTER	0	0	0	USD
3003586	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST D.C. DRIVE CONVERSION	0	0	0	USD
3003586	2	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-MODIFY #653 120086	0	0	0	USD
3003587	0	Ammo	21	Lonoke, AR	12/1/1993	SLUG CUTTER	0	0	0	USD
3003587	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-MODIFY #656 120086	0	0	0	USD
3003588	0	Ammo	21	Lonoke, AR	12/1/1993	SLUG CUTTER	0	0	0	USD
3003588	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-MODIFY #654 120086	0	0	0	USD
3003589	0	Ammo	21	Lonoke, AR	12/1/1993	SLUG CUTTER	0	0	0	USD
3003589	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-MODIFY #657 120086	0	0	0	USD
3003591	0	Ammo	21	Lonoke, AR	12/1/1993	SLUG CUTOFF-FOSTER ALLEN #649	0	0	0	USD
3003591	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-MODIFY #649 120086	0	0	0	USD
3003592	0	Ammo	21	Lonoke, AR	12/1/1993	MICROSTAT MOLD CONTROLLER AT VENDOR	0	0	0	USD
3003618	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL-FIGURE 8 TOOLING 110084	0	0	0	USD
3003619	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL-FIGURE 8 TOOLING 110083	0	0	0	USD
3003620	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL-R20 MOLD TOOLING 110083	0	0	0	USD
3003621	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL-SP12 MOLD TOOLING 110083	0	0	0	USD
3003668	0	Ammo	21	Lonoke, AR	12/1/1993	PCH/INSTL OIL RECOVERY SYSTEM	0	0	0	USD
3003669	0	Ammo	21	Lonoke, AR	12/1/1993	72IN WET SEPARATOR	0	0	0	USD
3003670	0	Ammo	21	Lonoke, AR	12/1/1993	72IN WET SEPARATOR	0	0	0	USD
3003671	0	Ammo	21	Lonoke, AR	12/1/1993	STORAGE FREIGHT ELEVATOR	0	0	0	USD
3003671	2	Ammo	21	Lonoke, AR	12/15/1998	ADD'L FREIGHT ELEVATOR	0	0	0	USD
3003672	0	Ammo	21	Lonoke, AR	12/1/1993	PRIMER ELEVATOR-DOVER OILDRAULIC	0	0	0	USD
3003673	0	Ammo	21	Lonoke, AR	12/1/1993	AH&P TRIPLEX #483/VIBRAT BOWL 62-04860	0	0	0	USD
3003673	2	Ammo	21	Lonoke, AR	12/1/1993	SECOND CONTROL CONSOLE #483 120480	0	0	0	USD
3003673	3	Ammo	21	Lonoke, AR	12/1/1993	#483 SHELL INSPECT/CONVEYOR SYS 110086	0	0	0	USD
3003673	4	Ammo	21	Lonoke, AR	6/15/1996	ADDL-#483 CAP FEED BOWL	0	0	0	USD
3003673	7	Ammo	21	Lonoke, AR	12/15/2005	ADD'L #483 DRIVE UNIT	0	0	0	USD
3003674	0	Ammo	21	Lonoke, AR	12/1/1993	ASSEMBLE HEAD & PRIME MACHINE # 477	0	0	0	USD
3003674	4	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #477 CAP BOWL FEEDER	0	0	0	USD
3003674	6	Ammo	21	Lonoke, AR	11/15/1999	ADD'L#477 TRIPLEX 100689 CSHAFT-BEARINGS	0	0	0	USD
3003674	7	Ammo	21	Lonoke, AR	5/15/2000	ADD'L #477 CRANKSHAFT	0	0	0	USD
3003674	8	Ammo	21	Lonoke, AR	4/15/2003	ADD'L #477 TRIPLEX AH&P - UPGR CONTROLS	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003674	9	Ammo	21	Lonoke, AR	3/15/2004	ADD'L #477 SS TRIPLEX - FERGUSON	0	0	0	USD
3003674	12	Ammo	21	Lonoke, AR	2/15/2012	MODIFY #477 FEEDER BOWL 101705	0	0	0	USD
3003675	1	Ammo	21	Lonoke, AR	12/1/1993	ADDITIONAL COST - A.H. & P. MACHINE	0	0	0	USD
3003675	4	Ammo	21	Lonoke, AR	12/1/1993	SECOND CONTROL CONSOLE #480 120480	0	0	0	USD
3003675	8	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #480 CAP BOWL FEEDER	0	0	0	USD
3003676	0	Ammo	21	Lonoke, AR	12/1/1993	AH&P TRIPLEX #486	0	0	0	USD
3003676	1	Ammo	21	Lonoke, AR	12/1/1993	3 TRACK FEEDER	0	0	0	USD
3003676	2	Ammo	21	Lonoke, AR	12/1/1993	PROGRAMMABLE CONTROLLER #486	0	0	0	USD
3003676	3	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER 20 GA #486 120373	0	0	0	USD
3003676	4	Ammo	21	Lonoke, AR	12/1/1993	SECOND CONTROL CONSOLE #486 120480	0	0	0	USD
3003676	5	Ammo	21	Lonoke, AR	12/1/1993	#486 SHELL INSPECT/CONVEYOR SYS 110086	0	0	0	USD
3003676	8	Ammo	21	Lonoke, AR	3/15/2003	#486 DRIVE UNIT	0	0	0	USD
3003677	0	Ammo	21	Lonoke, AR	12/1/1993	AH&P SIMPLEX #495	0	0	0	USD
3003677	1	Ammo	21	Lonoke, AR	11/15/1994	ADDL-UNIBODY #495 410GA 2917	0	0	0	USD
3003677	5	Ammo	21	Lonoke, AR	2/15/2003	ADD'L WAD FEED SYSTEM	0	0	0	USD
3003677	6	Ammo	21	Lonoke, AR	3/15/2003	#495 PRIMER FEED BOWL	0	0	0	USD
3003678	0	Ammo	21	Lonoke, AR	12/1/1993	AH&P SIMPLEX #496	0	0	0	USD
3003678	3	Ammo	21	Lonoke, AR	12/1/1993	#496 SHELL INSPECT/CONVEYOR SYS 110086	0	0	0	USD
3003678	5	Ammo	21	Lonoke, AR	2/15/2001	ADD'L CAP FEED BOWL	0	0	0	USD
3003678	6	Ammo	21	Lonoke, AR	2/15/2003	ADD'L WAD FEED SYSTEM	0	0	0	USD
3003678	7	Ammo	21	Lonoke, AR	3/15/2003	#496 PRIMER FEED BOWL	0	0	0	USD
3003679	0	Ammo	21	Lonoke, AR	12/1/1993	AH&P SIMPLEX #497	0	0	0	USD
3003679	1	Ammo	21	Lonoke, AR	11/15/1994	ADDL-UNIBODY #497 28GA 2917	0	0	0	USD
3003679	4	Ammo	21	Lonoke, AR	12/1/1993	ADDL-MODIFY #497 FOR 12GA 3-1/2"	0	0	0	USD
3003679	6	Ammo	21	Lonoke, AR	2/15/2001	ADD'L CAP FEED BOWL	0	0	0	USD
3003679	7	Ammo	21	Lonoke, AR	2/15/2003	ADD'L WAD FEED SYSTEM	0	0	0	USD
3003679	8	Ammo	21	Lonoke, AR	3/15/2003	#497 PRIMER FEED BOWL	0	0	0	USD
3003679	9	Ammo	21	Lonoke, AR	3/15/2004	ADD'L #497 SIMPLEX AH&P	0	0	0	USD
3003680	0	Ammo	21	Lonoke, AR	12/1/1993	AH&P TRIPLEX #489	0	0	0	USD
3003680	3	Ammo	21	Lonoke, AR	12/1/1993	INSTALL 12-73/VIB BOWL-3 #489 62-04860	0	0	0	USD
3003680	4	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY PRIMER FEEDER WIP TRANSFER	0	0	0	USD
3003680	5	Ammo	21	Lonoke, AR	12/1/1993	SURGE TANK & AIR LINE - CLUTCH	0	0	0	USD
3003680	6	Ammo	21	Lonoke, AR	12/1/1993	PROGRAM CONTROLLER AH&P 52-12164	0	0	0	USD
3003680	7	Ammo	21	Lonoke, AR	12/1/1993	SECOND CONTROL CONSOLE #489 120480	0	0	0	USD
3003680	10	Ammo	21	Lonoke, AR	12/15/2005	REBUILD #489 SS TRIPLEX	0	0	0	USD
3003681	0	Ammo	21	Lonoke, AR	12/1/1993	AH&P SIMPLEX #498	0	0	0	USD
3003681	6	Ammo	21	Lonoke, AR	7/15/1997	ADDL-CAP FEED BOWL/3 FEED LINES	0	0	0	USD
3003681	8	Ammo	21	Lonoke, AR	2/15/2003	ADD'L WAD FEED SYTEM	0	0	0	USD
3003681	9	Ammo	21	Lonoke, AR	3/15/2003	#498 PRIMER FEED BOWL	0	0	0	USD
3003681	10	Ammo	21	Lonoke, AR	3/15/2005	ADD'L #498 SIMPLEX AH&P	0	0	0	USD
3003681	13	Ammo	21	Lonoke, AR	2/15/2012	MODIFY #498 FEEDER BOWL 101705	0	0	0	USD
3003682	0	Ammo	21	Lonoke, AR	12/1/1993	AH&P SIMPLEX #494	0	0	0	USD
3003682	1	Ammo	21	Lonoke, AR	12/1/1993	PROGRAM CONTROLLER/ADDL - SS CON	0	0	0	USD
3003682	4	Ammo	21	Lonoke, AR	2/15/2001	ADD'L CAP FEED BOWL	0	0	0	USD
3003682	5	Ammo	21	Lonoke, AR	5/15/2002	ADD'L PRIMER BOWL #494	0	0	0	USD
3003682	6	Ammo	21	Lonoke, AR	2/15/2003	ADD'L WAD FEED SYSTEM	0	0	0	USD
3003683	0	Ammo	21	Lonoke, AR	12/1/1993	AH&P TRIPLEX #478	0	0	0	USD
3003683	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-TRIPLEX	0	0	0	USD
3003683	2	Ammo	21	Lonoke, AR	12/1/1993	3" VIBRATORY FEEDER	0	0	0	USD
3003683	3	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-TRIPLEX/ADDL COST FEEDER	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003683	5	Ammo	21	Lonoke, AR	12/1/1993	REVISE PRIMER FEED U	0	0	0	USD
3003683	7	Ammo	21	Lonoke, AR	5/15/1996	ADDL-#478 TRIPLEX OVERHAUL	0	0	0	USD
3003683	8	Ammo	21	Lonoke, AR	9/15/1997	ADDL - CAP BOWL FEEDER #478	0	0	0	USD
3003683	11	Ammo	21	Lonoke, AR	2/15/2012	MODIFY #478 FEEDER BOWL 101705	0	0	0	USD
3003706	1	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER W CONTROLS #472	0	0	0	USD
3003707	0	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER W CONTROLS #466	0	0	0	USD
3003707	1	Ammo	21	Lonoke, AR	12/1/1993	INSTALL #466 BLOWN PRIMER/CT DN INSP 200-3 110086	0	0	0	USD
3003708	0	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER W CONTROLS #463	0	0	0	USD
3003710	0	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY FEEDER W CONTROLS #464	0	0	0	USD
3003716	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD SHOT STORAGE TANKS	0	0	0	USD
3003717	0	Ammo	21	Lonoke, AR	12/1/1993	SHOT STORAGE TANKS	0	0	0	USD
3003718	0	Ammo	21	Lonoke, AR	12/1/1993	SHOT DROPPING FURNANCE	0	0	0	USD
3003718	3	Ammo	21	Lonoke, AR	3/15/2003	ADD'L SHOT FURNACE	0	0	0	USD
3003718	4	Ammo	21	Lonoke, AR	1/15/2004	LEAD SHOT KETTLE CONTROLS	0	0	0	USD
3003720	0	Ammo	21	Lonoke, AR	12/1/1993	FREIGHT ELEVATOR	0	0	0	USD
3003721	0	Ammo	21	Lonoke, AR	12/1/1993	PAI HORIZONTAL PIG CONVEYOR	0	0	0	USD
3003722	0	Ammo	21	Lonoke, AR	12/1/1993	TRANSFER CONVEYOR & DRIVE	0	0	0	USD
3003723	0	Ammo	21	Lonoke, AR	12/1/1993	SHOT DRYER	0	0	0	USD
3003723	1	Ammo	21	Lonoke, AR	2/15/1998	ADD'L REPLACE DRUM	0	0	0	USD
3003724	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD SHOT BAGGING EQUIPMENT (vendor)	0	0	0	USD
3003725	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM	0	0	0	USD
3003726	0	Ammo	21	Lonoke, AR	12/1/1993	WET SHOT ELEVATOR	0	0	0	USD
3003726	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-REBUILD WET SHOT CONV 120382	0	0	0	USD
3003726	2	Ammo	21	Lonoke, AR	3/15/2003	REB CONVEYOR HOUSING	0	0	0	USD
3003727	0	Ammo	21	Lonoke, AR	12/1/1993	SCRAP SHOT ELEVATOR & DRIVE	0	0	0	USD
3003727	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-REBUILD SCRAP SHOT CONV 120382	0	0	0	USD
3003728	0	Ammo	21	Lonoke, AR	12/1/1993	PIG LEAD ELEVATOR	0	0	0	USD
3003728	1	Ammo	21	Lonoke, AR	3/15/1995	ADD-RPL LD PIG ELEV CHAIN 2286	0	0	0	USD
3003728	2	Ammo	21	Lonoke, AR	12/1/1993	ACCESS PIT-PIG LEAD ELEVATOR	0	0	0	USD
3003728	3	Ammo	21	Lonoke, AR	3/15/2003	REB LEAD PIG CONVEYOR	0	0	0	USD
3003729	0	Ammo	21	Lonoke, AR	12/1/1993	DROPPING TUBE	0	0	0	USD
3003729	1	Ammo	21	Lonoke, AR	10/15/2001	ADD'L COST ACCESS DOORS	0	0	0	USD
3003730	0	Ammo	21	Lonoke, AR	12/1/1993	BARREL PUMPER T	0	0	0	USD
3003736	0	Ammo	21	Lonoke, AR	12/1/1993	VACUUM PRODUCER & 25 HP MOTOR	0	0	0	USD
3003737	0	Ammo	21	Lonoke, AR	12/1/1993	VACUUM PRODUCER & 25HP MOTOR	0	0	0	USD
3003738	0	Ammo	21	Lonoke, AR	12/1/1993	PAI WAX SUPPLY TANK SS CON	0	0	0	USD
3003739	0	Ammo	21	Lonoke, AR	12/1/1993	DUST COLLECTOR	0	0	0	USD
3003740	0	Ammo	21	Lonoke, AR	12/1/1993	PRIMED SHELL CHUTES	0	0	0	USD
3003741	0	Ammo	21	Lonoke, AR	12/1/1993	POWER PISTON CHUTES	0	0	0	USD
3003742	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD SHOT FEED LINES	0	0	0	USD
3003744	0	Ammo	21	Lonoke, AR	12/1/1993	WAD CHUTES	0	0	0	USD
3003745	0	Ammo	21	Lonoke, AR	12/1/1993	SKIVING VACUUM SYSTEM	0	0	0	USD
3003746	0	Ammo	21	Lonoke, AR	12/1/1993	LOADED ROUND TRANSFER TUBES	0	0	0	USD
3003747	0	Ammo	21	Lonoke, AR	12/1/1993	LOADED ROUND SHOT SHELL SALVAGE MACHINE	0	0	0	USD
3003747	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-GUARDS/DETECTS #694 120325	0	0	0	USD
3003748	0	Ammo	21	Lonoke, AR	12/1/1993	ST LINE SALVAGE MACHINE SS CON #863	0	0	0	USD
3003748	1	Ammo	21	Lonoke, AR	12/1/1993	INSTL MODIFY SALVAGE MACHINE T	0	0	0	USD
3003752	0	Ammo	21	Lonoke, AR	12/1/1993	VIBRO BLOCK FEEDER FOR #500 LOADER	0	0	0	USD
3003753	0	Ammo	21	Lonoke, AR	12/1/1993	VIBRO-BLOCK FEEDER	0	0	0	USD
3003754	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #515	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003754	2	Ammo	21	Lonoke, AR	10/15/1996	ADDL-SHOT & CONTAINER FEED	0	0	0	USD
3003754	3	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003755	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #504	0	0	0	USD
3003755	2	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST - STEEL SHOT CHARGER 52-12370	0	0	0	USD
3003755	4	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #504 GLUE/CRIMP/STEEL SHOT	0	0	0	USD
3003755	5	Ammo	21	Lonoke, AR	10/15/1998	ADD'L WATERPROOFING	0	0	0	USD
3003755	6	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003755	7	Ammo	21	Lonoke, AR	12/15/1998	ADD'L SKIVING MODIFICATIONS	0	0	0	USD
3003755	8	Ammo	21	Lonoke, AR	1/15/1999	ADD'L #504 LOADER	0	0	0	USD
3003755	9	Ammo	21	Lonoke, AR	4/15/1999	ADD'L #504 LOADER	0	0	0	USD
3003755	10	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003756	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #506	0	0	0	USD
3003756	1	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER - UPGRADE U	0	0	0	USD
3003756	2	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY WAD FEED SYS #506 120296	0	0	0	USD
3003756	4	Ammo	21	Lonoke, AR	12/14/1995	ADDL - MODIFY WAD FEED BOWL - 506	0	0	0	USD
3003756	5	Ammo	21	Lonoke, AR	10/15/1998	ADD'L WATERPROOFING	0	0	0	USD
3003756	6	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003756	7	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003757	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #507	0	0	0	USD
3003757	1	Ammo	21	Lonoke, AR	12/1/1993	VIBRATORY WAD FEED SYS #507 120296	0	0	0	USD
3003757	3	Ammo	21	Lonoke, AR	12/15/1996	ADDL - WAD FEED BOWL	0	0	0	USD
3003757	4	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003757	5	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003757	6	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003758	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #516	0	0	0	USD
3003758	3	Ammo	21	Lonoke, AR	12/15/1998	ADD'L SKIVING MODIFICATIONS	0	0	0	USD
3003758	4	Ammo	21	Lonoke, AR	11/15/2000	ADD'L WATERPROOFING	0	0	0	USD
3003758	6	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003759	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #505	0	0	0	USD
3003759	2	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003759	3	Ammo	21	Lonoke, AR	12/15/1998	ADD'L SKIVING MODIFICATION	0	0	0	USD
3003759	4	Ammo	21	Lonoke, AR	6/15/2001	ADD'L 505 DUPLEX LOADER	0	0	0	USD
3003759	5	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003760	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #508	0	0	0	USD
3003760	1	Ammo	21	Lonoke, AR	12/1/1993	WAD BOWL-DPX.LDR.	0	0	0	USD
3003760	4	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #508 VIBRATORY WAD FEED	0	0	0	USD
3003760	5	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003760	6	Ammo	21	Lonoke, AR	12/15/1998	ADD'L SKIVING MODIFICATIONS	0	0	0	USD
3003760	7	Ammo	21	Lonoke, AR	7/15/2001	#508 SHELL FEED SYSTEM	0	0	0	USD
3003760	9	Ammo	21	Lonoke, AR	6/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003761	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADING MACHINE #520	0	0	0	USD
3003761	2	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003761	3	Ammo	21	Lonoke, AR	12/15/1998	ADD'L SKIVING MODIFICATIONS	0	0	0	USD
3003761	4	Ammo	21	Lonoke, AR	10/15/1999	WAD BOWL FEEDER 100643	0	0	0	USD
3003761	5	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003762	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #518	0	0	0	USD
3003762	2	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #518 GLUE/CRIMP/STEEL SHOT	0	0	0	USD
3003762	4	Ammo	21	Lonoke, AR	10/15/1998	ADD'L WATERPROOFING	0	0	0	USD
3003762	5	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003762	6	Ammo	21	Lonoke, AR	12/15/1998	ADD'L SKIVING MODIFICATIONS	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003762	7	Ammo	21	Lonoke, AR	10/15/1999	WAD BOWL FEEDER 100643	0	0	0	USD
3003763	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER W/MOTORS #519	0	0	0	USD
3003763	2	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003763	3	Ammo	21	Lonoke, AR	12/15/1998	ADD'L SKIVING MODIFICATIONS	0	0	0	USD
3003763	4	Ammo	21	Lonoke, AR	10/15/1999	WAD BOWL FEEDER 100643	0	0	0	USD
3003763	5	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003764	0	Ammo	21	Lonoke, AR	12/1/1993	SS DUPLEX LOADER #521	0	0	0	USD
3003764	1	Ammo	21	Lonoke, AR	12/1/1993	POWER PISTON FEEDER	0	0	0	USD
3003764	3	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST - SS CON	0	0	0	USD
3003764	4	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST - STEEL SHOT CHARGER 52-12370	0	0	0	USD
3003764	5	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-MOD #521 LDR FOR 3" 120090 U	0	0	0	USD
3003764	6	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST MOD #521 LDR 3" 120090 U	0	0	0	USD
3003764	7	Ammo	21	Lonoke, AR	12/1/1993	UPGRADE #521 LOADER 20 GA 120201	0	0	0	USD
3003764	9	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #521 GLUE/CRIMP/STEEL SHOT	0	0	0	USD
3003764	10	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #521 VIBRATORY FEEDER	0	0	0	USD
3003764	12	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003764	13	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003765	0	Ammo	21	Lonoke, AR	12/1/1993	SS DUPLEX LOADER # 503	0	0	0	USD
3003765	2	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST - SS CON	0	0	0	USD
3003765	5	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #503 GLUE/CRIMP/STEEL SHOT	0	0	0	USD
3003765	6	Ammo	21	Lonoke, AR	12/15/1996	ADDL - WAD FEED BOWL	0	0	0	USD
3003765	7	Ammo	21	Lonoke, AR	10/15/1998	ADD'L WATERPROOFING	0	0	0	USD
3003765	8	Ammo	21	Lonoke, AR	12/15/1998	ADD'L DETECTION SYSTEM	0	0	0	USD
3003765	9	Ammo	21	Lonoke, AR	12/15/1998	ADD'L SKIVING MODIFICATION	0	0	0	USD
3003765	10	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003766	0	Ammo	21	Lonoke, AR	12/1/1993	SS DUPLEX LOADER #509	0	0	0	USD
3003766	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST - SS CON	0	0	0	USD
3003766	2	Ammo	21	Lonoke, AR	12/1/1993	MODIFY 8 GA-SHOT CHGR CAP DESIGN U	0	0	0	USD
3003766	4	Ammo	21	Lonoke, AR	5/15/1996	ADDL-#509 FIRE DAMAGE	0	0	0	USD
3003766	5	Ammo	21	Lonoke, AR	7/15/2001	8GA #509 FIRE EXT SYSTEM	0	0	0	USD
3003766	6	Ammo	21	Lonoke, AR	11/15/2004	ADD'L #509 LOADER	0	0	0	USD
3003766	8	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003767	0	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LOADER #511	0	0	0	USD
3003767	4	Ammo	21	Lonoke, AR	7/15/1997	ADDL-MODIFY OPERATING STATIONS	0	0	0	USD
3003767	6	Ammo	21	Lonoke, AR	10/15/1999	VIBRATORY FEED SYSTEM/CRIMPER 100547	0	0	0	USD
3003767	7	Ammo	21	Lonoke, AR	11/15/2000	ADD'L WATERPROOFING	0	0	0	USD
3003767	8	Ammo	21	Lonoke, AR	2/15/2002	ADD'L SS DUPLEX LOADER	0	0	0	USD
3003767	9	Ammo	21	Lonoke, AR	1/15/2003	ADD'L POWDER CHARGER	0	0	0	USD
3003767	11	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003768	0	Ammo	21	Lonoke, AR	12/1/1993	SS DUPLEX LOADER #500 SS CON	0	0	0	USD
3003768	1	Ammo	21	Lonoke, AR	12/1/1993	CNVT/INSTL 12 RD SUPLES LDR #500	0	0	0	USD
3003768	2	Ammo	21	Lonoke, AR	12/1/1993	ADDL-SYNTRON SLUG FDR 12RS #500	0	0	0	USD
3003769	0	Ammo	21	Lonoke, AR	12/1/1993	SS DUPLEX LOADER #512 SS CON	0	0	0	USD
3003769	1	Ammo	21	Lonoke, AR	12/1/1993	DUPLEX LDR #512-INSTL/MODIFY TO 410 T	0	0	0	USD
3003770	0	Ammo	21	Lonoke, AR	12/1/1993	SIMPLEX LOADER #525	0	0	0	USD
3003770	3	Ammo	21	Lonoke, AR	7/15/2003	OVH #525 SIMPLEX LOADER	0	0	0	USD
3003770	4	Ammo	21	Lonoke, AR	6/15/1996	#525 BUCKSHOT CONVERSION KIT	0	0	0	USD
3003770	5	Ammo	21	Lonoke, AR	3/15/1998	ADD'L REB #525 LOADER 2633/100462	0	0	0	USD
3003770	6	Ammo	21	Lonoke, AR	11/15/1998	ADD'L BUCKSHOT FEEDER #525 100514	0	0	0	USD
3003770	7	Ammo	21	Lonoke, AR	2/15/1999	ADD'L BUCKSHOT FEED #525	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003770	9	Ammo	21	Lonoke, AR	4/15/2006	ADD'L #525 UPGRADE	0	0	0	USD
3003770	11	Ammo	21	Lonoke, AR	10/15/2008	ADD'L COUNTING SHOT CHARGER	0	0	0	USD
3003771	0	Ammo	21	Lonoke, AR	12/1/1993	SIMPLEX LOADER #526 12 GA	0	0	0	USD
3003771	4	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #526 GLUE/CRIMP/STEEL SHOT	0	0	0	USD
3003771	5	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #526 STEEL SHOT CHARGER	0	0	0	USD
3003772	0	Ammo	21	Lonoke, AR	12/1/1993	SIMPLEX LOADER #527 16-20 GA	0	0	0	USD
3003772	3	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-STEEL WAD FR DOBWL #527 120219	0	0	0	USD
3003772	5	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #527 GLUE/CRIMP/STEEL SHOT	0	0	0	USD
3003772	6	Ammo	21	Lonoke, AR	1/15/1997	ADDL-COLLATOR TURNOVER UNIT	0	0	0	USD
3003772	8	Ammo	21	Lonoke, AR	2/15/2000	20GA SABOT FEEDER 100686	0	0	0	USD
3003772	9	Ammo	21	Lonoke, AR	2/15/2000	20GA SLUG FEEDER 100686	0	0	0	USD
3003772	10	Ammo	21	Lonoke, AR	7/15/2001	12 GA VIBRATORY FEED SYSTEM	0	0	0	USD
3003772	11	Ammo	21	Lonoke, AR	9/15/2003	ADD'L 12GA FRANGIBLE SLUG SETUP	0	0	0	USD
3003772	12	Ammo	21	Lonoke, AR	10/15/2003	ADD'L SABOT SLUG FEEDER	0	0	0	USD
3003772	13	Ammo	21	Lonoke, AR	5/15/2004	ADD'L SS SIMPLEX #527 UPGRADE	0	0	0	USD
3003772	14	Ammo	21	Lonoke, AR	10/15/2004	ADD'L 12 GA ULTRA SETUP	0	0	0	USD
3003772	15	Ammo	21	Lonoke, AR	11/15/2004	ADD'L #527 TRANSFER UNITS	0	0	0	USD
3003772	16	Ammo	21	Lonoke, AR	3/15/2000	WAD FEED BOWL 100701	0	0	0	USD
3003773	0	Ammo	21	Lonoke, AR	12/1/1993	PLATFORM SCALE 4'X6' 1000 LB	0	0	0	USD
3003780	0	Ammo	21	Lonoke, AR	12/1/1993	PORTABLE SHELL FEEDER W/BBL DUMP T	0	0	0	USD
3003782	0	Ammo	21	Lonoke, AR	12/1/1993	SS PACK FREIGHT ELEVATOR	0	0	0	USD
3003782	1	Ammo	21	Lonoke, AR	2/15/2002	ADD'L SS #5 ELEVATOR	0	0	0	USD
3003782	2	Ammo	21	Lonoke, AR	12/15/1998	ADD'L FREIGHT ELEVATOR	0	0	0	USD
3003792	0	Ammo	21	Lonoke, AR	12/1/1993	CARTRIDGE BOX IDENTIFICATION SYS #635	0	0	0	USD
3003793	0	Ammo	21	Lonoke, AR	12/1/1993	CARTRIDGE BOX IDENTIFICATION SYSTEM #636	0	0	0	USD
3003797	0	Ammo	21	Lonoke, AR	12/1/1993	AUTO PALLETIZER-LITTON MCH #630	0	0	0	USD
3003800	0	Ammo	21	Lonoke, AR	12/1/1993	AUTOMATIC INSPECT AND PACK MACHINE #627	0	0	0	USD
3003800	3	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #605 COVERT TO STEEL	0	0	0	USD
3003800	4	Ammo	21	Lonoke, AR	6/14/1995	ADDL - INSTALLATION # 627	0	0	0	USD
3003800	5	Ammo	21	Lonoke, AR	6/14/1995	ADDL #605 INSTALLATION	0	0	0	USD
3003800	6	Ammo	21	Lonoke, AR	6/14/1995	ADDL FEEDER/CHUTE #627	0	0	0	USD
3003800	8	Ammo	21	Lonoke, AR	2/15/2007	ADD'L TAPE MACHINE #627	0	0	0	USD
3003800	10	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003800	11	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003801	0	Ammo	21	Lonoke, AR	12/1/1993	AUTOMATIC INSPECT & PACK MACHINE #606	0	0	0	USD
3003801	2	Ammo	21	Lonoke, AR	6/14/1995	ADDL #606 INSTALLATION	0	0	0	USD
3003801	3	Ammo	21	Lonoke, AR	1/15/1997	ADDL-OVERHAUL 606 PACKER	0	0	0	USD
3003802	0	Ammo	21	Lonoke, AR	12/1/1993	AUTO INSPECTION & PACK MACHINE #608	0	0	0	USD
3003802	2	Ammo	21	Lonoke, AR	6/14/1995	ADDL #608 INSTALLATION	0	0	0	USD
3003802	3	Ammo	21	Lonoke, AR	10/15/2001	CASE TAPE MACHINE	0	0	0	USD
3003802	4	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003803	0	Ammo	21	Lonoke, AR	12/1/1993	AUTOMATIC INSPECTION AND PACK MACHINE #615	0	0	0	USD
3003803	2	Ammo	21	Lonoke, AR	6/14/1995	ADDL #615 INSTALLATION	0	0	0	USD
3003803	3	Ammo	21	Lonoke, AR	10/15/2001	CASE TAPE MACHINE	0	0	0	USD
3003803	4	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003804	0	Ammo	21	Lonoke, AR	12/1/1993	#3 AUTO INSPECT & PACK MACHINE #617	0	0	0	USD
3003804	2	Ammo	21	Lonoke, AR	6/14/1995	ADDL - INSTALLATION # 617	0	0	0	USD
3003804	3	Ammo	21	Lonoke, AR	10/15/2001	CASE TAPE MACHINE	0	0	0	USD
3003804	4	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003805	0	Ammo	21	Lonoke, AR	12/1/1993	AUTOMATIC INSPECT & PACK MACHINE #622	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003805	2	Ammo		21 Lonoke, AR	6/14/1995	ADDL - INSTALLATION # 622	0	0	0	USD
3003805	5	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003806	0	Ammo		21 Lonoke, AR	12/1/1993	AUTOMATIC INSPECT & PACK MACHINE #619	0	0	0	USD
3003806	1	Ammo		21 Lonoke, AR	12/1/1993	#619 MODIFY FOR 20/25 RD BOXES 120584	0	0	0	USD
3003806	3	Ammo		21 Lonoke, AR	6/14/1995	ADDL - INSTALLATION # 619	0	0	0	USD
3003806	5	Ammo		21 Lonoke, AR	10/15/2001	CASE TAPE MACHINE	0	0	0	USD
3003806	6	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003807	0	Ammo		21 Lonoke, AR	12/1/1993	AUTOMATIC INSPECT & PACK MACHINE #620	0	0	0	USD
3003807	2	Ammo		21 Lonoke, AR	6/14/1995	ADDL - INSTALLATION #620	0	0	0	USD
3003807	4	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003808	0	Ammo		21 Lonoke, AR	12/1/1993	AUTOMATIC INSPECT & PACK MACHINE #618	0	0	0	USD
3003808	2	Ammo		21 Lonoke, AR	6/14/1995	ADDL - INSTALLATION # 618	0	0	0	USD
3003808	4	Ammo		21 Lonoke, AR	5/15/2005	ADD'L 618 ALTERNATOR	0	0	0	USD
3003808	5	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003809	0	Ammo		21 Lonoke, AR	12/1/1993	AUTOMATIC INSPECT & PACK MACHINE #607	0	0	0	USD
3003809	2	Ammo		21 Lonoke, AR	6/14/1995	ADDL #607 INSTALLATION	0	0	0	USD
3003809	3	Ammo		21 Lonoke, AR	11/15/1996	ADDL-MODIFY FOR 20/25 ROUND	0	0	0	USD
3003809	4	Ammo		21 Lonoke, AR	9/15/2007	ADD'L TAPE MACHINE #607	0	0	0	USD
3003809	5	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003810	0	Ammo		21 Lonoke, AR	12/1/1993	SS DUPLEX PACKER #621	0	0	0	USD
3003810	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST - SS CON	0	0	0	USD
3003810	3	Ammo		21 Lonoke, AR	6/14/1995	ADDL - INSTALLATION #621	0	0	0	USD
3003810	4	Ammo		21 Lonoke, AR	2/15/2007	ADD'L TAPE MACHINE #621	0	0	0	USD
3003810	5	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003811	0	Ammo		21 Lonoke, AR	12/1/1993	SS DUPLEX PACKER #603	0	0	0	USD
3003811	3	Ammo		21 Lonoke, AR	6/14/1995	ADDL #603 INSTALLATION	0	0	0	USD
3003811	4	Ammo		21 Lonoke, AR	10/15/1996	ADDL-REBUILD #603 PACKER	0	0	0	USD
3003811	5	Ammo		21 Lonoke, AR	9/15/2007	ADD'L TAPE MACHINE #603	0	0	0	USD
3003811	6	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003812	0	Ammo		21 Lonoke, AR	12/1/1993	250 RD PACK UNIT-8 GA #609	0	0	0	USD
3003812	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST-PACKER	0	0	0	USD
3003812	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST - SS CON	0	0	0	USD
3003812	4	Ammo		21 Lonoke, AR	6/14/1995	ADDL #609 INSTALLATION	0	0	0	USD
3003812	5	Ammo		21 Lonoke, AR	1/15/2008	CASE TAPE MACHINE	0	0	0	USD
3003812	6	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003813	0	Ammo		21 Lonoke, AR	12/1/1993	DUPLEX PACKER #604	0	0	0	USD
3003813	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST - SS CON	0	0	0	USD
3003813	3	Ammo		21 Lonoke, AR	6/14/1995	ADDL #604 INSTALLATION	0	0	0	USD
3003813	5	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003814	6	Ammo		21 Lonoke, AR	6/14/1995	ADDL - SEALER CARTONER 2921/100089	0	0	0	USD
3003814	7	Ammo		21 Lonoke, AR	4/15/1996	ADDL-INSPECTION BENCH 2337/100140	0	0	0	USD
3003814	8	Ammo		21 Lonoke, AR	4/15/2003	ADEPT ROBOTIC ARM	0	0	0	USD
3003814	9	Ammo		21 Lonoke, AR	3/15/2006	ADD'L RELOCATE INSP STATION	0	0	0	USD
3003815	0	Ammo		21 Lonoke, AR	12/1/1993	SS DUPLEX PACKER 3" SS CON #614	0	0	0	USD
3003815	1	Ammo		21 Lonoke, AR	12/1/1993	25-ROUND PACKER -INSTALL T	0	0	0	USD
3003815	2	Ammo		21 Lonoke, AR	12/1/1993	#614 MODIFY FOR 20/25 RD BOXES 120584	0	0	0	USD
3003815	4	Ammo		21 Lonoke, AR	6/14/1995	ADDL INSTALLATION #614	0	0	0	USD
3003815	5	Ammo		21 Lonoke, AR	2/15/2007	ADD'L TAPE MACHINE #614	0	0	0	USD
3003815	6	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003817	0	Ammo		21 Lonoke, AR	12/1/1993	SS AUTO INSP & PACKER #612 SS CON	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003817	1	Ammo	21	Lonoke, AR	12/1/1993	DUP PKR#612 INST/MOD TO 410 ADDL 120101	0	0	0	USD
3003817	3	Ammo	21	Lonoke, AR	6/14/1995	ADDL #612 INSTALLATION	0	0	0	USD
3003817	4	Ammo	21	Lonoke, AR	9/15/2007	ADD'L TAPE MACHINE #612	0	0	0	USD
3003817	5	Ammo	21	Lonoke, AR	3/15/2008	ADD'L ALTERNATOR #612	0	0	0	USD
3003817	6	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003818	0	Ammo	21	Lonoke, AR	12/1/1993	SS AUTO PACK MCH #611SS CON	0	0	0	USD
3003818	4	Ammo	21	Lonoke, AR	6/14/1995	ADDL - INSTALLATION #611	0	0	0	USD
3003818	5	Ammo	21	Lonoke, AR	2/15/2007	ADD'L TAPE MACHINE #611	0	0	0	USD
3003818	6	Ammo	21	Lonoke, AR	3/15/2008	ADD'L ALTERNATOR #611	0	0	0	USD
3003820	0	Ammo	21	Lonoke, AR	12/1/1993	5-RD REDINGTON PKR 12 RS #600 T	0	0	0	USD
3003820	2	Ammo	21	Lonoke, AR	6/14/1995	ADDL #600 INSTALLATION	0	0	0	USD
3003820	3	Ammo	21	Lonoke, AR	1/15/2008	CASE TAPE MACHINE	0	0	0	USD
3003820	4	Ammo	21	Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3003821	0	Ammo	21	Lonoke, AR	12/1/1993	AUTO CASE PACKER MOD 3000 FMS MCH#630	0	0	0	USD
3003821	1	Ammo	21	Lonoke, AR	6/14/1995	ADDL EXIT CONVEYOR/PLATFORM	0	0	0	USD
3003829	0	Ammo	21	Lonoke, AR	12/1/1993	EZ LOAD PALLET LIFTS 4500# - 22	0	0	0	USD
3003831	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST POWDER STACK P F 510	0	0	0	USD
3003832	0	Ammo	21	Lonoke, AR	12/1/1993	HOFFMAN VACUUM SYSTEM-LACHAUSSEE LOADER	0	0	0	USD
3003833	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST LACHAUSSEE LOADER P F 510	0	0	0	USD
3003833	3	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST LOADER-BLOWN PRM DETECT	0	0	0	USD
3003833	4	Ammo	21	Lonoke, AR	12/1/1993	FIRE PROTECTION/EXTINGUISHER 120418	0	0	0	USD
3003833	5	Ammo	21	Lonoke, AR	12/1/1993	ADDL-MOD #510 FOR STEEL,SHOT FDR 110088	0	0	0	USD
3003833	6	Ammo	21	Lonoke, AR	9/15/1995	ADDL - #510 VIBRATORY FEEDER	0	0	0	USD
3003833	7	Ammo	21	Lonoke, AR	6/15/1996	ADDL-8 GA SLUG FEED	0	0	0	USD
3003833	8	Ammo	21	Lonoke, AR	5/15/1998	ADD'L SLUG FEED & DETECT	0	0	0	USD
3003833	9	Ammo	21	Lonoke, AR	2/15/2001	ADD'L 510 GEAR BOXES	0	0	0	USD
3003836	0	Ammo	21	Lonoke, AR	12/1/1993	BRIDGE CRANE RAILS 1 TON #38291HH1	0	0	0	USD
3003840	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD SLUG SCRAP CONVEYOR	0	0	0	USD
3003841	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD SLUG BELT CONVEYOR	0	0	0	USD
3003842	0	Ammo	21	Lonoke, AR	12/1/1993	PEEN PLAE VERTICAL CONVEYOR 120589	0	0	0	USD
3003843	0	Ammo	21	Lonoke, AR	12/1/1993	WORK PLATFORM - LEAD AREA	0	0	0	USD
3003844	0	Ammo	21	Lonoke, AR	12/1/1993	SLUG TUMBLE BARREL #1311 PEEN PLATER	0	0	0	USD
3003845	0	Ammo	21	Lonoke, AR	12/1/1993	#1308 RF BULLET LUBRICATOR	0	0	0	USD
3003845	1	Ammo	21	Lonoke, AR	2/15/1997	ADDL-REBUILD #1308 BULLET LUBE	0	0	0	USD
3003846	0	Ammo	21	Lonoke, AR	12/1/1993	#1309 RF BULLET LUBRICATOR	0	0	0	USD
3003846	1	Ammo	21	Lonoke, AR	2/15/1997	ADDL-REBUILD #1309 BULLET LUBE	0	0	0	USD
3003848	0	Ammo	21	Lonoke, AR	12/1/1993	PRODUCT SCALE - RF	0	0	0	USD
3003849	0	Ammo	21	Lonoke, AR	12/1/1993	RF ACID HANDLING SYS-2 TANKS 120508	0	0	0	USD
3003851	0	Ammo	21	Lonoke, AR	12/1/1993	OVERHEAD CRANE 3-TON CUPPING	0	0	0	USD
3003852	0	Ammo	21	Lonoke, AR	12/1/1993	OVERHEAD CRANE 2-TON SHELL	0	0	0	USD
3003854	0	Ammo	21	Lonoke, AR	12/1/1993	AIRVEYOR SYSTEM	0	0	0	USD
3003854	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST TO ASSET #86336-00	0	0	0	USD
3003854	2	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003855	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL-RF PROJ 110076/120417 AIRVEYOR SYS	0	0	0	USD
3003859	0	Ammo	21	Lonoke, AR	12/1/1993	4 CONE WASH UNIT	0	0	0	USD
3003859	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003860	0	Ammo	21	Lonoke, AR	12/1/1993	Furnace-Cup Anneal 4-Cone Wash #1021	0	0	0	USD
3003860	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003860	2	Ammo	21	Lonoke, AR	10/15/1996	ADDL-ANNEAL FURNACE CONTROL	0	0	0	USD
3003860	3	Ammo	21	Lonoke, AR	6/15/2010	MOHLER CONVEYOR 101634	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003861	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003861	2	Ammo		21 Lonoke, AR	8/15/2005	ADD'L #1074 ANNEAL OVEN	0	0	0	USD
3003864	0	Ammo		21 Lonoke, AR	12/1/1993	ROTARY DRUM DRYER PARTS WASH GAS FIRED U	0	0	0	USD
3003865	0	Ammo		21 Lonoke, AR	12/1/1993	DOUBLE ACTION CRANK PRESS #1001	0	0	0	USD
3003865	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003865	3	Ammo		21 Lonoke, AR	11/15/2004	ADD'L METAL INDEXER	0	0	0	USD
3003865	4	Ammo		21 Lonoke, AR	1/15/2003	REB RF CUPPING PRESS #1001	0	0	0	USD
3003865	5	Ammo		21 Lonoke, AR	7/15/2005	ADD'L RF CUP PRESS #1001	0	0	0	USD
3003865	6	Ammo		21 Lonoke, AR	5/15/2006	ADD'L METAL STOCK REEL	0	0	0	USD
3003866	0	Ammo		21 Lonoke, AR	12/1/1993	V&O CUPPING PRESS #1004	0	0	0	USD
3003866	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003866	3	Ammo		21 Lonoke, AR	11/15/2004	ADD'L METAL INDEXER	0	0	0	USD
3003866	4	Ammo		21 Lonoke, AR	5/15/2006	ADD'L METAL STOCK REEL	0	0	0	USD
3003867	0	Ammo		21 Lonoke, AR	12/1/1993	V&O DOUBLE ACTION PRESS #1003	0	0	0	USD
3003867	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003867	3	Ammo		21 Lonoke, AR	11/15/2004	ADD'L METAL INDEXER	0	0	0	USD
3003867	4	Ammo		21 Lonoke, AR	5/15/2006	ADD'L METAL STOCK REEL	0	0	0	USD
3003867	5	Ammo		21 Lonoke, AR	11/15/2006	ADD'L LUBE SYSTEM	0	0	0	USD
3003868	0	Ammo		21 Lonoke, AR	12/1/1993	DOUBLE ACTION PRESS #1002	0	0	0	USD
3003868	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003868	3	Ammo		21 Lonoke, AR	8/15/2003	RF #1001 METAL INDEXER	0	0	0	USD
3003868	4	Ammo		21 Lonoke, AR	11/15/2004	ADD'L RF #1002 CUPPING	0	0	0	USD
3003868	5	Ammo		21 Lonoke, AR	5/15/2006	ADD'L METAL STOCK REEL	0	0	0	USD
3003869	0	Ammo		21 Lonoke, AR	12/1/1993	SHELL MAKING MACHINE #1045	0	0	0	USD
3003869	2	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003869	3	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003869	4	Ammo		21 Lonoke, AR	9/15/2002	ADD'L RF TRIM UNIT	0	0	0	USD
3003869	6	Ammo		21 Lonoke, AR	1/15/2006	ADD'L AUTO LUBE SYSTEM	0	0	0	USD
3003870	0	Ammo		21 Lonoke, AR	12/1/1993	SHELL MAKING MACHINE #1046	0	0	0	USD
3003870	1	Ammo		21 Lonoke, AR	12/1/1993	ENGINEERING DESIGN PROJECT 61-04870	0	0	0	USD
3003870	2	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003870	3	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003870	4	Ammo		21 Lonoke, AR	1/15/2006	ADD'L AUTO LUBE SYSTEM	0	0	0	USD
3003871	0	Ammo		21 Lonoke, AR	12/1/1993	SHELL MAKING MACHINE #1047	0	0	0	USD
3003871	2	Ammo		21 Lonoke, AR	12/1/1993	TRIM CAM/#4 SHELL MAKER	0	0	0	USD
3003871	4	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003871	5	Ammo		21 Lonoke, AR	11/15/1998	REB #1047 SHELLMAKER HEADER	0	0	0	USD
3003871	7	Ammo		21 Lonoke, AR	8/15/2003	ADD'L RF SHELLMAKER #1047	0	0	0	USD
3003871	8	Ammo		21 Lonoke, AR	1/15/2006	ADD'L AUTO LUBE SYSTEM	0	0	0	USD
3003872	0	Ammo		21 Lonoke, AR	12/1/1993	SHELL MAKING MACHINE	0	0	0	USD
3003872	2	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003872	3	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003872	4	Ammo		21 Lonoke, AR	12/1/1993	REBUILD #1048 RIMFIRE HEADER 2750/100632	0	0	0	USD
3003872	5	Ammo		21 Lonoke, AR	12/15/2002	ADD'L RF TRIM UNIT	0	0	0	USD
3003872	8	Ammo		21 Lonoke, AR	1/15/2006	ADD'L AUTO LUBE SYSTEM	0	0	0	USD
3003873	0	Ammo		21 Lonoke, AR	12/1/1993	SHELL MAKING MACHINE	0	0	0	USD
3003873	2	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003873	3	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003873	4	Ammo		21 Lonoke, AR	12/15/1998	ADD'L REB SHELLMAKER HEADER	0	0	0	USD
3003873	5	Ammo		21 Lonoke, AR	6/15/1999	ADD'L REBUILD HEADER	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003873	6	Ammo		21 Lonoke, AR	9/15/2002	ADD'L RF TRIM UNIT	0	0	0	USD
3003873	7	Ammo		21 Lonoke, AR	2/15/2004	ADD'L RF w/LUBE SYSTEM	0	0	0	USD
3003874	0	Ammo		21 Lonoke, AR	12/1/1993	SHELL MAKING MACHINE #1050	0	0	0	USD
3003874	1	Ammo		21 Lonoke, AR	12/1/1993	ENGINEERING DESIGN PROJECT 61-04870	0	0	0	USD
3003874	2	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003874	3	Ammo		21 Lonoke, AR	12/1/1993	ADDL-GUARDING 110076	0	0	0	USD
3003874	4	Ammo		21 Lonoke, AR	12/15/1998	ADD'L REB SHELLMAKER HEADER	0	0	0	USD
3003874	5	Ammo		21 Lonoke, AR	1/15/2006	ADD'L AUTO LUBE SYSTEM	0	0	0	USD
3003875	0	Ammo		21 Lonoke, AR	12/1/1993	SHELL MAKING MACHINE	0	0	0	USD
3003875	2	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003875	3	Ammo		21 Lonoke, AR	12/1/1993	ADDL-INTERLOCKS 110076	0	0	0	USD
3003875	4	Ammo		21 Lonoke, AR	7/15/1998	REB RF SHELLMAKER HEADER	0	0	0	USD
3003875	5	Ammo		21 Lonoke, AR	1/15/2006	ADD'L AUTO LUBE SYSTEM	0	0	0	USD
3003876	0	Ammo		21 Lonoke, AR	12/1/1993	R F STORAGE HOPPER	0	0	0	USD
3003877	0	Ammo		21 Lonoke, AR	12/1/1993	SHELLMAKER CARRIER MOLD RF AT VENDOR	0	0	0	USD
3003878	0	Ammo		21 Lonoke, AR	12/1/1993	TRIPLEX WASH SINK	0	0	0	USD
3003879	0	Ammo		21 Lonoke, AR	12/1/1993	VACUUM PUMP	0	0	0	USD
3003880	0	Ammo		21 Lonoke, AR	12/1/1993	VACUUM PUMP	0	0	0	USD
3003881	0	Ammo		21 Lonoke, AR	12/1/1993	PRIMER WASTE HANDLE SYS-RF	0	0	0	USD
3003881	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL-PAI IMPERMEABLE LINING 120594	0	0	0	USD
3003881	2	Ammo		21 Lonoke, AR	11/15/2004	ADD'L RF EXPLOSIVE TANK LEVEL INDICATOR	0	0	0	USD
3003883	0	Ammo		21 Lonoke, AR	12/1/1993	SEIVE BARREL DUMPER & SHAKER	0	0	0	USD
3003884	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO R F PRIMING MCH	0	0	0	USD
3003884	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003884	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1124 101810	0	0	0	USD
3003885	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO RF PRIMING MCH	0	0	0	USD
3003885	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003885	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1126 101810	0	0	0	USD
3003886	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO RF PRIMING MCH	0	0	0	USD
3003886	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003886	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1127 101810	0	0	0	USD
3003887	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO RF PRIMING MACHINE	0	0	0	USD
3003887	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003887	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1129 101810	0	0	0	USD
3003888	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO RF PRIMING MACH	0	0	0	USD
3003888	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003888	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1130 101810	0	0	0	USD
3003889	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO RF PRIMING MACH	0	0	0	USD
3003889	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003889	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1131 101810	0	0	0	USD
3003890	0	Ammo		21 Lonoke, AR	12/1/1993	SEM AUTO R F PRIMING MACHINE	0	0	0	USD
3003890	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003890	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1133 101810	0	0	0	USD
3003891	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO R F PRIMING MACHINE	0	0	0	USD
3003891	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003891	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1134 101810	0	0	0	USD
3003892	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1135 101810	0	0	0	USD
3003893	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1136 101810	0	0	0	USD
3003896	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1139 101810	0	0	0	USD
3003897	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1140 101810	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003898	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1141 101810	0	0	0	USD
3003899	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO PRIMING MACHINE	0	0	0	USD
3003899	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003899	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1142 101810	0	0	0	USD
3003900	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO PRIMING MACHINE	0	0	0	USD
3003900	1	Ammo		21 Lonoke, AR	12/15/1994	ADDL-REBUILD RF PRIME MCH #11432226	0	0	0	USD
3003900	2	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003900	3	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1143 101810	0	0	0	USD
3003901	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO PRIMING MACH	0	0	0	USD
3003901	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003901	2	Ammo		21 Lonoke, AR	12/15/1998	ADD'L DRIVE CONTROLS	0	0	0	USD
3003901	3	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1144 101810	0	0	0	USD
3003902	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO R F PRIMING MACHINE	0	0	0	USD
3003902	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003902	2	Ammo		21 Lonoke, AR	12/1/1993	ADD-RPL DR MOTOR/CONTROL #1145 120605	0	0	0	USD
3003902	3	Ammo		21 Lonoke, AR	12/15/1998	ADD'L DRIVE CONTROLS	0	0	0	USD
3003902	4	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1145 101810	0	0	0	USD
3003903	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO R F PRIMING MACHINE	0	0	0	USD
3003903	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003903	2	Ammo		21 Lonoke, AR	12/15/1998	ADD'L DRIVE CONTROLS	0	0	0	USD
3003903	3	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1146 101810	0	0	0	USD
3003904	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO R F PRIMING MACHINE	0	0	0	USD
3003904	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003904	2	Ammo		21 Lonoke, AR	12/15/1998	ADD'L DRIVE CONTROLS	0	0	0	USD
3003904	3	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1147 101810	0	0	0	USD
3003905	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO PRIMING MACHINE	0	0	0	USD
3003905	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003905	2	Ammo		21 Lonoke, AR	12/15/1998	ADD'L DRIVE CONTROLS	0	0	0	USD
3003905	3	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1148 101810	0	0	0	USD
3003906	0	Ammo		21 Lonoke, AR	12/1/1993	R F PRIME MACH	0	0	0	USD
3003906	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003906	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1149 101810	0	0	0	USD
3003907	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO PRIMING MACHINE	0	0	0	USD
3003907	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003907	2	Ammo		21 Lonoke, AR	12/1/1993	ADD-RPL DR MOTOR/CONTROL #1150 120605	0	0	0	USD
3003907	3	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1150 101810	0	0	0	USD
3003908	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO PRIMING MACHINE	0	0	0	USD
3003908	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003908	2	Ammo		21 Lonoke, AR	12/1/1993	ADD-RPL DR MOTOR/CONTROL #1151 120605	0	0	0	USD
3003909	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO PRIMING MACHINE	0	0	0	USD
3003909	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003910	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO PRIMING MACH	0	0	0	USD
3003910	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003911	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO R F PRIMING MACHINE	0	0	0	USD
3003911	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003912	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO R F PRIMING MACHINE	0	0	0	USD
3003912	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003913	0	Ammo		21 Lonoke, AR	12/1/1993	SEMI AUTO R F PRIMING MACHINE	0	0	0	USD
3003913	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003914	0	Ammo		21 Lonoke, AR	12/1/1993	RIM FIRE INSPECTION MACHINE #1196	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003914	5	Ammo	21	Lonoke, AR	12/15/2004	ADD'L #1196 AUTO INSP MCH	0	0	0	USD
3003915	0	Ammo	21	Lonoke, AR	12/1/1993	22 CAL. AUTO. INSPECTION MACH. #1197	0	0	0	USD
3003915	3	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003916	0	Ammo	21	Lonoke, AR	12/1/1993	22 CAL. AUTO. INSPECTION MACH.	0	0	0	USD
3003916	3	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003916	4	Ammo	21	Lonoke, AR	6/15/1997	ADDL-OVERHAUL #1198 AIM	0	0	0	USD
3003917	0	Ammo	21	Lonoke, AR	12/15/1993	AIR PWR STRADDLE HYD LIFT #7022 RF PRIME	0	0	0	USD
3003918	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET PULL MCH R F LOAD 120408	0	0	0	USD
3003918	1	Ammo	21	Lonoke, AR	2/15/1994	ADDL-AMETEK ACCUF RF LD 120548	0	0	0	USD
3003918	2	Ammo	21	Lonoke, AR	12/15/2008	ADD'L FIRE HYDRANT	0	0	0	USD
3003919	0	Ammo	21	Lonoke, AR	12/1/1993	R F LOAD MACH	0	0	0	USD
3003919	1	Ammo	21	Lonoke, AR	12/1/1993	ENGINEERING DESIGN PROJECT 61-04870	0	0	0	USD
3003919	2	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003919	3	Ammo	21	Lonoke, AR	9/15/2004	ADD'L MOTOR	0	0	0	USD
3003920	0	Ammo	21	Lonoke, AR	12/1/1993	R F LOAD MACHINE	0	0	0	USD
3003920	2	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003920	3	Ammo	21	Lonoke, AR	9/15/2004	ADD'L MOTOR	0	0	0	USD
3003921	0	Ammo	21	Lonoke, AR	12/1/1993	R F LOAD MACH	0	0	0	USD
3003921	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003921	2	Ammo	21	Lonoke, AR	9/15/2004	ADD'L MOTOR	0	0	0	USD
3003922	0	Ammo	21	Lonoke, AR	12/1/1993	R F LOAD MACH	0	0	0	USD
3003922	2	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003922	3	Ammo	21	Lonoke, AR	9/15/2004	ADD'L MOTOR	0	0	0	USD
3003923	0	Ammo	21	Lonoke, AR	12/1/1993	R F LOAD MACH	0	0	0	USD
3003923	2	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003923	3	Ammo	21	Lonoke, AR	9/15/2004	ADD'L MOTOR	0	0	0	USD
3003923	4	Ammo	21	Lonoke, AR	10/15/2006	ADD'L #1233 POWDER CHARGER	0	0	0	USD
3003924	0	Ammo	21	Lonoke, AR	12/1/1993	R F LOAD MACH	0	0	0	USD
3003924	2	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003924	3	Ammo	21	Lonoke, AR	9/15/2004	ADD'L MOTOR	0	0	0	USD
3003925	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET PRE-SWAGE UNIT #1223	0	0	0	USD
3003925	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003928	0	Ammo	21	Lonoke, AR	12/15/1993	MICROSCOPE ZSB UNITRON RF LOAD 120041	0	0	0	USD
3003929	0	Ammo	21	Lonoke, AR	12/1/1993	HOIST DUMPER	0	0	0	USD
3003931	0	Ammo	21	Lonoke, AR	12/1/1993	TRAYMAKER	0	0	0	USD
3003931	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003931	2	Ammo	21	Lonoke, AR	10/12/1995	ADDL - HOT MELT GLUE SYSTEM	0	0	0	USD
3003931	3	Ammo	21	Lonoke, AR	12/14/1995	ADDL - HOT MELT GLUE NOZZLE	0	0	0	USD
3003932	0	Ammo	21	Lonoke, AR	12/1/1993	PRELIM #1 AUTO LUB & PACK MACHINE	0	0	0	USD
3003932	2	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003932	3	Ammo	21	Lonoke, AR	12/1/1993	ADDL-GUARDS #1281 110076	0	0	0	USD
3003932	4	Ammo	21	Lonoke, AR	3/15/2003	UPG PACKER	0	0	0	USD
3003932	5	Ammo	21	Lonoke, AR	5/15/2004	ADD'L CASE TAPER	0	0	0	USD
3003933	0	Ammo	21	Lonoke, AR	12/1/1993	AUTOMATIC R.F. LUBRICATE & TRAY PACK M	0	0	0	USD
3003933	3	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003933	4	Ammo	21	Lonoke, AR	12/1/1993	ADDL-GUARDS #1282 110076	0	0	0	USD
3003933	6	Ammo	21	Lonoke, AR	10/15/2003	ADD'L CASE TAPER	0	0	0	USD
3003934	0	Ammo	21	Lonoke, AR	12/1/1993	AUTO LUBE & PACK "C" 50 PK #1283	0	0	0	USD
3003934	2	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003934	3	Ammo	21	Lonoke, AR	12/1/1993	ADDL-GUARDS #1283 110076	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003934	4	Ammo		21 Lonoke, AR	10/15/2003	ADD'L CASE TAPER	0	0	0	USD
3003935	0	Ammo		21 Lonoke, AR	12/1/1993	BAGGER "B" FOR #1282	0	0	0	USD
3003935	1	Ammo		21 Lonoke, AR	3/15/1995	ADDL-IMPRINTER #1282 2242	0	0	0	USD
3003935	3	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003936	0	Ammo		21 Lonoke, AR	12/1/1993	BAGGER "C" FOR #1283	0	0	0	USD
3003936	1	Ammo		21 Lonoke, AR	3/15/1995	ADDL-IMPRINTER #1283 2242	0	0	0	USD
3003936	2	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3003943	0	Ammo		21 Lonoke, AR	12/1/1993	PALLET TRUCK 071679 - #83	0	0	0	USD
3003944	0	Ammo		21 Lonoke, AR	12/15/1993	ELEC PALLET JACK/BATTERY 6000# N5240054 RF - #53	0	0	0	USD
3003945	0	Ammo		21 Lonoke, AR	12/15/1993	MAC CHARGER FOR ELEC 6000# JK RF F25597	0	0	0	USD
3003955	0	Ammo		21 Lonoke, AR	12/1/1993	PARTS WASH DRYER MODEL RD-1147-2S	0	0	0	USD
3003956	0	Ammo		21 Lonoke, AR	12/1/1993	H&W BATTERY CUP PRESS	0	0	0	USD
3003956	1	Ammo		21 Lonoke, AR	2/15/1996	#820 BATTERY CUP PRESS & OVERHAUL 2315/100142	0	0	0	USD
3003956	3	Ammo		21 Lonoke, AR	3/15/2001	SCRAP WEB CHOPPER	0	0	0	USD
3003957	0	Ammo		21 Lonoke, AR	12/1/1993	HENRY & WRIGHT BATTERY CUP PRESS	0	0	0	USD
3003957	4	Ammo		21 Lonoke, AR	1/15/1997	ADDL-#821 SERVO DRIVE FEED SYSTEM	0	0	0	USD
3003957	5	Ammo		21 Lonoke, AR	3/15/2001	SCRAP WEB CHOPPER	0	0	0	USD
3003959	0	Ammo		21 Lonoke, AR	12/1/1993	H&W BATTERY CUP PRESS	0	0	0	USD
3003959	1	Ammo		21 Lonoke, AR	10/15/1994	ADD-O/H #828 H&W BAT CUP PR 2236	0	0	0	USD
3003959	4	Ammo		21 Lonoke, AR	9/15/1998	ADD'L INDEXING UNIT #828	0	0	0	USD
3003959	5	Ammo		21 Lonoke, AR	5/15/1999	ADD'L BATTERY CUP PRESS	0	0	0	USD
3003959	6	Ammo		21 Lonoke, AR	3/15/2001	SCRAP WEB CHOPPER	0	0	0	USD
3003959	7	Ammo		21 Lonoke, AR	7/15/2005	ADD'L #828 H&W PRESS	0	0	0	USD
3003960	0	Ammo		21 Lonoke, AR	12/1/1993	HIGH SPEED ANVIL PRESS MOD 27 L&J #813	0	0	0	USD
3003960	1	Ammo		21 Lonoke, AR	9/15/2004	ADD'L #813 ANVIL METAL INDEXER	0	0	0	USD
3003961	0	Ammo		21 Lonoke, AR	12/1/1993	ANVIL BLANKING PRESS #817 T	0	0	0	USD
3003961	1	Ammo		21 Lonoke, AR	6/15/2004	ADD'L #817 METAL INDEXER	0	0	0	USD
3003962	0	Ammo		21 Lonoke, AR	12/1/1993	CUPPING PRESS #811 CF 120391	0	0	0	USD
3003962	2	Ammo		21 Lonoke, AR	2/15/2004	ADD'L #811 CUPPING PRESS INDEXER	0	0	0	USD
3003962	3	Ammo		21 Lonoke, AR	3/15/2007	ADD'L #811 BLANK & CUP PRESS	0	0	0	USD
3003963	0	Ammo		21 Lonoke, AR	12/1/1993	CUPPING PRESS #815 120394	0	0	0	USD
3003963	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL-#815 PR CUP PRESS OSHA 120394	0	0	0	USD
3003963	2	Ammo		21 Lonoke, AR	10/15/2005	PR CUP METAL INDEXER	0	0	0	USD
3003963	3	Ammo		21 Lonoke, AR	2/15/2008	ADD'L PR CUPPING DIE SET #815	0	0	0	USD
3003965	0	Ammo		21 Lonoke, AR	12/1/1993	METAL STRAIGHTENER #WPBSPS15995 #820	0	0	0	USD
3003966	0	Ammo		21 Lonoke, AR	12/1/1993	METAL STRAIGHTENER HENRY & WRIGHT #821	0	0	0	USD
3003969	0	Ammo		21 Lonoke, AR	12/1/1993	1 2 TON HOIST & MONORAIL T	0	0	0	USD
3003969	1	Ammo		21 Lonoke, AR	2/15/2007	PRIMER BATTERY CUP HOIST	0	0	0	USD
3003971	0	Ammo		21 Lonoke, AR	12/1/1993	OIL STORAGE DISPENSER SYSTEM - PM	0	0	0	USD
3003972	1	Ammo		21 Lonoke, AR	1/15/1997	#590 ADJ HEIGHT CHARGING TABLE	0	0	0	USD
3003973	1	Ammo		21 Lonoke, AR	1/15/1997	#575 ADJ HEIGHT CHARGING TABLE	0	0	0	USD
3003974	1	Ammo		21 Lonoke, AR	1/15/1997	#580 ADJ HEIGHT CHARGING TABLE	0	0	0	USD
3003975	1	Ammo		21 Lonoke, AR	1/15/1997	#585 ADJ HEIGHT CHARGING TABLE	0	0	0	USD
3003980	0	Ammo		21 Lonoke, AR	12/1/1993	PM HOT WATER SYSTEM-CHARGING	0	0	0	USD
3003982	0	Ammo		21 Lonoke, AR	12/1/1993	ASSEMBLY PRESS Pistol	0	0	0	USD
3003982	2	Ammo		21 Lonoke, AR	5/15/2010	ADD'L 569 ASSEMBLY PRESS 101448	0	0	0	USD
3003983	0	Ammo		21 Lonoke, AR	12/1/1993	TAMP & FOIL PRESS Pistol	0	0	0	USD
3003983	2	Ammo		21 Lonoke, AR	2/15/2007	ADD'L UPGRADE #566	0	0	0	USD
3003984	0	Ammo		21 Lonoke, AR	12/1/1993	ASSEMBLY PRESS Rifle	0	0	0	USD
3003985	0	Ammo		21 Lonoke, AR	12/1/1993	ASSEMBLY PRESS Shotgun	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3003986	0	Ammo	21	Lonoke, AR	12/1/1993	ASSEMBLY PRESS Shotgun	0	0	0	USD
3003987	0	Ammo	21	Lonoke, AR	12/1/1993	TAMP & FOIL PRESS Shotgun	0	0	0	USD
3003988	2	Ammo	21	Lonoke, AR	2/15/2007	ADD'L UPGRADE #591	0	0	0	USD
3003989	2	Ammo	21	Lonoke, AR	2/15/2007	ADD'L UPGRADE #576	0	0	0	USD
3003991	0	Ammo	21	Lonoke, AR	12/1/1993	TAMP AND FOIL PRESS Shotgun	0	0	0	USD
3003991	4	Ammo	21	Lonoke, AR	8/15/2011	T&F #581 101448	0	0	0	USD
3003993	0	Ammo	21	Lonoke, AR	12/1/1993	ANVIL SEATING PRESS	0	0	0	USD
3003994	0	Ammo	21	Lonoke, AR	12/1/1993	SHOTSHELL UNPRIMED ANVIL ASSEMBLY PRESS	0	0	0	USD
3003995	0	Ammo	21	Lonoke, AR	12/1/1993	ANVIL BATTERY CUP ASSEMBLY UNIT	0	0	0	USD
3003997	0	Ammo	21	Lonoke, AR	12/1/1993	SS BATTERY CUP SHAKER	0	0	0	USD
3004000	0	Ammo	21	Lonoke, AR	12/1/1993	SS PRIMER CUP SHAKER	0	0	0	USD
3004001	0	Ammo	21	Lonoke, AR	12/1/1993	SS PRIMER CUP SHAKER	0	0	0	USD
3004002	0	Ammo	21	Lonoke, AR	12/1/1993	ANVIL SHAKER-PISTOL ADD'L COST	0	0	0	USD
3004003	0	Ammo	21	Lonoke, AR	12/1/1993	ANVIL SHAKER-RIFLE ADD'L COST	0	0	0	USD
3004004	0	Ammo	21	Lonoke, AR	12/1/1993	ANVIL SHAKER UNIT-ANVIL B.C. ASSB.	0	0	0	USD
3004005	0	Ammo	21	Lonoke, AR	12/1/1993	ANVIL SHAKER	0	0	0	USD
3004007	0	Ammo	21	Lonoke, AR	12/1/1993	SS COMP PRIMER RESEAT MCH #831 120475	0	0	0	USD
3004008	0	Ammo	21	Lonoke, AR	12/1/1993	PERCUSSION CAP PACKING	0	0	0	USD
3004008	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST - SS CON	0	0	0	USD
3004010	1	Ammo	21	Lonoke, AR	5/15/1997	ADDL-SCALE CONVERSION PRIMER MFG	0	0	0	USD
3004011	0	Ammo	21	Lonoke, AR	12/1/1993	PR MIX SST STORAGE SINK #713 120640	0	0	0	USD
3004012	0	Ammo	21	Lonoke, AR	12/1/1993	PR MIX SST STORAGE SINK #714 120640	0	0	0	USD
3004013	0	Ammo	21	Lonoke, AR	12/1/1993	PR MIX SST STORAGE SINK #715 120640	0	0	0	USD
3004014	0	Ammo	21	Lonoke, AR	12/1/1993	PR MIX SST STORAGE SINK #716 120640	0	0	0	USD
3004019	0	Ammo	21	Lonoke, AR	12/1/1993	DEMINERALIZE WATER SYSTEM	0	0	0	USD
3004020	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD NITRATE STORAGE TANK	0	0	0	USD
3004021	0	Ammo	21	Lonoke, AR	12/1/1993	LEAD NITRATE STORAGE TANK	0	0	0	USD
3004022	0	Ammo	21	Lonoke, AR	12/1/1993	MAGNESIUM STYPHNATE STORAGE TANK	0	0	0	USD
3004023	0	Ammo	21	Lonoke, AR	12/1/1993	MAGNESIUM STYPHNATE STORAGE TANK	0	0	0	USD
3004024	0	Ammo	21	Lonoke, AR	12/1/1993	POLNOL PRECIPITATION KETTLE	0	0	0	USD
3004025	0	Ammo	21	Lonoke, AR	12/1/1993	POLNOL PRECIPITATION KETTLE	0	0	0	USD
3004025	1	Ammo	21	Lonoke, AR	12/15/2005	ADD'L AIR MOTOR	0	0	0	USD
3004026	0	Ammo	21	Lonoke, AR	12/1/1993	SENSOL PRECIPITATION KETTLE	0	0	0	USD
3004026	1	Ammo	21	Lonoke, AR	12/15/2005	ADD'L AIR MOTOR	0	0	0	USD
3004027	0	Ammo	21	Lonoke, AR	12/1/1993	NITRATION KETTLE	0	0	0	USD
3004030	0	Ammo	21	Lonoke, AR	12/1/1993	ACID STORAGE TANK	0	0	0	USD
3004030	1	Ammo	21	Lonoke, AR	12/1/1993	ACID STORAGE TANK-REMOTE OPERATOR	0	0	0	USD
3004032	0	Ammo	21	Lonoke, AR	12/1/1993	SULFONATION TANK-AGB T	0	0	0	USD
3004035	0	Ammo	21	Lonoke, AR	12/1/1993	TYPE A-200 HOBART MIXER 836 Bldg 721	0	0	0	USD
3004035	1	Ammo	21	Lonoke, AR	12/1/1993	MIXER STAND U	0	0	0	USD
3004040	0	Ammo	21	Lonoke, AR	12/1/1993	NITRATION KETTLE	0	0	0	USD
3004042	0	Ammo	21	Lonoke, AR	12/1/1993	ACID UNLOADING PUMP	0	0	0	USD
3004043	0	Ammo	21	Lonoke, AR	12/1/1993	TRANSFER PUMP-AGB T	0	0	0	USD
3004045	0	Ammo	21	Lonoke, AR	12/1/1993	ROTO-CONE EXHAUST SYSTEM PREMIX	0	0	0	USD
3004047	0	Ammo	21	Lonoke, AR	12/1/1993	AIR CONDITIONING UNIT-3 TON	0	0	0	USD
3004048	0	Ammo	21	Lonoke, AR	12/1/1993	DILUGE/MIST/HUMIDITY SYS #719	0	0	0	USD
3004049	0	Ammo	21	Lonoke, AR	12/1/1993	DILUGE/MIST/HUMIDITY SYS #721	0	0	0	USD
3004050	0	Ammo	21	Lonoke, AR	12/1/1993	DILUGE/MIST/HUMIDITY SYS #723	0	0	0	USD
3004051	0	Ammo	21	Lonoke, AR	12/1/1993	DILUGE/MIST/HUMIDITY SYS #724	0	0	0	USD
3004057	0	Ammo	21	Lonoke, AR	12/1/1993	DUMBWAITER	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3004066	0	Ammo	21	Lonoke, AR	12/1/1993	LAB EXHAUST/VENT SYSTEM BLDG #610	0	0	0	USD
3004067	0	Ammo	21	Lonoke, AR	12/1/1993	PROCESS/SVC PIPING - LAB BLDG #610	0	0	0	USD
3004067	1	Ammo	21	Lonoke, AR	6/15/2008	ADD'L STORAGE TANKS	0	0	0	USD
3004068	0	Ammo	21	Lonoke, AR	12/1/1993	PROCESS/SVC PIPING - LAB BLDG #611	0	0	0	USD
3004069	0	Ammo	21	Lonoke, AR	12/1/1993	PROCESS DRAIN LINES R&D LAB	0	0	0	USD
3004070	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING-LAB BLDG #610	0	0	0	USD
3004071	0	Ammo	21	Lonoke, AR	12/1/1993	OUTSIDE ELECT FEED LINE BLDG #610	0	0	0	USD
3004072	0	Ammo	21	Lonoke, AR	12/1/1993	R&D LAB COMPLEX LIGHTNING PROTECTION	0	0	0	USD
3004076	0	Ammo	21	Lonoke, AR	12/1/1993	ISOPER OXYGEN BOMB CALORIMETER100058	0	0	0	USD
3004077	0	Ammo	21	Lonoke, AR	12/1/1993	WTR JET SIEVE WS1 SYSTEM #610 100058	0	0	0	USD
3004078	0	Ammo	21	Lonoke, AR	12/1/1993	MODUV3101 SPECTROPHOTOMETER #610 100058	0	0	0	USD
3004079	0	Ammo	21	Lonoke, AR	12/1/1993	MOD DSC50 DIFFER SCAN CALORIMETER 100058	0	0	0	USD
3004080	0	Ammo	21	Lonoke, AR	12/1/1993	MOD LFD1423 ROUND CHART RECORDER 100058	0	0	0	USD
3004081	0	Ammo	21	Lonoke, AR	12/1/1993	MOD16507 CHAN PROGRAMMER W/RECORDER 100058	0	0	0	USD
3004083	0	Ammo	21	Lonoke, AR	12/1/1993	PARTICLE SIZE ANALYZER #610 100058	0	0	0	USD
3004084	0	Ammo	21	Lonoke, AR	12/1/1993	MOD TGA50 THERMOGRAV ANALYZER 100058	0	0	0	USD
3004085	0	Ammo	21	Lonoke, AR	12/1/1993	MOD AEL 40SM SEMIMICRO BALANCE 100058	0	0	0	USD
3004086	0	Ammo	21	Lonoke, AR	12/1/1993	HI POWER COMPOUND MICROSCOPE 100058	0	0	0	USD
3004087	0	Ammo	21	Lonoke, AR	12/1/1993	UP5000 SONY COLOR VIDEO PRINTER 100058	0	0	0	USD
3004088	0	Ammo	21	Lonoke, AR	12/1/1993	COLOR TV CAMERA/MONITOR #610 100058	0	0	0	USD
3004212	0	Ammo	21	Lonoke, AR	12/1/1993	BODY FEEDER 20 GA ROTARY CAM O S S	0	0	0	USD
3004213	0	Ammo	21	Lonoke, AR	12/1/1993	BODY FEEDER 20 GA ROTARY CAM O S S	0	0	0	USD
3004214	0	Ammo	21	Lonoke, AR	12/1/1993	BODY FEEDER 20 GA ROTARY CAM O S S	0	0	0	USD
3004215	0	Ammo	21	Lonoke, AR	12/1/1993	UPPER DRUM ROTARY CAM 20 GA O S S	0	0	0	USD
3004216	0	Ammo	21	Lonoke, AR	12/1/1993	40 A BLANK & CUP DIE SET O S S	0	0	0	USD
3004216	1	Ammo	21	Lonoke, AR	12/1/1993	LOWER DRUM ROTARY CAM 12 GA O S S	0	0	0	USD
3004234	0	Ammo	21	Lonoke, AR	12/1/1993	HEAT SET DRUM-ROTARY CAM 20GA O S S	0	0	0	USD
3004235	0	Ammo	21	Lonoke, AR	12/1/1993	LOWER DRUM- ROTARY CAM- 12 GA O S S	0	0	0	USD
3004235	1	Ammo	21	Lonoke, AR	11/15/2008	REWORK 12GA DRUM	0	0	0	USD
3004237	0	Ammo	21	Lonoke, AR	12/1/1993	LOWER DRUM- ROTARY CAM- 12 GA O S S	0	0	0	USD
3004238	0	Ammo	21	Lonoke, AR	12/1/1993	LOWER DRUM-ROTARY CAM -12 GA O S S	0	0	0	USD
3004242	0	Ammo	21	Lonoke, AR	12/1/1993	HEAT SET DRUM-UPPER & LOWER 12 GA OSS	0	0	0	USD
3004248	0	Ammo	21	Lonoke, AR	12/1/1993	CF SHELL COLLATORS 100-1 120294 O S S	0	0	0	USD
3004249	0	Ammo	21	Lonoke, AR	12/1/1993	CF SHELL COLLATORS 100-1 120294 O S S	0	0	0	USD
3004250	0	Ammo	21	Lonoke, AR	12/1/1993	CF SHELL COLLATORS 100-1 120294 O S S	0	0	0	USD
3004251	0	Ammo	21	Lonoke, AR	12/1/1993	CF SHELL COLLATORS 100-1 120294 O S S	0	0	0	USD
3004253	0	Ammo	21	Lonoke, AR	12/1/1993	BLANK&FORM ANVIL DIE SET 10 STA O S S	0	0	0	USD
3004254	0	Ammo	21	Lonoke, AR	12/1/1993	BLISS CAP PR DIE SET -12 TGT 120305 O S S	0	0	0	USD
3004261	0	Ammo	21	Lonoke, AR	12/1/1993	SCRAP CHOPPER FOR #227 O S S	0	0	0	USD
3004263	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET COLLATORS BRU1 (6) #239 O S S	0	0	0	USD
3004265	0	Ammo	21	Lonoke, AR	12/1/1993	COLLATORS-11 CF SHELL 120329 O S S	0	0	0	USD
3004270	0	Ammo	21	Lonoke, AR	12/1/1993	CF COLLATORS-2 OP SV SP 120287	0	0	0	USD
3004276	0	Ammo	21	Lonoke, AR	12/1/1993	CIRCUIT BREAKERS 600 AMP-3	0	0	0	USD
3004276	1	Ammo	21	Lonoke, AR	9/15/2006	RETROFIT CIRCUIT BREAKER	0	0	0	USD
3004277	0	Ammo	21	Lonoke, AR	12/1/1993	AIR CONDITIONING DUCT - NITRATION BLDG.	0	0	0	USD
3004278	0	Ammo	21	Lonoke, AR	12/1/1993	DROWNING TANKS EXHAUST DUCT-NITRATION B	0	0	0	USD
3004279	0	Ammo	21	Lonoke, AR	12/1/1993	KETTLE EXHAUST DUCT - BLDG. 712	0	0	0	USD
3004280	0	Ammo	21	Lonoke, AR	12/1/1993	AIR CONDITIONING DUCT FOR BLDG. 709	0	0	0	USD
3004281	0	Ammo	21	Lonoke, AR	12/1/1993	DUCTWORK FOR BLDG. 100	0	0	0	USD
3004282	0	Ammo	21	Lonoke, AR	12/1/1993	PARTWASH EXHAUST DUCT	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3004283	1	Ammo		21 Lonoke, AR	10/15/2006	ADD'L DUCTWORK 2ND FLOOR RESTROOM	0	0	0	USD
3004286	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING FOR BLDG. 712	0	0	0	USD
3004286	1	Ammo		21 Lonoke, AR	12/15/2001	ADD'L WATER FILTER	0	0	0	USD
3004287	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING FOR BLDG. 709	0	0	0	USD
3004287	1	Ammo		21 Lonoke, AR	10/15/1994	MODIFY PROCESS PIPE 709 2" 2256	0	0	0	USD
3004288	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING - POWDER POURING	0	0	0	USD
3004289	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING - SHOTSHELL	0	0	0	USD
3004290	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING - SHOTSHELL	0	0	0	USD
3004290	1	Ammo		21 Lonoke, AR	5/15/1996	ADDL-PROCESS WATER VALVE	0	0	0	USD
3004291	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING - SHOT TOWER	0	0	0	USD
3004292	0	Ammo		21 Lonoke, AR	12/1/1993	H&V PIPING - SHOT TOWER	0	0	0	USD
3004293	0	Ammo		21 Lonoke, AR	12/1/1993	SERVICE PIPING - CENTERFIRE	0	0	0	USD
3004293	1	Ammo		21 Lonoke, AR	12/1/1993	CF RESTROOM PLUMBING	0	0	0	USD
3004294	0	Ammo		21 Lonoke, AR	12/1/1993	H & V PIPING - CENTERFIRE	0	0	0	USD
3004295	0	Ammo		21 Lonoke, AR	12/1/1993	H & V PIPING - SHOT SHELL	0	0	0	USD
3004296	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING - NITRATION	0	0	0	USD
3004296	1	Ammo		21 Lonoke, AR	12/15/2001	ADD'L WATER FILTER	0	0	0	USD
3004297	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING FOR BLDG. 200	0	0	0	USD
3004298	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING FOR BLDG.100	0	0	0	USD
3004299	1	Ammo		21 Lonoke, AR	8/15/1994	ADDL-OVERHEAD PLASTIC PIPE 2231	0	0	0	USD
3004299	2	Ammo		21 Lonoke, AR	12/1/1993	ADDL. COST-ACID SEWERLINE 120308	0	0	0	USD
3004299	3	Ammo		21 Lonoke, AR	12/1/1993	OLD BULT WASH DRAIN LINE (FBV1201)2231	0	0	0	USD
3004299	4	Ammo		21 Lonoke, AR	9/15/2004	ADD'L #728 WASH UNIT DRAIN LINES	0	0	0	USD
3004300	0	Ammo		21 Lonoke, AR	12/1/1993	NEUTRALIZATION PIPING (FBV4578)	0	0	0	USD
3004301	0	Ammo		21 Lonoke, AR	12/1/1993	NEUTRALIZATION PIPING (FBV9007)	0	0	0	USD
3004302	0	Ammo		21 Lonoke, AR	12/1/1993	NEUTRALIZATION PIPING (FBV5380)	0	0	0	USD
3004303	0	Ammo		21 Lonoke, AR	12/1/1993	NEUTRALIZATION PIPING	0	0	0	USD
3004304	0	Ammo		21 Lonoke, AR	12/1/1993	PIPING FOR CARBONATE REMOVAL	0	0	0	USD
3004305	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING WST. TRT.	0	0	0	USD
3004306	0	Ammo		21 Lonoke, AR	12/1/1993	CYANIDE DRAIN LINE (FBV2969)	0	0	0	USD
3004307	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING C.F. PLTG	0	0	0	USD
3004308	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS PIPING BLDG #301 110076	0	0	0	USD
3004309	0	Ammo		21 Lonoke, AR	12/1/1993	DOMESTIC PIPING BLDG #301 110076	0	0	0	USD
3004309	1	Ammo		21 Lonoke, AR	12/1/1993	STEAM WTR HEAT EXCHANGER-RF DOMEST	0	0	0	USD
3004310	0	Ammo		21 Lonoke, AR	12/1/1993	SANITARY SEWER LINE BLDG #301 110076	0	0	0	USD
3004311	0	Ammo		21 Lonoke, AR	12/1/1993	PROCESS SEWER LINE BLDG #301 110076	0	0	0	USD
3004312	0	Ammo		21 Lonoke, AR	12/1/1993	STORM SEWER LINE BLDG #301 110076	0	0	0	USD
3004313	0	Ammo		21 Lonoke, AR	12/1/1993	ADDL SERVICE PIPING BLDG #200-SS CON	0	0	0	USD
3004314	0	Ammo		21 Lonoke, AR	12/1/1993	MOD NC WATER DISCHARGE-ENVIRON 120623	0	0	0	USD
3004315	0	Ammo		21 Lonoke, AR	12/1/1993	SERVICE PIPING BLDG #723	0	0	0	USD
3004316	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING FOR NITRATION BLDG.	0	0	0	USD
3004317	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING FOR POLNOL STORAGE BLDGS.	0	0	0	USD
3004318	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 719	0	0	0	USD
3004319	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 721	0	0	0	USD
3004320	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 724	0	0	0	USD
3004321	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 720	0	0	0	USD
3004322	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 717	0	0	0	USD
3004323	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 709	0	0	0	USD
3004324	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING - POWDER POURING	0	0	0	USD
3004325	0	Ammo		21 Lonoke, AR	12/1/1993	POWER WIRING - POST POUR STORAGE	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3004326	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING - POWDER BLENDING	0	0	0	USD
3004327	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING - SHOT TOWER	0	0	0	USD
3004328	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING - CENTERFIRE	0	0	0	USD
3004328	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-POWER WIRING CENTER FIRE	0	0	0	USD
3004328	2	Ammo	21	Lonoke, AR	12/1/1993	CENTER FIRE - MRP WIRING	0	0	0	USD
3004329	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING - SHOT SHELL	0	0	0	USD
3004330	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING - SHOTSHELL	0	0	0	USD
3004331	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING - SHOTSHELL	0	0	0	USD
3004332	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING - SHOTSHELL	0	0	0	USD
3004333	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 702	0	0	0	USD
3004334	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 703	0	0	0	USD
3004335	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 704	0	0	0	USD
3004336	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 705	0	0	0	USD
3004337	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 701	0	0	0	USD
3004338	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 100	0	0	0	USD
3004339	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 709	0	0	0	USD
3004340	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 712	0	0	0	USD
3004341	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG. 100	0	0	0	USD
3004342	0	Ammo	21	Lonoke, AR	12/1/1993	PROCESS WIRING FOR BLDG. 100	0	0	0	USD
3004343	0	Ammo	21	Lonoke, AR	12/1/1993	ADD'L POWER LINE-MAGAZINE #807 U	0	0	0	USD
3004344	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING SYSTEM RF BLDG 301 110076	0	0	0	USD
3004345	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL POWER WIRING BLDG #200-SS CON	0	0	0	USD
3004346	0	Ammo	21	Lonoke, AR	12/1/1993	POWER WIRING FOR BLDG 712	0	0	0	USD
3004348	0	Ammo	21	Lonoke, AR	12/1/1993	INSTRUMENTATION - SHOTSHELL	0	0	0	USD
3004349	0	Ammo	21	Lonoke, AR	12/1/1993	INSTRUMENTATION FOR BLDG. 100	0	0	0	USD
3004350	0	Ammo	21	Lonoke, AR	12/1/1993	INSTRUMENTATION FOR BLDG. 709	0	0	0	USD
3004351	0	Ammo	21	Lonoke, AR	12/1/1993	INSTRUMENTATION FOR BLDG. 200	0	0	0	USD
3004352	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM - NITRATION	0	0	0	USD
3004353	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM - BLDG. 712	0	0	0	USD
3004354	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM FOR BLDG. 70	0	0	0	USD
3004355	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM FOR BLDG. 70	0	0	0	USD
3004356	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM FOR BLDG. 70	0	0	0	USD
3004357	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM FOR BLDG. 70	0	0	0	USD
3004358	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM FOR BLDG. 70	0	0	0	USD
3004359	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM	0	0	0	USD
3004360	0	Ammo	21	Lonoke, AR	12/1/1993	TEMPERATURE CONTROL SYSTEM - CF CASE MA	0	0	0	USD
3004361	0	Ammo	21	Lonoke, AR	12/1/1993	OUTSIDE STEAM LINES W SUPPORT BLDG #733	0	0	0	USD
3004362	0	Ammo	21	Lonoke, AR	12/1/1993	OUTSIDE STEAM LINES W SUPPORT BLDG #734	0	0	0	USD
3004363	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #5-3	0	0	0	USD
3004364	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #5-5	0	0	0	USD
3004365	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #5-4	0	0	0	USD
3004366	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #4-4	0	0	0	USD
3004367	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #4-3	0	0	0	USD
3004368	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #4-2	0	0	0	USD
3004369	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #3-2	0	0	0	USD
3004370	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #9-1	0	0	0	USD
3004371	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL # 2 - 5	0	0	0	USD
3004372	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL # 2 - 3	0	0	0	USD
3004373	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL # 2 - 2	0	0	0	USD
3004374	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL # 2 - 1	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3004375	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL # 7 - 1 - 1	0	0	0	USD
3004376	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL # 1 - 5	0	0	0	USD
3004377	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL # 1 - 3	0	0	0	USD
3004378	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL # 1 - 2	0	0	0	USD
3004379	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #9-6-1	0	0	0	USD
3004380	0	Ammo	21	Lonoke, AR	12/1/1993	POWER DISTRIBUTION PANEL #2-6	0	0	0	USD
3004381	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #5-3 AL	0	0	0	USD
3004382	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #5-5 AL	0	0	0	USD
3004383	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #5-4 AL	0	0	0	USD
3004384	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #4-3 AL	0	0	0	USD
3004385	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #4-2 AL	0	0	0	USD
3004386	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #3-3 AL	0	0	0	USD
3004387	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #9-4	0	0	0	USD
3004388	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER # 2 - 6	0	0	0	USD
3004389	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #1 - 3	0	0	0	USD
3004390	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #9-6-2	0	0	0	USD
3004391	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #1-2	0	0	0	USD
3004392	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #3-2 AL	0	0	0	USD
3004393	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER #9-6-1	0	0	0	USD
3004394	0	Ammo	21	Lonoke, AR	12/1/1993	MOTOR CONTROL CENTER # 1 - 7	0	0	0	USD
3004395	0	Ammo	21	Lonoke, AR	12/1/1993	1280 GALLON SEPTIC TANK 05	0	0	0	USD
3004396	0	Ammo	21	Lonoke, AR	12/1/1993	HEATING SYSTEM BLDG #733 SER #76L08000	0	0	0	USD
3004397	0	Ammo	21	Lonoke, AR	12/1/1993	HEATING SYSTEM BLDG. #734 SER. #K76L079	0	0	0	USD
3004398	0	Ammo	21	Lonoke, AR	12/1/1993	HEATER-MAGAZINE #807 T	0	0	0	USD
3004399	0	Ammo	21	Lonoke, AR	12/1/1993	UNIT HEATERS - BLDG 301 110076	0	0	0	USD
3004400	0	Ammo	21	Lonoke, AR	12/1/1993	UNIT HEATERS - BLDG 302 110076	0	0	0	USD
3004401	0	Ammo	21	Lonoke, AR	12/1/1993	UNIT HEATERS - BLDG 303 110076	0	0	0	USD
3004402	0	Ammo	21	Lonoke, AR	12/1/1993	ROOF VENTILATOR	0	0	0	USD
3004403	0	Ammo	21	Lonoke, AR	12/1/1993	CF LEAD DUST VENTILATION SYS	0	0	0	USD
3004404	0	Ammo	21	Lonoke, AR	12/1/1993	BARREL HOOD EXHAUST FAN & 2 HP MOTOR	0	0	0	USD
3004405	0	Ammo	21	Lonoke, AR	12/1/1993	EXTRUDER EXHAUST FAN & 2 HP MOTOR	0	0	0	USD
3004406	0	Ammo	21	Lonoke, AR	12/1/1993	LASER UNIT EXHAUST SYSTEM	0	0	0	USD
3004407	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-EXHAUST FANS VENT STACKS 12024	0	0	0	USD
3004408	0	Ammo	21	Lonoke, AR	12/1/1993	BLDG #301 BREAD/B'RM VENT EXH SYS 110076	0	0	0	USD
3004409	0	Ammo	21	Lonoke, AR	12/1/1993	CF BULLET AREA AIR CONDITIONER	0	0	0	USD
3004410	0	Ammo	21	Lonoke, AR	12/1/1993	CF CASE AREA AIR CONDITIONER	0	0	0	USD
3004411	0	Ammo	21	Lonoke, AR	12/1/1993	CF CASE AREA AIR CONDITIONER	0	0	0	USD
3004412	0	Ammo	21	Lonoke, AR	12/1/1993	CF CASE AREA AIR CONDITIONER	0	0	0	USD
3004413	0	Ammo	21	Lonoke, AR	12/1/1993	CF LOAD AND PRIMER AREA AIR CONDITIONER	0	0	0	USD
3004414	0	Ammo	21	Lonoke, AR	12/1/1993	CF LOAD AREA AIR CONDITIONER	0	0	0	USD
3004415	0	Ammo	21	Lonoke, AR	12/1/1993	CF PACK AREA AIR CONDITIONER	0	0	0	USD
3004416	0	Ammo	21	Lonoke, AR	12/1/1993	CF EAST OFFICES AIR CONDITIONER	0	0	0	USD
3004417	0	Ammo	21	Lonoke, AR	12/1/1993	CF WEST OFFICES AIR CONDITIONER	0	0	0	USD
3004420	0	Ammo	21	Lonoke, AR	12/1/1993	CF CASE MAKE-UP AREA HEATING AND VENTIL	0	0	0	USD
3004421	0	Ammo	21	Lonoke, AR	12/1/1993	CF PACK AREA HEATING AND VENTILATION UN	0	0	0	USD
3004422	0	Ammo	21	Lonoke, AR	12/1/1993	CF PRIMER AREA HEATING AND VENTILATION	0	0	0	USD
3004423	0	Ammo	21	Lonoke, AR	12/1/1993	CF CASE AREA HEATING AND VENTILATION UN	0	0	0	USD
3004424	0	Ammo	21	Lonoke, AR	12/1/1993	CF BULLET AREA HEATING AND VENTILATION	0	0	0	USD
3004425	0	Ammo	21	Lonoke, AR	12/1/1993	CF MISC STORAGE HEATING AND VENTILATION	0	0	0	USD
3004425	1	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-H&V UNITS	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3004426	0	Ammo		21 Lonoke, AR	12/1/1993	CF METAL STORAGE HEATING AND VENTILATIO	0	0	0	USD
3004427	0	Ammo		21 Lonoke, AR	12/1/1993	CF CASE AREA HEATING AND VENTILATION UN	0	0	0	USD
3004428	0	Ammo		21 Lonoke, AR	12/1/1993	PRIMER MFG AIR CONDITIONER	0	0	0	USD
3004429	0	Ammo		21 Lonoke, AR	12/1/1993	PRIMER MFG HEATING & VENTILATION AREA	0	0	0	USD
3004430	0	Ammo		21 Lonoke, AR	12/1/1993	PRIMER MFG HEATING & VENTILATION UNIT	0	0	0	USD
3004431	0	Ammo		21 Lonoke, AR	12/1/1993	SS BODIES AND CAP STORAGE AREA AIR COND	0	0	0	USD
3004432	0	Ammo		21 Lonoke, AR	12/1/1993	SS LOAD AND PACK AREA AIR CONDITIONER	0	0	0	USD
3004433	0	Ammo		21 Lonoke, AR	12/1/1993	SS CONTAINER STORAGE AIR CONDITIONER	0	0	0	USD
3004434	0	Ammo		21 Lonoke, AR	12/1/1993	SS INJECTION MOLDING AREA AIR CONDITIO	0	0	0	USD
3004434	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST MULTI ZONE CONTROL SYSTEM	0	0	0	USD
3004435	0	Ammo		21 Lonoke, AR	12/1/1993	SS THIRD FLOOR STORAGE AREA AIR CONDITI	0	0	0	USD
3004435	1	Ammo		21 Lonoke, AR	12/1/1993	REBUILD #558 AIR CONDITIONING UNIT SS 110086	0	0	0	USD
3004436	0	Ammo		21 Lonoke, AR	12/1/1993	SS BLENDING AREA AIR-CONDITIONER #C	0	0	0	USD
3004437	0	Ammo		21 Lonoke, AR	12/1/1993	SS MAINTENANCE AREA AIR CONDITIONER	0	0	0	USD
3004438	0	Ammo		21 Lonoke, AR	12/1/1993	SS LOCKER ROOM AND OFFICE AREA AIR COND	0	0	0	USD
3004439	0	Ammo		21 Lonoke, AR	12/1/1993	SS HEADS AREA AIR CONDITIONER #C	0	0	0	USD
3004440	0	Ammo		21 Lonoke, AR	12/1/1993	SS MILITARY PACK AND OFFICE AREA AIR CO	0	0	0	USD
3004441	0	Ammo		21 Lonoke, AR	12/1/1993	PACKAGE AIR CONDITIONING UNIT BLDG 705	0	0	0	USD
3004442	0	Ammo		21 Lonoke, AR	12/1/1993	PACKAGE AIR CONDITIONING UNIT BLDG 704	0	0	0	USD
3004443	0	Ammo		21 Lonoke, AR	12/1/1993	PACKAGE AIR CONDITIONING UNIT BLDG 703	0	0	0	USD
3004444	0	Ammo		21 Lonoke, AR	12/1/1993	PACKAGE AIR CONDITIONING UNIT BLDG 702	0	0	0	USD
3004446	0	Ammo		21 Lonoke, AR	12/1/1993	NITRATION AIR CONDITIONER	0	0	0	USD
3004447	0	Ammo		21 Lonoke, AR	12/1/1993	SS BODIES AREA AIR CONDITIONER #C	0	0	0	USD
3004448	0	Ammo		21 Lonoke, AR	12/1/1993	PACKAGE DEHUMIDIFIER BLDG 717	0	0	0	USD
3004449	0	Ammo		21 Lonoke, AR	12/1/1993	HUMIDITY STABILIZER BLDG 705	0	0	0	USD
3004450	0	Ammo		21 Lonoke, AR	12/1/1993	ROOF HEATING & AIR CONDITIONING UNITS BLDG 709	0	0	0	USD
3004451	0	Ammo		21 Lonoke, AR	12/1/1993	SS PLATING AREA HEATING AND VENTILATION	0	0	0	USD
3004451	1	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST-H&V UNITS	0	0	0	USD
3004453	0	Ammo		21 Lonoke, AR	12/1/1993	SS REFRIGERATION ROOM HEATING AND VENTI	0	0	0	USD
3004454	1	Ammo		21 Lonoke, AR	12/1/1993	ADDL-STEAM COIL 110076	0	0	0	USD
3004458	0	Ammo		21 Lonoke, AR	12/1/1993	HVAC PRIMER PACK BLD #709-SS CON	0	0	0	USD
3004461	0	Ammo		21 Lonoke, AR	12/1/1993	SCRAP METAL CONTAIN-PROTECTION	0	0	0	USD
3004462	0	Ammo		21 Lonoke, AR	12/1/1993	A/C CLEANING SYS-RF 120541	0	0	0	USD
3004852	0	Ammo		21 Lonoke, AR	12/1/1993	#155/156 #62 DRAW PINCH CUTOFF 120540 #155/157	0	0	0	USD
3004852	1	Ammo		21 Lonoke, AR	8/15/2003	ADD'L #155/156 BLISS PRESS #155/157	0	0	0	USD
3004853	0	Ammo		21 Lonoke, AR	12/1/1993	#163-166 #62 DRAW PINCH CUTOFF 120540 #163/165	0	0	0	USD
3004853	1	Ammo		21 Lonoke, AR	8/15/2004	ADD'L 165/166 BLISS DUPLEX PRESS #163/165	0	0	0	USD
3004854	0	Ammo		21 Lonoke, AR	12/1/1993	#167 #62 DRAW PINCH CUTOFF 120540	0	0	0	USD
3004855	0	Ammo		21 Lonoke, AR	12/1/1993	#304 BLISS DRAW PRESS & ADDITIONAL COST #179	0	0	0	USD
3004855	1	Ammo		21 Lonoke, AR	3/15/2004	ADD'L #179 CHANNEL FEED	0	0	0	USD
3004856	0	Ammo		21 Lonoke, AR	12/1/1993	#88 162 BLISS TAPER PRESS	0	0	0	USD
3004857	0	Ammo		21 Lonoke, AR	12/1/1993	#92 62 BLISS TAPER PRESS & ADDL COST	0	0	0	USD
3004857	3	Ammo		21 Lonoke, AR	7/15/2010	ADD'L FEED SYSTEM #92 101636	0	0	0	USD
3004858	0	Ammo		21 Lonoke, AR	12/1/1993	#89 162 BLISS TAPER PRESS & ADDL COST 120330	0	0	0	USD
3004859	0	Ammo		21 Lonoke, AR	12/1/1993	#94 162 BLISS TAPER PRESS & ADDL COST 120330	0	0	0	USD
3004859	2	Ammo		21 Lonoke, AR	7/15/2010	ADD'L FEED SYSTEM #94 101636	0	0	0	USD
3004860	0	Ammo		21 Lonoke, AR	12/1/1993	#93 162 BLISS TAPER PRESS & ADDL COST 120330	0	0	0	USD
3004860	3	Ammo		21 Lonoke, AR	7/15/2010	ADD'L FEED SYSTEM #93 101636	0	0	0	USD
3004861	0	Ammo		21 Lonoke, AR	12/1/1993	#90 162 BLISS TAPER PRESS & ADDL COST 120330	0	0	0	USD
3004862	0	Ammo		21 Lonoke, AR	12/1/1993	#83 162 BLISS TAPER PRRESS & ADDL COST 120330	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3004863	0	Ammo	21	Lonoke, AR	12/1/1993	#84 162 BLISS TAPRE PRESS/TAPER TRIM 120246	0	0	0	USD
3004864	0	Ammo	21	Lonoke, AR	12/1/1993	#86 162 BLISS TAPER PRESS/TAPER TRIM 120330	0	0	0	USD
3004864	1	Ammo	21	Lonoke, AR	1/15/2006	REBUILD TAPER PRESS #86	0	0	0	USD
3004865	0	Ammo	21	Lonoke, AR	12/1/1993	#87 162 BLISS TAPER PRESS & TAPER TRIM 120330	0	0	0	USD
3004866	0	Ammo	21	Lonoke, AR	12/1/1993	#91 162 BLISS TAPER PRESS & TAPER TRIM 120330	0	0	0	USD
3004866	2	Ammo	21	Lonoke, AR	7/15/2010	ADD'L FEED SYSTEM #91 101636	0	0	0	USD
3004868	0	Ammo	21	Lonoke, AR	12/1/1993	#85 162 BLISS TAPER PRESS & TAPER TRIM 120330	0	0	0	USD
3004869	0	Ammo	21	Lonoke, AR	12/1/1993	#147 #4 BLISS HEADER	0	0	0	USD
3004870	0	Ammo	21	Lonoke, AR	12/1/1993	#134 #4 BLISS HEADER	0	0	0	USD
3004870	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - REBUILD 134 HEADER	0	0	0	USD
3004870	2	Ammo	21	Lonoke, AR	6/15/1999	ADD'L MAGNUM FEEDER #134	0	0	0	USD
3004870	3	Ammo	21	Lonoke, AR	4/15/2000	ADD'L INSTALL FEED #134	0	0	0	USD
3004871	0	Ammo	21	Lonoke, AR	12/1/1993	#135 #4 BLISS HEADER	0	0	0	USD
3004873	0	Ammo	21	Lonoke, AR	12/1/1993	Conveyor, 8ga SLUG SWAGER & FEED	0	0	0	USD
3004874	0	Ammo	21	Lonoke, AR	12/1/1993	SWAGER, RIFLE SLUG -12 GA DUPLEX	0	0	0	USD
3004874	1	Ammo	21	Lonoke, AR	12/1/1993	SWAGER, RIFLE SLUG -12 GA DUPLEX Add'l Cost	0	0	0	USD
3004875	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON DIAL BULLET ASSEMBLY #332	0	0	0	USD
3004875	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST MODERN -BULLET ASSY U	0	0	0	USD
3004876	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON DIAL BULLET ASSY#YR37296A4 #334	0	0	0	USD
3004876	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST MODERN -BULLET ASSY U	0	0	0	USD
3004877	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON DIAL BULLET ASSEMBLY #335	0	0	0	USD
3004877	1	Ammo	21	Lonoke, AR	8/15/2004	ADD'L #335 BLT ASSEMBLY PRESS	0	0	0	USD
3004878	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON DIAL BULLET ASSEMBLY #331	0	0	0	USD
3004878	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST MODERN -BULLET ASSY U	0	0	0	USD
3004879	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON DIAL BULLET ASSEMBLY #349	0	0	0	USD
3004879	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST MODERN -BULLET ASSY U	0	0	0	USD
3004880	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON DIAL BULLET ASSEMBLER	0	0	0	USD
3004880	2	Ammo	21	Lonoke, AR	5/15/1996	ADDL-#324 VIBRATORY FEED HOPPER	0	0	0	USD
3004881	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON DIAL BULLET REFINISHING #333	0	0	0	USD
3004881	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST MODERN -BULLET ASSY U	0	0	0	USD
3004883	0	Ammo	21	Lonoke, AR	12/1/1993	Table, Buckshot Sorting	0	0	0	USD
3004884	0	Ammo	21	Lonoke, AR	12/1/1993	#37P REMINGTON DIAL PRIMER PRESS & VIB FEED	0	0	0	USD
3004884	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS REM#37P 120570	0	0	0	USD
3004884	2	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #37P PRIMER BARRICADE	0	0	0	USD
3004885	0	Ammo	21	Lonoke, AR	12/1/1993	#52P REMINGTON DIAL PRIMER PR & FEEDER/BARRICADE	0	0	0	USD
3004885	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS REM#52P 120570	0	0	0	USD
3004885	2	Ammo	21	Lonoke, AR	12/1/1993	INS FEEDER & BARRICADE-52-12253 #52P	0	0	0	USD
3004885	4	Ammo	21	Lonoke, AR	1/15/2002	ADD'L #52P PRIMING PRESS	0	0	0	USD
3004886	0	Ammo	21	Lonoke, AR	12/1/1993	#51P REMINGTON DIAL PRIMER PRESS & VIB FEED	0	0	0	USD
3004886	1	Ammo	21	Lonoke, AR	3/15/1994	ADDL-PRIMER DETECT SYS REM#51P 120570	0	0	0	USD
3004886	2	Ammo	21	Lonoke, AR	9/15/1999	REB PRIMING MACHINE 100649 #51P	0	0	0	USD
3004887	0	Ammo	21	Lonoke, AR	12/1/1993	#53P REMINGTON DIAL PRIMER PR & FEEDER/BARRICADE	0	0	0	USD
3004887	2	Ammo	21	Lonoke, AR	12/1/1993	INS FEEDER & BARRICADE-52-12253 #53P	0	0	0	USD
3004887	3	Ammo	21	Lonoke, AR	9/15/1999	REB PRIMING MACHINE 100649 #53P	0	0	0	USD
3004888	0	Ammo	21	Lonoke, AR	12/1/1993	#44P REMINGTON DIAL PRIMER PRESS & VIB FEED	0	0	0	USD
3004888	2	Ammo	21	Lonoke, AR	9/15/2004	ADD'L #44P PRIMING MACHINE	0	0	0	USD
3004891	0	Ammo	21	Lonoke, AR	12/1/1993	NIAGARA HALF-HEAD 8 GA	0	0	0	USD
3004891	1	Ammo	21	Lonoke, AR	12/1/1993	REB & MOD NIAGARA PRESS U	0	0	0	USD
3004891	2	Ammo	21	Lonoke, AR	4/15/2001	REB NIAGARA H/H	0	0	0	USD
3004892	0	Ammo	21	Lonoke, AR	12/1/1993	#501 PETERS LOADER 28 GA & DETECT SYS 120348	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3004892	2	Ammo		21 Lonoke, AR	12/15/1997	ADD'L CONVEYOR	0	0	0	USD
3004892	3	Ammo		21 Lonoke, AR	9/15/2001	UPGRADE CONTROLS	0	0	0	USD
3004892	4	Ammo		21 Lonoke, AR	10/15/2001	ADD'L 501 INDEXER	0	0	0	USD
3004892	5	Ammo		21 Lonoke, AR	6/15/2003	ADD'L 28GA WAD BOWL FEEDER	0	0	0	USD
3004892	6	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3004893	0	Ammo		21 Lonoke, AR	12/1/1993	PETERS LOADING MACHINE #523	0	0	0	USD
3004894	0	Ammo		21 Lonoke, AR	12/1/1993	SIMPLEX LOADER-#528 12 RS GA	0	0	0	USD
3004894	1	Ammo		21 Lonoke, AR	11/15/1994	ADD-#528 PROTO STL SHOT CHARGER 2915	0	0	0	USD
3004894	4	Ammo		21 Lonoke, AR	12/1/1993	ADDL COST-STEEL WAD FR DOBWL #528 120219	0	0	0	USD
3004894	5	Ammo		21 Lonoke, AR	12/1/1993	MOD SHOT CHARGER 10GA #528 120372	0	0	0	USD
3004894	7	Ammo		21 Lonoke, AR	9/15/1995	ADDL - #528 GLUE/CRIMP/STEEL SHOT	0	0	0	USD
3004894	8	Ammo		21 Lonoke, AR	2/15/2003	ADD'L TOP WAD UNIT	0	0	0	USD
3004895	0	Ammo		21 Lonoke, AR	12/1/1993	#625 5 ROUND PACKER & CARTON SEALER/CODER	0	0	0	USD
3004895	1	Ammo		21 Lonoke, AR	6/14/1995	ADDL - INSTALLATION #625	0	0	0	USD
3004895	2	Ammo		21 Lonoke, AR	3/15/2008	ADD'L ALTERNATOR #625	0	0	0	USD
3004895	3	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3004898	0	Ammo		21 Lonoke, AR	12/1/1993	SLUG TUMBLING BARREL #1310 PEEN PLATER	0	0	0	USD
3004898	1	Ammo		21 Lonoke, AR	3/15/2000	ADD'L REB #1310 100700	0	0	0	USD
3004898	2	Ammo		21 Lonoke, AR	3/15/2005	ADD'L PEEN PLATER FRAME	0	0	0	USD
3004899	0	Ammo		21 Lonoke, AR	12/1/1993	LEAD SLUG TUMBLING BARREL	0	0	0	USD
3004900	0	Ammo		21 Lonoke, AR	12/1/1993	LEAD SLUG TUMBLING BARREL	0	0	0	USD
3004900	1	Ammo		21 Lonoke, AR	2/1/1996	ADDL-OVERHAUL 1307 SLUG TUMBLE BARREL	0	0	0	USD
3004901	0	Ammo		21 Lonoke, AR	12/1/1993	22 CAL SLUG FORM MACHINE 1300	0	0	0	USD
3004902	0	Ammo		21 Lonoke, AR	12/1/1993	22 CAL SLUG FORMING MACHINE 1301	0	0	0	USD
3004903	0	Ammo		21 Lonoke, AR	12/1/1993	22 CAL SLUG FORMING MACHINE 1302	0	0	0	USD
3004904	0	Ammo		21 Lonoke, AR	12/1/1993	22 CAL SLUG FORMING MACHINE 1303	0	0	0	USD
3004905	0	Ammo		21 Lonoke, AR	12/1/1993	22 CAL SLUG FORMING MACHINE 1304	0	0	0	USD
3004906	0	Ammo		21 Lonoke, AR	12/1/1993	22 CAL SLUG FORMING MACHINE 1305	0	0	0	USD
3004907	0	Ammo		21 Lonoke, AR	12/1/1993	#1131 RF PRIMING MACHINE	0	0	0	USD
3004907	1	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1123 101810	0	0	0	USD
3004908	0	Ammo		21 Lonoke, AR	12/1/1993	#1125 SEMI AUTO RF PRIMING MACHINE	0	0	0	USD
3004908	1	Ammo		21 Lonoke, AR	12/1/1993	ADD-RPL DR MOTOR/CONTROL #1125 120605	0	0	0	USD
3004908	2	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1125 101810	0	0	0	USD
3004909	0	Ammo		21 Lonoke, AR	12/1/1993	#1128 SEMI AUTO RF PRIMING MACHINE	0	0	0	USD
3004909	1	Ammo		21 Lonoke, AR	12/1/1993	MOD CONTROL SYS #1129 120523	0	0	0	USD
3004909	2	Ammo		21 Lonoke, AR	12/1/1993	ADD-RPL DR MOTOR/CONTROL #1128 120605	0	0	0	USD
3004909	3	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1128 101810	0	0	0	USD
3004910	0	Ammo		21 Lonoke, AR	12/1/1993	#1132 SEMI AUTO RF PRIMING MACHINE	0	0	0	USD
3004910	1	Ammo		21 Lonoke, AR	12/1/1993	MOD CONTROL SYS #1134 120523	0	0	0	USD
3004910	2	Ammo		21 Lonoke, AR	12/1/1993	ADD-RPL DR MOTOR & CONTROL #1132 120506	0	0	0	USD
3004910	3	Ammo		21 Lonoke, AR	7/15/2013	PELLET MONITORING SYS #1132 101810	0	0	0	USD
3004912	0	Ammo		21 Lonoke, AR	12/1/1993	VIBRATORY FEEDER	0	0	0	USD
3004912	1	Ammo		21 Lonoke, AR	12/1/1993	BOX & GRID ASSEMBLE FDR MCH	0	0	0	USD
3004912	2	Ammo		21 Lonoke, AR	12/1/1993	ADD'L COST RIMFIRE PROJECT 110076	0	0	0	USD
3004913	0	Ammo		21 Lonoke, AR	12/1/1993	INDEX ASSEMBLY PRESS-RIFLE & ADD'L COST	0	0	0	USD
3004914	0	Ammo		21 Lonoke, AR	12/1/1993	INDEX ASSEMBLY PRESS-PISTOL & ADD'L COST	0	0	0	USD
3004915	0	Ammo		21 Lonoke, AR	12/1/1993	TAMP & FOIL PRESS - REM GRIT 120230 & 120435 SS	0	0	0	USD
3004915	1	Ammo		21 Lonoke, AR	2/15/2007	ADD'L UPGRADE #856	0	0	0	USD
3004917	0	Ammo		21 Lonoke, AR	12/1/1993	WATER STORAGE TANK & HEATER 62-00041	0	0	0	USD
3004920	0	Ammo		21 Lonoke, AR	12/1/1993	SS RESTROOM PLUMBING	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3004920	3	Ammo	21	Lonoke, AR	6/15/2003	SS WATER HEATER	0	0	0	USD
3004921	0	Ammo	21	Lonoke, AR	12/1/1993	ADD'L COST-INSTALL DISCHARGE PIPING NI	0	0	0	USD
3004922	0	Ammo	21	Lonoke, AR	12/1/1993	ADDL COST-MODIFY WELD BOOTH EXHAUSTS	0	0	0	USD
3005114	0	Ammo	21	Lonoke, AR	3/15/1994	LATHE, SOUTHBEND 10" R&D 120059	0	0	0	USD
3005123	0	Ammo	21	Lonoke, AR	11/15/1994	ATOMIC ABSORPTION SPECTROMETER 2204	0	0	0	USD
3005126	0	Ammo	21	Lonoke, AR	6/15/1994	ULTRASONIC CLNR TANK W/TIMER/HTR 2229	0	0	0	USD
3005127	0	Ammo	21	Lonoke, AR	3/15/1994	LAYNE WELL PUMP FOR #3 120005	0	0	0	USD
3005128	0	Ammo	21	Lonoke, AR	3/15/1994	WELL NUMBER 3 120005	0	0	0	USD
3005129	0	Ammo	21	Lonoke, AR	3/15/1994	O/S PLASTIC WTR MAIN FOR #3 1750'-8" 120005	0	0	0	USD
3005130	0	Ammo	21	Lonoke, AR	10/15/1994	ST STL 5000 GAL MIX TANK #736 2212	0	0	0	USD
3005131	0	Ammo	21	Lonoke, AR	10/15/1994	ST STL 5000 GAL MIX TANK 2212	0	0	0	USD
3005144	0	Ammo	21	Lonoke, AR	10/15/1994	SCHAUR SPEED LATHE 2-SPEED 2259	0	0	0	USD
3005145	0	Ammo	21	Lonoke, AR	5/15/1994	BLISS C35 DRAW PRESS #242 120027	0	0	0	USD
3005146	0	Ammo	21	Lonoke, AR	5/15/1994	BLISS C35 JKT DRAW PRESS #243 120027	0	0	0	USD
3005147	0	Ammo	21	Lonoke, AR	11/15/1994	ROWE METAL UNCOILER FOR #227 2299	0	0	0	USD
3005149	0	Ammo	21	Lonoke, AR	2/15/1994	SCRAP LEAD VIB FD/VENT SYS 120019	0	0	0	USD
3005155	0	Ammo	21	Lonoke, AR	3/15/1994	GEAR PUMP & DRIVE #418/419 120032	0	0	0	USD
3005156	0	Ammo	21	Lonoke, AR	3/15/1994	GEAR PUMP & DRIVE #418/419 120032	0	0	0	USD
3005157	0	Ammo	21	Lonoke, AR	6/15/1994	SINGLE STA BODY FORMER #971 120076	0	0	0	USD
3005157	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-MODIFICATION PARTS 2076	0	0	0	USD
3005158	0	Ammo	21	Lonoke, AR	6/15/1994	SINGLE STA BODY FORMER #972 120076	0	0	0	USD
3005158	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-MODIFICATION PARTS 2076	0	0	0	USD
3005158	4	Ammo	21	Lonoke, AR	1/15/2005	ADD'L #972 ROTARY CAM	0	0	0	USD
3005159	0	Ammo	21	Lonoke, AR	6/15/1994	SINGLE STA BODY FORMER #973 120076	0	0	0	USD
3005159	2	Ammo	21	Lonoke, AR	12/15/1996	ADDL - HYDRAULIC PUMP	0	0	0	USD
3005159	5	Ammo	21	Lonoke, AR	11/15/2005	HYDRAULIC PUMP #973	0	0	0	USD
3005160	0	Ammo	21	Lonoke, AR	8/15/1994	SINGLE STATION BODY FORM #974 2076	0	0	0	USD
3005160	2	Ammo	21	Lonoke, AR	12/15/1996	ADDL - HYDRAULIC PUMP	0	0	0	USD
3005160	3	Ammo	21	Lonoke, AR	4/15/2004	ADD'L SS #974 BODY FORMER	0	0	0	USD
3005161	0	Ammo	21	Lonoke, AR	6/15/1994	SINGLE STA BODY FORMER #975 120076	0	0	0	USD
3005161	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-MODIFICATION PARTS 2076	0	0	0	USD
3005161	3	Ammo	21	Lonoke, AR	12/15/2003	ADD'L #975 BODY FORMER	0	0	0	USD
3005162	0	Ammo	21	Lonoke, AR	6/15/1994	SINGLE STA BODY FORMER #976 120076	0	0	0	USD
3005162	1	Ammo	21	Lonoke, AR	12/1/1993	ADDL-MODIFICATION PARTS 2076	0	0	0	USD
3005164	0	Ammo	21	Lonoke, AR	6/15/1994	HEAT SET CATWALKS-2 120076	0	0	0	USD
3005169	0	Ammo	21	Lonoke, AR	2/15/1994	VACUUM SYS-SCRAP SHT/PWD SEPRTR 120635	0	0	0	USD
3005169	1	Ammo	21	Lonoke, AR	4/15/2005	ADD'L SHOT VACUUM SYSTEM	0	0	0	USD
3005177	1	Ammo	21	Lonoke, AR	6/14/1995	HEAT TREATER MAT'L HANDLING EQUIPMENT	0	0	0	USD
3005177	2	Ammo	21	Lonoke, AR	11/15/1997	ADDL - VISION INSPECTION SYSTEM	0	0	0	USD
3005177	3	Ammo	21	Lonoke, AR	3/15/1998	ADD'L INK FOUNTAIN SYSTEM 2595/100420	0	0	0	USD
3005177	4	Ammo	21	Lonoke, AR	12/15/2005	SS PRINTER UV SYSTEM	0	0	0	USD
3005177	5	Ammo	21	Lonoke, AR	10/15/2006	ADD'L FEED SYSTEM	0	0	0	USD
3005177	6	Ammo	21	Lonoke, AR	2/15/2007	ADD'L UPGRADE 471 BODY PRINTER	0	0	0	USD
3005178	1	Ammo	21	Lonoke, AR	6/14/1995	HEAT TREATER MAT'L HANDLING EQUIPMENT	0	0	0	USD
3005178	2	Ammo	21	Lonoke, AR	3/15/1998	ADD'L INK FOUNTAIN SYSTEM 2595/100420	0	0	0	USD
3005178	3	Ammo	21	Lonoke, AR	12/15/2005	SS PRINTER UV SYSTEM	0	0	0	USD
3005178	4	Ammo	21	Lonoke, AR	10/15/2006	ADD'L FEED SYSTEM	0	0	0	USD
3005178	5	Ammo	21	Lonoke, AR	2/15/2007	ADD'L UPGRADE 470 BODY PRINTER	0	0	0	USD
3005179	0	Ammo	21	Lonoke, AR	2/15/1994	HEVI-WT STORAGE CABINET 110089	0	0	0	USD
3005181	0	Ammo	21	Lonoke, AR	8/15/1994	FMC BUCKET LIFT LEAD SLUG CONVEYOR	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3005182	0	Ammo	21	Lonoke, AR	8/15/1994	LEAD SLUG BUCKET LIFT-RF 2218	0	0	0	USD
3005183	0	Ammo	21	Lonoke, AR	2/15/1994	AUTO LEAD BULLET LUBE SYS 120633	0	0	0	USD
3005184	0	Ammo	21	Lonoke, AR	8/15/1994	GAS FIRED DRYER (FBV28715) 2270	0	0	0	USD
3005184	1	Ammo	21	Lonoke, AR	8/15/1994	ADDL-MOD/INSTL 20" GAS DRYER 2270	0	0	0	USD
3005185	0	Ammo	21	Lonoke, AR	8/15/1994	CHARGING TABLE W/RUBBER TOP 2207 #1	0	0	0	USD
3005185	1	Ammo	21	Lonoke, AR	4/15/1997	ADDL-ADJUSTABLE HEIGHT	0	0	0	USD
3005185	2	Ammo	21	Lonoke, AR	2/15/2009	ADD'L RF CHARGING TABLE	0	0	0	USD
3005186	0	Ammo	21	Lonoke, AR	8/15/1994	CHARGING TABLE W/RUBBER TOP 2207 #2	0	0	0	USD
3005186	1	Ammo	21	Lonoke, AR	4/15/1997	ADDL-ADJUSTABLE HEIGHT	0	0	0	USD
3005186	2	Ammo	21	Lonoke, AR	2/15/2009	ADD'L RF CHARGING TABLE	0	0	0	USD
3005187	0	Ammo	21	Lonoke, AR	8/15/1994	CHARGING TABLE W/RUBBER TOP 2207 #3	0	0	0	USD
3005187	1	Ammo	21	Lonoke, AR	4/15/1997	ADDL-ADJUSTABLE HEIGHT	0	0	0	USD
3005187	2	Ammo	21	Lonoke, AR	2/15/2009	ADD'L RF CHARGING TABLE	0	0	0	USD
3005188	0	Ammo	21	Lonoke, AR	8/15/1994	CHARGING TABLE W/RUBBER TOP 2207 #4	0	0	0	USD
3005188	1	Ammo	21	Lonoke, AR	4/15/1997	ADDL-ADJUSTABLE HEIGHT	0	0	0	USD
3005188	2	Ammo	21	Lonoke, AR	2/15/2009	ADD'L RF CHARGING TABLE	0	0	0	USD
3005192	0	Ammo	21	Lonoke, AR	2/15/1994	YALE MOTOR HAND TRUCK 4000# 120042 - #10	0	0	0	USD
3005193	0	Ammo	21	Lonoke, AR	2/15/1994	EZ-45 PALLET LIFT TABLE 120042	0	0	0	USD
3005194	0	Ammo	21	Lonoke, AR	2/15/1994	EZ-45 PALLET LIFT TABLE 120042	0	0	0	USD
3005195	0	Ammo	21	Lonoke, AR	2/15/1994	EZ-45 PALLET LIFT TABLE 120042	0	0	0	USD
3005199	0	Ammo	21	Lonoke, AR	10/15/1994	PILOT MIXER #611 2901	0	0	0	USD
3005200	0	Ammo	21	Lonoke, AR	10/15/1994	MAG CHUCK-CHARGING TABLE #610 2901	0	0	0	USD
3005201	0	Ammo	21	Lonoke, AR	10/15/1994	TAMP & FOIL W3A-3 #610 2901	0	0	0	USD
3005203	0	Ammo	21	Lonoke, AR	10/15/1994	CARVER LAB PRESS 12TON #610 2901	0	0	0	USD
3005204	0	Ammo	21	Lonoke, AR	10/15/1994	TEST BOX,OUTSIDE #610 2901	0	0	0	USD
3005206	0	Ammo	21	Lonoke, AR	10/15/1994	IMPACT TESTER W/ACCES #610 2901	0	0	0	USD
3005207	0	Ammo	21	Lonoke, AR	10/15/1994	FRICTION TESTER W/ACCES #610 2901	0	0	0	USD
3005209	0	Ammo	21	Lonoke, AR	10/15/1994	ESD TESTER #610 2901	0	0	0	USD
3005210	0	Ammo	21	Lonoke, AR	10/15/1994	INDOOR MAGAZINE TYPE II #612 2901	0	0	0	USD
3005211	0	Ammo	21	Lonoke, AR	10/15/1994	AIR COMPRESSOR 10HP #610 2901	0	0	0	USD
3005212	0	Ammo	21	Lonoke, AR	10/15/1994	WILDEN SUMP PUMP #610 2901	0	0	0	USD
3005215	0	Ammo	21	Lonoke, AR	10/15/1994	PACKAGE TRANSPORTATION SIMULATOR 2044	0	0	0	USD
3005222	0	Ammo	21	Lonoke, AR	3/15/1994	EXTR GEAR PUMP/MOTOR OPSVCSP 418/419 120032	0	0	0	USD
3005225	0	Ammo	21	Lonoke, AR	10/15/1994	#149 PISTOL ANVIL DIE SET OPSVSP #817 2035	0	0	0	USD
3005227	0	Ammo	21	Lonoke, AR	10/15/1994	CF DRAW LUBE PUMP OP SV SP 2240	0	0	0	USD
3005229	0	Ammo	21	Lonoke, AR	8/15/1994	CF BUL WASH SETTLE TANK W/PUMPS 2231	0	0	0	USD
3005230	0	Ammo	21	Lonoke, AR	10/15/1994	PKG TEST EQ ROOF VENTILATOR 2044	0	0	0	USD
3005231	0	Ammo	21	Lonoke, AR	10/15/1994	EXHAUST FAN-CAFETERIA 2238	0	0	0	USD
3005250	0	Ammo	21	Lonoke, AR	3/15/1994	#62 BLISS DRAW & VIB FD SYS #203/205 120642	0	0	0	USD
3005250	3	Ammo	21	Lonoke, AR	6/15/2006	ADD'L #203 DRAW PRESS	0	0	0	USD
3005251	0	Ammo	21	Lonoke, AR	3/15/1994	#304 BLISS DRAW PRESS #209	0	0	0	USD
3005251	1	Ammo	21	Lonoke, AR	11/15/2000	PINCH TRIM DIE SET 2842/100723 #209	0	0	0	USD
3005252	0	Ammo	21	Lonoke, AR	3/15/1994	#54P REMINGTON DIAL PRIMER PRESS & PRIMER DETECT	0	0	0	USD
3005252	1	Ammo	21	Lonoke, AR	9/15/2002	ADD'L CF #54P PRIMING MACHINE	0	0	0	USD
3005253	0	Ammo	21	Lonoke, AR	3/15/1994	#43P REMINGTON DIAL PRIMER PRESS & PRIMER DETECT	0	0	0	USD
3005254	0	Ammo	21	Lonoke, AR	3/15/1994	#62 REMINGTON DIAL PRIMER PRESS & PRIMER DETECT	0	0	0	USD
3005255	0	Ammo	21	Lonoke, AR	3/15/1994	#56P REMINGTON DIAL PRIMER PRESS & PRIMER DETECT	0	0	0	USD
3005256	0	Ammo	21	Lonoke, AR	3/15/1994	41P REMINGTON DIAL PRIMER PRESS & PRIMER DETECT	0	0	0	USD
3005256	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #41P PRIMER BARRICADE	0	0	0	USD
3005257	0	Ammo	21	Lonoke, AR	3/15/1994	#55P -REMINGTON DIAL PRIMER PRESS & PRIMER DETECT	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3005258	0	Ammo	21	Lonoke, AR	3/15/1994	#42P REMINGTON DIAL PRIMER PRESS & PRIMER DETECT	0	0	0	USD
3005259	0	Ammo	21	Lonoke, AR	3/15/1994	#46P REMINGTON DIAL PRIMER PRESS & PRIMER DETECT	0	0	0	USD
3005259	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #46P PRIMER BARRICADE	0	0	0	USD
3005297	0	Ammo	21	Lonoke, AR	3/15/1995	HEADTURN MCH #113B PISTOL 2251	0	0	0	USD
3005301	0	Ammo	21	Lonoke, AR	3/15/1995	HEADTURN MCH #130B RIFLE 2251	0	0	0	USD
3005306	0	Ammo	21	Lonoke, AR	3/15/1995	CASE SEALER W/CONVEYOR 2242	0	0	0	USD
3005313	0	Ammo	21	Lonoke, AR	3/15/1995	MICRO BALANCE W/PRINTER #610 2303	0	0	0	USD
3005315	0	Ammo	21	Lonoke, AR	3/15/1995	BUGGY LIFT CHAIN HOIST#728 OPSVSP 2298	0	0	0	USD
3005317	0	Ammo	21	Lonoke, AR	3/15/1995	CHAIN HOIST #731 TUMBLE BARREL 2209 O S S	0	0	0	USD
3005331	0	Ammo	21	Lonoke, AR	6/13/1995	CENTERFIRE PLATING MONORAIL	0	0	0	USD
3005332	0	Ammo	21	Lonoke, AR	6/13/1995	ADDL - OVERHAUL 401 CAP PRESS	0	0	0	USD
3005333	0	Ammo	21	Lonoke, AR	6/13/1995	ADDL - WELL PUMP SHAF	0	0	0	USD
3005339	0	Ammo	21	Lonoke, AR	6/13/1995	ADDL - METERING SYSTEM NITRATION	0	0	0	USD
3005341	0	Ammo	21	Lonoke, AR	6/13/1995	ADDL - SEALER/CARTONER	0	0	0	USD
3005344	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - FEEDER/CHUTE #527	0	0	0	USD
3005345	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - REBUILD #406	0	0	0	USD
3005348	0	Ammo	21	Lonoke, AR	6/14/1995	DUST HOG UNIT - RIMFIRE LOAD	0	0	0	USD
3005349	0	Ammo	21	Lonoke, AR	6/14/1995	DUST HOG UNIT - RIMFIRE LOAD	0	0	0	USD
3005350	0	Ammo	21	Lonoke, AR	6/14/1995	DUST HOG UNIT - RIMFIRE LOAD	0	0	0	USD
3005351	0	Ammo	21	Lonoke, AR	6/13/1995	DUST HOG UNIT RIMFIRE LOAD	0	0	0	USD
3005352	0	Ammo	21	Lonoke, AR	6/14/1995	DUST HOG UNIT RIMFIRE SWAGE	0	0	0	USD
3005353	0	Ammo	21	Lonoke, AR	6/14/1995	DUST HOG UNIT RIMFIRE SWAGE	0	0	0	USD
3005356	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - OVERHAUL #480 TRIPLEX	0	0	0	USD
3005358	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - EXIT CONVEYOR/PLATFORM	0	0	0	USD
3005360	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - STRETCH WRAP	0	0	0	USD
3005361	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - PURCHASE & INSTALL #470	0	0	0	USD
3005362	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - PURCHASE & INSTALL #471	0	0	0	USD
3005385	0	Ammo	21	Lonoke, AR	6/14/1995	HAND TRUCK - #25	0	0	0	USD
3005452	0	Ammo	21	Lonoke, AR	6/14/1995	METAL COIL CRADLE - 231	0	0	0	USD
3005453	0	Ammo	21	Lonoke, AR	6/14/1995	ADDL - BLDG 736 DISCHARGE PIPE	0	0	0	USD
3005496	0	Ammo	21	Lonoke, AR	8/14/1995	COMPONENT PACK TABLE	0	0	0	USD
3005498	0	Ammo	21	Lonoke, AR	8/14/1995	COMPONENT PACK TABLE	0	0	0	USD
3005499	0	Ammo	21	Lonoke, AR	8/14/1995	COMPONENT PACK TABLE	0	0	0	USD
3005500	0	Ammo	21	Lonoke, AR	8/14/1995	COMPONENT PACK TABLE	0	0	0	USD
3005504	0	Ammo	21	Lonoke, AR	8/14/1995	BURNING PLANT CRANE	0	0	0	USD
3005506	0	Ammo	21	Lonoke, AR	8/14/1995	PACKING TABLE WITH CONVEYOR #788	0	0	0	USD
3005507	0	Ammo	21	Lonoke, AR	8/14/1995	PACKING TABLE WITH CONVEYOR #789	0	0	0	USD
3005508	0	Ammo	21	Lonoke, AR	8/14/1995	PACKING TABLE WITH CONVEYOR #790	0	0	0	USD
3005526	1	Ammo	21	Lonoke, AR	5/15/1996	ADDL-#323 VIBRATORY FEED HOPPER	0	0	0	USD
3005530	1	Ammo	21	Lonoke, AR	8/15/1997	ADDL-REBUILD #328 BASY	0	0	0	USD
3005533	1	Ammo	21	Lonoke, AR	5/15/1996	ADDL-#336 VIBRATORY FEED HOPPER	0	0	0	USD
3005534	1	Ammo	21	Lonoke, AR	5/15/1996	ADDL-#338 VIBRATORY FEED HOPPER	0	0	0	USD
3005740	0	Ammo	21	Lonoke, AR	9/15/1995	RF LEAD FORM LUBE SYSTEM	0	0	0	USD
3005741	0	Ammo	21	Lonoke, AR	9/15/1995	#473 PRINT SYSTEM	0	0	0	USD
3005741	1	Ammo	21	Lonoke, AR	10/12/1995	ADDL - #473 BODY TREATER	0	0	0	USD
3005741	2	Ammo	21	Lonoke, AR	11/15/2002	ADD'L #473 SS BODY PRINTER	0	0	0	USD
3005741	3	Ammo	21	Lonoke, AR	12/15/2002	PRINTER SET-UP HEVI SHOT	0	0	0	USD
3005741	7	Ammo	21	Lonoke, AR	12/15/2005	SS PRINTER UV SYSTEM	0	0	0	USD
3005741	8	Ammo	21	Lonoke, AR	10/15/2006	ADD'L FEED SYSTEM	0	0	0	USD
3005743	0	Ammo	21	Lonoke, AR	9/15/1995	DRAIN CLEANING UNIT	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3005744	0	Ammo	21	Lonoke, AR	9/15/1995	#82A TAPER MACHINE	0	0	0	USD
3005744	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - 82A TAPER PRESS	0	0	0	USD
3005744	2	Ammo	21	Lonoke, AR	12/15/2005	ADD'L #82A TAPER PRESS	0	0	0	USD
3005744	3	Ammo	21	Lonoke, AR	4/15/2011	ADD'L #82A SINGLE LINE FEEDER 101649	0	0	0	USD
3005745	0	Ammo	21	Lonoke, AR	9/15/1995	#82B TAPER MACHINE	0	0	0	USD
3005745	2	Ammo	21	Lonoke, AR	7/15/2005	ADD'L #82B TAPER PRESS	0	0	0	USD
3005745	3	Ammo	21	Lonoke, AR	7/15/2010	ADD'L FEED SYSTEM #82B 101636	0	0	0	USD
3005746	0	Ammo	21	Lonoke, AR	9/15/1995	#88A TAPER MACHINE	0	0	0	USD
3005746	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #88A TAPER PRESS	0	0	0	USD
3005747	0	Ammo	21	Lonoke, AR	9/15/1995	#88B TAPER MACHINE	0	0	0	USD
3005748	0	Ammo	21	Lonoke, AR	9/15/1995	#154A HEADING MACHINE	0	0	0	USD
3005748	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #154A BLISS HEADER	0	0	0	USD
3005750	0	Ammo	21	Lonoke, AR	9/15/1995	62 BLISS DRAW PRESS 219A \$ 219B	0	0	0	USD
3005750	4	Ammo	21	Lonoke, AR	8/15/2006	ADD'L REBUILD 219B DRAW PRESS	0	0	0	USD
3005751	0	Ammo	21	Lonoke, AR	9/15/1995	DUPLEX LOADER #20	0	0	0	USD
3005751	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #20 DUPLEX LOAD	0	0	0	USD
3005752	0	Ammo	21	Lonoke, AR	9/15/1995	DUPLEX LOADER #30	0	0	0	USD
3005752	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #30 DUPLEX LOADER	0	0	0	USD
3005753	0	Ammo	21	Lonoke, AR	9/15/1995	#721A CHIP SEPARATOR	0	0	0	USD
3005753	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #721A CHIP SEPARATOR	0	0	0	USD
3005755	0	Ammo	21	Lonoke, AR	9/15/1995	#543 OVERFLOW FEEDER	0	0	0	USD
3005775	0	Ammo	21	Lonoke, AR	11/14/1995	UNPRIMED SHELL TRICKLE SHAKER 1330 (in storage)	0	0	0	USD
3005775	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - #1330 UNP TRICKLE SHAKE/INSP (in storage)	0	0	0	USD
3005812	0	Ammo	21	Lonoke, AR	2/1/1996	8 GA STORAGE RACKS - 3 EA.	0	0	0	USD
3005850	0	Ammo	21	Lonoke, AR	2/15/1996	OVERFLOW FEEDER-ENCLOSED-NITRO 27	0	0	0	USD
3005851	0	Ammo	21	Lonoke, AR	2/15/1996	OVERFLOW FEEDER-ENCLOSED-NITRO 27	0	0	0	USD
3005852	0	Ammo	21	Lonoke, AR	2/15/1996	BARREL DUMPER-NITRO 27	0	0	0	USD
3005853	0	Ammo	21	Lonoke, AR	2/15/1996	BARREL DUMPER-NITRO 27	0	0	0	USD
3005857	0	Ammo	21	Lonoke, AR	2/15/1996	YALE PALLET JACK 4000 LB - #65	0	0	0	USD
3005884	0	Ammo	21	Lonoke, AR	3/15/1996	MAIN WASTE LIFT PUMP	0	0	0	USD
3005885	0	Ammo	21	Lonoke, AR	3/15/1996	MAIN WASTE LIFT PUMP	0	0	0	USD
3005954	0	Ammo	21	Lonoke, AR	5/15/1996	#346 HARTFORD COLD HEADER	0	0	0	USD
3005955	0	Ammo	21	Lonoke, AR	5/15/1996	#367 HARTFORD COLD HEADER	0	0	0	USD
3005957	0	Ammo	21	Lonoke, AR	5/15/1996	BLDG 504 EXHAUST	0	0	0	USD
3005957	1	Ammo	21	Lonoke, AR	7/15/1997	ADDL-EXHAUST SYSTEM - HAMMERMILLS	0	0	0	USD
3005957	2	Ammo	21	Lonoke, AR	12/15/2001	ADD'L SMOKE EXHAUST	0	0	0	USD
3005960	0	Ammo	21	Lonoke, AR	5/15/1996	SS OIL STORAGE RACKS	0	0	0	USD
3005962	0	Ammo	21	Lonoke, AR	5/15/1996	TANDEM DISK HARROW	0	0	0	USD
3005964	0	Ammo	21	Lonoke, AR	5/15/1996	#140 BLISS HEADER OVERHAUL	0	0	0	USD
3005966	0	Ammo	21	Lonoke, AR	5/15/1996	#142 BLISS HEADER OVERHAUL	0	0	0	USD
3005966	1	Ammo	21	Lonoke, AR	6/15/1997	ADDL-22 WIN MAG FEED	0	0	0	USD
3005969	0	Ammo	21	Lonoke, AR	6/14/1996	LUBRICATOR UNIT #415	0	0	0	USD
3005971	0	Ammo	21	Lonoke, AR	6/15/1996	#215 BLISS PRESS OVERHAUL/PINCH TRIM	0	0	0	USD
3005971	1	Ammo	21	Lonoke, AR	12/15/1996	ADDL - #215 PINCH TRIM FEED/CONVEYOR	0	0	0	USD
3005971	2	Ammo	21	Lonoke, AR	6/15/1996	ADDL-#215 PINCH TRIM DIE SET	0	0	0	USD
3005971	3	Ammo	21	Lonoke, AR	2/15/2007	ADD'L CF #215 DRAW PRESS	0	0	0	USD
3005971	4	Ammo	21	Lonoke, AR	2/15/2008	ADD'L CRANKSHAFT SHELL DRAW #215	0	0	0	USD
3005972	1	Ammo	21	Lonoke, AR	12/15/1996	#181 - 304 BLISS DRAW & PINCH TRIM FEED/CONVEYOR	0	0	0	USD
3005972	2	Ammo	21	Lonoke, AR	6/15/1996	ADDL-#181 PINCH TRIM DIE SET	0	0	0	USD
3005972	4	Ammo	21	Lonoke, AR	12/15/2002	ADD'L DRAW PRESS #181	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3005976	0	Ammo	21	Lonoke, AR	6/15/1996	D424-67 357 SIG 125 SJHP GAGE	0	0	0	USD
3005982	0	Ammo	21	Lonoke, AR	6/15/1996	SALVAGE AREA FIRE EXTINGUISHER SYSTEM	0	0	0	USD
3005992	0	Ammo	21	Lonoke, AR	7/15/1996	CAFETERIA KITCHEN EXHAUST	0	0	0	USD
3006014	0	Ammo	21	Lonoke, AR	8/15/1996	#357 HIGH SPEED NATIONAL LEAD SWAGER	0	0	0	USD
3006015	1	Ammo	21	Lonoke, AR	8/15/1997	ADDL-AIR FILTER SYSTEM	0	0	0	USD
3006015	2	Ammo	21	Lonoke, AR	4/15/2003	OUTLET COMPRESSOR FILTER	0	0	0	USD
3006015	3	Ammo	21	Lonoke, AR	3/15/2005	ADD'L AIR COMPRESSOR MOTOR	0	0	0	USD
3006017	0	Ammo	21	Lonoke, AR	8/15/1996	SHEET METAL SHEAR	0	0	0	USD
3006018	0	Ammo	21	Lonoke, AR	8/15/1996	#220 304 BLISS DRAW PRESS	0	0	0	USD
3006018	1	Ammo	21	Lonoke, AR	3/15/1998	ADD'L SCRAP RING CONVEYOR 2544/100376	0	0	0	USD
3006019	0	Ammo	21	Lonoke, AR	8/15/1996	304 BLISS DRAW PRESS (SPARE)	0	0	0	USD
3006019	1	Ammo	21	Lonoke, AR	4/15/2002	REBUILD CF DRAW PRESS	0	0	0	USD
3006020	1	Ammo	21	Lonoke, AR	8/15/2001	POWDER INSPECTION SYSTEM #6	0	0	0	USD
3006020	2	Ammo	21	Lonoke, AR	12/15/2004	ADD'L POWDER DETECTS	0	0	0	USD
3006022	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-LASER INSPECTION #58P	0	0	0	USD
3006024	0	Ammo	21	Lonoke, AR	8/15/1996	#48P V&O PRIME	0	0	0	USD
3006025	0	Ammo	21	Lonoke, AR	8/15/1996	#49P V&O PRIME	0	0	0	USD
3006026	0	Ammo	21	Lonoke, AR	8/15/1996	#59P V&O PRIME	0	0	0	USD
3006027	0	Ammo	21	Lonoke, AR	8/15/1996	#375 TABLE ANNEALER	0	0	0	USD
3006027	1	Ammo	21	Lonoke, AR	12/15/1998	ADD'L MOD ANNEALER #375	0	0	0	USD
3006028	0	Ammo	21	Lonoke, AR	8/15/1996	#376 TABLE ANNEALER	0	0	0	USD
3006028	1	Ammo	21	Lonoke, AR	12/15/1998	ADD'L MOD ANNEALER #376	0	0	0	USD
3006029	0	Ammo	21	Lonoke, AR	8/15/1996	#377 TABLE ANNEALER	0	0	0	USD
3006029	1	Ammo	21	Lonoke, AR	12/15/1998	ADD'L MOD ANNEALER #377	0	0	0	USD
3006030	0	Ammo	21	Lonoke, AR	8/15/1996	#787 HAND VIBRO PACK	0	0	0	USD
3006030	2	Ammo	21	Lonoke, AR	8/15/1996	ADDL - 9mm CONVERSION KIT #787 PACKER	0	0	0	USD
3006079	0	Ammo	21	Lonoke, AR	9/15/1996	OKAMOTO SURFACE GRINDER	0	0	0	USD
3006080	0	Ammo	21	Lonoke, AR	9/15/1996	INDUSTRIAL SEWING MACHINE - LEAD SHOT	0	0	0	USD
3006105	0	Ammo	21	Lonoke, AR	10/15/1996	ROTARY FURNACE CONVEYOR	0	0	0	USD
3006106	0	Ammo	21	Lonoke, AR	10/15/1996	WALKER STACKER - CROWN - #14	0	0	0	USD
3006107	0	Ammo	21	Lonoke, AR	10/15/1996	WALKER PALLET TRUCK - CROWN - #69	0	0	0	USD
3006108	0	Ammo	21	Lonoke, AR	10/15/1996	DELTRONIC COMPARATOR	0	0	0	USD
3006110	0	Ammo	21	Lonoke, AR	10/15/1996	#132 HEADER - #4 BLISS	0	0	0	USD
3006110	1	Ammo	21	Lonoke, AR	4/15/2006	OVERHAUL HEADER #132	0	0	0	USD
3006111	0	Ammo	21	Lonoke, AR	10/15/1996	RIDGID PIPE THREADER	0	0	0	USD
3006146	0	Ammo	21	Lonoke, AR	11/15/1996	BODY FLAME TREATMENT FOR #489	0	0	0	USD
3006148	0	Ammo	21	Lonoke, AR	11/15/1996	LIFT TRUCK CHARGER - MAINTENANCE	0	0	0	USD
3006149	0	Ammo	21	Lonoke, AR	11/15/1996	BOILER TUBE CLEANER	0	0	0	USD
3006150	0	Ammo	21	Lonoke, AR	11/15/1996	MICROSCOPE - TOOLROOM	0	0	0	USD
3006151	0	Ammo	21	Lonoke, AR	12/15/1996	#173 - 304 BLISS PINCH TRIM	0	0	0	USD
3006151	1	Ammo	21	Lonoke, AR	1/15/1997	ADDL-#173 DRAW PRESS OVERHAUL	0	0	0	USD
3006151	2	Ammo	21	Lonoke, AR	12/15/1996	ADDL-#173 PINCH TRIM DIE SET	0	0	0	USD
3006151	3	Ammo	21	Lonoke, AR	12/15/1997	ADD'L SCRAP RING CONVEYOR	0	0	0	USD
3006154	0	Ammo	21	Lonoke, AR	12/15/1996	QUALITY PROFILOMETER	0	0	0	USD
3006165	0	Ammo	21	Lonoke, AR	1/15/1997	D425-67 50 CALIBER GAGE	0	0	0	USD
3006167	0	Ammo	21	Lonoke, AR	1/15/1997	#599 ADJ HEIGHT CHARGING TABLE	0	0	0	USD
3006167	4	Ammo	21	Lonoke, AR	12/3/2017	599 Charging Table Hollow Tubing 101932	0	0	0	USD
3006168	0	Ammo	21	Lonoke, AR	1/15/1997	#565 ADJ HEIGHT CHARGING TABLE	0	0	0	USD
3006168	4	Ammo	21	Lonoke, AR	12/3/2017	565 Charging Table Hollow Tubing 101932	0	0	0	USD
3006169	0	Ammo	21	Lonoke, AR	1/15/1997	#574 ADJ HEIGHT CHARGING TABLE	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3006169	4	Ammo		21 Lonoke, AR	12/3/2017	574 Charging Table Hollow Tubing 101932	0	0	0	USD
3006170	0	Ammo		21 Lonoke, AR	1/15/1997	LOMA CHECKWEIGHING SYSTEM	0	0	0	USD
3006172	0	Ammo		21 Lonoke, AR	1/15/1997	#217 304 BLISS DRAW PINCH TRIM/CONVEYOR	0	0	0	USD
3006172	1	Ammo		21 Lonoke, AR	4/15/1997	ADDL-REBUILD #217 DRAW PRESS	0	0	0	USD
3006172	2	Ammo		21 Lonoke, AR	1/15/1997	ADDL-#217 PINCH TRIM DIE SET 2250/1000025	0	0	0	USD
3006172	3	Ammo		21 Lonoke, AR	3/15/1998	ADD'L SCRAP RING CONVEYOR 2544/100376	0	0	0	USD
3006173	0	Ammo		21 Lonoke, AR	1/15/1997	#233 WFF TRANSFER PRESS 2305/100060	0	0	0	USD
3006174	0	Ammo		21 Lonoke, AR	1/15/1997	#232 WFF TRANSFER PRESS 2350/100060	0	0	0	USD
3006179	0	Ammo		21 Lonoke, AR	1/15/1997	#125B BLACKROCK HEADTURN	0	0	0	USD
3006180	0	Ammo		21 Lonoke, AR	1/15/1997	#126A BLACK ROCK HEADTURN	0	0	0	USD
3006181	0	Ammo		21 Lonoke, AR	1/15/1997	#126B BLACKROCK HEADTURN	0	0	0	USD
3006182	0	Ammo		21 Lonoke, AR	1/15/1997	#394 HILGELAND COLD HEADER	0	0	0	USD
3006183	0	Ammo		21 Lonoke, AR	1/15/1997	#395 HILGELAND COLD HEADER	0	0	0	USD
3006190	0	Ammo		21 Lonoke, AR	1/15/1997	#374 TABLE ANNEAL MODIFICATION	0	0	0	USD
3006195	0	Ammo		21 Lonoke, AR	1/15/1997	BUGGY LIFT #702 TUMBLER	0	0	0	USD
3006196	0	Ammo		21 Lonoke, AR	1/15/1997	BUGGY LIFT #726 ANNEAL OVEN	0	0	0	USD
3006201	0	Ammo		21 Lonoke, AR	1/15/1997	PACKAGING COMPRESSION TESTER	0	0	0	USD
3006277	0	Ammo		21 Lonoke, AR	2/15/1997	PORTABLE SHELL CONVEYOR	0	0	0	USD
3006278	0	Ammo		21 Lonoke, AR	2/15/1997	PORTABLE SHELL CONVEYOR	0	0	0	USD
3006279	0	Ammo		21 Lonoke, AR	2/15/1997	PORTABLE SHELL CONVEYOR	0	0	0	USD
3006281	0	Ammo		21 Lonoke, AR	2/15/1997	EXHAUST HOOD - SS PACKING	0	0	0	USD
3006283	0	Ammo		21 Lonoke, AR	2/15/1997	SS INTERFLOOR COMMUNICATIONS	0	0	0	USD
3006283	1	Ammo		21 Lonoke, AR	9/15/2006	PHONE - BUCKSHOT LOADER	0	0	0	USD
3006284	0	Ammo		21 Lonoke, AR	2/15/1997	CUT-OFF SAW / CHEM LAB	0	0	0	USD
3006388	0	Ammo		21 Lonoke, AR	3/15/1997	BROWN & SHARPE CYLINDRICAL GRINDER	0	0	0	USD
3006389	0	Ammo		21 Lonoke, AR	3/15/1997	CLARK ELECTRIC FORK TRUCK - #46	0	0	0	USD
3006391	0	Ammo		21 Lonoke, AR	3/15/1997	Truck, Flat Bed orange del. truck-Taylor Dunn-#100	0	0	0	USD
3006392	0	Ammo		21 Lonoke, AR	3/15/1997	PALLET POSITIONER	0	0	0	USD
3006393	0	Ammo		21 Lonoke, AR	3/15/1997	OKAMOTO SURFACE GRINDER	0	0	0	USD
3006395	0	Ammo		21 Lonoke, AR	4/15/1997	ADJUSTABLE HEIGHT CHARGING TABLE #5	0	0	0	USD
3006395	1	Ammo		21 Lonoke, AR	2/15/2009	ADD'L RF CHARGING TABLE	0	0	0	USD
3006396	1	Ammo		21 Lonoke, AR	3/15/2000	ADD'L PLS SYSTEM 100672	0	0	0	USD
3006396	2	Ammo		21 Lonoke, AR	3/15/2009	ADD'L DATA COMMUNICATIONS UPG	0	0	0	USD
3006419	0	Ammo		21 Lonoke, AR	5/15/1997	BODY FLAME EXHAUST - SS	0	0	0	USD
3006420	0	Ammo		21 Lonoke, AR	5/15/1997	BODY FLAME TREATMENT #477	0	0	0	USD
3006421	0	Ammo		21 Lonoke, AR	5/15/1997	BODY FLAME TREATMENT #478	0	0	0	USD
3006422	0	Ammo		21 Lonoke, AR	5/15/1997	BODY FLAME TREATMENT #486	0	0	0	USD
3006423	0	Ammo		21 Lonoke, AR	5/15/1997	BODY FLAME TREATMENT # 480	0	0	0	USD
3006424	0	Ammo		21 Lonoke, AR	5/15/1997	BODY FLAME TREATMENT #483	0	0	0	USD
3006425	0	Ammo		21 Lonoke, AR	5/15/1997	BODY FLAME TREATMENT #494, 495, 496	0	0	0	USD
3006426	0	Ammo		21 Lonoke, AR	5/15/1997	BODY FLAME TREATMENT #497 - 498	0	0	0	USD
3006429	0	Ammo		21 Lonoke, AR	5/15/1997	PRINTER EXHAUST - SS BLDG	0	0	0	USD
3006430	0	Ammo		21 Lonoke, AR	5/15/1997	POWER WIRING - SS PRINT/INSP	0	0	0	USD
3006458	0	Ammo		21 Lonoke, AR	6/15/1997	#262 PERKINS 22 WIN MAG FEED O S S	0	0	0	USD
3006460	0	Ammo		21 Lonoke, AR	6/15/1997	#263 PERKINS 22 WIN MAG FEED O S S	0	0	0	USD
3006473	0	Ammo		21 Lonoke, AR	7/15/1997	PRE-MIX SCALE/BARCODE SCANNER/PRINTER	0	0	0	USD
3006493	0	Ammo		21 Lonoke, AR	8/15/1997	PRIMER COMPONENT CLEANING EXHAUST	0	0	0	USD
3006498	0	Ammo		21 Lonoke, AR	9/15/1997	OKAMOTO SURFACE GRINDER	0	0	0	USD
3006499	0	Ammo		21 Lonoke, AR	9/15/1997	POTABLE WATER SYSTEM FILTER	0	0	0	USD
3006500	0	Ammo		21 Lonoke, AR	9/15/1997	FIRE DETECTION SYSTEM - BODY FLAME TREATMENT	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3006501	0	Ammo	21	Lonoke, AR	9/15/1997	Metal Banding Machine for Shipping-Signode	0	0	0	USD
3006554	0	Ammo	21	Lonoke, AR	10/15/1997	MODIFY #372 BODY ANNEAL	0	0	0	USD
3006555	0	Ammo	21	Lonoke, AR	10/15/1997	MODIFY #373 BODY ANNEAL	0	0	0	USD
3006558	0	Ammo	21	Lonoke, AR	10/15/1997	NORTH BURN POT CONVEYOR	0	0	0	USD
3006559	0	Ammo	21	Lonoke, AR	10/15/1997	WASTEWATER SAMPLER REFRIGERATOR OUTFALL 004	0	0	0	USD
3006560	0	Ammo	21	Lonoke, AR	7/15/1996	SOUTH BURNING POT CONVEYOR	0	0	0	USD
3006564	0	Ammo	21	Lonoke, AR	12/1/1993	STARRETT GAGE BLOCK SET RC88LM	0	0	0	USD
3006568	0	Ammo	21	Lonoke, AR	12/1/1993	ADDITIONAL DRAINAGE IN PLATING AREA	0	0	0	USD
3006569	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET TRAPS - RANGES 9 & 10	0	0	0	USD
3006576	0	Ammo	21	Lonoke, AR	12/1/1993	BULLET TRAPS - RANGE 5&6 - 120384	0	0	0	USD
3006578	0	Ammo	21	Lonoke, AR	12/1/1993	DUCTWORK - BALLISTICS	0	0	0	USD
3006579	0	Ammo	21	Lonoke, AR	12/1/1993	SERVICE PIPING BALLISTICS	0	0	0	USD
3006580	0	Ammo	21	Lonoke, AR	12/1/1993	E 3756-67 COMBINATION GAGE	0	0	0	USD
3006581	0	Ammo	21	Lonoke, AR	12/1/1993	E 3756-67 COMBINATION GAGE	0	0	0	USD
3006582	0	Ammo	21	Lonoke, AR	12/1/1993	E3756-67 COMBINATION GAGE	0	0	0	USD
3006583	0	Ammo	21	Lonoke, AR	12/1/1993	D402-67 COMBINATION GAGE	0	0	0	USD
3006584	0	Ammo	21	Lonoke, AR	12/1/1993	D402-67 COMBINATION GAGE	0	0	0	USD
3006585	0	Ammo	21	Lonoke, AR	12/1/1993	E3384-67 COMBINATION GAGE	0	0	0	USD
3006586	0	Ammo	21	Lonoke, AR	12/1/1993	E3384-67 COMBINATION GAGE	0	0	0	USD
3006590	0	Ammo	21	Lonoke, AR	12/1/1993	E1734-66 10MM AUTO GAGE(2) 120336	0	0	0	USD
3006591	0	Ammo	21	Lonoke, AR	12/1/1993	E1941-67 COMBINATION PROFILE GAGE 2	0	0	0	USD
3006592	0	Ammo	21	Lonoke, AR	12/1/1993	E8021-67 PROF GA SECT 62-00067	0	0	0	USD
3006593	0	Ammo	21	Lonoke, AR	12/1/1993	E8013-67 PROF GA SECT-2 62-00067	0	0	0	USD
3006594	0	Ammo	21	Lonoke, AR	12/1/1993	E3500-67 PROF GA SECT-2 62-00067	0	0	0	USD
3006595	0	Ammo	21	Lonoke, AR	12/1/1993	E2407-67 PROF GA SECT 2 62-00067	0	0	0	USD
3006596	0	Ammo	21	Lonoke, AR	12/1/1993	E2380-67 PROF GA SECT-2	0	0	0	USD
3006599	0	Ammo	21	Lonoke, AR	12/1/1993	E475-67 COMB GAGE-2 62-00067	0	0	0	USD
3006601	0	Ammo	21	Lonoke, AR	12/1/1993	E3420-67 COMB GA-2 62-00067	0	0	0	USD
3006604	0	Ammo	21	Lonoke, AR	12/1/1993	D405-67 COMB GAGE 62-00068	0	0	0	USD
3006605	0	Ammo	21	Lonoke, AR	12/1/1993	E8021-67 COMB GAGE-2 62-00068	0	0	0	USD
3006606	0	Ammo	21	Lonoke, AR	12/1/1993	D403-67 COMB GAGE 62-00068	0	0	0	USD
3006607	0	Ammo	21	Lonoke, AR	12/1/1993	E720-66 OPEN HEX REC 62-00068	0	0	0	USD
3006608	0	Ammo	21	Lonoke, AR	12/1/1993	D403-67 PROFILE GA SEC 62-00067	0	0	0	USD
3006609	0	Ammo	21	Lonoke, AR	12/1/1993	E3620-67 PROF GA SEC-2 62-00067	0	0	0	USD
3006610	0	Ammo	21	Lonoke, AR	12/1/1993	E2434-67 PROF GA SECT 62-00067	0	0	0	USD
3006611	0	Ammo	21	Lonoke, AR	12/1/1993	E420-67 PROF GA SECT 62-00067	0	0	0	USD
3006612	0	Ammo	21	Lonoke, AR	12/1/1993	E2258-67 OF GA SEC 62-00067	0	0	0	USD
3006613	0	Ammo	21	Lonoke, AR	12/1/1993	E3768-67 PROF GA SECT 62-00067	0	0	0	USD
3006614	0	Ammo	21	Lonoke, AR	12/1/1993	E1596-67 COMB GA 62-00067	0	0	0	USD
3006615	0	Ammo	21	Lonoke, AR	12/1/1993	E1741-66 CLOSED HEX REC GA-2 7MM W/B 120522	0	0	0	USD
3006616	0	Ammo	21	Lonoke, AR	12/1/1993	E1742-66 OPEN HEX REC GA-2 7MM W/B 120522	0	0	0	USD
3006617	0	Ammo	21	Lonoke, AR	12/1/1993	E8060-67 COMBINATION GA 10MM/40SW 120530	0	0	0	USD
3006618	0	Ammo	21	Lonoke, AR	12/1/1993	D258-66 OPEN HEX RECEIVING GAGE-2	0	0	0	USD
3006619	0	Ammo	21	Lonoke, AR	12/15/1993	E338-63 BBL RECEIVER GA 375 H&H MAG 120069	0	0	0	USD
3006620	0	Ammo	21	Lonoke, AR	12/1/1993	C140-63 BBL REC GAGE 7x64 BRENEKE 120061	0	0	0	USD
3006621	0	Ammo	21	Lonoke, AR	12/1/1993	D268-66 HEX REC GAGE 7x64 BRENEKE 120061	0	0	0	USD
3006622	0	Ammo	21	Lonoke, AR	12/1/1993	D269-66 HEX REC GAGE 7x64 BRENEKE 12061	0	0	0	USD
3006623	0	Ammo	21	Lonoke, AR	12/1/1993	BUTTON RECEIVING GAGE C111-66	0	0	0	USD
3006624	0	Ammo	21	Lonoke, AR	12/1/1993	E1723-66 OPEN HEX RECEIVER GAGE T	0	0	0	USD
3006625	0	Ammo	21	Lonoke, AR	12/1/1993	E1722-67 CLOSED HEX RECEIVER GAGE T	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3006626	0	Ammo		21 Lonoke, AR	12/1/1993	E1721-66 CLOSED HEX RECEIVER GAGE T	0	0	0	USD
3006630	0	Ammo		21 Lonoke, AR	12/1/1993	E8059-67 PROFILE GAGES-2 12064 38SPL130MC BULLET	0	0	0	USD
3006631	0	Ammo		21 Lonoke, AR	12/1/1993	D264-66 OPEN HEX REC GA SWEDISH 6.5 TAPER	0	0	0	USD
3006632	0	Ammo		21 Lonoke, AR	12/1/1993	D265-66 HEX REC GA SWEDISH 6.5 CF LOAD	0	0	0	USD
3006633	0	Ammo		21 Lonoke, AR	12/1/1993	C138-63 RECEIVER GA SWEDISH 6.5 TAPER	0	0	0	USD
3006634	0	Ammo		21 Lonoke, AR	12/1/1993	C-35 BLISS PRESS & DIE SET T	0	0	0	USD
3006634	1	Ammo		21 Lonoke, AR	1/15/2011	ADD'L MODIFY #240 DRAW PRESS 101687	0	0	0	USD
3006635	0	Ammo		21 Lonoke, AR	12/1/1993	11B DIE SET - BLANK & CUP	0	0	0	USD
3006636	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET ASSEMBLY 23A CUP	0	0	0	USD
3006637	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET ASSEMBLY 13A CUP	0	0	0	USD
3006638	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET 15A CUPS	0	0	0	USD
3006639	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET 28A - BLANK & CUP	0	0	0	USD
3006640	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET 23A BLANK & CUP	0	0	0	USD
3006641	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET 6A 20A 20B 39B CUPS T	0	0	0	USD
3006642	0	Ammo		21 Lonoke, AR	12/1/1993	CUPPINGDIE SET 5A-120273	0	0	0	USD
3006643	0	Ammo		21 Lonoke, AR	12/1/1993	CF 24A BULLET JKT DIE SET 120525	0	0	0	USD
3006645	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET CAP PRESS	0	0	0	USD
3006647	0	Ammo		21 Lonoke, AR	12/1/1993	FAI SINGLE STA BODY FORMER 11007	0	0	0	USD
3006647	1	Ammo		21 Lonoke, AR	11/15/2001	OVH SS #965 R/C BODY FORMER	0	0	0	USD
3006647	2	Ammo		21 Lonoke, AR	9/15/2010	ADD'L HYDRAULIC PUMP #965 101662	0	0	0	USD
3006648	0	Ammo		21 Lonoke, AR	12/1/1993	SINGLE STA BODY FORMER 11066	0	0	0	USD
3006649	0	Ammo		21 Lonoke, AR	12/1/1993	FAI SINGLE STA BODY FORMER 110066 #966	0	0	0	USD
3006649	1	Ammo		21 Lonoke, AR	10/15/2008	ADD'L #966 BODY FORMER	0	0	0	USD
3006650	0	Ammo		21 Lonoke, AR	12/1/1993	SINGLE STA BODY FORMER 110066	0	0	0	USD
3006651	0	Ammo		21 Lonoke, AR	12/1/1993	FAI SINGLE STA BODY FORMER 110077	0	0	0	USD
3006652	0	Ammo		21 Lonoke, AR	12/1/1993	SINGLE STA BODY FORMER 110066	0	0	0	USD
3006653	0	Ammo		21 Lonoke, AR	12/1/1993	FAI SINGLE STA BODY FORMER 110077	0	0	0	USD
3006653	1	Ammo		21 Lonoke, AR	12/15/2004	ADD'L UPGRADE #963 BODY FORMER	0	0	0	USD
3006655	0	Ammo		21 Lonoke, AR	12/1/1993	FAI SINGLE STA BODY FORMER 110077 #969	0	0	0	USD
3006655	1	Ammo		21 Lonoke, AR	9/15/2010	ADD'L HYDRAULIC PUMP #969 101662	0	0	0	USD
3006656	0	Ammo		21 Lonoke, AR	12/1/1993	SINGLE STA BODY FORMER 110066	0	0	0	USD
3006656	2	Ammo		21 Lonoke, AR	12/15/2009	ADD'L REBUILD #970 BODY FORMER 101490	0	0	0	USD
3006657	0	Ammo		21 Lonoke, AR	12/1/1993	FAI SINGLE STA BODY FORMER 110077	0	0	0	USD
3006657	1	Ammo		21 Lonoke, AR	3/15/2003	R/C HYDROSTATIC PUMP	0	0	0	USD
3006752	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET 12 GA HP-CAP PRESS O S S	0	0	0	USD
3006753	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET - 12 GA TARGET O S S	0	0	0	USD
3006754	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET CAP PRESS 16 GA 1B O S S	0	0	0	USD
3006755	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET CAP PRESS 20GA LB O S S	0	0	0	USD
3006756	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET CAP PRESS 12 GA LB O S S	0	0	0	USD
3006757	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET CAP PRESS 12 GA LB O S S	0	0	0	USD
3006758	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET CAP PRESS KGA 4B - 2 O S S	0	0	0	USD
3006759	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET 8 GA O S S	0	0	0	USD
3006760	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET 20GA TARGET O S S	0	0	0	USD
3006762	0	Ammo		21 Lonoke, AR	12/1/1993	DIE SET 12 GA O S S	0	0	0	USD
3006767	0	Ammo		21 Lonoke, AR	12/1/1993	H WAD MOLD 9MM	0	0	0	USD
3006779	0	Ammo		21 Lonoke, AR	12/1/1993	E8012-67 PROF GA SECT. 62-00067	0	0	0	USD
3006782	0	Ammo		21 Lonoke, AR	12/1/1993	RC GAGETALKER WORKSTATION 120528	0	0	0	USD
3006782	1	Ammo		21 Lonoke, AR	4/15/1999	ADD'L UPGRADE GAGETALKER	0	0	0	USD
3006783	0	Ammo		21 Lonoke, AR	12/1/1993	AHP GAGETALKER WORKSTATION 120528	0	0	0	USD
3006783	1	Ammo		21 Lonoke, AR	4/15/1999	ADD'L UPGRADE GAGETALKER	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3006784	0	Ammo		21 Lonoke, AR	12/1/1993	AHP GAGETALKER WORKSTATION 120528	0	0	0	USD
3006784	1	Ammo		21 Lonoke, AR	4/15/1999	ADD'L UPGRADE GAGETALKER	0	0	0	USD
3006785	0	Ammo		21 Lonoke, AR	12/1/1993	AHP GAGETALKER WORKSTATION 120528	0	0	0	USD
3006785	1	Ammo		21 Lonoke, AR	4/15/1999	ADD'L UPGRADE GAGETALKER	0	0	0	USD
3006786	0	Ammo		21 Lonoke, AR	12/1/1993	AHP GAGETALKER WORKSTATION 120528	0	0	0	USD
3006786	1	Ammo		21 Lonoke, AR	4/15/1999	ADD'L UPGRADE GAGETALKER	0	0	0	USD
3006787	0	Ammo		21 Lonoke, AR	12/1/1993	AHP GAGETALKER WORKSTATION 120528	0	0	0	USD
3006787	1	Ammo		21 Lonoke, AR	4/15/1999	ADD'L UPGRADE GAGETALKER	0	0	0	USD
3006790	0	Ammo		21 Lonoke, AR	2/15/1994	E1724-66 HEX REC GAGE 35 WHELM 120096	0	0	0	USD
3006791	0	Ammo		21 Lonoke, AR	3/15/1994	D259-66 OPEN HEX REC GA-2 120587	0	0	0	USD
3006792	0	Ammo		21 Lonoke, AR	3/15/1994	D261-66 OPEN HEX REC GA2 120587	0	0	0	USD
3006793	0	Ammo		21 Lonoke, AR	3/15/1994	D260-66 OPEN HEX REC GA2 120587	0	0	0	USD
3006794	0	Ammo		21 Lonoke, AR	3/15/1994	D262-66 OPEN HEX REC GA-2 120587	0	0	0	USD
3006795	0	Ammo		21 Lonoke, AR	3/15/1994	E340-63 RECEIVING GAGE 2-120587	0	0	0	USD
3006796	0	Ammo		21 Lonoke, AR	3/15/1994	E1745-66 RECEIVING GAGE 2 -120587	0	0	0	USD
3006797	0	Ammo		21 Lonoke, AR	3/15/1994	E339-63 RECEIVING GAGE 2 120587	0	0	0	USD
3006798	0	Ammo		21 Lonoke, AR	3/15/1994	E-1746-66 RECEIVING GAGE 2 -120587	0	0	0	USD
3006799	0	Ammo		21 Lonoke, AR	8/15/1994	D415-67 PROFILE SECT. 6.5 x 55 2277 SWED GA	0	0	0	USD
3006800	0	Ammo		21 Lonoke, AR	10/15/1994	D415-67 6.5 x 55 SWEDISH RIFLE GA 2247	0	0	0	USD
3006801	0	Ammo		21 Lonoke, AR	10/15/1994	CF LEAD BULLET LIFT 255Y 2244	0	0	0	USD
3006805	0	Ammo		21 Lonoke, AR	2/15/1994	GAGETALKER WORKSTATION SS LD 120548	0	0	0	USD
3006805	1	Ammo		21 Lonoke, AR	4/15/1999	ADD'L UPGRADE GAGETALKER	0	0	0	USD
3006806	0	Ammo		21 Lonoke, AR	2/15/1994	GAGETALKER WORKSTATION SS LD 120548	0	0	0	USD
3006806	1	Ammo		21 Lonoke, AR	4/15/1999	ADD'L UPGRADE GAGETALKER	0	0	0	USD
3006807	0	Ammo		21 Lonoke, AR	2/15/1994	GAGETALKER WORKSTATION RF LD 120548	0	0	0	USD
3006807	1	Ammo		21 Lonoke, AR	4/15/1999	ADD'L UPGRADE GAGETALKER	0	0	0	USD
3007126	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #322 WITH STRIPPER ASSY	0	0	0	USD
3007129	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #323 WITH STRIPPER ASSY	0	0	0	USD
3007131	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #325 WITH STRIPPER ASSY	0	0	0	USD
3007134	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #326 WITH STRIPPER ASSY	0	0	0	USD
3007136	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #327 WITH STRIPPER ASSY	0	0	0	USD
3007136	1	Ammo		21 Lonoke, AR	10/15/2010	ADD'L #327 BLT ASSY FEEDERS 101658	0	0	0	USD
3007136	2	Ammo		21 Lonoke, AR	4/11/2014	UPGRADE DISPLAY #327 101869	0	0	0	USD
3007139	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #328 WITH STRIPPER ASSY	0	0	0	USD
3007139	1	Ammo		21 Lonoke, AR	10/15/2010	ADD'L #328 BLT ASSY FEEDERS 101658	0	0	0	USD
3007140	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #329 WITH STRIPPER ASSY	0	0	0	USD
3007141	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #330 WITH STRIPPER ASSY	0	0	0	USD
3007143	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #336 WITH STRIPPER ASSY	0	0	0	USD
3007145	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #338 WITH STRIPPER ASSY	0	0	0	USD
3007148	0	Ammo		21 Lonoke, AR	8/14/1995	BULLET ASSEMBLY #339 WITH STRIPPER ASSY	0	0	0	USD
3007148	1	Ammo		21 Lonoke, AR	2/15/2005	ADD'L BOWL FEEDER	0	0	0	USD
3007151	0	Ammo		21 Lonoke, AR	8/14/1995	D420-67 COMBINATION GAGE	0	0	0	USD
3007152	0	Ammo		21 Lonoke, AR	8/14/1995	D420-67 COMBINATION GAGE	0	0	0	USD
3007155	0	Ammo		21 Lonoke, AR	8/14/1995	D416-67 COMBINATION GAGE	0	0	0	USD
3007157	0	Ammo		21 Lonoke, AR	8/14/1995	D419-67 COMBINATION GAGE	0	0	0	USD
3007159	0	Ammo		21 Lonoke, AR	8/14/1995	D423-67 COMBINATION GAGE	0	0	0	USD
3007161	0	Ammo		21 Lonoke, AR	8/14/1995	D423-67 COMBINATION GAGE	0	0	0	USD
3007164	0	Ammo		21 Lonoke, AR	9/15/1995	D422-67 COMBINATION GAGE	0	0	0	USD
3007166	0	Ammo		21 Lonoke, AR	9/15/1995	D422-67 COMBINATION GAGE	0	0	0	USD
3007172	0	Ammo		21 Lonoke, AR	8/14/1995	D416-67 PROFILE GAGE	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3007174	0	Ammo	21	Lonoke, AR	8/14/1995	D416-67 PROFILE GAGE	0	0	0	USD
3007175	0	Ammo	21	Lonoke, AR	8/14/1995	D417-67 PROFILE GAGE	0	0	0	USD
3007176	0	Ammo	21	Lonoke, AR	8/14/1995	D417-67 PROFILE GAGE	0	0	0	USD
3007178	0	Ammo	21	Lonoke, AR	8/14/1995	C25-67 PROFILE GAGE	0	0	0	USD
3007180	0	Ammo	21	Lonoke, AR	8/14/1995	C25-67 PROFILE GAGE	0	0	0	USD
3007182	0	Ammo	21	Lonoke, AR	8/14/1995	D408-68 PROFILE GAGE	0	0	0	USD
3007184	0	Ammo	21	Lonoke, AR	8/14/1995	D408-67 PROFILE GAGE	0	0	0	USD
3007188	0	Ammo	21	Lonoke, AR	9/15/1995	C144-63 RECEIVER GAGE	0	0	0	USD
3007191	0	Ammo	21	Lonoke, AR	9/15/1995	E1748-66 CLOSED HEX RECEIVER GAGE	0	0	0	USD
3007193	0	Ammo	21	Lonoke, AR	9/15/1995	E1748-66 CLOSED HEX RECEIVING GAGE	0	0	0	USD
3007196	0	Ammo	21	Lonoke, AR	9/15/1995	E1747-66 OPEN HEX RECEIVING GAGE	0	0	0	USD
3007199	0	Ammo	21	Lonoke, AR	9/15/1995	E1747-66 OPEN HEX RECEIVING GAGE	0	0	0	USD
3007201	0	Ammo	21	Lonoke, AR	9/15/1995	E1750-66 CLOSED HEX RECEIVING GAGE	0	0	0	USD
3007218	0	Ammo	21	Lonoke, AR	9/15/1995	E1750-66 CLOSED HEX RECEIVER GAGE	0	0	0	USD
3007220	0	Ammo	21	Lonoke, AR	9/15/1995	E1749-66 OPEN HEX RECEIVER GAGE	0	0	0	USD
3007222	0	Ammo	21	Lonoke, AR	9/15/1995	E1749-66 OPEN HEX RECEIVER GAGE	0	0	0	USD
3007449	0	Ammo	21	Lonoke, AR	11/15/1997	#271 DRAW PRESS OVERHAUL	0	0	0	USD
3007450	0	Ammo	21	Lonoke, AR	11/15/1997	AUTO CASER CHECK WEIGHER	0	0	0	USD
3007451	0	Ammo	21	Lonoke, AR	11/15/1997	#1312 RF GAGING SHAKER	0	0	0	USD
3007452	0	Ammo	21	Lonoke, AR	11/15/1997	#1313 RF GAGING SHAKER	0	0	0	USD
3007453	0	Ammo	21	Lonoke, AR	11/15/1997	#140A #4 BLISS HEADER	0	0	0	USD
3007454	0	Ammo	21	Lonoke, AR	11/15/1997	#4 BLISS HEADER #148	0	0	0	USD
3007477	0	Ammo	21	Lonoke, AR	7/15/1997	BATTERY CUP DIE SET # 820	0	0	0	USD
3007478	0	Ammo	21	Lonoke, AR	7/15/1997	BATTERY CUP DIE ST #828	0	0	0	USD
3007692	0	Ammo	21	Lonoke, AR	12/1/1993	REMINGTON PLANT SIGN	0	0	0	USD
3007711	0	Ammo	21	Lonoke, AR	6/15/1996	D424-67 357 SIG 125 SJHP GAGE	0	0	0	USD
3007721	0	Ammo	21	Lonoke, AR	3/15/1996	#286 BULLET ASSY - 162 BLISS	0	0	0	USD
3007721	1	Ammo	21	Lonoke, AR	5/6/2014	UPG DISPLAY #286 101863	0	0	0	USD
3007722	0	Ammo	21	Lonoke, AR	3/15/1996	#290 BULLET ASSY - 162 BLISS	0	0	0	USD
3007722	1	Ammo	21	Lonoke, AR	4/11/2014	UPGRADE DISPLAY #290 101869	0	0	0	USD
3007724	0	Ammo	21	Lonoke, AR	6/15/1996	ADDL-HALF HEAD DIE SET #404	0	0	0	USD
3007725	0	Ammo	21	Lonoke, AR	8/15/1996	ADDL-HALF HEAD DIE SET #406	0	0	0	USD
3007728	0	Ammo	21	Lonoke, AR	9/15/1996	OPEN HEX RECEIVER GAGE E1752-66	0	0	0	USD
3007729	0	Ammo	21	Lonoke, AR	9/15/1996	OPEN HEX RECEIVER GAGE E1752-66	0	0	0	USD
3007731	0	Ammo	21	Lonoke, AR	5/15/1996	#341 NATIONAL SINGLE DIE HEADER	0	0	0	USD
3007731	2	Ammo	21	Lonoke, AR	3/15/2011	ADD'L WIRE FEED INDEXING #341 101684	0	0	0	USD
3007762	1	Ammo	21	Lonoke, AR	6/15/2001	MODIFY SIGN	0	0	0	USD
3007813	0	Ammo	21	Lonoke, AR	6/15/1997	D432-67 COMBINATION GAGE 22 WIN MAG	0	0	0	USD
3007815	0	Ammo	21	Lonoke, AR	6/15/1997	EX1759-66 GAGE 22 WIN MAG	0	0	0	USD
3008069	0	Ammo	21	Lonoke, AR	12/1/1993	UNIVERSAL RECEIVER	0	0	0	USD
3008072	0	Ammo	21	Lonoke, AR	12/1/1993	SPECTROPHOTOMETER 120462	0	0	0	USD
3008081	0	Ammo	21	Lonoke, AR	12/1/1993	X-RAY EQUIPMENT AND ACCESSORIES	0	0	0	USD
3008085	0	Ammo	21	Lonoke, AR	12/1/1993	PORTABLE VACUUM EXPL PROOF	0	0	0	USD
3008092	0	Ammo	21	Lonoke, AR	12/1/1993	TEST BOMB INSTRUMNETATION R&D 120512	0	0	0	USD
3008111	0	Ammo	21	Lonoke, AR	6/14/1995	SCBA UNIT WITH TANK	0	0	0	USD
3008117	0	Ammo	21	Lonoke, AR	8/15/1996	CF LOAD VACUUM CLEANER	0	0	0	USD
3008118	0	Ammo	21	Lonoke, AR	8/15/1997	BURDIX EKG MACHINE	0	0	0	USD
3008119	0	Ammo	21	Lonoke, AR	1/13/1995	LAMINATOR MACHINE	0	0	0	USD
3008120	0	Ammo	21	Lonoke, AR	8/14/1995	TOOL ORGANIZATION CABINET	0	0	0	USD
3008772	0	Ammo	21	Lonoke, AR	8/4/1995	ADDL BULLET ASSEMBLY #324 WITH STRIPER ASSY	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3008805	0	Ammo	21	Lonoke, AR	12/1/1993	DUCTWORK - RANGE EXHAUST - BALLISTICS	0	0	0	USD
3008806	0	Ammo	21	Lonoke, AR	12/1/1993	DUCTWORK - BULLET TRAP EXHAUST - BALLISTICS	0	0	0	USD
3008814	0	Ammo	21	Lonoke, AR	12/1/1993	PORTABLE VACUUM-EXPL. PROOF	0	0	0	USD
3008821	0	Ammo	21	Lonoke, AR	12/1/1993	MODUPURE SYSTEM 100068	0	0	0	USD
3008840	0	Ammo	21	Lonoke, AR	12/15/1997	ACOUSTIC TARGET	0	0	0	USD
3008841	1	Ammo	21	Lonoke, AR	1/15/1998	ADD'L COST AIR CONDITIONER	0	0	0	USD
3008843	0	Ammo	21	Lonoke, AR	12/15/1997	ADD'L TELEPHONE CABLING	0	0	0	USD
3008847	0	Ammo	21	Lonoke, AR	12/15/1997	BULLET LUBE CRANE SYSTEM	0	0	0	USD
3008848	0	Ammo	21	Lonoke, AR	12/15/1997	#189/190 #62 DRAW CONVEYOR	0	0	0	USD
3008848	1	Ammo	21	Lonoke, AR	3/15/2000	ADD'L REV #189 DRAW PRESS 100698	0	0	0	USD
3008849	0	Ammo	21	Lonoke, AR	12/15/1997	RF DIA & LENGTH GAGING SHAKER	0	0	0	USD
3008885	0	Ammo	21	Lonoke, AR	1/15/1998	SHOT TOWER SCREEN DRIVE	0	0	0	USD
3008886	0	Ammo	21	Lonoke, AR	1/15/1998	PORTABLE TILTER	0	0	0	USD
3008900	1	Ammo	21	Lonoke, AR	12/15/2005	SS PRINTER UV SYSTEM	0	0	0	USD
3008900	2	Ammo	21	Lonoke, AR	10/15/2006	ADD'L FEED SYSTEM	0	0	0	USD
3008903	0	Ammo	21	Lonoke, AR	2/25/1998	SIEVES STORAGE RACKS	0	0	0	USD
3008904	0	Ammo	21	Lonoke, AR	2/25/1998	MUFFLE FURNACE/CHEM LAB	0	0	0	USD
3008910	0	Ammo	21	Lonoke, AR	3/15/1998	PRIMER COMPONENT WASH UNIT 2578/100405	0	0	0	USD
3008910	1	Ammo	21	Lonoke, AR	2/15/2007	ADD'L WASH CONTROLS	0	0	0	USD
3008911	0	Ammo	21	Lonoke, AR	3/15/1998	PISTOL LOADER CONVERSION KIT 2607/100439	0	0	0	USD
3008928	0	Ammo	21	Lonoke, AR	5/15/1998	EXHAUST FAN - SS SALVAGE	0	0	0	USD
3008931	0	Ammo	21	Lonoke, AR	6/15/1998	PRIMER CUP DIE SET	0	0	0	USD
3008961	0	Ammo	21	Lonoke, AR	8/15/1998	RF SCRAP POWDER EQUIPMENT	0	0	0	USD
3008962	0	Ammo	21	Lonoke, AR	8/15/1998	CF LEAD AREA SCALE	0	0	0	USD
3008970	0	Ammo	21	Lonoke, AR	9/15/1998	COMPACTION PRESS TOOLING	0	0	0	USD
3008971	0	Ammo	21	Lonoke, AR	9/15/1998	IMPRESX MACHINE	0	0	0	USD
3008972	0	Ammo	21	Lonoke, AR	9/15/1998	BRIDGE/CRANE HOIST	0	0	0	USD
3008975	0	Ammo	21	Lonoke, AR	9/15/1998	MILWAUKEE BASE DRILL PRESS	0	0	0	USD
3008979	0	Ammo	21	Lonoke, AR	10/15/1998	LEAD STYPHNATE PROCESS CONTROL SYSTEM	0	0	0	USD
3008979	1	Ammo	21	Lonoke, AR	8/15/1999	UPDATE LEAD STYPHNATE CONTROLS	0	0	0	USD
3008979	2	Ammo	21	Lonoke, AR	6/15/2000	TETRAZENE PROCESS CONTROLS	0	0	0	USD
3008980	2	Ammo	21	Lonoke, AR	12/15/1998	ADD'L MODIFY 9MM LOADER #10	0	0	0	USD
3008980	3	Ammo	21	Lonoke, AR	8/15/2001	POWDER INSPECTION SYSTEM	0	0	0	USD
3008980	4	Ammo	21	Lonoke, AR	12/15/2004	ADD'L POWDER DETECTS	0	0	0	USD
3008982	0	Ammo	21	Lonoke, AR	10/15/1998	PHOTOPOLYMER PLATEMAKER	0	0	0	USD
3008983	0	Ammo	21	Lonoke, AR	10/15/1998	MAINT SKILLS TEST UNIT	0	0	0	USD
3008985	0	Ammo	21	Lonoke, AR	10/15/1998	OKAMOTO SURFACE GRINDER	0	0	0	USD
3008986	0	Ammo	21	Lonoke, AR	10/15/1998	DELTRONIC OPTICAL COMPARATOR	0	0	0	USD
3008987	0	Ammo	21	Lonoke, AR	10/15/1998	WIRETAINER STAND	0	0	0	USD
3008995	0	Ammo	21	Lonoke, AR	1/15/1998	Printer, Inside Scale/Printer - Mettler Toledo	0	0	0	USD
3009007	0	Ammo	21	Lonoke, AR	12/15/1998	YALE MPB040AC PALLET JACK - #62	0	0	0	USD
3009008	0	Ammo	21	Lonoke, AR	12/15/1998	CHEM LAB WORK BENCH	0	0	0	USD
3009019	0	Ammo	21	Lonoke, AR	1/15/1999	COORDINATE MEASURING MACHINE	0	0	0	USD
3009031	0	Ammo	21	Lonoke, AR	2/15/1999	COMPACTING PRESS (LONOKE)	0	0	0	USD
3009031	1	Ammo	21	Lonoke, AR	8/15/2003	ADD'L BULLET PRESS	0	0	0	USD
3009032	0	Ammo	21	Lonoke, AR	2/15/1999	COMPACTING PRESS (from ETOWN) #236A	0	0	0	USD
3009038	0	Ammo	21	Lonoke, AR	3/15/1999	VISION INSPECTION SYSTEM	0	0	0	USD
3009039	0	Ammo	21	Lonoke, AR	3/15/1999	VISION INSPECTION SYSTEM	0	0	0	USD
3009040	0	Ammo	21	Lonoke, AR	3/15/1999	VISION INSPECTION SYSTEM	0	0	0	USD
3009043	0	Ammo	21	Lonoke, AR	3/15/1999	D&A TRIPOD ANVIL DIE SET O S S	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3009044	0	Ammo	21	Lonoke, AR	3/15/1999	PERCUSSION CAP DIE SET O S S	0	0	0	USD
3009047	0	Ammo	21	Lonoke, AR	3/15/1999	PRINTER PLATFORM	0	0	0	USD
3009048	0	Ammo	21	Lonoke, AR	3/15/1999	PRINTER PLATFORM	0	0	0	USD
3009049	0	Ammo	21	Lonoke, AR	3/15/1999	PRINTER PLATFORM	0	0	0	USD
3009053	0	Ammo	21	Lonoke, AR	3/15/1999	SS CAP PRESS WATER LINE	0	0	0	USD
3009053	1	Ammo	21	Lonoke, AR	4/15/2005	ADD'L REVERSE OSMOSIS UNIT	0	0	0	USD
3009057	0	Ammo	21	Lonoke, AR	4/15/1999	RF PRIMING DUCTWORK	0	0	0	USD
3009059	0	Ammo	21	Lonoke, AR	4/15/1999	RANDOM CASE SEAL MACHINE 2ND FLR	0	0	0	USD
3009061	0	Ammo	21	Lonoke, AR	4/15/1999	SS LOAD GAGETALKER WORKSTATION	0	0	0	USD
3009062	0	Ammo	21	Lonoke, AR	4/15/1999	SS LOAD GAGETALKER WORKSTATION	0	0	0	USD
3009063	0	Ammo	21	Lonoke, AR	4/15/1999	SS LOAD GAGETALKER WORKSTATION	0	0	0	USD
3009075	0	Ammo	21	Lonoke, AR	5/15/1999	SHOT TOWER SEWING MACHINE	0	0	0	USD
3009086	1	Ammo	21	Lonoke, AR	12/15/2004	ADD'L POWDER DETECTS	0	0	0	USD
3009088	0	Ammo	21	Lonoke, AR	6/15/1999	YORK CHILLER	0	0	0	USD
3009088	1	Ammo	21	Lonoke, AR	2/15/2007	ADD'L YORK CHILLER ROTARY CAM	0	0	0	USD
3009089	1	Ammo	21	Lonoke, AR	5/15/2000	CF BONDED BULLET - RELOCATION	0	0	0	USD
3009089	2	Ammo	21	Lonoke, AR	10/15/2001	ADD'L CORE LOCK	0	0	0	USD
3009089	4	Ammo	21	Lonoke, AR	1/15/2007	ADD'L FEED SYSTEM #368	0	0	0	USD
3009105	0	Ammo	21	Lonoke, AR	7/15/1999	SHOTSHELL HEAD PULL TEST UNIT 2724/100546	0	0	0	USD
3009110	0	Ammo	21	Lonoke, AR	8/15/1999	CRANE SYSTEM/HOIST	0	0	0	USD
3009111	0	Ammo	21	Lonoke, AR	8/15/1999	CF LOAD DOCK LEVELER	0	0	0	USD
3009113	0	Ammo	21	Lonoke, AR	8/15/1999	WIRE WELDER	0	0	0	USD
3009120	0	Ammo	21	Lonoke, AR	9/15/1999	SABOT SLUG MOLD	0	0	0	USD
3009121	0	Ammo	21	Lonoke, AR	9/15/1999	MOSQUITO SPRAYING EQUIPMENT 100664	0	0	0	USD
3009148	0	Ammo	21	Lonoke, AR	10/15/1999	BLDG 712 PROCESS CONTROLS	0	0	0	USD
3009155	0	Ammo	21	Lonoke, AR	11/15/1999	REBUILD HEADER #139	0	0	0	USD
3009156	0	Ammo	21	Lonoke, AR	11/15/1999	REBUILT HEADER #149	0	0	0	USD
3009156	1	Ammo	21	Lonoke, AR	5/15/2006	ADD'L CF #149 HEADER	0	0	0	USD
3009157	0	Ammo	21	Lonoke, AR	11/15/1999	PRIMER CUP MIST COLLECTOR	0	0	0	USD
3009162	0	Ammo	21	Lonoke, AR	12/15/1999	CF FURNACE DRYER #726	0	0	0	USD
3009186	0	Ammo	21	Lonoke, AR	2/15/2000	24A WFF CUPPING DIE SET 100676	0	0	0	USD
3009188	0	Ammo	21	Lonoke, AR	2/15/2000	SCHAUER LATHE W/JAW CHUCKS 100708	0	0	0	USD
3009189	0	Ammo	21	Lonoke, AR	2/15/2000	SCHAUER LATHE W/JAW CHUCKS 100708	0	0	0	USD
3009190	0	Ammo	21	Lonoke, AR	2/15/2000	SCHAUER LATHE W/JAW CHUCKS 100708	0	0	0	USD
3009192	0	Ammo	21	Lonoke, AR	2/15/2000	YALE MPB040AC PALLET JACK 100709 - #74	0	0	0	USD
3009215	0	Ammo	21	Lonoke, AR	3/15/2000	PERKINS TOOL MODULE	0	0	0	USD
3009216	0	Ammo	21	Lonoke, AR	3/15/2000	PERKINS TOOL MODULE	0	0	0	USD
3009217	0	Ammo	21	Lonoke, AR	3/15/2000	LEAD BILLET EXTRACTOR	0	0	0	USD
3009218	0	Ammo	21	Lonoke, AR	3/15/2000	PREFILTER HOLD TANK PUMP BLDG 736 100652	0	0	0	USD
3009220	0	Ammo	21	Lonoke, AR	3/15/2000	SS GRAPHITE COLLECTION SYS 100667	0	0	0	USD
3009222	0	Ammo	21	Lonoke, AR	3/15/2000	YALE MLW060 HAND TRUCK 100684 - #82	0	0	0	USD
3009223	0	Ammo	21	Lonoke, AR	3/15/2000	RF STEAM CONDENSATE RETURN 100687	0	0	0	USD
3009224	0	Ammo	21	Lonoke, AR	3/15/2000	SS STEAM CONDENSATE RETURN	0	0	0	USD
3009225	0	Ammo	21	Lonoke, AR	3/15/2000	BILLET CONVEYOR 2848/100699	0	0	0	USD
3009226	0	Ammo	21	Lonoke, AR	3/15/2000	MODEL SB CONVEYOR-PEAN PLTG 100700	0	0	0	USD
3009227	0	Ammo	21	Lonoke, AR	3/15/2000	PEEN PLATE VIBRA FEEDER	0	0	0	USD
3009229	2	Ammo	21	Lonoke, AR	2/15/2003	ADD'L AUTO TRAY FEED	0	0	0	USD
3009229	3	Ammo	21	Lonoke, AR	12/15/2004	ADD'L COOLING IPS	0	0	0	USD
3009229	4	Ammo	21	Lonoke, AR	8/15/2008	ADD'L RETURN CONVEYOR SYSTEM	0	0	0	USD
3009264	0	Ammo	21	Lonoke, AR	4/15/2000	D437-67 1ST DRW OD GAGES-2 100519	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3009265	0	Ammo	21	Lonoke, AR	4/15/2000	D435-67 2ND DRW, OD GAGES-2	0	0	0	USD
3009266	0	Ammo	21	Lonoke, AR	4/15/2000	D436-67 FINAL DRW OD GAGES-2 100519	0	0	0	USD
3009267	0	Ammo	21	Lonoke, AR	4/15/2000	D305-63A DRW WALL VARI GAGE-2 100519	0	0	0	USD
3009268	0	Ammo	21	Lonoke, AR	4/15/2000	D-438-67 HEADING COMBO GAGE-2	0	0	0	USD
3009269	0	Ammo	21	Lonoke, AR	4/15/2000	D439-67 HT COMBO GAGES-2	0	0	0	USD
3009271	0	Ammo	21	Lonoke, AR	4/15/2000	D276-66 OPEN HEX REC GAGE-2	0	0	0	USD
3009272	0	Ammo	21	Lonoke, AR	4/15/2000	D275-66 CLOSED HEX REC GAGE-2	0	0	0	USD
3009273	0	Ammo	21	Lonoke, AR	4/15/2000	PAI GENERATOR	0	0	0	USD
3009274	0	Ammo	21	Lonoke, AR	4/15/2000	PLANT AIR COMPRESSOR - SHOTSHELL	0	0	0	USD
3009275	0	Ammo	21	Lonoke, AR	4/15/2000	SURFACE GRINDER-CF KITTING	0	0	0	USD
3009276	0	Ammo	21	Lonoke, AR	4/15/2000	RF CUP-WATER SOFTENER	0	0	0	USD
3009277	0	Ammo	21	Lonoke, AR	4/15/2000	MILLING MACHINE-ENGINEERING 100710	0	0	0	USD
3009278	0	Ammo	21	Lonoke, AR	4/15/2000	PR MOISTURE ANALYZER	0	0	0	USD
3009279	0	Ammo	21	Lonoke, AR	7/1/1998	ELECTRIC PRIMER ASSEMBLY PRESS	0	0	0	USD
3009279	1	Ammo	21	Lonoke, AR	6/1/1998	ADD'L ELECTRIC PRIMER PRESS	0	0	0	USD
3009279	2	Ammo	21	Lonoke, AR	2/28/1999	ADD'L COST ELECTRIC PRIMER PRESS	0	0	0	USD
3009279	3	Ammo	21	Lonoke, AR	2/15/2007	ADD'L UPGRADE #840	0	0	0	USD
3009333	0	Ammo	21	Lonoke, AR	6/15/2000	STORES PAPER CUTTER- In the store as of Dec 2011	0	0	0	USD
3009356	0	Ammo	21	Lonoke, AR	7/15/2000	CF PLT TEMPERATURE CONTROL SYSTEM	0	0	0	USD
3009357	0	Ammo	21	Lonoke, AR	7/15/2000	CF #150 HEADING PRESS	0	0	0	USD
3009542	0	Ammo	21	Lonoke, AR	3/15/2001	BULLET ASSEMBLY WFF #237A 100854	0	0	0	USD
3009560	1	Ammo	21	Lonoke, AR	6/15/2002	SLURRY TANK CONTROLS	0	0	0	USD
3009573	0	Ammo	21	Lonoke, AR	7/15/2001	223 DISINTEGRATOR #321	0	0	0	USD
3009575	0	Ammo	21	Lonoke, AR	7/15/2001	LEAD REMELT JIB CRANE	0	0	0	USD
3009744	0	Ammo	21	Lonoke, AR	9/15/2001	PR WATER FILTER	0	0	0	USD
3010410	0	Ammo	21	Lonoke, AR	5/31/2005	50 Yds Range Enhancements - 24' x 24' Cover #950	0	0	0	USD
3010410	1	Ammo	21	Lonoke, AR	7/15/2005	300 YARD SHOOTING PLATFORM #952	0	0	0	USD
3010410	2	Ammo	21	Lonoke, AR	3/15/2008	500 YD SHOOTING POSITION	0	0	0	USD
3010777	0	Ammo	21	Lonoke, AR	2/15/2007	SPARE AIR CLUTCH/BRAKE	0	0	0	USD
3010782	0	Ammo	21	Lonoke, AR	2/15/2007	UPGRADE #598 RIFLE T&F	0	0	0	USD
3010784	0	Ammo	21	Lonoke, AR	2/15/2007	PR COMP PACK CODE EMBOSSE	0	0	0	USD
3010785	0	Ammo	21	Lonoke, AR	2/15/2007	CF PLATING CARBON FILTER	0	0	0	USD
3010789	0	Ammo	21	Lonoke, AR	2/15/2007	MAINTENANCE SCISSOR LIFT	0	0	0	USD
3010810	0	Ammo	21	Lonoke, AR	3/15/2007	BLISS HEADER #146-REBUILD	0	0	0	USD
3010811	0	Ammo	21	Lonoke, AR	3/15/2007	CF #1309 PEEN PLATE DRYER	0	0	0	USD
3010851	0	Ammo	21	Lonoke, AR	6/15/2007	SP RF CUPPING DIE SET	0	0	0	USD
3010853	0	Ammo	21	Lonoke, AR	6/15/2007	SP ROTARY FURNACE DRUM	0	0	0	USD
3010854	0	Ammo	21	Lonoke, AR	6/15/2007	GENERATOR - SHOT TOWER	0	0	0	USD
3010855	0	Ammo	21	Lonoke, AR	6/15/2007	GENERATOR - MAINTENANCE	0	0	0	USD
3010866	0	Ammo	21	Lonoke, AR	8/15/2007	BALLISTICS PEAK PRESSURE SYS 101319	0	0	0	USD
3010867	0	Ammo	21	Lonoke, AR	8/15/2007	BALLISTICS PEAK PRESSURE SYS	0	0	0	USD
3010868	0	Ammo	21	Lonoke, AR	8/15/2007	BALLISTICS PEAK PRESSURE SYS	0	0	0	USD
3010869	0	Ammo	21	Lonoke, AR	8/15/2007	BALLISTICS PEAK PRESSURE SYS 101319	0	0	0	USD
3010870	0	Ammo	21	Lonoke, AR	8/15/2007	BALLISTICS PEAK PRESSURE SYS 101319	0	0	0	USD
3010872	1	Ammo	21	Lonoke, AR	4/15/2008	ADD'L TOOL CHANGER & HEIGHT GAGE	0	0	0	USD
3010898	0	Ammo	21	Lonoke, AR	12/15/2007	TOOL INSP DIGITAL HEIGHT GAGE 101362	0	0	0	USD
3010899	0	Ammo	21	Lonoke, AR	12/15/2007	JOHN DEERE HX15 ROT CUTTER	0	0	0	USD
3010902	1	Ammo	21	Lonoke, AR	3/15/2008	ADD'L JACKET DRAW 240A	0	0	0	USD
3010903	0	Ammo	21	Lonoke, AR	12/15/2007	CAPITAL SPARE MOTOR	0	0	0	USD
3010918	0	Ammo	21	Lonoke, AR	1/15/2008	CASE TAPE MACHINE	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3010919	0	Ammo	21	Lonoke, AR	1/15/2008	CASE TAPE MACHINE	0	0	0	USD
3010925	1	Ammo	21	Lonoke, AR	11/15/2008	ADD'L INSULATE BOILER TANK	0	0	0	USD
3010928	0	Ammo	21	Lonoke, AR	2/15/2008	SHOT TOWER HOIST	0	0	0	USD
3010931	0	Ammo	21	Lonoke, AR	2/15/2008	CF PLATING CYANIDE TANK	0	0	0	USD
3010932	0	Ammo	21	Lonoke, AR	2/15/2008	MONOSET GRINDING MCH-USED	0	0	0	USD
3010933	0	Ammo	21	Lonoke, AR	2/15/2008	BRIDGEPORT MILLING MCH-USED	0	0	0	USD
3010950	0	Ammo	21	Lonoke, AR	3/15/2008	CNC ROTARY TABLE	0	0	0	USD
3010951	0	Ammo	21	Lonoke, AR	3/15/2008	WASTE TRMT PORTABLE PUMP	0	0	0	USD
3010962	0	Ammo	21	Lonoke, AR	4/15/2008	BALLISTICS PEAK MONITORING SYS 101371	0	0	0	USD
3010963	0	Ammo	21	Lonoke, AR	4/15/2008	BALLISTICS PEAK MONITORING SYS 101371	0	0	0	USD
3010964	0	Ammo	21	Lonoke, AR	4/15/2008	HAAS TL-2 TOOL ROOM LATHE	0	0	0	USD
3010974	0	Ammo	21	Lonoke, AR	5/15/2008	BALLISTICS AIR GAUGING EQUIP 101425	0	0	0	USD
3010975	0	Ammo	21	Lonoke, AR	5/15/2008	SS REGRIND CONVEYOR	0	0	0	USD
3010977	0	Ammo	21	Lonoke, AR	5/15/2008	MACHINE SHOP DRILL PRESS	0	0	0	USD
3010986	0	Ammo	21	Lonoke, AR	6/15/2008	AH&P YALE PALLET TRUCK	0	0	0	USD
3011000	0	Ammo	21	Lonoke, AR	7/15/2008	EXP 10117/10157 ACCUTIP GAGES	0	0	0	USD
3011005	0	Ammo	21	Lonoke, AR	7/15/2008	WASHING MACHINE	0	0	0	USD
3011024	0	Ammo	21	Lonoke, AR	8/15/2008	D491-67 GAGE 101457	0	0	0	USD
3011025	0	Ammo	21	Lonoke, AR	8/15/2008	D491-67 GAGE 101457	0	0	0	USD
3011026	0	Ammo	21	Lonoke, AR	8/15/2008	CART CADDY	0	0	0	USD
3011892	0	Ammo	21	Lonoke, AR	11/15/2008	20GA HEAT SET DRUM REWORKED	0	0	0	USD
3011896	0	Ammo	21	Lonoke, AR	11/15/2008	METTLER TOLEDO SCALES (2)	0	0	0	USD
3011993	0	Ammo	21	Lonoke, AR	1/15/2009	EX70760 COMBINATION GAGE 101472	0	0	0	USD
3011994	0	Ammo	21	Lonoke, AR	1/15/2009	V&O PRIMING PRESS	0	0	0	USD
3011995	0	Ammo	21	Lonoke, AR	1/15/2009	YALE MPB040E PALLET TRUCK	0	0	0	USD
3011999	0	Ammo	21	Lonoke, AR	2/15/2009	JDP DRILL PRESS 101500	0	0	0	USD
3012000	0	Ammo	21	Lonoke, AR	2/15/2009	ZEBRA BARCODE PRINTER	0	0	0	USD
3012001	0	Ammo	21	Lonoke, AR	2/15/2009	ZEBRA BARCODE PRINTER	0	0	0	USD
3012002	0	Ammo	21	Lonoke, AR	2/15/2009	BUGGY HANDLING TRUCK	0	0	0	USD
3012011	0	Ammo	21	Lonoke, AR	3/15/2009	HYDRAULIC BARREL DUMPER	0	0	0	USD
3012095	2	Ammo	21	Lonoke, AR	9/15/2009	ADD'L SEPERATOR & MILL 101466	0	0	0	USD
3012096	0	Ammo	21	Lonoke, AR	8/15/2009	BALLISTIC SENSOR VACUUM OVEN 101536	0	0	0	USD
3012097	0	Ammo	21	Lonoke, AR	8/15/2009	YALE MPB PALLET JACK # 81 101551	0	0	0	USD
3012175	0	Ammo	21	Lonoke, AR	1/15/2010	PALLET TRUCK YALE MPB040-E 101575	0	0	0	USD
3012177	0	Ammo	21	Lonoke, AR	1/15/2010	PALLET TRUCK YALE MPB040-E 101587	0	0	0	USD
3012179	0	Ammo	21	Lonoke, AR	1/15/2010	GAUGE-308 MARLIN EXPRESS 101590	0	0	0	USD
3012183	0	Ammo	21	Lonoke, AR	1/15/2010	Printer, MRP label finished goods- Zebra 101604	0	0	0	USD
3012203	0	Ammo	21	Lonoke, AR	2/15/2010	INDUSTRIAL LABEL PRINTER 101612	0	0	0	USD
3012468	1	Ammo	21	Lonoke, AR	12/3/2017	857 Charging Table Hollow Tubing 101932	0	0	0	USD
3012473	0	Ammo	21	Lonoke, AR	5/15/2010	CF FLOOR SCRUBBER 101645	0	0	0	USD
3012474	1	Ammo	21	Lonoke, AR	12/3/2017	575 Charging Table Hollow Tubing 101932	0	0	0	USD
3012475	1	Ammo	21	Lonoke, AR	12/3/2017	580 Charging Table Hollow Tubing 101932	0	0	0	USD
3012476	1	Ammo	21	Lonoke, AR	12/3/2017	585 Charging Table Hollow Tubing 101932	0	0	0	USD
3012477	1	Ammo	21	Lonoke, AR	12/3/2017	590 Charging Table Hollow Tubing 101932	0	0	0	USD
3012528	0	Ammo	21	Lonoke, AR	8/15/2010	MEDICAL AUDIOMETER 101663	0	0	0	USD
3012546	1	Ammo	21	Lonoke, AR	11/15/2010	ADD'L CASE COMPUTER PRINTER 101600	0	0	0	USD
3012552	0	Ammo	21	Lonoke, AR	10/15/2010	AMERICAN VAC EXPLOSIVE PROOF VAC 101610	0	0	0	USD
3012557	0	Ammo	21	Lonoke, AR	10/15/2010	DIGITAL INDICATOR SCALE 101688	0	0	0	USD
3012558	0	Ammo	21	Lonoke, AR	10/15/2010	DIGITAL INDICATOR SCALE 101688	0	0	0	USD
3012559	1	Ammo	21	Lonoke, AR	12/15/2010	ADD'L BYPASS LINE 101695	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3012705	0	Ammo	21	Lonoke, AR	1/15/2011	R&D EXPL PROOF VACUUM PUMP 101668	0	0	0	USD
3013160	0	Ammo	21	Lonoke, AR	4/15/2011	CF HEADTURN SINGLE LINE FEEDER 101649	0	0	0	USD
3013203	0	Ammo	21	Lonoke, AR	6/15/2011	#9 TRAY MOLD 101709	0	0	0	USD
3013205	0	Ammo	21	Lonoke, AR	6/15/2011	#10 TRAY MOLD 101709	0	0	0	USD
3013240	0	Ammo	21	Lonoke, AR	8/15/2011	20 RD #9 & #10 TRAY MOLD 101710	0	0	0	USD
3013248	0	Ammo	21	Lonoke, AR	9/15/2011	PILOT PLANT SERVER 101721	0	0	0	USD
3013250	0	Ammo	21	Lonoke, AR	9/15/2011	EXPLOSIVE PROOF REFRIGERATOR 101732	0	0	0	USD
3013290	0	Ammo	21	Lonoke, AR	12/15/2011	MITSUBISHI FX20K WIRE EDM 101743	28,373	-8,640	19,733	USD
3013291	0	Ammo	21	Lonoke, AR	12/15/2011	HVAC R&D WORKS AREA 101750	0	0	0	USD
3013292	1	Ammo	21	Lonoke, AR	5/15/2012	ADD'L INSTALLATION HEADER 101713	0	0	0	USD
3013442	0	Ammo	21	Lonoke, AR	8/15/2012	FISHER GLASS DOOR REFRIGERATOR 101778	0	0	0	USD
3013539	2	Ammo	21	Lonoke, AR	5/14/2013	ADD'L C-35 SHELL DRAW #255 101779	0	0	0	USD
3013540	2	Ammo	21	Lonoke, AR	5/14/2013	ADD'L 62D SHELL DRAW #267 101779	0	0	0	USD
3013541	2	Ammo	21	Lonoke, AR	5/14/2013	ADD'L 62D SHELL DRAW #269 101779	0	0	0	USD
3013727	0	Ammo	21	Lonoke, AR	12/15/2012	MICRO AIR UNIT SS 2ND FL 101789	0	0	0	USD
3013728	3	Ammo	21	Lonoke, AR	7/15/2013	REBUILD FEED #251 101783	0	0	0	USD
3014036	0	Ammo	21	Lonoke, AR	3/15/2013	RF FEED CONE/RING ASSY 101765	9,086	-2,365	6,721	USD
3014448	1	Ammo	21	Lonoke, AR	6/30/2017	Add'l WF6600 Blt Assy Press 232A 101771	0	0	0	USD
3014449	1	Ammo	21	Lonoke, AR	6/30/2017	Add'l WF6600 Blt Assy Press 233A 101771	0	0	0	USD
3014451	1	Ammo	21	Lonoke, AR	8/4/2014	ADD'L BONDED CORE CHECK WEIGHT 101854	0	0	0	USD
3014542	0	Ammo	21	Lonoke, AR	5/6/2014	UPG DISPLAY #355 101863	0	0	0	USD
3014543	0	Ammo	21	Lonoke, AR	5/6/2014	UPG DISPLAY #292 101863	0	0	0	USD
3014584	1	Ammo	21	Lonoke, AR	7/21/2014	High Speed Loader	0	0	0	USD
3014596	1	Ammo	21	Lonoke, AR	7/21/2014	National Header Draw 101826	0	0	0	USD
3014604	1	Ammo	21	Lonoke, AR	7/21/2014	PRIMING MACHINE #1	0	0	0	USD
3014605	1	Ammo	21	Lonoke, AR	7/21/2014	PRIMING MACHINE #2	0	0	0	USD
3014631	0	Ammo	21	Lonoke, AR	8/4/2014	BULLET PULL MACHINE 2A 101888	0	0	0	USD
3014632	0	Ammo	21	Lonoke, AR	8/29/2014	BULLET PULL MACHINE 2B 101888	0	0	0	USD
3014633	0	Ammo	21	Lonoke, AR	8/29/2014	BULLET PULL MACHINE 2C 101888	0	0	0	USD
3014637	11	Ammo	21	Lonoke, AR	8/15/2014	Lead Conveyor \$1350	0	0	0	USD
3014637	12	Ammo	21	Lonoke, AR	8/15/2014	Wire Winder System 101827	0	0	0	USD
3014745	1	Ammo	21	Lonoke, AR	9/21/2014	National Header Draw 101826	0	0	0	USD
3014749	1	Ammo	21	Lonoke, AR	7/21/2014	High Speed Loading 101829	0	0	0	USD
3014762	1	Ammo	21	Lonoke, AR	9/21/2014	PRIMING MACHINE #1 101844	0	0	0	USD
3014763	1	Ammo	21	Lonoke, AR	9/21/2014	PRIMING MACHINE #2	0	0	0	USD
3015202	0	Ammo	21	Lonoke, AR	7/21/2014	L2 Metal Cubbies-Primer Barricades	0	0	0	USD
3015385	0	Ammo	21	Lonoke, AR	12/19/2014	VASINI TRAY FILL 101845	0	0	0	USD
3016684	1	Ammo	21	Lonoke, AR	3/31/2017	Addtl Explosion Proof Ultrasonic Cleaner 101929	0	0	0	USD
3016755	0	Ammo	21	Lonoke, AR	3/31/2017	Bullet Traps - Shotgun Wet Recovery 101974E	0	0	0	USD
3016756	0	Ammo	21	Lonoke, AR	3/31/2017	Bullet Traps - Shotgun Wet Recovery 101974F	0	0	0	USD
3016837	0	Ammo	21	Lonoke, AR	6/1/2017	Guarding for 1 Machine 102001	0	0	0	USD
3016851	1	Ammo	21	Lonoke, AR	6/1/2017	Starrett Surface Plate Rolling Stand 102013	0	0	0	USD
3016933	0	Ammo	21	Lonoke, AR	10/31/2017	Mitutoyo Micrometer Set 102014/102004	0	0	0	USD
3016937	0	Ammo	21	Lonoke, AR	10/31/2017	Water Purifier 102028	0	0	0	USD
4000416	0	Ammo	21	Lonoke, AR	4/15/1994	HUTRON TRACKER/640 2043	0	0	0	USD
4000716	0	Ammo	21	Lonoke, AR	6/1/1996	SAP PERSONAL COMPUTER SYSTEM-RF SHELL	0	0	0	USD
4000868	0	Ammo	21	Lonoke, AR	1/15/1997	Printer, Warehouse office label - Zebra	0	0	0	USD
4000922	0	Ammo	21	Lonoke, AR	7/15/1997	PRE-MIX CONTROL COMPUTER	0	0	0	USD
4000990	0	Ammo	21	Lonoke, AR	11/15/1997	Computers, Central Stores- Dell and HP	0	0	0	USD
4001014	0	Ammo	21	Lonoke, AR	4/15/1997	AUTO CAD SOFTWARE	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
4001014	1	Ammo	21	Lonoke, AR	6/15/2008	ADD'L SOLID WORKS LICENSE	0	0	0	USD
4001015	0	Ammo	21	Lonoke, AR	4/15/1997	RSLOGIX SOFTWARE 2 EA	0	0	0	USD
4001124	0	Ammo	21	Lonoke, AR	4/1/1998	Printer, HP Laser - Purchasing	0	0	0	USD
4001210	0	Ammo	21	Lonoke, AR	5/15/1999	LADDER LOGISTICS SOFTWARE	0	0	0	USD
4001225	0	Ammo	21	Lonoke, AR	7/15/1999	HUMAN RESRCS ONLINE PERSONAL COMPUTER 2771/100651	0	0	0	USD
4001436	0	Ammo	21	Lonoke, AR	1/15/2007	Software, Time Centre Software/License 101238	0	0	0	USD
4001437	0	Ammo	21	Lonoke, AR	1/15/2007	Modem, Accutime Time Centre Data Clock 101238	0	0	0	USD
4001450	0	Ammo	21	Lonoke, AR	7/15/2007	MAINT EDM SOFTWARE 101334	0	0	0	USD
4001468	0	Ammo	21	Lonoke, AR	1/15/2008	Cabling, Fiber Internet 101348	0	0	0	USD
4001481	0	Ammo	21	Lonoke, AR	5/15/2008	MAINTENANCE AREA PLOTTER	0	0	0	USD
4001522	0	Ammo	21	Lonoke, AR	11/15/2008	CF LOAD MONITORING SYS	0	0	0	USD
4001523	0	Ammo	21	Lonoke, AR	11/15/2008	TRASH COMPACTOR MONITOR	0	0	0	USD
4001537	0	Ammo	21	Lonoke, AR	1/15/2009	HP Z6100PS 42" PLOTTER	0	0	0	USD
4001538	0	Ammo	21	Lonoke, AR	1/15/2009	HP500 COLOR PLOTTER	0	0	0	USD
4001575	0	Ammo	21	Lonoke, AR	12/15/2009	Tracking, Wireless System-Aruba on wall 101552	0	0	0	USD
4001588	0	Ammo	21	Lonoke, AR	1/15/2010	Server, HP Proliant Lonoke Network 101607	0	0	0	USD
4001589	0	Ammo	21	Lonoke, AR	1/15/2010	BALLISTICS VELOCITY SCREENS (6) 101619	0	0	0	USD
4001595	0	Ammo	21	Lonoke, AR	3/15/2010	BALLISTICS VELOCITY SCREENS (8) 101631	0	0	0	USD
4001600	0	Ammo	21	Lonoke, AR	4/15/2010	PLANT ELECTRONIC MESSAGING SYS 101583	0	0	0	USD
4001809	0	Ammo	21	Lonoke, AR	11/15/2010	QUALITY HEADTURN SPC INSP 101661	0	0	0	USD
4001810	0	Ammo	21	Lonoke, AR	11/15/2010	QUALITY HEADTURN SPC INSP 101661	0	0	0	USD
4001824	0	Ammo	21	Lonoke, AR	2/1/2011	Server, HP Proliant - Virtualization	0	0	0	USD
4002062	0	Ammo	21	Lonoke, AR	6/21/2013	Server, Exchange-HP Proliant DL580G7-LNS08EX01	0	0	0	USD
4002072	0	Ammo	21	Lonoke, AR	11/26/2013	Switch, Network & Transceiver- 101866	0	0	0	USD
4002072	1	Ammo	21	Lonoke, AR	1/29/2014	Switch, Network & Transceiver- Add'l - 101866	0	0	0	USD
4002122	0	Ammo	21	Lonoke, AR	10/15/2014	Server, HP Proliant - Qlikview 2 Server - 101892	0	0	0	USD
5000001	0	Ammo	21	Lonoke, AR	12/1/1993	CLARKLIFT ELECTRIC FORKLIFT TRUCK 7000# - #42	0	0	0	USD
5000001	2	Ammo	21	Lonoke, AR	2/15/2008	FORKLIFT #42 BATTERY	0	0	0	USD
5000004	0	Ammo	21	Lonoke, AR	12/1/1993	Truck, Electric Fork 6000#-Yale-Whse-#30 120627	0	0	0	USD
5000005	0	Ammo	21	Lonoke, AR	12/1/1993	PAYLOADER Y	0	0	0	USD
5000006	0	Ammo	21	Lonoke, AR	12/1/1993	DIESEL TRACTOR MODEL 2440	0	0	0	USD
5000007	0	Ammo	21	Lonoke, AR	12/1/1993	DIESEL TRACTOR JOHN DEERE MOD 6400	0	0	0	USD
5000009	0	Ammo	21	Lonoke, AR	12/1/1993	1988 FORD F250 PICKUP TRUCK U	0	0	0	USD
5000010	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - EXPLOSIVE BED BOX	0	0	0	USD
5000011	0	Ammo	21	Lonoke, AR	12/1/1993	1966 GMC FIRE TRUCK S/N V4001F31178E	0	0	0	USD
5000013	1	Ammo	21	Lonoke, AR	12/1/1993	MODIFICATIONS/3000 GAL TANK 110076	0	0	0	USD
5000018	0	Ammo	21	Lonoke, AR	12/1/1993	1989 FORD F6 POWDER TRUCK	0	0	0	USD
5000018	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - EXPLOSIVE BED BOX	0	0	0	USD
5000020	1	Ammo	21	Lonoke, AR	8/15/1996	ADDL - EXPLOSIVE BED BOX	0	0	0	USD
5000022	0	Ammo	21	Lonoke, AR	10/15/1994	CHEVROLET 1991 KODIAC TR 2239 1GBL7H1POMJ100560	0	0	0	USD
5000023	0	Ammo	21	Lonoke, AR	2/1/1996	SAFETY MODIFICATIONS TO LEASED	0	0	0	USD
5000032	0	Ammo	21	Lonoke, AR	12/1/1993	Truck, Electric Lift 6000#-Yale- #37	0	0	0	USD
5000035	0	Ammo	21	Lonoke, AR	12/1/1993	ELEC TELE TILING FORKLIFT WALKER - #4	0	0	0	USD
5000038	0	Ammo	21	Lonoke, AR	12/1/1993	ELEC TELE TILTING FORK LIFT W/ BATTERY - #5	0	0	0	USD
5000064	0	Ammo	21	Lonoke, AR	6/13/1995	YALE FORK LIFT TRUCK - #32	0	0	0	USD
5000080	0	Ammo	21	Lonoke, AR	6/15/1996	LINCOLN INDUSTRIAL SCRUBBER	0	0	0	USD
5000081	0	Ammo	21	Lonoke, AR	9/15/1996	Truck, Fork Lift-Yale-#45	0	0	0	USD
5000082	0	Ammo	21	Lonoke, AR	6/15/1997	Truck, Green Lift- Clark- #15	0	0	0	USD
5000089	0	Ammo	21	Lonoke, AR	12/1/1993	Truck, Electric Fork Lift 6000#- Yale- #31	0	0	0	USD
5000092	0	Ammo	21	Lonoke, AR	12/1/1993	Truck, Yellow Gas Forklift 6000LB-Yale- #14	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
5000094	0	Ammo	21	Lonoke, AR	12/15/1997	CLARK FORK TRUCK - #47	0	0	0	USD
5000095	0	Ammo	21	Lonoke, AR	8/15/1998	PRIMER DELIVERY TRUCK	0	0	0	USD
5000095	1	Ammo	21	Lonoke, AR	12/15/1998	ADD'L PRIMER DELIVERY TRUCK 2591/100427	0	0	0	USD
5000096	0	Ammo	21	Lonoke, AR	8/15/1998	WASTE DELIVERY TRUCK	0	0	0	USD
5000097	0	Ammo	21	Lonoke, AR	10/15/1998	UTILITY TRAILER	0	0	0	USD
5000098	0	Ammo	21	Lonoke, AR	2/15/1999	Truck, Fork Lift- Yale- #50	0	0	0	USD
5000100	0	Ammo	21	Lonoke, AR	1/15/2000	SHOT TOWER LIFT TRUCK - #85	0	0	0	USD
5000180	0	Ammo	21	Lonoke, AR	5/15/2014	1971 FORD DUMP TRUCK F600	0	0	0	USD
5000181	0	Ammo	21	Lonoke, AR	5/15/2014	1988 CHEV PICKUP TRUCK M-1500	0	0	0	USD
5000182	0	Ammo	21	Lonoke, AR	5/15/2014	1988 CHEV PICKUP TRUCK M-1500	0	0	0	USD
5000183	0	Ammo	21	Lonoke, AR	5/15/2014	1991 FORD TRUCK	0	0	0	USD
6000152	2	Ammo	21	Lonoke, AR	2/15/2000	SURVEILLANCE CAMERA - 2 100715	0	0	0	USD
6000156	0	Ammo	21	Lonoke, AR	12/1/1993	MOVABLE PARTITIONS - GATE HOUSE	0	0	0	USD
6000157	0	Ammo	21	Lonoke, AR	12/1/1993	MOVABLE PARTITIONS - WAREHOUSE	0	0	0	USD
6000157	1	Ammo	21	Lonoke, AR	12/1/1993	MOVEABLE PARTITION-STORES OFFICE	0	0	0	USD
6000158	0	Ammo	21	Lonoke, AR	12/1/1993	PARTITIONS-EPT TRAINING ROOMS U	0	0	0	USD
6000159	0	Ammo	21	Lonoke, AR	12/1/1993	PAI PARTITIONS-ACCOUNTING U	0	0	0	USD
6000178	0	Ammo	21	Lonoke, AR	12/1/1993	R&D LAB CASEWORK	0	0	0	USD
6000186	0	Ammo	21	Lonoke, AR	12/1/1993	MODULAR WORK STATION #610 100058	0	0	0	USD
6000187	0	Ammo	21	Lonoke, AR	12/1/1993	MOVABLE PARTITIONS - ADMIN & CF	0	0	0	USD
6000188	0	Ammo	21	Lonoke, AR	12/1/1993	MOVABLE PARTITIONS - SHOTSHELL	0	0	0	USD
6000189	0	Ammo	21	Lonoke, AR	12/1/1993	MOVABLE PARTITIONS - PRIMER MFG.	0	0	0	USD
6000190	0	Ammo	21	Lonoke, AR	12/1/1993	MOVEABLE PARTITIONS-DRAFTING AREA	0	0	0	USD
6000191	0	Ammo	21	Lonoke, AR	12/1/1993	MOVEABLE PARTITION-ENGINEERING	0	0	0	USD
6000192	0	Ammo	21	Lonoke, AR	12/1/1993	MOVEABLE PARTITION-C.F. LOAD	0	0	0	USD
6000193	0	Ammo	21	Lonoke, AR	12/1/1993	MOVEABLE PARTITION-COMPUTER ROOM	0	0	0	USD
6000194	0	Ammo	21	Lonoke, AR	12/1/1993	MOVEABLE PARTITION-C.F. OFFICE	0	0	0	USD
6000195	0	Ammo	21	Lonoke, AR	12/1/1993	MOVEABLE PARTITION-SS. OFFICE	0	0	0	USD
6000196	0	Ammo	21	Lonoke, AR	12/1/1993	OFFICE PARTITIONING U	0	0	0	USD
6000197	0	Ammo	21	Lonoke, AR	12/1/1993	ACCORDIAN PARTITION-LRG SS CONF U	0	0	0	USD
6000198	0	Ammo	21	Lonoke, AR	12/1/1993	PRIMER WHSE STORAGE FIXTURES-SS CON	0	0	0	USD
6000199	0	Ammo	21	Lonoke, AR	12/1/1993	PARTITIONS - SS PACK OFFICE	0	0	0	USD
6001265	0	Ammo	21	Lonoke, AR	11/15/1999	GAGE LAB STORAGE CABINET 100674	0	0	0	USD
6001284	0	Ammo	21	Lonoke, AR	1/15/2008	HIGH SPEED DIGITAL CAMERA	0	0	0	USD
6001328	0	Ammo	21	Lonoke, AR	4/15/2010	CAFETERIA SOUND SYSTEM 101618	0	0	0	USD
6001409	0	Ammo	21	Lonoke, AR	10/15/2010	UNIMAC CLOTHES DRYER 101693	0	0	0	USD
7000045	0	Ammo	21	Lonoke, AR	12/1/1993	OLD BULT WASH DRIVE LINE	0	0	0	USD
7000046	0	Ammo	21	Lonoke, AR	12/1/1993	NEUTRALIZATION PIPING	0	0	0	USD
7000047	0	Ammo	21	Lonoke, AR	12/1/1993	NEUTRALIZATION PIPING	0	0	0	USD
7000048	0	Ammo	21	Lonoke, AR	12/1/1993	NEUTRALIZATION PIPING	0	0	0	USD
7000049	0	Ammo	21	Lonoke, AR	12/1/1993	CYANIDE DRAIN LINE	0	0	0	USD
7000050	0	Ammo	21	Lonoke, AR	12/1/1993	AERATION LAG VALVE STA	0	0	0	USD
7000051	0	Ammo	21	Lonoke, AR	12/1/1993	PLATING GATE BOX	0	0	0	USD
7000052	0	Ammo	21	Lonoke, AR	12/1/1993	PLAE WST LIFT STA	0	0	0	USD
7000053	0	Ammo	21	Lonoke, AR	12/1/1993	MAIN PROCESS LIFT STA	0	0	0	USD
7000054	0	Ammo	21	Lonoke, AR	12/1/1993	OUTSIDE BURIED TELEPHONE CABLE 120371	0	0	0	USD
7000055	0	Ammo	21	Lonoke, AR	12/1/1993	SUPERNATANT PIPING	0	0	0	USD
7000056	0	Ammo	21	Lonoke, AR	12/1/1993	STAINLESS STL PIPE	0	0	0	USD
7000057	0	Ammo	21	Lonoke, AR	12/1/1993	STAINLESS STL PIPE	0	0	0	USD
7000058	0	Ammo	21	Lonoke, AR	12/1/1993	EMERGENCY STOR BASIN	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3007697	0	Ammo	21	Lonoke, AR	6/15/1996	12 CAVITY 3 OZ 8GA ZINC SLUGMOLD	0	0	0	USD
3012043	0	Ammo	99	Lonoke, AR	4/15/2009	PAT TRAP TRAP MACHINE	3,192	-1,946	1,246	USD
3012044	0	Ammo	99	Lonoke, AR	4/15/2009	PAT TRAP TRAP MACHINE	3,192	-1,946	1,246	USD
3016959	0	Corporate/Shared	99	Lonoke, AR	11/30/2017	338 Lapua Magnum in house Shell	25,592	-3,886	21,706	USD
1000556	0	Ammo	99	Lonoke, AR	8/15/2008	TRAP HOUSE	6,757	-2,059	4,698	USD
1000557	0	Ammo	99	Lonoke, AR	8/15/2008	TRAP HOUSE	6,757	-2,059	4,698	USD
1000531	0	Ammo	99	Lonoke, AR	12/15/2007	GUN CLUB SEPTIC SYSTEM	4,033	-1,230	2,803	USD
1000350	0	Corporate/Shared	99	Lonoke, AR	12/1/1993	CLUB HOUSE-GUN CLUB 900	8,418	-5,128	3,290	USD
1000443	0	Corporate/Shared	99	Lonoke, AR	11/15/1997	PISTOL SHOOTING RANGE STRUCTURE 940	6,225	-2,845	3,380	USD
1000567	0	Corporate/Shared	99	Lonoke, AR	7/15/2009	ADD'L REMODEL GUN CLUB	9,685	-2,951	6,734	USD
2000140	0	Corporate/Shared	99	Lonoke, AR	12/1/1993	WALKWAYS - GUN CLUB	4,561	-2,779	1,782	USD
2000148	0	Corporate/Shared	99	Lonoke, AR	11/15/1997	SHOOTING EARTHEN BERM	2,899	-1,325	1,574	USD
3015895	0	Ammo	99	Lonoke, AR	8/21/2015	Ozone Generator	5,769	-1,168	4,601	USD
3015896	0	Ammo	99	Lonoke, AR	8/21/2015	Ultra Cold Freezer	4,091	-829	3,262	USD
3016073	0	Ammo	99	Lonoke, AR	12/4/2015	Lab Pellet Press	3,106	-567	2,539	USD
3017142	0	Ammo	99	Lonoke, AR	11/4/2018	Subsonic Optimized 300 AAC 220 GR 102050	3,187	-283	2,904	USD
5000170	0	Ammo	99	Lonoke, AR	4/6/2012	2012 Dodge Caravan SE	10,027	-9,161	866	USD
5000136	0	Ammo	99	Lonoke, AR	1/15/2010	GUN CLUB UTILITY VEHICLE	2,697	-2,465	232	USD
4002302	0	Ammo	99	Lonoke, AR	8/5/2018	DCSI Upgrade - Lonoke	161,808	-84,945	76,863	USD
4002302	2	Ammo	99	Lonoke, AR	12/31/2018	DCSI Upgrade - Lonoke	42,145	-16,430	25,715	USD
3006288	1	Ammo	99	Lonoke, AR	6/15/2013	REBUILD TRAP MACHINE 101812	3,059	-798	2,261	USD
3006289	1	Ammo	99	Lonoke, AR	6/15/2013	REBUILD TRAP MACHINE 101812	3,059	-798	2,261	USD
3006290	1	Ammo	99	Lonoke, AR	6/15/2013	REBUILD TRAP MACHINE 101812	3,059	-798	2,261	USD
3014544	0	Ammo	99	Lonoke, AR	7/11/2014	PAT TRAP 101882	3,315	-757	2,558	USD
3014545	0	Ammo	99	Lonoke, AR	7/11/2014	PAT TRAP 101882	3,315	-757	2,558	USD
3017157	0	Ammo	99	Lonoke, AR	12/27/2018	Gun Club Crazy Quail Target Machine (2) 102062	14,459	-1,707	12,752	USD
7000038	0	Ammo	99	Lonoke, AR	12/1/1993	REAL ESTATE GUN CLUB 38.64 ACRES	229,761	0	229,761	USD
7000038	1	Ammo	99	Lonoke, AR	12/1/1993	REAL ESTATE GUN CLUB 1.16	19,471	0	19,471	USD
3009869	0	Ammo	99	Lonoke, AR	2/15/2002	HVAC UNIT - GUN CLUB	0	0	0	USD
3009967	0	Ammo	99	Lonoke, AR	8/15/2002	GUN CLUB LAWN MOWER	0	0	0	USD
1000346	0	Ammo	99	Lonoke, AR	4/15/1994	SKEET HI HOUSE 120054 - 907	0	0	0	USD
1000347	0	Ammo	99	Lonoke, AR	4/15/1994	SKEET LO HOUSE 120054 - 908	0	0	0	USD
1000348	0	Ammo	99	Lonoke, AR	4/15/1994	TRAP HOUSE 120054 - 914	0	0	0	USD
1000349	0	Ammo	99	Lonoke, AR	4/15/1994	TRAP HOUSE 120054 - 915	0	0	0	USD
1000350	1	Ammo	99	Lonoke, AR	12/1/1993	ADDL-REPAIR CLUBHOUSE 120568	0	0	0	USD
1000350	3	Ammo	99	Lonoke, AR	7/15/2004	ADD'L GUN CLUB ROOF	0	0	0	USD
1000353	0	Ammo	99	Lonoke, AR	12/1/1993	PAVILION 18' X 36' 120537 #901	0	0	0	USD
1000354	0	Ammo	99	Lonoke, AR	12/1/1993	SKEET HOUSE - GUN CLUB 902	0	0	0	USD
1000355	0	Ammo	99	Lonoke, AR	12/1/1993	SKEET HOUSE - GUN CLUB 903	0	0	0	USD
1000356	0	Ammo	99	Lonoke, AR	12/1/1993	SKEET HOUSE - GUN CLUB 904	0	0	0	USD
1000357	0	Ammo	99	Lonoke, AR	12/1/1993	SKEET HOUSE - GUN CLUB 905	0	0	0	USD
1000358	0	Ammo	99	Lonoke, AR	12/1/1993	TRAP HOUSE - GUN CLUB 909	0	0	0	USD
1000359	0	Ammo	99	Lonoke, AR	12/1/1993	TRAP HOUSE - GUN CLUB 910	0	0	0	USD
1000360	0	Ammo	99	Lonoke, AR	12/1/1993	TRAP HOUSE - GUN CLUB 911	0	0	0	USD
1000361	0	Ammo	99	Lonoke, AR	12/1/1993	TRAP HOUSE - GUN CLUB 912	0	0	0	USD
1000362	0	Ammo	99	Lonoke, AR	12/1/1993	TRAP HOUSE - GUN CLUB 913	0	0	0	USD
1000363	0	Ammo	99	Lonoke, AR	12/1/1993	STORAGE HOUSE - GUN CLUB 916	0	0	0	USD
1000364	0	Ammo	99	Lonoke, AR	12/1/1993	STORAGE HOUSE - GUN CLUB 917	0	0	0	USD
1000365	0	Ammo	99	Lonoke, AR	12/1/1993	STORAGE HOUSE - GUN CLUB 918	0	0	0	USD
1000366	0	Ammo	99	Lonoke, AR	12/1/1993	LO HOUSE FIELD #15 - 906	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
1000461	0	Ammo	99	Lonoke, AR	1/15/1999	SPORTING CLAY CONCRETE PAD	0	0	0	USD
1000523	0	Ammo	99	Lonoke, AR	3/12/2007	Type 2 Storage Magazine	0	0	0	USD
2000137	0	Ammo	99	Lonoke, AR	12/1/1993	SKEET & TRAP FIELDS - GUN CLUB	0	0	0	USD
2000138	0	Ammo	99	Lonoke, AR	12/1/1993	ROAD & PARKING AREA - GUN CLUB	0	0	0	USD
2000138	1	Ammo	99	Lonoke, AR	12/1/1993	ASPHALT OVERLAY ROAD & LOT 120595	0	0	0	USD
2000141	0	Ammo	99	Lonoke, AR	12/1/1993	INSTALL SIDEWALKS	0	0	0	USD
2000142	0	Ammo	99	Lonoke, AR	4/15/1994	CONCRETE SHOOTING STATIONS 120054	0	0	0	USD
2000143	0	Ammo	99	Lonoke, AR	12/1/1993	SECURITY FENCE - GUN CLUB	0	0	0	USD
2000144	0	Ammo	99	Lonoke, AR	12/1/1993	OUTSIDE ELECTRICS - GUN CLUB	0	0	0	USD
2000145	0	Ammo	99	Lonoke, AR	12/1/1993	REPLACE SCOREBOARD 120568	0	0	0	USD
3005537	0	Ammo	99	Lonoke, AR	12/1/1993	RV HOOKUPS-10 120537	0	0	0	USD
3005541	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #81 TYPE 401S	0	0	0	USD
3005542	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #405 - TYPE 401	0	0	0	USD
3005546	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #419 - TYPE 401S	0	0	0	USD
3005547	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #420 - TYPE 401S	0	0	0	USD
3005548	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #421 - TYPE 401S	0	0	0	USD
3005549	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #15 TYPE 401S	0	0	0	USD
3005551	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #115 TYPE 401	0	0	0	USD
3005552	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #124 TYPE 401S	0	0	0	USD
3005553	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #434 - TYPE 401S	0	0	0	USD
3005555	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #465 - TYPE 401	0	0	0	USD
3005560	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #104 - TYPE 401	0	0	0	USD
3005563	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #12 TYPE 401	0	0	0	USD
3005564	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #106 TYPE 401	0	0	0	USD
3005569	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #16 TYPE 401	0	0	0	USD
3005573	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #18 TYPE 401	0	0	0	USD
3005574	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #574 - TYPE 401S	0	0	0	USD
3005576	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #576 - TYPE 401	0	0	0	USD
3005577	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #579 - TYPE 401	0	0	0	USD
3005578	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #19 TYPE 401	0	0	0	USD
3005579	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #20 TYPE 401	0	0	0	USD
3005580	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #590 - TYPE 401S	0	0	0	USD
3005581	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #596 - TYPE 401S	0	0	0	USD
3005585	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #133 TYPE 401S	0	0	0	USD
3005586	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #524 TYPE 401 (BALLISTICS SPARE)	0	0	0	USD
3005587	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #587 TYPE 401S	0	0	0	USD
3005588	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #615 - TYPE 401S	0	0	0	USD
3005589	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1176 - TYPE 401S	0	0	0	USD
3005591	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #467 - TYPE 401S	0	0	0	USD
3005593	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #633 - TYPE 401	0	0	0	USD
3005595	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #471 - TYPE 401S	0	0	0	USD
3005596	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #551 TYPE 401	0	0	0	USD
3005598	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #675 TYPE 401	0	0	0	USD
3005599	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #651 BOILER GUN	0	0	0	USD
3005601	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #715 TYPE 401	0	0	0	USD
3005603	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #879 TYPE 401S	0	0	0	USD
3005606	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #629 TYPE 401S	0	0	0	USD
3005609	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1331 BOILER GUN	0	0	0	USD
3005610	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1034 TYPE 401	0	0	0	USD
3005611	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1065 TYPE 401	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3005612	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1069 TYPE 401S	0	0	0	USD
3005615	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1082 TYPE 401S	0	0	0	USD
3005616	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1094 TYPE 401	0	0	0	USD
3005620	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1106 TYPE 401	0	0	0	USD
3005627	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1132 TYPE 401	0	0	0	USD
3005628	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #684 TYPE 401 (BALLISTICS)	0	0	0	USD
3005629	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1134 TYPE 401S	0	0	0	USD
3005632	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1155 TYPE 401	0	0	0	USD
3005633	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #801 TYPE 401	0	0	0	USD
3005634	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1157 TYPE 401	0	0	0	USD
3005635	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #615 TYPE 401S	0	0	0	USD
3005637	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1164 TYPE 401S	0	0	0	USD
3005639	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1172 TYPE 401	0	0	0	USD
3005640	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #803 TYPE 401	0	0	0	USD
3005643	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #875 TYPE 401 (DISPLAY)	0	0	0	USD
3005645	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1180 TYPE 401	0	0	0	USD
3005647	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1182 TYPE 401S	0	0	0	USD
3005650	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #956 TYPE 401	0	0	0	USD
3005651	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1189 TYPE 401S	0	0	0	USD
3005652	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1190 TYPE 401	0	0	0	USD
3005654	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #801 TYPE 401S	0	0	0	USD
3005656	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1197 TYPE 401	0	0	0	USD
3005657	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1198 TYPE 401S	0	0	0	USD
3005658	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #923 TYPE 401S	0	0	0	USD
3005662	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1203 TYPE 401	0	0	0	USD
3005664	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1128 TYPE 401S	0	0	0	USD
3005666	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1244 TYPE 401S	0	0	0	USD
3005667	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1247 TYPE 401S	0	0	0	USD
3005668	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #939 TYPE 401S	0	0	0	USD
3005669	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1256 TYPE 401S	0	0	0	USD
3005670	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1257 TYPE 401	0	0	0	USD
3005674	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1300 TYPE 401	0	0	0	USD
3005676	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1104 TYPE 401S	0	0	0	USD
3005677	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1309 TYPE 401	0	0	0	USD
3005679	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1117 TYPE 401S	0	0	0	USD
3005680	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1143 TYPE 401S	0	0	0	USD
3005682	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1109 TYPE 401	0	0	0	USD
3005683	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1319 TYPE 401	0	0	0	USD
3005688	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1127 TYPE 401	0	0	0	USD
3005689	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1326 TYPE 401	0	0	0	USD
3005690	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1403 TYPE 401	0	0	0	USD
3005692	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1179 TYPE 401S	0	0	0	USD
3005697	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1322 - TYPE 401	0	0	0	USD
3005698	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #105 - TYPE 401S	0	0	0	USD
3005699	0	Ammo	99	Lonoke, AR	12/1/1993	8 GA KILN GUN #1181- TYPE 401	0	0	0	USD
3006042	0	Ammo	99	Lonoke, AR	7/1/1996	SDC-50 Diff Scanning Calorimeter (45) serial #	0	0	0	USD
3006093	0	Ammo	99	Lonoke, AR	9/15/1996	PAT-TRAP TRAP MACHINE	0	0	0	USD
3006094	0	Ammo	99	Lonoke, AR	9/15/1996	PAT-TRAP TRAP MACHINE	0	0	0	USD
3006219	0	Ammo	99	Lonoke, AR	1/31/1997	Hydraulic Assembly Press / Die	0	0	0	USD
3006221	0	Ammo	99	Lonoke, AR	1/31/1997	High Speed Optical Spectrometer	0	0	0	USD

Asset	Subnumber	Segment	Business Area	Location - v2	Capitalized on	Description	Acquis.val.	Accum.dep.	Book val.	Currency
3006226	0	Ammo	99	Lonoke, AR	1/31/1997	7mm STW Cart. Quality Assurance Gages.	0	0	0	USD
3006287	0	Ammo	99	Lonoke, AR	2/15/1997	PAT-TRAP TRAP MACHINE	0	0	0	USD
3006288	0	Ammo	99	Lonoke, AR	2/15/1997	PAT-TRAP TRAP MACHINE	0	0	0	USD
3006289	0	Ammo	99	Lonoke, AR	2/15/1997	PAT-TRAP TRAP MACHINE	0	0	0	USD
3006290	0	Ammo	99	Lonoke, AR	2/15/1997	PAT-TRAP TRAP MACHINE	0	0	0	USD
3008994	0	Ammo	99	Lonoke, AR	6/15/1998	PAT-TRAP MACHINE	0	0	0	USD
3009037	0	Ammo	99	Lonoke, AR	3/16/1999	EK High Speed Video System 40975	0	0	0	USD
3009184	0	Ammo	99	Lonoke, AR	1/15/2000	SUPER COLD FREEZER	0	0	0	USD
3009393	0	Ammo	99	Lonoke, AR	10/15/2000	GUNCLUB SKEET MCH (10)	0	0	0	USD
3009545	0	Ammo	99	Lonoke, AR	3/15/2001	PRIMER DROP TEST FIXTURE	0	0	0	USD
3009588	0	Ammo	99	Lonoke, AR	7/15/2001	Fourier Transform Infrared Spectrometer	0	0	0	USD
3009903	0	Ammo	99	Lonoke, AR	5/1/2002	Oscilloscope - Tektronix - TDS3054B	0	0	0	USD
3009952	0	Ammo	99	Lonoke, AR	7/16/2002	Rotary Evaporation System	0	0	0	USD
3009953	0	Ammo	99	Lonoke, AR	7/16/2002	Differential Scanning Calorimeter	0	0	0	USD
3010000	0	Ammo	99	Lonoke, AR	12/15/2002	Environmental Oven	0	0	0	USD
3010002	0	Ammo	99	Lonoke, AR	12/15/2002	Universal Receiver	0	0	0	USD
3010010	0	Ammo	99	Lonoke, AR	2/1/2003	Digital Microscope System	0	0	0	USD
3010010	1	Ammo	99	Lonoke, AR	2/1/2003	Digital Microscope System Shipping	0	0	0	USD
3010349	0	Ammo	99	Lonoke, AR	10/29/2004	Thermal Analysis System Upgrade	0	0	0	USD
4001217	0	Ammo	99	Lonoke, AR	5/28/1999	TIGERWIN ANALYSIS SOFTWARE - IO 240180	0	0	0	USD
7100091	0	Ammo	99	Lonoke, AR	12/1/1993	"UMC Plant Bridgeport" by C. Gebauer #321	0	0	0	USD

EXHIBIT 1

(See attached copy of Bidding Procedures Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-11

Joint Administration Requested

**ORDER ESTABLISHING BIDDING PROCEDURES RELATING
TO THE SALES OF ALL OR A PORTION OF THE DEBTORS' ASSETS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), seeking entry of this order (this “**Bidding Procedures Order**”) (i) approving the proposed bidding procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”);

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Bidding Procedures, as applicable.

(iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the procedures for the Debtors' selection of one or more stalking horse bidders (each, a "**Stalking Horse Bidder**"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the "**Auction**") if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the "**Sale Hearing**") to approve one or more Sales of the Acquired Assets; and (v) granting related relief; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections having been filed, or all objections having been resolved or overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended on July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and the provision of the Bid Protections to be determined, (ii) establish the Assumption and Assignment Procedures, (iii) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, (iv) schedule a date for the (a) Auction and (b) Sale Hearing; and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, including the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Meyer Declaration**”) and the *Declaration of Colin M. Adams in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Adams Declaration**”) are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

F. The Debtors are authorized to pay the break-up fee and expense reimbursement comprising the Bid Protections. The Bid Protections, to the extent payable under any Stalking Horse APA, (a)(x) are actual and necessary costs and expenses of preserving the Debtors' estate within the meaning of Section 503(b) of the Bankruptcy Code, and (y) shall be treated as allowed administrative claims against the Debtors' estates pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code, are commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidders, and (c) are fair, reasonable and appropriate, including in light of the size and nature of the Sale Transaction, the necessity to announce a sale transaction for the Acquired Assets, and the efforts that have been and will be expended by the Stalking Horse Bidders. The Bid Protections are a material inducement for, and condition of, each Stalking Horse Bidder's execution of the applicable Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under its Stalking Horse APA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

G. The Sale Notice and the Publication Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of Acquired Assets, including the sale of Acquired Assets free and clear of all liens, claims, and encumbrances, the Sale Transaction(s), the Bidding Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

H. The Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder(s), and no other or further notice is required.

I. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Acquired Assets and the related Cure Costs, and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.³
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

³ Notwithstanding anything to the contrary herein, the consummation of any Sale Transaction(s) is subject to entry of the Sale Order(s).

I. The Timeline for the Sale

3. The Debtors are authorized to proceed with the Sale Transaction(s) in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

4. Deadline Action

August 18, 2020 at 10:00 a.m. (prevailing Central Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
August 21, 2020	Sale Notice Mailing Date
August 21, 2020	Assumption and Assignment Service Date
September 1, 2020 at 4:00 p.m. (prevailing Central Time)	Sale Objection Deadline (defined below) excluding any objection based on identity of Stalking Horse Bidders, Successful Bidder or Backup Bidder or the form or substance of the Stalking Horse Bid, Successful Bid or Backup Bid
September 4, 2020 at 5:00 p.m. (prevailing Central Time)	Bid Deadline
September 8, 2020 at 12:00 p.m. (prevailing Central Time)	Reply Deadline (defined below)
September 8, 2020 by 4:00 p.m. (prevailing Central Time) or 14 days following service of the Supplemental Notice of Assumption and Assignment	Assumption and Assignment Objection Deadline (defined below) excluding any objection related to adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or Backup Bidder
September 17, 2020 at 10:00 a.m. (prevailing Central Time)	Auction
September 21, 2020	Post-Auction Notice
September 23, 2020 at 10:00 a.m. (prevailing Central Time)	Sale Hearing

5. For the avoidance of doubt, the Debtors reserve the right, and are authorized to, modify the above timeline and the Bidding Procedures (the “**Modifications**”) in accordance with the provisions of the Bidding Procedures; *provided, however*, that the Debtors shall consult with the Consultation Parties or, to the extent provided therein, the Bid Consultation Parties, with respect to any Modifications. The Committee’s right to request an extension of the above timeline for cause is expressly reserved.

II. The Bidding Procedures

6. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

7. The Debtors are authorized, in accordance with the Bidding Procedures, to require Diligence Parties to submit written indications of interest specifying, among other things, the Acquired Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party.

8. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the Bid Deadline shall be **September 4, 2020 at 5:00 p.m. (prevailing Central Time)**. Any disputes or objections to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (all as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing as set forth herein.

9. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **September 17, 2020 at 10:00 a.m. (prevailing Central Time)** virtually via video conferencing technology, or at such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.

10. The Prepetition Secured Creditors shall have the right, subject in all respects to the Bankruptcy Code and other applicable law and the satisfaction in cash or assumption of claims secured by senior liens, to credit bid all or any portion of their allowed secured claims pursuant to Section 363(k) of the Bankruptcy Code or other applicable law, in accordance with the applicable provisions of the Prepetition Credit Documents and any such credit bid shall be deemed a Qualified Bid subject to the Intercreditor Agreement (as defined in the D'Arcy Declaration); *provided, however,* that nothing herein or in the Bidding Procedures shall affect or in any way limit the right or ability of any party in interest, including the Committee, to object to the Prepetition Secured Creditors' right to credit bid, including the nature, amount, or scope of such credit bid, subject to the (a) applicable provisions of the Court's *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, (IV) Granting Related Relief, and (V) Scheduling A Final Hearing* Docket No. 90, including paragraph 20 and the Challenge Period (as defined therein), as the same may be modified in accordance with its terms and (b) Sale Objection Deadline (as defined below).

III. Stalking Horse Bidder and Bid Protections

11. In accordance with the Bidding Procedures, the Debtors may designate one or more Stalking Horse Bidders for the various segments of their business and may enter into an asset purchase agreement with each Stalking Horse Bidder (each, a "**Stalking Horse APA**"), subject to higher or otherwise better offers at the Auction, which establishes a minimum Qualified Bid at the Auction with respect to the assets that are the subject thereof.

12. Absent further order of the Court, the Stalking Horse APA shall (i) limit the break-up fee in favor of the Stalking Horse Bidder in the amount of no more than 3.5% of the cash consideration proposed to be paid at closing by the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Break-Up Fee**”); (ii) limit any reimbursement for the Stalking Horse Bidder’s and its attorneys’, accountants’, investment bankers’ and representatives’ documented fees and expenses actually and reasonably incurred in negotiating and documenting the Stalking Horse APA, and in preserving and protecting Stalking Horse Bidder’s rights and interests as buyer and lender in connection with the Chapter 11 Cases to an amount not to exceed 1.0% of the cash consideration proposed to be paid by at closing the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Expense Reimbursement**”); and/or (iii) set the initial overbid protection (the “**Minimum Overbid Increment**” and, together with the Break-Up Fee and the Expense Reimbursement, the “**Bid Protections**”) in amounts to be determined by the Debtors in accordance with the Bidding Procedures. In the event that the Debtors determine that the Bid Protections must exceed the amounts set forth herein, the Court shall hold a hearing on the approval of any such greater Bid Protections on an expedited basis, upon the request of the Debtors.

13. The Bid Protections, to the extent payable under the Stalking Horse APAs, shall (a) constitute an allowed administrative expense claim against the Debtors pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code. Subject to the foregoing, the Bid Protections shall be paid (i) in cash from the proceeds of any approved Sale or (ii) credited against the purchase price if, after an Auction, the Stalking Horse Bid, as enhanced at the Auction, is the Successful Bid and the Sale contemplated by the Stalking Horse APA (as enhanced at the auction) is consummated.

14. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to all parties on the Rule 2002 List, all

parties expressing an interest in the Acquired Assets and all parties holding liens on such Acquired Assets, three (3) business days' notice and an opportunity to object to the determination of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse APA, and absent objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Court. To the extent necessary, the Debtors' right to seek this Court's approval of one or more Stalking Horse Bidders, with notice and a hearing, is hereby preserved.

IV. Notice Procedures

15. The form of Sale Notice substantially in the form attached hereto as Exhibit 2 is approved.

16. Within seven (7) days after the entry of this Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Bidding Procedures Order, including the Bidding Procedures by first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon or with respect to any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to FILO Lenders; (ix) counsel to

the Stalking Horse Bidder, if any; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; and (xvii) all known creditors of the Debtors, including their contract counterparties; *provided, however*, that to the extent email addresses are available, parties referenced in this paragraph 15 may be served by email.

17. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to known interested parties.

18. The Publication Notice, substantially in the form attached hereto as Exhibit 3, is approved. The Debtors are directed to publish the Sale Notice, as modified for publication, in the *New York Times*, on one occasion on the Mailing Date or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at <https://cases.primeclerk.com/RemingtonOutdoor>.

19. Service of the Publication Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to all unknown parties.

20. The form of the Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 is approved. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file on the docket, but not serve, the Post-Auction Notice identifying any Successful Bidder(s).

V. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are approved.

22. The Notice of Assumption and Assignment, substantially in the form attached hereto as Exhibit 5 is approved.

23. On or before **August 21, 2020** (any such date, the “**Assumption and Assignment Service Date**”), the Debtors shall file with the Court, and post on the Case Website at <https://cases.primeclerk.com/RemingtonOutdoor>, the Notice of Assumption and Assignment and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List, the Debtors believe that there is no Cure Cost, as of the date of such notice. On the Assumption and Assignment Service Date, the Debtors shall serve, via first-class mail, a customized version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List, on all counterparties to the Designated Contracts. In addition, the Debtors shall serve, via first-class mail, a modified version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List on all parties on the Rule 2002 Notice List. Service of such Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a counterparty to a Designated Contract (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; and (iii) include appropriate

documentation in support thereof. All Designated Contract Objections must be filed and served on (i) counsel for the Debtors, O'Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com); (ii) co-counsel for the Debtors, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, Attn: Derek Meek (dmeek@burr.com) and Hanna Lahr (hlahr@burr.com); (iii) counsel for the Restructuring Committee, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Schultz (sschultz@akingump.com); (iv) counsel for the Committee, Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104, Attn: Michael A. Sweet (msweet@foxrothschild.com) and Baker Donelson Bearman Caldwell & Berkowitz, P.C., 420 20th Street North, Birmingham, Alabama 35203, Attn: Matthew Cahill (mcahill@bakerdonelson.com) and Rita Hullett (rhullett@bakerdonelson.com); (v) the Bankruptcy Administrator, 400 Well Street, Decatur, Alabama 35602, Attn: Richard Blythe (richard_blythe@alnb.uscourts.gov); (vi) counsel to the Stalking Horse Bidder, if any; (vii) counsel to the FILO Lenders, Pillsbury Winthrop Shaw Pittman LLP, Four Embarcadero Center, 22nd Floor, San Francisco, CA 94111-5998, Attn: Joshua D. Morse (joshua.morse@pillsburylaw.com) and Andrew V. Alfano (andrew.alfano@pillsburylaw.com); (viii) counsel to Whitebox Advisors LLC, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Andreas Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com); (ix) all parties that have requested notice in the Chapter 11 Cases (collectively (i)–(ix), the “**Objection Recipients**”); and (x) counsel to any Successful Bidder(s), if known on the Sale Objection Deadline no later than 4:00 p.m. (prevailing Central Time) fourteen (14) days following the

Assumption and Assignment Service Date (the “**Assumption and Assignment Objection Deadline**”).

25. If a Designated Contract Objection is not consensually resolved before the Sale Hearing, the amount to be paid or reserved with respect to such objection shall be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

26. Any time after the Assumption and Assignment Service Date and before the closing of a Sale Transaction, the Debtors reserve the right, and are authorized but not directed, to (i) supplement the Designated Contracts List with previously omitted Designated Contracts in accordance with the definitive agreement for a Sale Transaction, (ii) remove a Designated Contract from the list of contracts that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

27. In the event the Debtors exercise any of the rights listed above, the Debtors shall promptly serve the Supplemental Notice of Assumption and Assignment by electronic transmission, hand delivery, or overnight mail on the counterparty (and its attorney, if known) to each Designated Contract listed on the Supplemental Notice of Assumption and Assignment at the last known address available to the Debtors. Each Supplemental Notice of Assumption and Assignment shall set forth (i) the name and address of the counterparty to the Designated Contract listed thereon; (ii) the proposed effective date of the assignment (subject to the right of the applicable Successful Bidder, if any, to withdraw such request for assumption and assignment of that Designated Contract prior to the closing of the applicable Sale Transaction); (iii) sufficient information to identify the Designated Contract; (iv) the Cure Costs, if any; and (v) proposed

adequate assurance, if known on the Assumption and Assignment Service Date. The Debtors are authorized, but not directed, to modify the Supplemental Notice of Assumption and Assignment as necessary and appropriate to provide customized individual notice to each Designated Contract counterparty. In addition, the Debtors are authorized, but not directed, to supplement the Designated Contract List on the Case Website with any additional Designated Contracts as the Debtors deem appropriate in their discretion. Service of such Supplemental Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

28. Any objection by a counterparty to a Designated Contract listed on a Supplemental Notice of Assumption and Assignment (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Supplemental Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or the proposed Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; (iii) include appropriate documentation in support of the objection; and (iv) be filed and served on the Objection Recipients no later than fourteen (14) days from the date of service of such Supplemental Notice of Assumption and Assignment.

29. If a Supplemental Designated Contract Objection is not consensually resolved by the proposed effective date of assignment of the Designated Contract that is the subject of a Supplemental Designated Contract Objection, the Debtors shall seek an expedited hearing before

the Court (a “**Supplemental Designated Contract Hearing**”) to determine the Cure Costs, if any, and approve the assumption of the relevant Designated Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court, including by filing a certification of no objection, (a “**Supplemental Designated Contract Order**”) fixing the Cure Costs and approving the assumption of any Designated Contract listed on a Supplemental Notice of Assumption and Assignment.

30. Absent the filing of a Designated Contract Objection or Supplemental Designated Contract Objection and a subsequent order of the Court establishing an alternative Cure Cost, the Cure Costs, if any, set forth in the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and the counterparty to the Designated Contract will be deemed to have consented to the assumption, assignment, and sale of the Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Designated Contract against the Debtors or the applicable Successful Bidder, or the property of any of them, except with respect to adequate assurance of future performance by such Successful Bidder. For the avoidance of doubt, any objections to the proposed form of adequate assurance of future performance of any Successful Bidder (other than a Stalking Horse Bidder) must be raised at the Sale Hearing or Supplemental Designated Contract Hearing, as applicable, and will be resolved at the hearing at which it is raised or, in the Debtors’ discretion, adjourned to a later hearing.

31. The inclusion of a Designated Contract on the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) will not (a) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take

assignment of such Designated Contract or (b) constitute any admission or agreement of the Debtors that such Designated Contract is an “executory” contract. Only those Designated Contracts that are included on a schedule of assumed and Acquired Contracts attached to the final purchase agreement with the Successful Bidder(s) (each, an “**Acquired Contract**”) will be assumed and assigned to the Successful Bidder(s).

32. Assignment by the Debtors to the Successful Bidder of a contract, lease or any other liability assumed under Section 365 of the Bankruptcy Code or otherwise relieves the Debtors and their estates from any such liability so assigned.

VI. The Sale Hearing

33. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Acquired Assets to the Successful Bidder(s) and (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **September 23, 2020 at 10:00 a.m. (prevailing Central Time)**, and may be adjourned or rescheduled without notice, subject to paragraph 4 of this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transaction(s) and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Bankruptcy Court.

34. Any and all objections, if any, to any Sale Transaction (but excluding any objection based on the specific identity of any Stalking Horse Bidder, the form or substance of any Stalking Horse APA, the specific identity of the Successful Bidder or the Backup Bidder, or the form or substance of the Successful Bid or the Backup Bid) must be filed no later than **September 1, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”). Any and all such objections must be served on the Objection Recipients and counsel to any Successful Bidder(s), if known on the Sale Objection Deadline. All replies to such objections must be filed by **September 8, 2020 at 12:00 p.m.** (prevailing Central Time) (the “**Reply Deadline**”).

35. Any party failing to timely file an objection to any Sale Transaction will be forever barred from objecting and will be deemed to have consented to any Sale Transaction, including the transfer of the Debtors’ right, title and interest in, to, and under the Debtors’ Acquired Assets free and clear of any and all liens, claims, encumbrances and other interests in accordance with a definitive agreement for any Sale Transaction.

36. Promptly following the Auction, the Debtors shall serve the Post-Auction Notice. The Debtors propose that any objections regarding the adequate assurance of future performance of the Successful Bidder or the Backup Bidder (other than the Stalking Horse Bidder) may be raised at the Sale Hearing.

VII. Other Provisions

37. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties or the Bid Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation or Bid Consultation Parties.

38. Oneida’s rights and priority in connection with any security interests it held in any assets of the Debtors pre-petition are hereby preserved and retained by Oneida to the extent they

existed pre-petition and any such security interests shall attach to proceeds of such assets with the same priority, extent, validity, avoidability and enforceability. Nothing herein shall constitute a finding or ruling by this Court that any such security interests are valid, senior, enforceable, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited to, the Debtors and any Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such security interest.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Bidding Procedures Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

42. To the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Bidding Procedures Order shall govern.

43. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

44. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse APA, and the implementation of this Bidding Procedures Order.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

EXHIBIT 2

(See attached Good Faith Deposit Escrow Agreement)

GOOD FAITH DEPOSIT ESCROW AGREEMENT

THIS GOOD FAITH DEPOSIT ESCROW AGREEMENT (this “Escrow Agreement”), dated as of this [●] day of July, 2020, (the “Effective Date”), is entered into by and among Vista Outdoor Inc., a Delaware corporation (“Buyer”), Remington Outdoor Company, Inc., a Delaware corporation (“ROC”), and Delaware Trust Company, as escrow agent hereunder (the “Escrow Agent”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, ROC, each of the subsidiaries of ROC set forth on the signature pages to the Purchase Agreement (collectively with ROC, “Seller”) and Buyer, or a Buyer Acquisition Vehicle as assignee in accordance with Section 12.2 of the Purchase Agreement, have entered into that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the Effective Date, whereby Buyer has agreed to purchase certain assets and liabilities of Seller;

WHEREAS, Section 2.2(a) of the Purchase Agreement requires Buyer, within one (1) Business Day (as defined below) of the Effective Date, to deposit, or cause to be deposited, with the Escrow Agent an amount equal to \$[●] (the “Good Faith Deposit”) to a separate and distinct account specified by the Escrow Agent (the “Good Faith Deposit Escrow Account”), which Good Faith Deposit shall be held, safeguarded and released pursuant to the terms of this Escrow Agreement and the Purchase Agreement; and

WHEREAS, the parties desire to appoint the Escrow Agent to act as escrow agent hereunder, and the Escrow Agent has agreed to so act upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Appointment.** Buyer and ROC hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
2. **Escrow Fund.** Within one (1) Business Day of the Effective Date, Buyer shall deposit or shall cause to be deposited with the Escrow Agent an amount equal to the Good Faith Deposit in immediately available funds, which shall be deposited in the Good Faith Deposit Escrow Account. Promptly upon receipt of the Good Faith Deposit, the Escrow Agent will acknowledge in writing to Buyer and Seller that (a) it has received the Good Faith Deposit and (b) has deposited the Good Faith Deposit into the Good Faith Deposit Escrow Account. The Escrow Agent (i) shall hold the Good Faith Deposit in the Good Faith Deposit Escrow Account and (ii) subject to the terms and conditions hereof, may invest and reinvest the Good Faith Deposit and the proceeds thereof (collectively with the Good Faith Deposit, the “Escrow Fund”) as directed in Section 3. The Escrow Funds shall at all times remain available for distribution in accordance with Section 4 of this Escrow Agreement. The Good Faith Deposit shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Buyer.

3. **Investment of Escrow Fund.**

- (i) Unless otherwise instructed in a joint writing signed by both the Buyer and ROC, the Escrow Agent shall hold all Escrow Funds in a “noninterest-bearing deposit account” insured by the Federal Deposit Insurance Corporation (“FDIC”) to the applicable limits. The Escrow Funds shall at all times remain available for distribution in accordance with Section 4 below.
- (ii) The Escrow Agent shall send an account statement to each of the Buyer and ROC on a monthly basis reflecting activity in the Escrow Accounts for the preceding month.
- (iii) The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the escrowed property, as applicable, provided that the Escrow Agent has made such investment, reinvestment or liquidation of the escrowed property in accordance with the terms, and subject to the conditions of this Escrow Agreement. The Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice. The Escrow Agent may earn compensation in the form of short term interest on items like uncashed distribution checks (from the date issued until the date cashed), funds that the Escrow Agent is directed not to invest, deposits awaiting investment direction or received too late to be invested overnight in previously directed investments.

4. **Disposition of the Good Faith Deposit.** The Escrow Agent agrees that it will not deliver custody or possession of any of the Escrow Fund or of the Good Faith Deposit Escrow Account to anyone except pursuant to the terms of this Escrow Agreement or a Final Determination (defined below). The Escrow Fund shall be promptly released from the Good Faith Deposit Escrow Account by the Escrow Agent and delivered to either Buyer or ROC, as applicable, in accordance with the provisions of this Escrow Agreement and the Purchase Agreement as follows (and Buyer and ROC shall deliver joint written instructions to the Escrow Agent (a “Joint Instruction”), within three (3) Business Days, to effect such distributions as and when required hereunder):

- (i) if the Closing occurs, then the Escrow Fund shall be released from the Good Faith Deposit Escrow Account to ROC;
- (ii) if the Purchase Agreement has been terminated by Seller pursuant to Section 11.1(b) of the Purchase Agreement, then the Escrow Fund shall be released from the Good Faith Deposit Escrow Account to ROC; or
- (iii) if the Purchase Agreement has been terminated by any party, other than as contemplated by Section 2.2(b)(ii) of the Purchase Agreement, then the Escrow Fund shall be released from the Good Faith Deposit Escrow Account to Buyer.

All payments of any part of the Escrow Funds shall be made by wire transfer of immediately available funds to the account specified by the Buyer or ROC, as applicable.

Upon delivery of the Escrow Fund by the Escrow Agent, this Escrow Agreement shall terminate, subject to the provisions of Section 8.

5. **Escrow Agent.** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement and the definitions set forth in the Purchase Agreement. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, Joint Instruction, Final Determination (as defined below) or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, Joint Instruction or Final Determination. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Fund. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's fraud, gross negligence or willful misconduct was the primary cause of any loss to Buyer or ROC. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through agents or attorneys (and shall be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive a Joint Instruction or other instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final non-appealable order of any court of competent jurisdiction which may be issued, together with (A) a certificate of the prevailing party to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority and (B) the written payment instructions of the prevailing party to effectuate such order (a "Final Determination"). Upon receipt by the Escrow Agent of a copy of a Final Determination from any party, the Escrow Agent shall (a) promptly inform all other parties to this Escrow Agreement of such receipt (including providing a copy of such Final Determination) and (b) within three (3) Business Days following receipt of such determination, disburse as directed, part or all, as the case may be, of the Escrow Fund in accordance with such Final Determination. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. **Succession.** The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by ROC and Buyer acting jointly at any time by providing written notice to the Escrow Agent. Upon such resignation or removal becoming effective, Escrow Agent will deliver the remaining Escrow Funds to a successor escrow agent pursuant to a Joint Instruction after deducting payment for all documented fees owed to it in accordance with

the terms of this Escrow Agreement.. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated shall be the Escrow Agent under this Escrow Agreement without further act.

7. **Fees.** ROC and the Buyer each agree to pay one-half of any fees and expenses owed to the Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder in an aggregate amount not to exceed \$5,000, which unless otherwise agreed in writing shall be as described on schedule 1 hereto (“Schedule 1”).

8. **Indemnity.** Buyer and ROC shall jointly and severally indemnify, defend and save harmless the Escrow Agent and its directors, officers, agents and employees (the “indemnitees”) from all loss, liability or expense (including the fees and expenses of outside counsel) arising out of or in connection with the Escrow Agent’s (i) execution and performance of this Escrow Agreement, except to the extent that such loss, liability or expense is due to the fraud, gross negligence or willful misconduct of the Escrow Agent or another indemnitee, or (ii) following of any Joint Instruction, Final Determination or other directions from Buyer or ROC except to the extent that the Escrow Agent’s following of any such Joint Instruction, Final Determination or direction is expressly forbidden by the terms hereof. Notwithstanding anything to the contrary herein, Buyer and ROC agree, solely as between themselves, that (x) any obligation for indemnification under this Section 8 (or for reasonable fees and expenses of the Escrow Agent described in Section 7) shall be borne by the party or parties (as between the two of them) determined by a court of competent jurisdiction to be most responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Buyer and one-half by ROC, and (y) if either Buyer or ROC pays any amounts to the Escrow Agent under this Section 8 or under Section 7 for reimbursement, such Party shall have the right of contribution against the other party (as between the two of them) for reimbursement of such other party’s share thereof in accordance with the foregoing apportionment. The parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement. The parties hereby grant the Escrow Agent a lien on, right of set-off against and security interest in the Escrow Fund for the payment of any claim for indemnification, compensation, expenses and amounts due hereunder.

9. **TINs.** Buyer and ROC each represent that its correct Taxpayer Identification Number (“TIN”) assigned by the Internal Revenue Service or any other taxing authority is set forth on Schedule 1. All interest or other income earned under this Escrow Agreement shall be allocated to ROC and reported, to the extent required by law, by the Escrow Agent to the IRS or any other taxing authority, as applicable, on IRS form 1099-INT, 1099-DIV or 1042-S (or other appropriate form) as income earned from the Escrow Fund by ROC whether or not said income has been distributed during the year. Unless otherwise indicated in writing by the parties hereto, no taxes or other withholdings are required to be made under applicable law or otherwise with respect to any payment to be made by Escrow Agent. All documentation necessary to support a claim of exemption or reduction in such taxes or other withholdings has been timely collected by ROC and copies will be provided to Escrow Agent promptly upon a request therefor. Unless otherwise agreed to in writing by Escrow Agent, all tax returns required to be filed with the IRS and any other taxing authority as required by law with respect to payments made hereunder shall

be timely filed and prepared by ROC including but not limited to any applicable reporting or withholding pursuant to the Foreign Account Tax Compliance Act (“FATCA”). The parties hereto acknowledge and agree that the Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return or any applicable FATCA reporting with respect to the Escrow Fund. The Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities as it determines may be required by any law or regulation in effect at the time of the distribution.

10. **Notices.** All communications hereunder shall be in writing and shall be deemed to be duly given and received:

- (i) upon delivery if delivered personally or upon confirmed transmittal if by facsimile;
- (ii) on the next Business Day if sent by overnight courier; or
- (iii) four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth on Schedule 1 or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested.

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to (ii) and (iii) of this Section 10, such communications shall be deemed to have been given on the date received by the Escrow Agent. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. “Business Day” shall mean any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in Wilmington, Delaware, Anoka, Minnesota or [Huntsville, Alabama] are authorized by applicable law or other governmental action to close.

11. **Security Procedures.** In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on schedule 2 hereto (“Schedule 2”), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. The Escrow Agent and the beneficiary’s bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Buyer or ROC to identify (i) the beneficiary, (ii) the beneficiary’s bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary’s bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

12. **Miscellaneous.** The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto. Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Section 6, without the prior consent of the other parties. This Escrow Agreement shall be governed by and construed under the laws of the State of Delaware. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Delaware. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, floods, strikes, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Patriot Act Compliance.** In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering and the Customer Identification Program (“CIP”) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Escrow Agent must obtain, verify and record information that allows the Escrow Agent to identify customers (“Applicable Law”), the Escrow Agent is required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, each of Buyer and ROC agrees to provide to the Escrow Agent upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law, including, but not limited to, information as to name, physical address, tax identification number and other information that will help the Escrow Agent to identify and verify such party such as organizational documents, certificates of good standing (where applicable), licenses to do business or other pertinent identifying information. Buyer and ROC each understand and agree that the Escrow Agent cannot open the Escrow Account unless and until the Escrow Agent verifies the identities of Buyer and ROC in accordance with its CIP.

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the Effective Date.

ESCROW AGENT:

DELAWARE TRUST COMPANY

By: _____

Name:

Title:

[Signature Page to Good Faith Deposit Escrow Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the Effective Date.

BUYER:

VISTA OUTDOOR INC.

By: _____

Name:

Title:

[Signature Page to Good Faith Deposit Escrow Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the Effective Date.

ROC:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____

Name:

Title:

[Signature Page to Good Faith Deposit Escrow Agreement]

Schedule 1

Effective Date: [●], 2020

Name of Buyer: Vista Outdoor Inc.
Buyer Notice Address: c/o Vista Outdoor Inc.
1 Vista Way
Anoka, MN 55303
Attention: Dylan S. Ramsey
Email: Dylan.Ramsey@VistaOutdoor.com

Buyer TIN: 47-1016855

Name of ROC: Remington Outdoor Company, Inc.
ROC Notice Address: 100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D’Arcy
Email: ken.darcy@remington.com

ROC TIN: 26-0174491

Name of Escrow Agent: **Delaware Trust Company**
Escrow Agent Notice Address: 251 Little Falls Drive
Wilmington, DE 19808
Attn: Escrow Administration
Telephone: 866-291-6119
Facsimile: 302-636-8666

Email: trustadmin@delawaretrust.com

Escrow Agent Fees:
\$1,000 – set up fee payable in advance of the closing of the transaction
\$2,500 – escrow agent fee payable in advance of the closing of the transaction
and upon each subsequent annual anniversary date.

TRANSACTION FEES:
Wire transfer of fund: \$35.00/domestic wire initiated; \$75.00/international payment
Checks Cut: \$10.00/check cut
1099 Preparation: \$12.00/1099 prepared
1042-S Preparation: \$50.00/per 1042-S
Returned Check: \$30.00/returned item

Good Faith Deposit: \$[●]

Investment: [select one]

[] BlackRock FedFund Cash Management Class (the “Share Class”), an institutional money market mutual fund for which the Escrow Agent

serves as shareholder servicing agent and/or custodian or subcustodian. The parties hereto: (i) acknowledge Escrow Agent's disclosure of the services the Escrow Agent is providing to and the fees it receives from BlackRock; (ii) consent to the Escrow Agent's receipt of these fees in return for providing shareholder services for the Share Class; and (iii) acknowledge that the Escrow Agent has provided on or before the date hereof a BlackRock FedFund Cash Management Class prospectus which discloses, among other things, the various expenses of the Share Class and the fees to be received by the Escrow Agent.

- Such other investments as Buyer, ROC and Escrow Agent may from time to time mutually agree upon in a writing executed and delivered by Buyer and ROC and accepted by the Escrow Agent.
- The Good Faith Deposit shall be held in a non-interest bearing deposit account insured by the Federal Deposit Insurance Corporation to the applicable limits.

Schedule 2

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions**

If to Buyer:

<u>Name</u>	<u>Telephone Number</u>
1. Dylan Ramsey	(m) 801-989-8972; (o) 801-447-3039

If to ROC:

<u>Name</u>	<u>Telephone Number</u>
1. <u>William Krogseng</u>	<u>(336) 548-8506</u>
2. <u>Mark Little</u>	<u>(336) 508-1176</u>
3. _____	_____

Telephone call-backs may be made to both Buyer and ROC if joint instructions are required pursuant to this Escrow Agreement.

EXHIBIT 3

(See attached form of Bill of Sale)

BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”), dated as of this [●] day of [●], 2020, is entered into by and among Remington Outdoor Company, Inc., Barnes Bullets, LLC, Remington Arms Company, LLC, RA Brands, L.L.C. (each, an “Seller” and collectively, the “Seller”), and [●]¹ (the “Buyer”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, the Sellers and the Buyer are parties to that certain Asset Purchase Agreement, dated as of [●], 2020 (as amended from time to time in accordance with its terms, the “Purchase Agreement”), pursuant to which, among other things, the Buyer will purchase and assume from the Sellers certain assets, properties and rights and certain specified liabilities and obligations of the Sellers;

WHEREAS, the Sellers are the owners, collectively, of all right, title and interest in, to and under the Acquired Assets;

WHEREAS, pursuant to the Purchase Agreement, each Seller desires to assign to the Buyer, and the Buyer desires to acquire from such Seller, all of such Seller’s respective right, title, and interest in, to and under the applicable Acquired Assets; and

WHEREAS, the United States Bankruptcy Court for the Northern District of Alabama Northern Division presiding over Sellers’ bankruptcy cases entered that certain *Order Approving the Sale of the Debtors’ Assets free and clear of all Claims, Liens, and Interests* on [____], 2020 approving and authorizing the sale of the Acquired Assets to the Buyer on the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and the Buyer hereby agree as follows:

1. Assignment. Effective as of the Closing, pursuant to the terms and subject to the conditions of the Purchase Agreement, each Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer, and the Buyer hereby purchases and accepts, all of such Seller’s right, title and interest in, to and under the Acquired Assets. For the avoidance of doubt, no Seller hereby sells, transfers, conveys, assigns or delivers to the Buyer, and the Buyer does not accept, any of the Excluded Assets.

2. Purchase Agreement Controls. This Bill of Sale is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the representations, warranties, agreements, covenants, terms, conditions, limitations and other provisions thereof (including the Schedules attached thereto). No provision set forth in this Bill of Sale shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement or affect, expand or limit the rights and obligations of the parties under the Purchase Agreement. In the event of any conflict between this Bill of Sale and the Purchase Agreement, the Purchase

¹ RS Note to Draft: Name of final Buyer entity to be inserted.

Agreement shall control. The Buyer acknowledges that the Sellers make no representation or warranty with respect to the Acquired Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

3. No Rights in Third Parties. Nothing expressed or implied in this Bill of Sale is intended to confer upon any person or entity, other than the Sellers and the Buyer and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale.

4. Further Assurances and Miscellaneous. This Bill of Sale shall be subject to Article 12 of the Purchase Agreement, which is hereby incorporated by reference herein, *mutatis mutandis*.

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the Sellers and the Buyer have caused this Bill of Sale to be executed as of the date first above written.

SELLERS:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Sellers and the Buyer have caused this Bill of Sale to be executed as of the date first above written.

BUYER:

[•]

By: _____

Name:

Title:

EXHIBIT 4

(See attached form of Assignment and Assumption Agreement)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of this [●] day of [●], 2020, is entered into by and among Remington Outdoor Company, Inc., Barnes Bullets, LLC, Remington Arms Company, LLC, RA Brands, L.L.C. (each, an “Assignor” and collectively, the “Assignors”), and [●]¹ (the “Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement, dated as of [●], 2020 (as amended from time to time in accordance with its terms, the “Purchase Agreement”), pursuant to which, among other things, the Assignee will purchase and assume from the Assignors certain assets, properties and rights and certain specified liabilities and obligations of the Assignors;

WHEREAS, pursuant to the Purchase Agreement, each Assignor desires to assign to the Assignee, and the Assignee desires to assume from such Assignor, the respective Assumed Contracts and the Assumed Liabilities held by such Assignor; and

WHEREAS, the United States Bankruptcy Court for the Northern District of Alabama Northern Division presiding over Assignors’ bankruptcy cases entered that certain *Order Approving the Sale of the Debtors’ Assets free and clear of all Claims, Liens, and Interests* on [], 2020 approving and authorizing the sale of the Acquired Assets to Assignee on the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Assignment. Effective as of the Closing, pursuant to the terms and subject to the conditions of the Purchase Agreement, each Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee all of the Assumed Contracts and the Assumed Liabilities held by such Assignor. For the avoidance of doubt, no Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee does not accept, any of the Excluded Assets.

2. Assumption. Effective as of the Closing, pursuant to the terms and subject to the conditions of the Purchase Agreement, the Assignee hereby assumes and agrees to pay, perform and discharge all Assumed Liabilities. For the avoidance of doubt, the Assignee neither assumes from the Assignors, nor shall the Assignee be liable or responsible for, any Excluded Liabilities. Assignees acknowledge that Assignors make no representation or warranty with respect to the Acquired Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

3. Purchase Agreement Controls. This Agreement is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the representations,

¹ RS Note to Draft: Name of final Buyer entity to be inserted.

warranties, agreements, covenants, terms, conditions, limitations and other provisions thereof (including the Schedules attached thereto). No provision set forth in this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement or affect, expand or limit the rights and obligations of the parties under the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

4. No Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person or entity, other than the Assignors and the Assignee and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Further Assurances and Miscellaneous. This Agreement shall be subject to Article 12 of the Purchase Agreement, which are hereby incorporated by reference herein, *mutatis mutandis*.

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNORS:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNEE:

[•]

By: _____

Name:

Title:

EXHIBIT 5

[Reserved]

EXHIBIT 6

(See attached form of Intellectual Property Assignment Agreement)

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”) dated as of [●], 2020, is entered into by and by and among, on the one hand, , REMINGTON OUTDOOR COMPANY, INC., a Delaware corporation (the “ROC”), REMINGTON ARMS COMPANY, LLC, a Delaware limited liability company (“Remington”), BARNES BULLETS, LLC, a Delaware limited liability company (“Barnes”), and RA BRANDS, L.L.C., a Delaware limited liability company (“Brands”, and together with ROC, Remington and Barnes, each individually an “Assignor” and collectively, “Assignors”), and on the other hand, [●]¹ (“Assignee”). Assignors and Assignee are each sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Assignors desire to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to purchase and assume from Assignor, the Purchased Assets and the Assumed Liabilities pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”; capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement), dated as of [●], 2020, by and among Assignors and Assignee; and

WHEREAS, this Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, IT IS AGREED THAT:

1. Assignment. Each Assignor shall and hereby does irrevocably assign, convey and transfer to Assignee all of Assignor’s right, title and interest in all of the Acquired Intellectual Property, including, without limitation, all of the registered Intellectual Property set forth below included in the Acquired Intellectual Property:

(a) the patents and patent applications set forth on Schedule 1 of Exhibit A hereto (if any), the rights to file for patent protection for the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the Patent Cooperation Treaty, and all other conventions, and the worldwide right to file applications for said inventions in Assignor’s own name (collectively, the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 1 of Exhibit B hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”);

(c) the copyright registrations and applications set forth on Schedule 1 of Exhibit C hereto (if any), and all issuances, extensions, and renewals thereof (the “Copyrights”); and

¹ RS Note to Draft: Name of final Buyer entity to be inserted.

(d) the internet domain names set forth on Exhibit D hereto (if any) (collectively, the "Domain Names").

2. Maintenance, Prosecution, and Enforcement. After the closing of the transactions contemplated under the Purchase Agreement, Assignee shall be solely responsible for maintaining and prosecuting any registrations of Intellectual Property associated with the Acquired Intellectual Property, including the filing and prosecution of all necessary applications, and the payment of all necessary fees relating to the Acquired Intellectual Property that constitutes registered Intellectual Property. The following short form assignment agreements shall be executed by the Parties and recorded by Assignee with the relevant Government authority: (i) the Patent Assignment attached hereto as Exhibit A, (ii) the Trademark Assignment attached hereto as Exhibit B (except that any U.S. intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office shall not be assigned until after such statement is accepted by the United States Patent and Trademark Office), and (iii) the Copyright Assignment attached hereto as Exhibit C. The assignment in Section 1 above includes all rights to enforce rights in the Acquired Intellectual Property (including, without limitation, any rights to sue and collect damages, payments or other consideration resulting from any past or future claim or action against any third person for infringing upon any Acquired Intellectual Property).

3. Unassignable Intellectual Property. To the extent that any of the Acquired Intellectual Property is not assignable or otherwise transferable by Assignors to Assignee ("Unassignable IP"), a non-inclusive list of which is set forth on Exhibit E hereto (if any), Assignors shall, in descending order based on the rights to such Unassignable IP held by Assignors:

(i) use commercially reasonable efforts to obtain any necessary waiver, approval, or consent from any required third party to assign such Unassignable IP to Assignee, and upon obtaining such waiver, approval, or consent, such Unassignable IP shall be deemed to have been automatically sold, assigned, transferred, conveyed, and delivered by Assignors to Assignee as Acquired Intellectual Property;

(ii) grant to Assignee an exclusive, even as to Assignors, royalty free, irrevocable, perpetual, transferrable, fully paid-up, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to make, have made, modify, use, create derivative works from, import, export, and sell such Unassignable IP and products or services based on such Unassignable IP;

(iii) grant to Assignee a non-exclusive license that shall be, to the fullest extent possible, royalty free, irrevocable, perpetual, transferrable, fully paid-up and worldwide (with rights to sublicense through multiple tiers of sublicenses) to make, have made, modify, use, create derivative works from, import, export, and sell such Unassignable IP and products or services based on such Unassignable IP; and

(iv) covenant to never assert against Assignee, its affiliates, successors, assigns, or their respective customers, agents, or representatives any such Unassignable IP in which Assignors cannot grant the licenses listed above.

4. Cooperation; Power of Attorney. Each Assignor hereby irrevocably designates and appoints each officer of Assignee as such Assignor's agent and attorney-in-fact to execute any papers on such Assignor's behalf, and to take any and all actions as Assignee may deem necessary or desirable, in order to effectuate the assignment to Assignee of the Acquired Intellectual Property that is the subject of any registration or application for registration in any jurisdiction and to record or otherwise perfect such assignment with any applicable authority in any applicable jurisdiction. This power of attorney is coupled with an interest and shall be irrevocable.

5. Moral Rights. To the fullest extent allowed under applicable Law, each Assignor irrevocably assigns, conveys, and transfers to Assignee any moral rights in or with respect to the Acquired Intellectual Property that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of moral rights, and irrevocably waives and agrees never to assert any moral rights in or with respect to any and all of the Acquired Intellectual Property that may exist anywhere in the world.

6. Notices. Notices hereunder shall be given in accordance with the Purchase Agreement.

7. Successors and Assigns. This Assignment shall be binding on the Parties and their successors and assigns.

8. Terms of Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignors or Assignee under the Purchase Agreement. Assignee acknowledges that Assignors make no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement. To the extent any conflict or inconsistency arises between any of the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

9. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. Entire Agreement; Amendment. This Assignment constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, communications, discussions and correspondence concerning such subject matter. This Assignment may be amended or modified only with the prior written consent of the Parties.

11. Headings. The section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Assignment.

12. Counterparts. This Assignment may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format date file, such signature shall create a valid

and binding obligation of the executing Party (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

13. Governing Law; Dispute Resolution. Section 12.3 and Section 12.4 of the Purchase Agreement are incorporated herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNORS:

REMINGTON ARMS COMPANY, LLC

By: _____
Name: _____
Title: _____

BARNES BULLETS, LLC

By: _____
Name: _____
Title: _____

RA BRANDS, L.L.C.

By: _____
Name: _____
Title: _____

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

US_ACTIVE-154447764.7

ASSIGNEE:

[•]

By: _____
Name:
Title:

EXHIBIT A

PATENT ASSIGNMENT

This Patent Assignment (this “**Patent Assignment**”), dated as of [●], 2020 (the “**Effective Date**”), is made by and by and by and among, on the one hand, REMINGTON OUTDOOR COMPANY, INC., a Delaware corporation (the “**ROC**”), REMINGTON ARMS COMPANY, LLC, a Delaware limited liability company (“**Remington**”), BARNES BULLETS, LLC, a Delaware limited liability company (“**Barnes**”), and RA BRANDS, L.L.C., a Delaware limited liability company (“**Brands**”, and together with ROC, Remington and Barnes, each individually an “**Assignor**” and collectively, “**Assignors**”), and on the other hand, [●]² (“**Assignee**”). Assignors and Assignee are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignors are the owners of the patents and patent applications described on **Schedule 1** (the “**Patents**”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, by and among Assignors and Assignee, dated as of [●], 2020 (the “**Purchase Agreement**”), Assignors have agreed to assign to Assignee all of Assignors’ right, title, and interest in and to the Patents. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignors shall and hereby do sell, transfer, and assign to Assignee, and its successors and assigns, Assignors’ entire right, title, and interest in the Patents, including all reissues, divisions, reexaminations, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof, and all equivalent or similar rights anywhere in the world in inventions and discoveries first disclosed in such Patents therefor, together with all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights with respect to the Patents, including causes of action and other enforcement rights for (a) damages, (b) injunctive relief, and (c) any other remedies of any kind, and in each case for past, current, and future infringement of any such Patents, including royalties and other payments.

Assignors hereby authorize the respective patent office (e.g., US Patent and Trademark Office) or Government authority in each applicable jurisdiction to issue any and all patents, certificates of invention or other similar governmental grants or issuances that may be granted for any of the Patents in the name of Assignee, as the assignee.

This Patent Assignment is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted in the federal courts of the United States or the

² RS Note to Draft: Name of final Buyer entity to be inserted.

courts of the State of Delaware in each case located in New Castle County, Delaware, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. The parties hereto agree that irreparable damage would occur if any provision of this Patent Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

This Patent Assignment shall inure to the benefit of and be binding upon Assignee and Assignors and their respective successors and assigns. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNORS:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name:
Title:

[Signature Page to Patent Assignment]

US_ACTIVE-154447764.7

ASSIGNEE:

[•]

By: _____
Name:
Title:

[Signature Page to Patent Assignment]

US_ACTIVE-154447764.7

SCHEDULE 1 OF EXHIBIT A
PATENTS AND PATENT APPLICATIONS

[To be provided]

EXHIBIT B

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated as of [●], 2020 (the “**Effective Date**”), is made by and among, on the one hand, REMINGTON OUTDOOR COMPANY, INC., a Delaware corporation (the “**ROC**”), REMINGTON ARMS COMPANY, LLC, a Delaware limited liability company (“**Remington**”), BARNES BULLETS, LLC, a Delaware limited liability company (“**Barnes**”), and RA BRANDS, L.L.C., a Delaware limited liability company (“**Brands**”, and together with ROC, Remington and Barnes, each individually an “**Assignor**” and collectively, “**Assignors**”), and on the other hand, [●]³ (“**Assignee**”). Assignors and Assignee are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignors are the owners of the trademarks and trademark applications described on **Schedule 1** (the “**Trademarks**”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, by and among Assignors and Assignee, dated as of [●], 2020 (the “**Purchase Agreement**”), Assignors have agreed to assign to Assignee all of Assignors’ right, title, and interest in and to the Trademarks, together with the goodwill associated therewith. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignors shall and hereby do sell, transfer, and assign to Assignee, and its successors and assigns, Assignor’s entire right, title, and interest in the Trademarks (except that any U.S. intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office shall not be assigned until after such statement is accepted by the United States Patent and Trademark Office) including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignors’ business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, together with all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights with respect to the Trademarks, including causes of action and other enforcement rights for (a) damages, (b) injunctive relief, and (c) any other remedies of any kind, and in each case for past, current, and future infringement of any such Trademarks, including royalties and other payments.

Assignor hereby authorizes the respective trademark office (e.g., US Patent and Trademark Office) or Government authority in each applicable jurisdiction to issue any and all trade and

³ RS Note to Draft: Name of final Buyer entity to be inserted.

service marks or other similar governmental grants, registrations, or issuances that may be granted for any of the Trademarks in the name of Assignee, as the assignee.

This Trademark Assignment is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. The parties hereto agree that irreparable damage would occur if any provision of this Trademark Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

This Trademark Assignment shall inure to the benefit of and be binding upon Assignee and Assignors and their respective successors and assigns. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNORS:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

US_ACTIVE-154447764.7

ASSIGNEE:

[•]

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

US_ACTIVE-154447764.7

SCHEDULE 1 OF EXHIBIT B

TRADEMARKS AND TRADEMARK APPLICATIONS

[To be provided]

EXHIBIT C

COPYRIGHT ASSIGNMENT

This Copyright Assignment (this “**Copyright Assignment**”), dated as of [●], 2020 (the “**Effective Date**”), is made by and among, on the one hand, REMINGTON OUTDOOR COMPANY, INC., a Delaware corporation (the “**ROC**”), REMINGTON ARMS COMPANY, LLC, a Delaware limited liability company (“**Remington**”), BARNES BULLETS, LLC, a Delaware limited liability company (“**Barnes**”), and RA BRANDS, L.L.C., a Delaware limited liability company (“**Brands**”, and together with ROC, Remington and Barnes, each individually an “**Assignor**” and collectively, “**Assignors**”) and on the other hand, [●]⁴ (“**Assignee**”). Assignors and Assignee are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignors are the owner of the registered copyrights and applications for registered copyrights described on **Schedule 1** (the “**Copyrights**”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, by and among Assignors and Assignee, dated as of [●], 2020 (the “**Purchase Agreement**”), Assignors have agreed to assign to Assignee all of Assignor’s right, title, and interest in and to the Copyrights. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignors shall and hereby do sell, transfer, and assign to Assignee, and its successors and assigns, Assignors’ entire right, title, and interest in the Copyrights, without condition, limitation, or reservation, including, but not limited to: (a) all common law and statutory rights related to the Copyrights, all rights of renewal and extension; (b) the right to apply for registration in the United States of America and all foreign countries; (c) the right to sue for, settle and release past, present and future infringement of the Copyrights, and in each case for past, current, and future infringement of any such Copyrights, including royalties and other payments. Not limiting the foregoing, Assignee may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Copyrights and any derivative works thereof in its sole and absolute discretion.

If Assignors have any rights, including without limitation “artist’s rights” or “moral rights,” in the Copyrights that cannot be assigned, Assignors agree to waive and hereby waive enforcement worldwide of such rights against Assignee. In the event that Assignors have any such rights, that cannot be assigned or waived, Assignors hereby grant to Assignee an exclusive, worldwide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Copyrights in any medium or format, whether now known or later developed.

⁴ RS Note to Draft: Name of final Buyer entity to be inserted.

Assignors hereby authorize the respective copyright office (e.g., US Copyright Office) or Government authority in each applicable jurisdiction to issue any and all copyrights or other similar governmental grants or registrations that may be granted for any of the Copyrights in the name of Assignee, as the assignee.

This Copyright Assignment is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. The parties hereto agree that irreparable damage would occur if any provision of this Copyright Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

This Copyright Assignment shall inure to the benefit of and be binding upon Assignee and Assignors and their respective successors and assigns. This Copyright Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Copyright Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Copyright Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Copyright Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNORS:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name:
Title:

[Signature Page to Copyright Assignment]

US_ACTIVE-154447764.7

ASSIGNEE:

[•]

By: _____
Name:
Title:

[Signature Page to Copyright Assignment]

US_ACTIVE-154447764.7

SCHEDULE 1 OF EXHIBIT C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

[To be provided]

EXHIBIT D

DOMAIN NAMES

[To be provided]

EXHIBIT E

UNASSIGNABLE INTELLECTUAL PROPERTY

[To be provided]

EXHIBIT 7

(See attached form of Transition Services Agreement)

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of this [●] day of [●], 2020, is entered into by and among Remington Outdoor Company, Inc. (“ROC”, and together with the subsidiaries of ROC set forth on the signature pages hereto, “Seller”), and Vista Outdoor Inc., a Delaware corporation (“Buyer”, and together with Seller, the “Parties” and each a “Party”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of September [●], 2020 (as amended from time to time in accordance with its terms, the “Purchase Agreement”), pursuant to which, among other things, Buyer will purchase and assume from Seller certain assets, properties and rights and certain specified liabilities and obligations of Seller;

WHEREAS, to facilitate the transactions contemplated by the Purchase Agreement, Seller and Buyer have agreed to provide each other certain Transition Services (as defined below); and

WHEREAS, the Parties are willing to provide such respective services upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

SERVICES PROVIDED

1.1. During the Term (as defined below), Seller will provide, or cause to be provided, to Buyer those specific services as described and for up to the length of time specified on Schedule 1 to this Agreement, upon the terms and subject to the conditions set forth in this Agreement (the “Seller Transition Services”); provided, that Seller may delegate all or any portion of its obligations to perform Seller Transition Services hereunder to M-III Partners, LP or its affiliates, to former employees of Seller re-engaged as contractors for the benefit of the Seller's bankruptcy estate, or other third-party firms; and provided, further that no such assignment or delegation shall release the applicable Seller of its obligations hereunder.

1.2. During the Term, Buyer will provide, or cause to be provided, to Seller those specific services as described and for up to the length of time specified on Schedule 2 to this Agreement, upon the terms and subject to the conditions set forth in this Agreement (the “Buyer Transition Services” and, together with Seller Transition Services, the “Transition Services”).

1.3. During the Term, a Party may request that the other Party (i) provide additional Transition Services that are not currently described on Schedule 1 or Schedule 2 and/or (ii) make

modifications to existing Transition Services. Seller or Buyer, as applicable, will use commercially reasonable efforts to accommodate any such reasonable requests. The requesting Party shall submit a request in writing to the other Party specifying the nature of the additional or modified Transition Services; the Parties shall negotiate as to any such applicable changes, including, without limitation, pricing, scope and term; and Schedule 1 or Schedule 2, as applicable, shall be amended to incorporate such changes that are finally agreed upon pursuant to a written instrument signed by Seller and Buyer.

ARTICLE 2

TERM AND TERMINATION

21. Schedule 1 and Schedule 2 sets forth the length of the contemplated Transition Services, the term of this Agreement (the “Term”) will commence on the Closing Date and continue until the date no Transition Services are being provided hereunder by any Party (such date, the “Termination Date”).

(a) Upon transition of a Seller Transition Service to Buyer or upon Buyer’s determination, prior to the Termination Date, that it otherwise no longer requires one or more Seller Transition Services, Buyer may terminate one or more Seller Transition Service(s) (the “Seller Terminated Transition Services”) by providing thirty (30) days advance written notice thereof to ROC (or such other notice period as specified on Schedule 1 for the particular Seller Transition Service). Upon expiration of the applicable notice period, Seller’s obligation under this Agreement to provide such Seller Terminated Transition Services shall terminate, and Buyer shall no longer be obligated to make payment for such Seller Terminated Transition Services (except with respect to any amounts due and owing for any Seller Transition Service performed prior to such termination). For the avoidance of doubt, other than Seller Terminated Transition Services, all other Seller Transition Services shall continue in accordance with the terms hereof.

(b) Upon transition of a Buyer Transition Service to Seller or upon Seller’s determination, prior to the Termination Date, that it otherwise no longer requires one or more Buyer Transition Services, Seller may terminate one or more Buyer Transition Service(s) (the “Buyer Terminated Transition Services”) by providing thirty (30) days advance written notice thereof to Buyer (or such other notice period as specified on Schedule 2 for the particular Buyer Transition Service). Upon expiration of the applicable notice period, Buyer’s obligation under this Agreement to provide such Buyer Terminated Transition Services shall terminate, and Seller shall no longer be obligated to make payment for such Buyer Terminated Transition Services (except with respect to any amounts due and owing for any Buyer Transition Service performed prior to such termination). For the avoidance of doubt, other than Buyer Terminated Transition Services, all other Buyer Transition Services shall continue in accordance with the terms hereof.

22. This Agreement shall terminate on the Termination Date, but may be terminated earlier:

- (a) Upon the written mutual agreement of Buyer and ROC; or
- (b) By Seller or Buyer:

(i) if the other Party defaults in the payment when due of any invoiced amount payable pursuant to Article 3 and such default continues unremedied for fifteen (15) days after written notice of such default is delivered to the defaulting Party; or

(ii) if the other Party materially breaches of any of its obligations under this Agreement (other than with respect to any failure to make payments for invoiced amounts) and such breach is not cured within thirty (30) days after written notice of such breach is delivered to the breaching Party.

(c) Notwithstanding any provision herein to the contrary, this Section 2.2, ARTICLE 3, ARTICLE 5, ARTICLE 8 and ARTICLE 10 shall survive the termination of this Agreement and no such termination shall relieve either Party for any liability arising prior to the date of such termination, including with respect to any payment obligations.

ARTICLE 3

CHARGES FOR SERVICES

3.1. Seller will provide Seller Transition Services to Buyer and Buyer will pay the fee(s) set forth for each such Seller Transition Service in Schedule 1 to this Agreement. In addition to such amount, in the event that Seller incurs reasonable and documented out-of-pocket expenses in the provision of any Seller Transition Services, Buyer shall reimburse Seller for all such out-of-pocket expenses. Seller shall invoice Buyer at the end of each month for the amounts owed in connection with Seller Transition Services and any other amounts that may be due hereunder. With respect to any amounts owed in connection with any Seller Terminated Transition Service, Buyer shall only be obligated to pay a *pro rata* portion of the applicable monthly fee for such Seller Terminated Transition Service, based on the number of days elapsed in the applicable month up to, and including, the effective termination date.

3.2. Buyer will provide Buyer Transition Services to Seller and Seller will pay the fee(s) set forth for each such Buyer Transition Services in Schedule 2 to this Agreement. In addition to such amount, in the event that Buyer or any of its Affiliates incurs reasonable and documented out-of-pocket expenses in the provision of any Buyer Transition Services, Seller shall reimburse Buyer for all such out-of-pocket expenses. Buyer shall invoice Seller at the end of each month for the amounts owed in connection with Buyer Transition Services and any other amounts that may be due hereunder. With respect to any amounts owed in connection with any Buyer Terminated Transition Service, Seller shall only be obligated to pay a *pro rata* portion of the applicable monthly fee for such Buyer Terminated Transition Service, based on the number of days elapsed in the applicable month up to, and including, the effective termination date.

3.3. Each Party acknowledges and agrees that the other Party, at its reasonable discretion, may employ third party service providers to perform or provide any of the Transition Services or any secretarial, administrative, telephone, e-mail or other services necessary or ancillary to the Transition Services, all of which may be contracted for separately by the Party providing such Transition Services through a third party. The Party providing such subcontracted Transition Services shall cause each such third party service provider to comply with the terms of this Agreement as if it was an original party hereto and to provide the Transition Services or

ancillary services, as applicable, in the same manner and with the same level and quality of service and degree of care as the Party responsible for providing such Transition Services is obligated to provide under this Agreement. The Party subcontracting such Transition Services shall be liable to the other Party for any breach by such third party service provider of the terms and conditions of this Agreement. Any fees charged by such third party service providers shall be included in the invoiced amounts sent to Buyer or Seller, as applicable

3.4. All consideration under this Agreement is exclusive of any sales, transfer, goods or services taxes or similar gross receipts based tax (including any such taxes that are required to be withheld, but excluding all other taxes including taxes based upon or calculated by reference to income, receipts or capital) imposed against or on services and other amounts due under this Agreement (“Sales Taxes”) and such Sales Taxes will be added to the consideration payable by the Party receiving the Transition Services, where applicable. Such Sales Taxes shall be separately stated on the relevant invoice.

3.5. All amounts due to Buyer or Seller, as applicable, under this Agreement will be due and payable by wire transfer of immediately available funds within fifteen (15) calendar days of Seller’s receipt or Buyer’s receipt, respectively, of the invoice therefor, in each case, except as otherwise set forth on Schedule 1 or Schedule 2, as applicable. Such invoice will set forth in reasonable detail the amounts due and owing in respect of the Transition Services provided during the period since the immediately preceding invoice was submitted to the applicable Party, including fees for the Transition Services, any out-of-pocket expenses, third party costs and any applicable Sales Taxes thereon.

3.6. In connection with the performance of the Transition Services, no Party shall have any obligation to (a) purchase, renew, upgrade, enhance or otherwise modify any computer hardware, software, or network environment currently used, (b) provide any support or maintenance services for any computer hardware, software, or network environment that has been upgraded, enhanced or otherwise materially modified such that the cost of performing, or ability to perform, such services is materially increased from the computer hardware, software, or network environment that is currently used or (c) convert from one format to another any business data for use by any Party or any other Person in connection with the Transition Services or otherwise.

ARTICLE 4

PERFORMANCE STANDARD

4.1. Buyer acknowledges that Seller is not in the business of providing Seller Transition Services (or services of a like nature) to third parties, and that Seller Transition Services are being provided to Buyer by Seller as an accommodation to facilitate the transactions contemplated by the Purchase Agreement. As such, nothing in this Agreement will require or be interpreted to require Seller or its Affiliates to provide a Seller Transition Service to Buyer beyond the scope, manner, content and quality standard of such Seller Transition Service as performed by Seller as of immediately prior to the Closing Date. Seller will perform, or cause to be performed, each Seller Transition Service in good faith, in accordance with applicable Legal Requirements and in substantially the same manner and with substantially the same level and quality of service and degree of care as Seller provides the same or similar services to its operations during the Term.

4.2. Seller acknowledges that Buyer is not in the business of providing Buyer Transition Services (or services of a like nature) to third parties, and that Buyer Transition Services are being provided to Seller by Buyer as an accommodation to facilitate the transactions contemplated by the Purchase Agreement. As such, nothing in this Agreement will require or be interpreted to require Buyer or its Affiliates to provide a Buyer Transition Services to Seller beyond the scope, manner, content and quality standard of such Buyer Transition Services as performed by Seller or its Affiliates as of immediately prior to the Closing Date. Buyer will perform, or cause to be performed, each Buyer Transition Services in good faith, in accordance with applicable Legal Requirements, and in substantially the same manner and with substantially the same level and quality of service and degree of care as Buyer provides the same or similar services to its operations during the Term; provided, however, to the extent that Buyer is not transferred all or any of the necessary assets to perform any of the Buyer Transition Services (for any reason), including any of the Business Data, and Buyer, in good faith, is unable to perform any of the Buyer Transition Services as a result thereof, then Buyer shall not be required to perform any such Buyer Transition Services. For the avoidance of doubt, this inability to perform any such Buyer Transition Service shall not constitute a breach of this Agreement.

4.3. Seller and Buyer acknowledge that any Other Buyer (as defined below) shall be a third party beneficiary of, with rights to enforce, this Agreement.

ARTICLE 5

NO WARRANTIES; MAXIMUM LIABILITY

5.1. NONE OF SELLER, BUYER OR THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER. NONE OF SELLER, BUYER OR THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES SHALL HAVE ANY LIABILITY TO ANY OTHER PARTY HERETO, OTHER THAN IN THE CASE OF INTENTIONAL MISCONDUCT OR FRAUD ON THE PART OF SUCH PARTY WITH RESPECT TO THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER, AND IN SUCH CASE, THE MAXIMUM LIABILITY OF THE PARTIES AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES UNDER, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT AND/OR THE TRANSITION SERVICES PROVIDED BY OR ON BEHALF OF SUCH PARTY, AND THE SOLE REMEDY OF THE OTHER PARTY UNDER, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT AND/OR THE SERVICES, SHALL BE A REFUND OF THE PRICE PAID FOR THE PARTICULAR TRANSITION SERVICE OR A RE-DELIVERY (OR DELIVERY) OF SUCH TRANSITION SERVICE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, SPECULATIVE, REMOTE, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER RESULTING FROM NEGLIGENCE OF SUCH PARTY OR ITS SUBSIDIARIES OR AFFILIATES, OR OTHERWISE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, ALL TRANSITION SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6

ACCESS RIGHTS

6.1. Buyer's Facility Access. During the Term, Buyer and its employees and representatives shall be provided reasonable access, during regular business hours and upon reasonable prior request, to, and office space within, Seller's facilities set forth on Schedule 1 for the purpose of providing Buyer Transition Services.

6.2. Seller's Facility Access. During the Term, Seller and its employees and representatives shall be provided reasonable access, during regular business hours and upon reasonable prior request, to, and office space within, Buyer's facilities set forth on Schedule 2 for the purpose of providing Seller Transition Services.

6.3. Compliance with Rules and Regulations. Each Party will instruct its personnel, agents, subcontractors, and other representatives to comply with the safety standards, security regulations and other published policies of the other Party while on the other Party's premises for purposes related to the Transition Services. Each Party shall ensure that when entering or within the other Party's premises, all such Party's personnel, agents, subcontractors, and other representatives must establish their identity to the satisfaction of security personnel and comply with all directions given by them, including directions to display any identification cards provided by such other Party.

ARTICLE 7

RELATIONSHIP MANAGEMENT

7.1. Seller and Buyer will each appoint one (1) individual to have primary responsibility and oversight for the provision of all services under this Agreement and to be each Party's primary point of contact (each a "TSA Coordinator"). The initial TSA Coordinator on behalf of Seller will be [●]. The initial TSA Coordinator on behalf of Buyer will be Peter Mark. Each of ROC and Buyer may replace its respective TSA Coordinator by providing written notice to the other Party in accordance with Section 10.4.

7.2. The TSA Coordinators will hold meetings, from time to time, to discuss the performance of this Agreement and seek in good faith to resolve any disputes that may arise pertaining to this Agreement.

7.3. In the event that either Seller or Buyer, in good faith, disputes any charge set forth on an invoice provided to it by the other Party (a "Dispute"), Buyer or Seller, as applicable, shall deliver a written statement to such other Party no later than ten (10) calendar days prior to the date payment is due on such invoice providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid in accordance with Section 3.5. The Parties shall work in good faith to resolve all Disputes within thirty (30) days following the delivery of a written statement to either Party, and the applicable Party's obligation to pay such

disputed amounts shall be tolled during the pendency of such Dispute. In the event that Buyer and Seller are unable to resolve any Dispute involving amounts that exceed One Hundred Thousand Dollars (\$100,000), in the aggregate, during such thirty (30) day period, the Parties shall submit such Dispute at the earliest possible date to mediation conducted in accordance with the Commercial Mediation Procedures of the American Arbitration Association, which shall be held in New York, New York or such other place as the Parties may mutually agree. Each Party shall bear its own costs and expenses in connection with such mediation and the Parties shall equally bear the costs of the mediation. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days or such longer period as they may mutually agree following the initial mediation session. Buyer and Seller shall continue performing the Transition Services in accordance with this Agreement during the pendency of any Dispute; provided, however, that such Transition Services shall not extend beyond the Term.

ARTICLE 8

CONFIDENTIALITY

8.1. During the Term and for a period of three (3) years thereafter, each Party shall, and shall cause its personnel, agents and subcontractors or any other Persons providing Transition Services on its behalf to, keep confidential and not make available or disclose any non-public information or material of the other Party that is or has been (a) disclosed or made available to such Persons under or in connection with this Agreement, whether orally, electronically, in writing or otherwise, including copies, or (b) learned, acquired, or generated by such Persons in connection with this Agreement (collectively, “Confidential Material”), without the prior written consent of the other Party. Each Party shall use the same degree of care, but no less than reasonable care, to protect the other Party’s Confidential Material as it uses to protect its own Confidential Material of like nature. Notwithstanding the foregoing, Confidential Material may be disclosed on an as needed basis to personnel, subcontractors, agents or advisors of the receiving Party as necessary for the purpose of fulfilling the receiving Party’s obligations under this Agreement; provided that (i) the receiving Party takes all reasonable steps to ensure that any such Confidential Material disclosed to any of its Affiliates, personnel, subcontractors, agents or any other Persons providing Transition Services on its behalf pursuant to this Section 8.1 is treated as confidential by such Persons and (ii) the receiving Party remains liable for any breach of this ARTICLE 8 by such Persons.

8.2. The provisions of this ARTICLE 8 shall not apply to any Confidential Material which: (a) is or becomes commonly known within the public domain other than by breach of this Agreement or by breach of another agreement; (b) is obtained from a third party who is lawfully authorized to disclose such information free from any obligation of confidentiality; (c) is independently developed without reference to any Confidential Material; (d) is disclosed or used with the prior written approval of the disclosing Party; or (e) is disclosed by the receiving Party in response to a legal mandate (e.g., a subpoena or court order), after the receiving Party promptly notifies the disclosing Party (to the extent permitted by applicable law) and provides a reasonable opportunity to oppose such mandate (to the extent permitted by applicable law).

ARTICLE 9

SYSTEM ACCESS

9.1. If a Party is given access to the other Party's computer systems or software (collectively, the "Systems") in connection with the Transition Services, the Party given access shall, and shall cause its personnel, agents and subcontractors to, comply with all of the other Party's commercially reasonable system security policies, procedures and requirements that have been provided to it in writing (collectively, "Security Policies"), and not tamper with, compromise or circumvent any security or audit measures employed by such other Party. The Party given access shall, and shall cause its personnel, agents and subcontractors to, access and use only those Systems of the other Party for which it has been granted the right to access and use.

9.2. Each Party is responsible for performing commercially reasonable checks on its personnel, agents, subcontractors or any other Persons providing Transition Services on its behalf, before granting such Persons access to use the other Party's Systems.

9.3. Each Party shall use commercially reasonable efforts to ensure that only those of its personnel, agents, or subcontractors who are specifically authorized to have access to the Systems of the other Party gain such access, and prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including notifying its personnel, agents, or subcontractors of the restrictions set forth in this Agreement and of the Security Policies.

9.4. If, at any time, a Party given access to the other Party's Systems determines that any of its personnel, agents, or subcontractors has sought to circumvent, or has circumvented, the Security Policies, gained unauthorized access, or has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or software of the other Party, the Party given access shall promptly terminate any such Person's access to the Systems and immediately notify the other Party. The Parties shall use commercially reasonable efforts to cooperate with each other in investigating any apparent unauthorized access to the other Party's Systems.

ARTICLE 10

MISCELLANEOUS

10.1. Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. The rights and obligations under this Agreement may not be assigned by either Party without the prior written consent of the other Party which shall not be unreasonably withheld, conditioned or delayed; provided, however, that (a) either Party may assign its rights and obligations hereunder without such consent to a Subsidiary or Affiliate of such Party and (b) Seller shall have the right to assign its rights and obligations hereunder pursuant to the last sentence of this Section 10.1. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assigns of the Parties and the name of a Party appearing herein will be deemed to include the names of such Party's successors and permitted assigns to the extent

necessary to carry out the intent of this Agreement. Notwithstanding anything to the contrary herein, in the event that Seller sells, assigns or conveys a significant part of those of its assets that are not purchased and assumed by Buyer, including in connection with the Bankruptcy Case or otherwise, to one Person or a group of affiliated Persons (other than to Buyer) (an “Other Buyer”), then Seller (i) shall require the Other Buyer to assume all obligations and liabilities of Seller related to the relevant Transition Services being provided by Seller under this Agreement as if the Other Buyer was an original party to this Agreement and (ii) may, without the consent of Buyer, freely assign this Agreement in whole and all of its rights under this Agreement, to the Other Buyer and, with respect to each applicable Transition Service under this Agreement, the term “Seller” shall be deemed to include the Other Buyer to the extent that the Other Buyer is an obligee of such applicable Transition Service.

10.2. Relationship between the Parties. Each Party’s relationship with the other hereunder shall be solely that of an independent contractor, and there is no agency, joint venture, partnership, or any other relationship between the Parties. Each Party shall be solely responsible for all salary, employment, payroll and other benefits of and liabilities owed to, and compliance with immigration and visa laws and requirements in respect of, its personnel assigned to perform services. In performing their respective duties hereunder, all personnel engaged in providing Transition Services shall be under the direction, control and supervision of the providing Party; and the providing Party shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such personnel. The employees of the providing Party engaged in providing Transition Services to the receiving Party shall not, by virtue thereof, become employees of the receiving Party.

10.3. Data Ownership. Financial and accounting data newly created pursuant to a Transition Service provided hereunder and on behalf of the Party receiving such Transition Service shall be owned by such receiving Party. The Parties hereby acknowledge and agree that, as between the Parties, any and all intellectual property and other properties and assets owned or licensed by any Party hereunder shall remain at all times the sole and exclusive property and assets of such Party; provided that nothing herein shall create, grant or imply to any Party providing Transition Services any licenses under any trademark, patent or copyright or any other intellectual property right in respect of any intellectual property of the Party receiving Transition Services or its Affiliates. No Party or any of its Affiliates will otherwise gain, by virtue of this Agreement, any rights of ownership or use for any patents, copyrights, trade secrets, trademarks or any other intellectual property rights owned by the other Party or its Affiliates.

10.4. Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the Party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the Party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John-Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Vista Outdoor Inc.
1 Vista Way
Anoka, MN 55303
Attention: Dylan S. Ramsey
Email: Dylan.Ramsey@VistaOutdoor.com

With a copy to (which copy alone shall not constitute notice):

Reed Smith LLP
599 Lexington Avenue
New York, NY 10022
Attention: Christopher M. Sheaffer
Email: CSheaffer@ReedSmith.com

(b) Any Party may change its address for the purpose of this Section 10.4 by giving the other Party written notice of its new address in the manner set forth above

10.5. Cooperation. The Parties will reasonably cooperate with each other in all matters relating to the provision and receipt of Transition Services hereunder and to mitigate problems should they arise. Either Party may substitute any of their controlled Affiliates to provide a service; provided, in each case, any additional cost to the receiving Party for a service caused by, relating to or arising out of any such substitution shall be borne by the providing Party for that service and, the performance and quality of the services provided by such controlled Affiliate shall ultimately be the responsibility of the original Party to this Agreement. To the extent that any service is provided or received by an controlled Affiliate of a Party, such Party shall cause (and be liable for) its respective controlled Affiliates to comply with the terms and conditions of this Agreement relating to the provision and receipt of services, and the performance and quality thereof, including

providing necessary information and documentation, as if such controlled Affiliate or successor were a “Party” under this Agreement.

10.6. Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

10.7. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.7.

10.8. Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

10.9. Schedules. All Schedules to this Agreement are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

10.10. Severability. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

10.11. Amendments; Waiver. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

10.12. Force Majeure. No Party shall be responsible for failure to perform its respective obligations hereunder during the pendency of a force majeure which shall include, but not be limited to: fires; floods; riots; strikes; labor disputes; freight embargoes or transportation delays (not caused by such Party); inability or delay attributable to acts of third parties to secure fuel, material, supplies, equipment, or power at reasonable prices or on account of shortages thereof; acts of God or of the public enemy; any existing or future laws, rules, regulations, or acts of any federal, state, or local government (including specifically, but not exclusively, any orders, rules, or regulations issued by any official or agency of any such government, including those relating to any declared pandemic) that would prohibit under applicable law, or otherwise render impossible, performance hereunder; or any other cause beyond the reasonable control of a Party. The Party claiming that its failure to perform is caused by force majeure shall give written notice to the Party receiving the affected Transition Services as soon as reasonably practicable, stating the date and the anticipated impact of such event. During the pendency of such force majeure, the Party whose performance is prevented shall use commercially reasonable efforts to fulfill its obligations hereunder by other means, shall perform all other obligations under this Agreement that are not subject to a force majeure and, in any event, shall upon termination of such force majeure, promptly cure the failure to perform as soon as possible. If performance has not been cured within ten (10) days, the other Party may arrange for such performance from a third party (and deduct any reasonable out-of-pocket costs payable to the third party in connection therewith from the amounts due hereunder for the applicable affected services) or terminate this Agreement with respect to the affected Transition Service(s).

10.13. Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

SELLER:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

FGI OPERATING COMPANY, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

FGI HOLDING COMPANY, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

BARNES BULLETS, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

REMINGTON ARMS COMPANY, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

RA BRANDS, L.L.C.

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

OUTDOOR SERVICES, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

[Signature page to Transition Services Agreement]

FGI FINANCE INC.

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

HUNTSVILLE HOLDINGS LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

TMRI, INC.

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

**REMINGTON ARMS DISTRIBUTION
COMPANY, LLC**

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

32E PRODUCTIONS, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

GREAT OUTDOORS HOLDCO, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

BUYER:

VISTA OUTDOOR INC.

By: _____

Name:

Title:

[Signature page to Transition Services Agreement]

SCHEDULE 1

Seller Transition Services

(See Attached)

SCHEDULE 1

FORWARD (SELLER / REMAINCO TO PROVIDE TO BUYER) TRANSITION SERVICES AGREEMENT

Service Level	Services to be provided and administered consistent with past practices at Remington Outdoor Company pre-bankruptcy filing							
Facility Access	i) Madison, NC Facility (870 Remington Dr., Madison, NC 27025) ii) Huntsville, AL Facility (1816 Remington Circle SW, Huntsville, AL 35824) iii) Mona, UT Facility (38 Frontage Rd, Mona, UT 84645)							
Function	Service Name	Payment Terms	Monthly Cost Metric	Term	Remington Contact	Contact Info	VSTO Contact	Contact Info
Finance / HR	Payroll / ADP Contract / Timekeeping Software	Direct ACH from Buyer	Actual cost of the Buyer's employees, plus applicable fees, surcharges or headcount hours of Seller FTE's required to administer payroll; plus actual cost of timekeeping software applicable to the Business	The later of: 45 calendar days or the Wind-Up Date	Melissa Briggs	[TBD] ¹	Laura Burgess	laura.burgess@vistaoutdoor.com 763-712-6210
HR	Benefits Administration	Direct ACH from Buyer	Actual cost of the Buyer's employees plus applicable fees, surcharges or headcount hours of Seller FTE's required to administer benefits	The later of: 45 calendar days or the Wind-Up Date	Oralia Johnson	[TBD] ¹	Christine Roth	christine.roth@vistaoutdoor.com 571-343-7008
IT	Backup Server	N15	Actual cost to keep server operational	The later of: 45 calendar days or the Wind-Up Date	[TBD] ¹	[TBD] ¹	Aimee Martin	aimee.martin@vistaoutdoor.com 763-433-1008
Facilities	Office Space (Madison and Huntsville Offices)	N15	Number of Buyer's employees on-site divided by total number of employees onsite in each applicable month, multiplied by actual lease costs for that month for each facility	The later of: 45 calendar days or the Wind-Up Date	[TBD] ¹	[TBD] ¹	Doug Larson	douglas.larson@vistaoutdoor.com 763-323-3876
Warehouse / Logistics / Distribution	Geodis Contract	N15	Any freight and management fees specifically identifiable to the Business (as defined in the APA); plus average inventory at facility for the Business divided by total average inventory for the Firearms, Ammunition, Barnes and Consumer businesses at the facility, multiplied by any rent or additional costs (to exclude costs specifically identifiable to the Firearms, Barnes or Consumer businesses)	The later of: 45 calendar days or the Wind-Up Date	[TBD] ¹	[TBD] ¹	Greg Butler	greg.butler@vistaoutdoor.com 763-323-2534
Supply Chain	Corp. Ammo Supply Chain Oversight (One FTE)	N15	Actual cost of one FTE	30 calendar days	[TBD] ¹	[TBD] ¹	Tyson Schmidtke	tyson.schmidtke@vistaoutdoor.com 763-323-3701
General	Business Data	N15	No charge (so long as no custom reports are requested)	The later of: 45 calendar days or the Wind-Up Date	[TBD] ¹	[TBD] ¹	Peter Mark	peter.mark@vistaoutdoor.com 612-240-7993

¹ Seller to Provide

SCHEDULE 2

Buyer Transition Services

(See Attached)

SCHEDULE 2

**REVERSE (BUYER TO PROVIDE TO SELLER / REMAINCO / REMINGTON FIREARMS ACQUIROR /
BARNES BULLETS ACQUIROR) TRANSITION SERVICES AGREEMENT**

Service Level	Services to be provided and administered consistent with past practices at Remington Outdoor Company pre-bankruptcy filing							
Facility Access	i) Lonoke, AR Facility (2592 AR 15 N, Lonoke, AR 72086)							
Function	Service Name	Payment Terms	Monthly Cost Metric	Term	Remington Contact	Contact Info	VSTO Contact	Contact Info
Finance	Finance Services (to exclude AR, Tax and any services currently provided by employees not retained by Vista Outdoor) – provided on Vista Outdoor’s financial reporting cadence	N15	At cost, including an allocation for FTEs and services based on estimated time spent providing services	Earlier of 12 months or transition of functions by Seller / Remington Firearms Acquiror / Barnes Bullets Acquiror	[TBD] ²	[TBD] ²	Mark Kowalski Al Kerfeld	mark.kowalski@vistaoutdoor.com 763-712-6244 allan.kerfeld@vistaoutdoor.com 763-323-3761
IT & HR	SAP and Other Software Platform Access (Vista Outdoor will not support the SAP S4 Hana update nor will it maintain the firearms A&D book)	N15	At cost (non-software / platform related IT services will be categorized as Separation Support)	Earlier of 12 months or transition of functions by Seller / Remington Firearms Acquiror / Barnes Bullets Acquiror	[TBD] ²	[TBD] ²	Aimee Martin	aimee.martin@vistaoutdoor.com 763-433-1008
General	Business Data	N/A	No charge (so long as no custom reports are requested)	Earlier of 12 months or transition of functions by Seller / Remington Firearms Acquiror / Barnes Bullets Acquiror	[TBD] ²	[TBD] ²	Peter Mark	peter.mark@vistaoutdoor.com 612-240-7993
General	Separation Support	N15	At cost (including charge for FTE time spent)	Earlier of 12 months or transition of functions by Seller / Remington Firearms Acquiror / Barnes Bullets Acquiror	[TBD] ²	[TBD] ²	Peter Mark	peter.mark@vistaoutdoor.com 612-240-7993

² Seller to Provide

EXHIBIT 8

(See attached form of Trademark License Agreement)

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“Agreement”), dated as of September __, 2020, (the “Effective Date”), is entered into by and between Vista Outdoor Inc., a Delaware corporation located at 1 Vista Way, Anoka, MN 55303 (“Licensor”), and the Roundhill Group, LLC (“Licensee”). Licensor and Licensee are sometimes referred to herein individually as a “Party” and together as the “Parties”.

RECITALS

WHEREAS, Licensor and Remington Outdoor Company, Inc., (“ROC”) a Delaware corporation located at 100 Electronics Blvd., SW Huntsville, AL 35824 are, among others, parties to that certain Asset Purchase Agreement, dated September [●], 2020 (the “Ammunition APA”), pursuant to which Licensor, among other things, has acquired certain assets related to the ammunition business operated by ROC and certain of its Affiliates; and

WHEREAS, Licensee and ROC are, among others, parties to that certain Asset Purchase Agreement, dated September [●], 2020 (the “Firearms APA”), pursuant to which Licensee, among other things, has acquired certain assets (the “Firearms Assets”) related to the firearms business operated by ROC and certain of its Affiliates; and

WHEREAS, in connection with the transactions contemplated by the Firearms APA, Licensee paid an aggregate purchase price of \$12,500,000 to ROC in order to acquire the Firearms Assets; and

WHEREAS, following the Effective Date, Licensee has agreed to continue to invest in and otherwise develop the value of the brand and other intellectual property right included in the Licensed Trademarks; and

WHEREAS, Licensee’s willingness to purchase the Firearms Assets and willingness to continue to invest in the Licensed Trademarks will have a direct and material benefit to Licensor, without which, Licensor would not have been willing to consummate the transactions contemplated by the Ammunition APA; and

WHEREAS, in connection with the transactions contemplated by the Ammunition APA and Firearms APA, Licensor has agreed, as of the Effective Date, to enter into this Agreement to enable use of the Licensed Trademarks (as defined below) in connection with Licensee’s operation of the Firearms Business (as defined herein); and

WHEREAS, subject to the terms and conditions set forth herein, Licensor desires to exclusively license use of the Licensed Trademarks to Licensee to manufacture, sell and/or distribute the Licensed Products;

WHEREAS, Licensee has the capability to perform such duties and desires to become an exclusive licensee of the Licensed Trademarks for said purpose; and

WHEREAS, Licensor is willing to grant an exclusive trademark license for this purpose to use the Licensed Trademarks on the terms set forth in this Agreement and the Appendices attached to and forming part of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

Capitalized terms used but not defined in this list herein shall have the meaning given them in the body of this Agreement.

“Affiliate” means, with respect to any Person, any other Person who, as of the Effective Date or subsequent thereto, controls, is controlled by, or is under common control with such Person, but any such other Person shall be deemed to be an Affiliate only as long as such control exists.

“Field of Use” means manufacture, distribution, advertising, promotion, offer for sale, sale, import, export, servicing, and support of Licensed Products.

“Firearms Business” means Licensee’s business related to the manufacture, distribution, advertising, promotion, offer for sale, sale, servicing, and support of Licensed Products under the Licensed Trademarks, which business, for the avoidance of doubt, excludes any business related to the manufacturing, distribution and sale of ammunition and any products not listed on Appendix A.

“Licensed Products” means the products listed on Appendix A.

“Licensed Trademarks” means the trademarks used in the Firearms Business including those listed in Appendix B, as such Appendix may be updated by mutual written agreement of the Parties from time to time.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government.

“Restricted Product” means: (a) any semi-automatic rifles; (b) any rifle-caliber pistols; (c) receivers and partial receivers of the foregoing, and (d) pistols with arm braces.

“Subsidiary” means, with respect to any Person, any other Person who, as of the Effective Date or subsequent thereto, is controlled by such Person, but any such other Person shall be deemed to be a Subsidiary only as long as such control exists.

“Third Party” means any Person other than Licensor, Licensee, and their respective Affiliates and Subsidiaries.

1. LICENSE GRANT

A. Trademark License. Licensor hereby grants to Licensee a non-transferable, exclusive (even as to Licensor), sublicensable (subject to Section 1.F herein), worldwide, royalty free, fully paid-up, right and license during the Term in the Field of Use to utilize the Licensed Trademarks solely (i) on all Licensed Products, (ii) the packaging accompanying Licensed Products, (iii) marketing materials and web site content relating to Licensed Products, and (iv) within a domain name (but, except as otherwise set forth herein) only in conjunction with the word “firearm”, “firearms”, “arms” or another word of similar meaning). For avoidance of doubt, neither the license in this Section 1.A herein nor any other provision of this Agreement shall restrict (or is intended to restrict) the right of Licensor to license the Licensed Trademarks to any other entity relating to any products or services outside the Field of Use. Licensee shall place on all packaging and marketing materials for Licensed Products appropriate trademark notices for the Licensed Trademarks and a notice indicating that the Licensed Trademarks are owned by Licensor and are used under license, and that Licensor is not a manufacturer, endorser, or seller of the Licensed Products.

B. Limitation on Licensee. Notwithstanding anything to the contrary set forth herein, Licensee shall not (i) use the Licensed Trademarks on any Restricted Products (other than in connection with sales of Restricted Products to the military or a law enforcement agency), or (ii) otherwise market or sell Restricted Products under any other trademark on any web site or within any marketing materials that also include or reference the Licensed Trademarks or the Licensed Products marketed or sold using the Licensed Trademarks.

C. Exclusivity; Reservation of Rights. The license granted hereunder is exclusive, except as otherwise contemplated hereby, even as to Licensor. Accordingly, during the Term, , Licensor shall not use or permit any Third Party to use any of the Licensed Trademarks on or in connection with the manufacture, distribution, advertising, promotion, offer for sale, sale, import, export, servicing, or support of Licensed Products, anywhere in the world. With the exception of the license specifically granted in this Agreement to the Licensed Trademarks, no license or rights beyond the scope set forth herein or under any other trademark, service mark, trade name, trade dress, domain name or any other intellectual property or other proprietary right of Licensor is granted by this Agreement. All rights not expressly granted by Licensor hereunder are expressly reserved by Licensor.

D. Trademark Usage Guidelines. Licensee agrees to use the Licensed Trademarks in accordance with the Trademark Usage Guidelines included as Appendix C (“Trademark Usage Guidelines”). However, Licensee’s continued use of the Licensed Trademarks in connection with the Licensed Products in the same or substantially the same manner as such Licensed Trademarks were previously used or are currently used shall be deemed to comply with the Trademark Usage Guidelines. If Licensee wishes to use the Licensed Trademarks in a manner that is not in accordance with the Trademark Usage Guidelines or in a manner that is not the same or substantially the same manner as such Licensed Trademarks were previously used or are currently used, Licensee must request Licensor’s approval prior to such use. Requests for such approvals from Licensor in relation to the Licensed Trademarks under this Agreement are to be submitted in writing to the Licensor’s authorized brand licensing representative designated to review and approve such uses; Licensor shall not unreasonably withhold its approval for any such use. Should

Licensor update or modify the Trademark Usage Guidelines, which must be reasonable and may not occur more than once per calendar year, such updates or modifications shall take effect ninety (90) days after written notice thereof is provided to Licensee, and Licensee shall implement any applicable changes within such timeframe or a commercially reasonable timeframe agreed by the Parties in writing; provided, however, that in no event may Licensor modify the Trademark Usage Guidelines in a manner that limits, eliminates or otherwise modifies the scope of the license granted to Licensee under Section 1.D or prohibits use of the Licensed Trademarks on and in connection with Licensed Products as used on the date hereof. For the avoidance of doubt, Licensee shall not be required to modify any Licensed Products or other materials and collateral existing prior to such effective date that were in compliance with the Trademark Usage Guidelines applicable as of their release. Licensee shall ensure that all Licensed Products sold by Licensee and all related quotations, specifications, and descriptive literature, and all other materials carrying the Licensed Trademarks, be marked with the appropriate trademark notices in accordance with the Trademark Usage Guidelines.

E. No Assignment. Nothing in Section 1.A or Section 1.C of this Agreement is to be construed as an assignment or grant to Licensee of any right, title, or interest in the Licensed Trademarks or in any copyright, design, trademark, trade dress, domain name or other property right of Licensor beyond the license expressly granted.

F. Sublicense Rights. Licensee shall be permitted to freely sublicense the Licensed Trademarks in the Field of Use, provided that all sublicensees shall be bound to the terms and conditions herein and shall be required to fully comply with the terms of this Agreement (including the confidentiality provisions and all Licensee restrictions). Licensee shall be strictly liable for any breach of the terms of this Agreement by a sublicensee, and shall be responsible for enforcing the usage restrictions set forth in this Agreement with regard to the Licensed Trademarks against all of its sublicensees. Any Affiliate sublicensee shall be jointly and severally liable with Licensee under this Agreement. Licensee shall provide Licensor with an updated list of all active sublicense agreements including the scope of and parties to the relevant sublicenses at least once per calendar year and additionally upon Licensor's reasonable request.

G. Remington Domain Name. Notwithstanding anything to the contrary set forth herein, promptly following the Effective Date, the Parties shall cooperate in good faith and take all commercially reasonable measures to ensure that the "Remington.com" domain name (as well as any other domain names mutually agreed to by the Parties) link or otherwise provide access to separate websites for (i) the business of Licensor and its Affiliates (which, subject to the terms hereof, will be managed by Licensor) and (ii) the Firearms Business (which, subject to the terms hereof, will be managed by Licensee).

2. QUALITY STANDARDS, QUALITY CONTROL AND INSPECTION

A. Suppliers. Licensee will manufacture, or cause, direct, and supervise the manufacture of Licensed Products and will provide, or cause, direct and supervise, the provision of related services by the supplier(s) used by Licensee (or any other entity that controlled the Firearms Business) as of the Effective Date and such new suppliers as may be added from time to time by Licensee ("Suppliers"). Licensor and Licensee agree that such new Suppliers shall be of

at least comparable quality in terms of the products or services supplied as the Suppliers used by or on behalf of Licensor as of the Effective Date.

B. Product Standards. Licensee shall make, label, distribute, offer, provide and sell Licensed Products in accordance with the Trademark Usage Guidelines and the general product/service quality standards established used in the Firearms Business as of the Effective Date (“Existing Standards”). Quality standards for Licensed Products not in existence as of the Effective Date shall be at least of a level comparable with the Existing Standards to the extent applicable to such Licensed Product (“Comparable Standards”). Licensee will distribute and sell only Licensed Products that meet the Existing Standards or Comparable Standards. Each Party acknowledges that it is in the Parties’ mutual interest that Licensee market, promote, and sell Licensed Products branded with the Licensed Trademarks at prices and on terms that reflect the high value and quality associated with the Licensed Trademarks to preserve and enhance the goodwill and reputation associated with the Licensed Trademarks for premium quality products. Each Party covenants that it shall not take any actions that would be reasonably likely to result in a diminution in value to the value of the brands or the quality of the products associated with the Licensed Trademarks.

C. Quality Verification. Licensee will assure testing, inspection and auditing of the products sufficient to minimize the likelihood of defective products entering the stream of commerce and, (1) before first sale or distribution of any Licensed Products manufactured and launched after the Effective Date and (2) during the Term as reasonably required by Licensor from time to time but no more than once per calendar year, furnish to Licensor without charge a copy of Licensee’s and, if applicable, its Suppliers’, quality verification, auditing and testing data for Licensor’s review.

D. Quality Control Records. If requested in writing by Licensor, Licensee shall reasonably make available and provide to Licensor, for Licensor’s review, inspection and retention, such reasonable reports or data relating to quality control systems or processes for the Licensed Products. Should Licensor provide written notice outlining a reasonable basis upon which it believes that one or more Licensed Products does not conform to the applicable Existing Standards or Comparable Standards in accordance with this Agreement, Licensee will carry out appropriate quality control tests reasonably requested in writing by Licensor to determine whether such Licensed Products conform to the Existing Standards or Comparable Standards and will make commercially reasonable modifications and correction to Licensed Products to conform them to the Existing Standard or Comparable Standard and promptly provide to Licensor confirmation of such compliance activities and results. Licensee will keep, and request its Suppliers and Affiliates to keep, reasonable testing and quality control records for up to three (3) years from creation which records shall be open to inspection, during regular business hours of Licensee or its Suppliers, as applicable, by Licensor, upon at least ten (10) business days’ prior written notice by Licensor.

E. Audits. Upon Licensor’s written request, Licensee shall permit Licensor’s authorized representatives to inspect and audit during any operational hours the facilities, operations, and procedures of Licensee once per calendar year at a mutually agreed date for the sole purposes of determining whether the Licensed Products conform to the terms of this Agreement (the “Annual Inspection”). Licensee shall make available to Licensor for its review during such Annual Inspection, any requested information for evaluation of Licensee’s compliance

hereunder, the Licensed Products, including information related to the manufacturing, handling, processing, offering, sale, marketing and distribution of the Licensed Products to the extent necessary to confirm compliance with this Agreement. During the Annual Inspection, Licensee will provide access to quality verification and testing data and any requested samples of Licensed Products including packaging, tags, labels, marketing and advertising materials and collateral and claims substantiation data for the Licensed Products that is specifically requested by Licensor at least two (2) weeks in advance for Licensor to determine and ensure compliance with this Agreement. Licensee, its Affiliates and Suppliers will make commercially reasonable modifications or corrections to their operations, processes and procedures, brand uses, corporate identification practices, the Licensed Products that Licensor deems necessary to ensure the Licensed Products and Licensee's operations, processes and procedures, brand uses, corporate identification practices, meet and maintain the requirements of this Agreement provided that a formal request for any such modifications is submitted in writing to Licensee.

F. Customer Service. Licensee shall also include with Licensed Products appropriate contact information for customer service and support in each country where the Licensed Products are distributed and sold. If requested in writing by Licensor, Licensee shall provide to Licensor a general outline of Licensee's warranty and service processes.

G. Confidentiality. All of the products, information and materials provided or made available by Licensee or its Suppliers pursuant to this Section 2 will be deemed Licensee's confidential information, are for Licensor's internal purposes, and shall be used only by Licensor for confirming Licensee's compliance with this Agreement; in no event shall any such materials be disclosed to any other Person or used for any other purpose without Licensee's prior written consent.

H. Compliance with Laws. Licensee shall use the Licensed Trademarks only in such manner as will comply with the provisions of applicable laws relating to the Licensed Products. Licensee shall affix to all Licensed Products and all materials that bear a Licensed Trademark, including, but not limited to all labels, packaging, advertising, and promotional materials, invoices, and other printed materials (i) notices, warnings, instructions and safety information in compliance with applicable law (including trademark law), and (ii) a conspicuous statement, and such other legend as Licensor may from time to time require on the packaging of the Licensed Products indicating that the Licensed Products are sold, distributed, or manufactured under license from Licensor.

3. LICENSOR BANKRUPTCY AND COMMERCIAL LENDING TRANSACTIONS

A. Licensor acknowledges that Licensee's rights hereunder are preserved notwithstanding any putative rejection thereof under Section 365 of the Bankruptcy Code pursuant to *Mission Product Holdings, Inc. v. Tempnology LLC*, 139 S.Ct. 165 (2019). In the event any repudiation, disclaimer, rejection, proposed repudiation, proposed disclaimer or proposed rejection of this Agreement by Licensor in any bankruptcy proceeding or liquidation whether compulsory or voluntary or compounds with its creditors or takes or suffers any similar action in consequence ("Bankruptcy Event"), Licensee shall have the right to retain and fully exercise all of its rights hereunder. Without limiting the generality of the foregoing, no putative rejection of this Agreement or other Bankruptcy Event shall terminate or rescind any right granted to the Licensee.

B. In the event of a Bankruptcy Event, Licensee further reserves all rights to assert that Section 365(n) of the Bankruptcy Code or similar laws of another jurisdiction, shall be implicated. The Parties intend that the Licensed Trademarks shall constitute and have the protections afforded “intellectual property” as the term is defined in 11 U.S.C. Section 101(35A) of the United States Code or similar laws of another jurisdiction. All of the rights granted to Licensee under this Agreement shall be deemed to exist immediately before the occurrence of any Bankruptcy Event in which Licensor is a debtor. The Parties wish for the protections of Section 365(n) of the Bankruptcy Code to apply fully if Licensor commences or has commenced against it a bankruptcy case under the Bankruptcy Code and for the protections of similar laws in other jurisdictions to apply in a Bankruptcy Event of Licensor or its property. Licensor acknowledges that the rights and licenses granted to Licensee pursuant to this Agreement shall not be affected by the rejection or repudiation of this Agreement. Licensor waives all rights to object to the application of Section 365(n) of the Bankruptcy Code or similar laws of another jurisdiction or any request for relief pursuant to Section 365(n) or similar laws of another jurisdiction by or on behalf of Licensee.

C. In the event Licensor enters into a commercial lending transaction through which its lender requires assignment of the Licensed Trademarks be pledged as collateral, Licensor shall request that such lender shall acknowledge the rights of licensee hereunder, in writing, and accord Licensee protections substantially similar, but in no event less than, to those set forth in sections (a) and (b); provided, however, that if such lender is not willing to grant such consent, Licensor shall cooperate with Licensee in good faith in an effort to ensure that Licensee obtains such protections (provided, that, in no event shall Licensor be required to engage in any litigation or incur any out of pocket expenses in connection therewith). For the avoidance of doubt, it is the intent of the Parties for the license granted pursuant to this Agreement to extend and survive notwithstanding the exercise of any rights of foreclosure and/or sale by a lender pursuant to Article IX of the Uniform Commercial Code, as made applicable by state law.

D. Promptly following the Effective Date, the Parties shall record a summary of this Agreement, in form and substance substantially similar to that attached hereto as Appendix D, with the United States Patent and Trademark Office.

4. PACKAGING, ADVERTISING MATERIALS AND SAMPLES

A. All packaging and related materials shall conform to the Existing Standards or Comparable Standards and the Trademark Usage Guidelines. If Licensee wishes to use any packaging or related materials that do not conform to the Existing Standards or Comparable Standards and the Trademark Usage Guidelines, such uses must be previewed with Licensor prior to Licensee’s use.

B. Except as otherwise contemplated hereby, Licensee will have sole responsibility for advertising and marketing expenses relating to Licensed Products. Licensee will reimburse Licensor for Licensor’s reasonable out-of-pocket costs of producing any artwork and related materials requested by Licensee that Licensor chooses to create on Licensee’s request, upon the submission of appropriate documentation as to Licensor’s out-of-pocket costs. Licensor acknowledges that it will receive a direct economic benefit from Licensee’s investment in the Licensed Trademarks and Licensed Products, including through Licensee’s marketing efforts to

promote the shared brands. In furtherance of the foregoing, following the Effective Date, upon the written request of Licensee, Licensor shall promptly reimburse Licensee for up to Seven Million Five Hundred Thousand (\$7,500,000) of its expenses incurred in connection with (i) the marketing, promotion or sale of the Licensed Products and/or (ii) Licensee's hiring of employees in connection with the operation of the Firearms Business and/or (iii) Licensee's reorganizing or modernizing the facilities used in the Firearms Business, which will be paid Licensor by wire transfer to an account designated by Licensee.

C. Licensee shall not make any false claims or material misrepresentations about Licensed Products and agrees to include appropriate disclaimers or informational statements on packaging and in promotional materials for Licensed Products. Licensor assumes no liability to Licensee, its Affiliates, its customers, or any other Third Party, with respect to the performance of Licensed Products.

5. OWNERSHIP AND PROTECTION OF RIGHTS

A. Ownership. Licensee acknowledges that the Licensed Trademarks are inherently distinctive, that Licensor (and/or its Affiliates) is the owner of and has acquired a substantial and valuable goodwill in the Licensed Trademarks, and that all use thereof by Licensee and its Affiliates and Suppliers inures solely to the benefit of Licensor (and/or its Affiliates). Licensee agrees to put reasonable notice of such ownership that Licensor shall require on the tags or labels or packaging and/or advertising materials for the Licensed Products, including a trademark notice as applicable and in accordance with the Trademark Usage Guidelines.

B. No Impairment; Undertakings. Licensee will not and will not permit its Affiliates or authorize its Suppliers or sublicensees to do anything that is intended to impair Licensor's proprietary rights in and to the Licensed Trademarks. Neither Licensee nor any of its Affiliates will claim any right or interest in the Licensed Trademarks, except such right as is expressly granted by this Agreement. Licensee and its Affiliates further agree not to dispute, or assist in disputing, directly or indirectly Licensor's right and title in the Licensed Trademarks. If, as a result of Licensee's use of the Licensed Trademarks, Licensee or any of its Affiliates are deemed by operation of law or otherwise to have acquired any title or other rights to any of the Licensed Trademarks or any of their components, Licensee agrees to and hereby does assign (and shall have its Affiliate(s) assign in writing, if applicable) the same to Licensor without the requirement of any further consideration. In furtherance of the above, Licensee shall ensure the concepts in Appendix E, to the extent reasonably practicable, are included in the relevant agreements between the Licensee and its Suppliers or sublicensees.

C. Product Materials. Licensor acknowledges that Licensee owns all rights in all graphic designs and other creative works containing the Licensed Trademarks including in packaging, promotional materials, advertising, collateral materials and other merchandising materials prepared by or for Licensee for use in connection with the distribution of Licensed Products (apart from the Licensed Trademarks themselves).

D. Obligation to Notify. Licensee shall promptly notify Licensor of any suspected infringement or misuse of any of the Licensed Trademarks that is brought to the attention of Licensee, and shall cooperate with Licensor, as Licensor shall reasonably require and at Licensor's

expense, in any action taken against such suspected infringement or misuse. Licensor agrees to keep Licensee reasonably informed of actual or suspected infringement or misuse of the Licensed Trademarks of which it is aware, upon Licensee's reasonable request.

E. Prosecution. Licensee shall take reasonable steps that are necessary and prudent to maintain and protect Licensor's proprietary rights in the Licensed Trademarks during the Term. Accordingly, Licensee shall perform all reasonable actions and bear all costs and expenses incurred by Licensor associated with the prosecution and maintenance of the registrations for the Licensed Trademarks that are solely within the Field of Use, and shall promptly reimburse Licensor for any such costs and expenses within thirty (30) days of receiving Licensor's invoice therefore. For the avoidance of doubt, Licensor shall bear all costs and expenses associated with the prosecution and maintenance of the registrations for all trademarks acquired by Licensor under the Ammunition APA that are solely outside the Field of Use. With respect to registrations for Licensed Trademarks that are used both within and outside the Field of Use, Licensee and Licensor shall each pay one-half of all costs and expenses associated with the prosecution and maintenance of such registrations. Upon Licensee's reasonable request, Licensor shall cooperate with Licensee with respect to the filing and prosecution, and upon registration, maintenance, of any new trademarks that are the same or that are or could be deemed confusingly similar to any of the Licensed Trademarks in the existing territories or in new territories in order to further protect and/or expand existing trademark coverage relating to the Licensed Trademarks. In all such cases, Licensee shall be solely responsible for all of the costs and expenses related to such filing, prosecution, and maintenance, including Licensor's reasonable costs in relation thereto. All such applications and registrations shall be solely owned by Licensor and shall be deemed part of the Licensed Trademarks. In addition, Licensee shall cooperate with Licensor and execute any documents reasonably required by Licensor to protect the Licensed Trademarks.

F. License Enforcement. Prior to bringing any claim or action against a Third Party under this Section 5.F, Licensee shall notify Licensor of the discovered suspected infringement or misuse that is the basis of such claim or action, and Licensor shall have the first right to elect to bring an enforcement action against such Third Party subject to Section 5.G. In the event that Licensor elects not to bring an action, or has not brought such action within sixty (60) days of receiving Licensee's notice, Licensee shall have the right to prosecute any such claims against such Third Party for infringement of the Licensed Trademarks within the Field of Use in Licensee's own name. Any such enforcement actions shall be brought against such Third Parties at Licensee's sole cost and expense. Licensee shall retain any recovery obtained from any such enforcement proceedings. If Licensor is required to be joined to any such proceeding (e.g., to establish standing), Licensor agrees to join such proceeding and Licensee agrees to reimburse Licensor for all of Licensor's reasonable costs and expenses associated with such proceedings (including attorney's fees). Licensor further agrees to provide documents and otherwise assist in such proceedings as may be reasonably requested by Licensee.

G. Licensor may, in its sole discretion, take such steps to bring and/or prosecute such claims for infringement, misappropriation, or dilution of the Licensed Trademarks as Licensor may deem necessary both within and outside of the Field of Use. In the event Licensor elects to take such steps, Licensee shall cooperate fully with Licensor in such actions. Licensor shall have full control over any such enforcement action that it initiates or prosecutes, including, without limitation, the right to select counsel, to settle on any terms it deems advisable, to appeal any

adverse decision rendered in court, to discontinue any action taken by it, and to otherwise make any decision in respect thereto as Licensor deems advisable in its sole discretion. Licensor shall bear all expenses associated with any such actions brought by Licensor, provided, however, that Licensor shall also retain any recovery or settlement resulting from such enforcement actions. Licensor does not represent, warrant, or covenant that it will bring any enforcement action against any Third Party, and will bring such actions in Licensor's sole discretion. Licensor agrees to keep Licensee reasonably informed of any litigation brought by Licensor to enforce its rights in the Licensed Trademarks. For purpose of clarity, the entirety of this Section 5.G is subject Section 5.F above.

6. INDEMNIFICATION

A. Licensor agrees to defend, indemnify and hold harmless Licensee against all loss, expense and damage incurred and occasioned by any claim or action asserted by any Third Party (including any governmental agency) based on allegations that the Licensed Trademarks themselves (and not their uses) violate the intellectual property rights of any Third Party, provided that Licensor is reasonably notified of and tendered the defense to such claims solely with counsel of Licensor's own choosing, and no settlement is made without Licensor's prior written consent; and provided further that such indemnification obligation will not apply to third-party claims based on the use of the Licensed Trademark by Licensee in material violation of the terms and conditions of this Agreement. Licensee shall cooperate with Licensor in any such defense as Licensor shall request and at Licensor's expense. Except as expressly set forth in this Agreement, Licensor makes no warranties under this Agreement, either express or implied.

B. Licensee agrees to defend, indemnify, and hold harmless Licensor and its Affiliates (including subsidiaries) and their parents, officers, directors, insurers, and agents against all loss, expense and damage incurred and occasioned by any claim or action asserted by any Third Party (including any governmental agency) arising out of or in any way related to the use, manufacture, distribution, offering, provision, marketing, or sale of the Licensed Products bearing or under the Licensed Trademarks (including product liability claims) and related marketing materials (including as described in Section 4 herein) by Licensee or its Affiliates or its sublicensees (including, without limitation, any misuse of the Licensed Trademarks by such sublicensees), provided that Licensee is reasonably notified of and tendered the defense to such claims solely with counsel of the Licensee's own choosing and no settlement is made without the Licensee's prior written consent, not to be unreasonably withheld. Failure of Licensor to give prompt notice will not relieve Licensee of its obligations hereunder except to the extent such delayed notice materially prejudices Licensee. Licensor shall reasonably cooperate with Licensee in any such defense as Licensee shall request, at Licensee's expense.

C. Licensor assumes no liability with respect to the Licensed Products. Licensee agrees to defend, indemnify and hold Licensor, its officers, agents, employees, successors or assigns harmless against any and all claims, demands, causes of action including, but not limited to, those relating to product liability, patent infringement and environmental law, and associated judgments, costs and expenses, including reasonable attorney's fees, arising out of (i) Licensee's manufacture, distribution, shipment, disposal, advertising, promotion or sale of the Licensed Products or (ii) any grossly negligent or willful act or omission by Licensee, agents or employees,

provided that Licensee receives prompt notice of such claim, demand or cause of action and is permitted to deal with it in Licensee's sole discretion.

D. Licensee hereby agrees, and shall ensure that its Affiliates and sublicensees agree, to comply with all laws and regulations applicable to the manufacture, sale, marketing and distribution of Licensed Products bearing the Licensed Trademarks. Licensee shall provide a warranty to its end customers of the Licensed Products bearing the Licensed Trademarks against defects in design, materials, and workmanship that reflects the high quality of the Licensed Products bearing the Licensed Trademarks.

E. Licensee will acquire and maintain at Licensee's sole expense throughout the Term and five (5) years thereafter, a policy of standard non-cancelable Commercial General Liability Insurance including coverage for Contractual Liability, Products Liability and Completed Operations on an occurrence basis. The limits of liability shall be \$10,000,000 per occurrence, which may be satisfied through any combination of primary and excess or umbrella liability insurance. Licensor shall be named as an additional insured, and Licensee's insurance shall be primary and non-contributory to any insurance that may be carried by Licensor. Licensee's insurers shall be reasonably acceptable to Licensor. Licensee will direct the insurance company(ies) to furnish Licensor with a Certificate of Insurance evidencing such coverage on the Effective Date (or if not practicable, promptly thereafter), and to provide Licensor with at least thirty (30) days written notice prior to termination of coverage. For the avoidance of doubt, each Party's indemnification obligations under this Section 6 herein include the obligation to defend the other indemnified Party against each applicable third-party claim, to pay all costs and expenses, including, without limitation, attorneys' fees, associated with such defense, and to pay all damages awarded (or settlement amounts agreed to) in connection with each such claim.

F. The undertakings of this Section 6 shall survive expiration or termination of this Agreement.

7. TERM AND TERMINATION

A. This Agreement will begin on the Effective Date and will continue in perpetuity unless terminated earlier in accordance with the terms hereof (the "Term").

B. This Agreement may be terminated by Licensor upon written notice to Licensee under the following conditions:

- 1) if Licensee or its Affiliates or any its other sublicensees fails to comply with any of the material terms and conditions of this Agreement and, if curable, fails to cure or otherwise remedy such breach within one hundred twenty sixty (120) days after the Licensor provides written notice to Licensee thereof; or
- 2) if the Licensee enters into a bankruptcy proceeding or liquidation whether compulsory or voluntary (other than for the purpose of reorganization) or compounds with its creditors or takes or suffers any similar action in consequence and fails to operate the Firearms Business for a period of at least

twenty four (24) months following the date of such bankruptcy, liquidation or composition.

C. All licenses and permissions granted by Licensor herein cease upon termination of this Agreement for any reason. After termination, Licensee shall and will continue thereafter to be obligated to assign to Licensor any rights Licensee may acquire in the Licensed Trademarks, if any, and to hold Licensor (and its Affiliates) harmless, and to defend and indemnify Licensor (and its Affiliates) as provided under Section 6 of this Agreement. Licensee will promptly discontinue all use of and sale of Licensed Products incorporating the Licensed Trademarks and any materials using the Licensed Trademarks.

8. MISCELLANEOUS

A. Independent Entities. The Parties are independent and distinct entities. Licensee may not incur any obligation in Licensor's name or on its behalf. This Agreement will not be construed as constituting any joint venture, partnership, franchise or principal/agent relationship, nor will either Party do or permit any act that will be regarded as such.

B. Severability. The declaration of any provision of this Agreement as invalid or not enforceable will not affect the remaining terms. The failure by either Party to enforce any provision of this Agreement will not affect that Party's right to enforce the same or any other provision of this Agreement.

C. Governing Law. This Agreement is to be construed according to the laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the law any other jurisdiction.

D. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING FROM THE INDEMNIFICATION AND INSURANCE OBLIGATIONS PURSUANT TO SECTION 6 HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

E. LIMIT ON WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

F. Force Majeure. Notwithstanding anything to the contrary, neither Party will be liable (for any failure to perform or otherwise) under this Agreement in accordance with its terms if failure arises out of causes beyond the control of the Parties. Such causes may include, but are not limited to, acts of God or the public enemy, acts of civil or military authority, fires, floods, earthquakes, water disasters, strikes, sabotage, insurrection, epidemic, pandemic, nuclear incident, unavailability of energy or communications sources, materials or equipment not caused by the Parties, increase in component costs, riots, war or priorities resulting from the foregoing.

G. Delivery. A written notice by either Party to the other will be deemed delivered if personally delivered or sent by an overnight international courier, or if sent registered or certified mail, return receipt requested, to the other Party at its address given in Section 8.H, or at the address specified by the other Party in the last notice of change of address, or otherwise provided under the terms of Section 8.C herein.

H. Notices. Notices under this Agreement are to be addressed as follows:

If to Licensee:

Attention: Scott Soura
888 SE 3 Avenue, Suite 500
Fort Lauderdale, FL 33316
Email: soura@roundhillgroup.com

With a copy to (which copy alone shall not constitute notice):

Shulman Bastian Friedman & Bui, LLP
100 Spectrum Center Drive, Suite 600
Irvine, California 92618
Attention: James C. Bastian, Jr., Esq.
Email: jbastian@shulmanbastian.com

If to Licensor:

Vista Outdoor Inc.
1 Vista Way
Anoka, MN 55303
Attention: Dylan S. Ramsey
Email: Dylan.Ramsey@VistaOutdoor.com

With a copy to (which copy alone shall not constitute notice):

Reed Smith LLP
599 Lexington Avenue
New York, NY 10022
Attention: Christopher M. Sheaffer
Email: Csheaffer@ReedSmith.com

Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile transmission, or on the second calendar day after deposit with a reputable overnight courier service, as applicable.

I. Execution. This Agreement may be executed by facsimile or PDF (electronic mail) copies in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. Notwithstanding the foregoing, the Parties will deliver

original execution copies of this Agreement to one another as soon as practicable following execution thereof.

J. Merger; Amendments. This Agreement, including all Appendices hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof, and will supersede any and all prior communications, negotiations, correspondence, course of dealings and other agreements between the Parties regarding such subject matter. This Agreement may only be amended or modified in a writing signed by both Parties. The terms and conditions of this Agreement will prevail notwithstanding any conflict with the terms and conditions of any purchase order, acknowledgment or other instrument submitted by Licensee.

K. Assignment. Licensee may not directly or indirectly assign this Agreement or transfer any of its rights or obligations under this Agreement, in each case, operation of law or otherwise, without the prior written consent of Licensor which shall not be unreasonably withheld; provided, however, that Licensee shall have the right to assign, transfer, sell, or pledge its rights hereunder without any required consent to: (i) any Affiliate of Licensee ; (ii) to a third-party as part of a sale of substantially all of Licensee's business, whether through an asset purchase, stock purchase, merger, consolidation, or the like; and (iii) to any lending institution, for security purposes or as collateral, from which Licensee obtains financing, which right of assignment shall include any rights of Licensee as a third-party beneficiary. Licensor may assign this Agreement, any of the Licensed Trademarks (subject to the license granted to Licensee hereunder), and/or any of its rights and obligations under this Agreement without restriction. Nothing in this Agreement, express or implied, is intended to confer upon any Person or party other than Licensee or Licensor, or their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

L. Survival. The following Sections shall survive expiration or termination of this Agreement: Section 5, Section 6, and Section 8.

M. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by the other Party of its obligations under this Agreement shall give rise to irreparable harm to such Party for which monetary damages shall not be an adequate remedy, and if such a breach or threatened breach occurs such Party will, in addition to any and all other rights and remedies that may be available to such Party under this Agreement, whether at law, at equity, or otherwise in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other equitable relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove that monetary damages will not afford an adequate remedy. Each Party agrees that it will not oppose or otherwise challenge the appropriateness of reasonably requested equitable relief with respect to a breach of this Agreement by such Party.

N. To the extent that Licensee acquires the artwork of the Remington Museum (wherever located) pursuant to the terms of the Firearms APA, the Parties shall cooperate in good faith to ensure that such assets are split equally between the Parties based on value.

O. To the extent Licensee receives any inventory related to the Dakota Arms business operated by ROC and its Affiliates, Licensee shall, following Licensor's written request, promptly transfer such inventory to Licensor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the as of the date first above written.

LICENSOR

Name:

Date:

LICENSEE

Name:

Date:

[Signature Page to Trademark License Agreement]

APPENDIX LIST

Appendix A: Accessories Included in Field of Use

Appendix B: Licensed Trademarks

Appendix C: Trademark Guidelines (relating to the Licensed Trademarks)

Appendix D: License Summary

Appendix E: Undertaking by Suppliers

APPENDIX A
Licensed Products

- Firearms
- Receivers
- Barrels
- Stocks
- Grips
- Rails
- Butts
- Triggers
- Safeties
- Iron Sights (excluding any electronic, or optical sights, and any scopes)
- Flash suppressors
- Recoil compensators
- Heatshields
- Silencers
- Sight adjustment tools
- Gunsmithing tools and kits
- Books and manuals (firearms related)
- Magazines
- Air Guns
- Paintball Guns
- Gun Cases; and
- Any other part or item not listed above that that can be affixed to or installed within a firearm and that was manufactured by ROC and sold under the Remington brand as part of a completed firearm as of the date of this Agreement.

APPENDIX B
Licensed Trademarks¹

AIRMASTER (*for airguns and paintball guns only)
EXPRESS (*for airguns and paintball guns only)
TYRANT (*for airguns and paintball guns only)
R (Stylized)
R DEFENSE Logo
REMINGTON
REMINGTON & Ball Device
REMINGTON (Ball Design)
REMINGTON (Script)
REMINGTON (Stylized and Underlined)
REMINGTON (Stylized)
REMINGTON HTP HIGH TERMINAL PERFORMANCE
REMINGTON HYPERSONIC
REMINGTON in Circle & Underlined
REMINGTON UMC
REMINGTON UMC and Design
REMINGTON UMC and Red Ball Design

¹ RS Note to Draft: Parties to agree on any additional trademarks.

APPENDIX C

Trademark Usage Guidelines (Relating to the Licensed Trademarks)

1. Use of the Licensed Trademarks should include the appropriate trademark symbol, the ® or ™, in superscript following the most prominent occurrence in the relevant branding context. Every instance of use of a mark in running copy or otherwise must be capitalized, italicized, bolded, or otherwise treated with prominence.
2. Licensee shall clearly indicate on product packaging and advertising and promotional materials, that the Licensed Trademarks are used under license, and that Licensor is not a manufacturer, seller, distributor, or endorser of such products.
3. Licensee shall ensure that the Licensed Trademarks are displayed according to any specifications and/or brand standards which Licensor may provide or amend from time to time. It is Licensee's obligation to understand these restrictions and limitations.
4. Licensee shall not do anything inconsistent with Licensor's ownership of the Licensed Trademarks.
5. The Licensed Trademarks must be reproduced exactly as provided by Licensor. The Licensed Trademarks may not be altered, amended, distorted, or combined with any other symbols, words, images, or designs, and may not be incorporated into a tagline or slogan.
6. Any use of a Licensed Trademark which is not addressed in the guidelines set forth herein, must be approved by Licensor prior to its use. Submittals for approval should be faxed/emailed to the attention of the Licensor representative.
7. Usage of the Licensed Trademarks shall be in strict compliance with those restrictions set forth in that certain Trademark Settlement Agreement by and between Remington Arms Company, Inc. and Remington Products, Inc. dated December 5, 1986.

APPENDIX D

License Summary

NOTICE OF LICENSE

This document provides notice of a License Agreement (the “License Agreement”) by and between [Vista Outdoor Inc.] (“Licensor”) and Roundhill Group, LLC (“Licensee”), dated October __, 2020.

The material terms of the License Agreement are set forth below. Any owner of the Licensed Trademarks (as defined below) takes such ownership subject to the rights granted under the License Agreement.

- 1) Licensor has granted Licensee a non-transferable, exclusive (even as to Licensor), sublicensable, worldwide, royalty free, fully paid-up, right and license to use the trademarks attached hereto as Exhibit A (the “Licensed Trademarks”).
- 2) Licensee has the exclusive right (even as to Licensor) to use the Licensed Trademarks in connection with the manufacture, distribution, advertising, promotion, offer for sale, sale, import, export, servicing, and support of firearms products.
- 3) The license granted to Licensee pursuant to the terms of the License Agreement does not include the right to use the Licensed Trademarks in connection with the manufacturing, distribution and sale of ammunition products, as well as certain other product categories mutually agreed to by Licensor and Licensee.
- 4) The license granted under the License Agreement is perpetual unless terminated in accordance with the terms of the License Agreement.

APPENDIX E

UNDERTAKING BY LICENSEE'S SUPPLIER(S)

Licensee shall ensure that its suppliers and sublicensees agree to the following provisions:

1. SUPPLIER ACKNOWLEDGES THAT THE TRADEMARKS (THE "PROPERTY RIGHTS") SPECIFIED BY LICENSEE AND/OR LICENSOR FOR USE ON _____ (THE "LICENSED PRODUCTS") ARE THE EXCLUSIVE PROPERTY OF LICENSOR AND ITS AFFILIATES AND THE LICENSED PRODUCTS ARE MADE BY US EXCLUSIVELY FOR LICENSEE AND FOR THE BENEFIT OF LICENSOR AND ITS AFFILIATES.

2. SUPPLIER WILL NOT AT ANY TIME CLAIM ANY RIGHT, TITLE OR INTEREST OR IMPAIR THE RIGHTS OF LICENSOR OR ITS AFFILIATES OR LICENSEE IN THE PROPERTY RIGHTS. SUPPLIER AGREES TO EXECUTE SUCH ADDITIONAL UNDERTAKINGS OR OTHER DOCUMENTS AS LICENSOR MAY DEEM APPROPRIATE IN THIS RESPECT.

3. SUPPLIER AGREES TO COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO THE MANUFACTURE OF LICENSED PRODUCTS.

4. SUPPLIER WILL CARRY OUT ALL QUALITY CONTROL PROCEDURES DESIGNATED BY LICENSEE TO DETERMINE THAT THE LICENSED PRODUCTS CONFORM TO THE QUALITY CONTROL SPECIFICATIONS SPECIFIED BY LICENSOR. SUPPLIER WILL COMPLY WITH ANY GUIDELINES PROVIDED BY LICENSEE OR LICENSOR WITH RESPECT TO THE LICENSED PRODUCTS. ANY PRODUCT NOT MEETING THE PRESCRIBED QUALITY STANDARDS WILL NOT BE SOLD UNDER ANY OF THE PROPERTY RIGHTS.

5. SUPPLIER WILL NOT SUBCONTRACT ANY ORDER OR PART THEREOF PLACED BY LICENSEE WITHOUT LICENSEE'S EXPRESS WRITTEN CONSENT.

6. UPON NOTICE TO SUPPLIER BY LICENSEE, SUPPLIER WILL PROMPTLY DELIVER OR DESTROY ALL MATERIALS IN SUPPLIER'S POSSESSION BEARING ANY OF THE PROPERTY RIGHTS.

7. WITHOUT LICENSOR'S EXPRESS WRITTEN CONSENT, SUPPLIER WILL NOT USE OR AUTHORIZE OTHERS TO USE LICENSOR'S OR ANY OF ITS AFFILIATES' NAMES OR ANY OF THE PROPERTY RIGHTS IN ADVERTISING OR PROMOTING ANY OF SUPPLIER'S ACTIVITIES, PRODUCTS OR SERVICES. NOTWITHSTANDING THE FOREGOING, SUPPLIER SHALL ENSURE THAT A

NOTICE INDICATING THAT THE PROPERTY RIGHTS ARE OWNED BY LICENSOR AND ARE USED UNDER LICENSE, AND THAT LICENSOR IS NOT A MANUFACTURER, ENDORSER, OR SELLER OF THE LICENSED PRODUCTS.

8. SUPPLIER AGREES AND CONFIRMS THAT LICENSOR HAS THE RIGHT TO ENFORCE THIS UNDERTAKING AGAINST SUPPLIER IN ANY APPROPRIATE LEGAL FORUM INDEPENDENTLY OF LICENSEE.

9. SUPPLIER'S AGREEMENT WITH LICENSEE SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF DELAWARE, U.S.A. AS APPLIED TO INSTRUMENTS EXECUTED AND PERFORMED IN DELAWARE.

EXHIBIT 9

(See attached form of Adjustment Escrow Agreement)

ADJUSTMENT ESCROW AGREEMENT

THIS ADJUSTMENT ESCROW AGREEMENT (this “Escrow Agreement”), dated as of this [●] day of [●], 2020, (the “Effective Date”), is entered into by and among Vista Outdoor Inc., a Delaware corporation (“Buyer”), Remington Outdoor Company, Inc., a Delaware corporation (“ROC”), and Delaware Trust Company, as escrow agent hereunder (the “Escrow Agent”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, ROC, each of the subsidiaries of ROC set forth on the signature pages to the Purchase Agreement (collectively with ROC, “Seller”) and Buyer, or a Buyer Acquisition Vehicle as assignee in accordance with Section 12.2 of the Purchase Agreement, have entered into that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of [●], 2020, whereby Buyer has agreed to purchase certain assets and liabilities of Seller;

WHEREAS, Section 3.3(a)(ii) of the Purchase Agreement requires Buyer, at the Closing, to deliver or cause to be delivered to the Escrow Agent, an amount equal to \$[●] (the “Adjustment Escrow Amount”), by wire transfer of immediately available funds, to a separate and distinct account specified by the Escrow Agent (the “Adjustment Escrow Account”), which Adjustment Escrow Amount shall be held, safeguarded and released pursuant to the terms of this Escrow Agreement and the Purchase Agreement; and

WHEREAS, the parties desire to appoint the Escrow Agent to act as escrow agent hereunder, and the Escrow Agent has agreed to so act upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Appointment.** Buyer and ROC hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
2. **Escrow Fund.** On the Effective Date, Buyer shall deposit or shall cause to be deposited with the Escrow Agent, an amount equal to the Adjustment Escrow Amount, by wire transfer of immediately available funds, which shall be deposited in the Adjustment Escrow Account. Promptly upon receipt of the Adjustment Escrow Amount, the Escrow Agent will acknowledge in writing to Buyer and Seller that (a) it has received the Adjustment Escrow Amount and (b) has deposited the Adjustment Escrow Amount into the Adjustment Escrow Account. The Escrow Agent (i) shall hold the Adjustment Escrow Amount in the Adjustment Escrow Account and, (ii) subject to the terms and conditions hereof, may invest and reinvest the Adjustment Escrow Amount and the proceeds thereof (collectively with the Adjustment Escrow Amount, the “Escrow Fund”) as directed in Section 3. The Escrow Funds shall at all times remain available for distribution in accordance with Section 4 of this Escrow Agreement. The Adjustment Escrow Amount shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of any Seller or Buyer.

3. **Investment of Escrow Fund.**

- (a) Unless otherwise instructed in a joint writing signed by both the Buyer and ROC, the Escrow Agent shall hold all Escrow Funds in a “noninterest-bearing deposit account” insured by the Federal Deposit Insurance Corporation (“FDIC”) to the applicable limits. The Escrow Funds shall at all times remain available for distribution in accordance with Section 4 below.
- (b) The Escrow Agent shall send an account statement to each of the Buyer and ROC on a monthly basis reflecting activity in the Escrow Accounts for the preceding month.
- (c) The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the escrowed property, as applicable, provided that the Escrow Agent has made such investment, reinvestment or liquidation of the escrowed property in accordance with the terms, and subject to the conditions of this Escrow Agreement. The Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice. The Escrow Agent may earn compensation in the form of short term interest on items like uncashed distribution checks (from the date issued until the date cashed), funds that the Escrow Agent is directed not to invest, deposits awaiting investment direction or received too late to be invested overnight in previously directed investments.

4. **Disposition of the Adjustment Escrow Amount.** The Escrow Agent agrees that it will not deliver custody or possession of any of the Escrow Fund or of the Adjustment Escrow Account to anyone except pursuant to the terms of this Escrow Agreement or a Final Determination (defined below). Within five (5) Business Days (as defined below) after the final determination of the Final Working Capital, and the resulting Purchase Price, the following payments shall be made, as applicable:

- (a) If the Purchase Price is *greater than* the Estimated Purchase Price calculated at the Closing, then Buyer and ROC shall execute and deliver a joint written instruction to the Escrow Agent (a “Joint Instruction”) directing the Escrow Agent to release the Escrow Fund, to ROC (on behalf of itself and, if and to the extent applicable, Seller); and
- (b) If the Purchase Price is *less than* the Estimated Purchase Price calculated at the Closing (such amount, expressed as a positive number, the “Adjustment Deficit Amount”), then Buyer and ROC shall execute and deliver a Joint Instruction to the Escrow Agent directing the Escrow Agent to release from the Adjustment Escrow Account and pay to Buyer an amount equal to such Adjustment Deficit Amount, and in the event that such Adjustment Deficit Amount is *less than* the Escrow Fund, Buyer and ROC shall execute and deliver a Joint Instruction to the Escrow Agent directing the Escrow Agent to release from the Adjustment Escrow Account any remaining amounts in the Adjustment Escrow Account (after payment of such

Adjustment Deficit Amount from the Adjustment Escrow Account to Buyer), to ROC (on behalf of itself and, if and to the extent applicable, Seller).

All payments of any part of the Escrow Funds shall be made by wire transfer of immediately available funds to the account specified by the Buyer or ROC, as applicable.

Upon delivery of the Escrow Fund by the Escrow Agent, this Escrow Agreement shall terminate, subject to the provisions of Section 8.

5. **Escrow Agent.** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement and the definitions set forth in the Purchase Agreement. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, Joint Instruction, Final Determination (as defined below) or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, Joint Instruction or Final Determination. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Fund. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's fraud, gross negligence or willful misconduct was the primary cause of any loss to Buyer or ROC. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through agents or attorneys (and shall be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive a Joint Instruction or other instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final non-appealable order of any court of competent jurisdiction which may be issued, together with (A) a certificate of the prevailing party to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority and (B) the written payment instructions of the prevailing party to effectuate such order (a "Final Determination"). Upon receipt by the Escrow Agent of a copy of a Final Determination from any party, the Escrow Agent shall (a) promptly inform all other parties to this Escrow Agreement of such receipt (including providing a copy of such Final Determination) and (b) within three (3) Business Days following receipt of such determination, disburse as directed, part or all, as the case may be, of the Escrow Fund in accordance with such Final Determination. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. **Succession.** The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by ROC and Buyer acting jointly at any time by providing written notice to the Escrow Agent. Upon such resignation or removal becoming effective, Escrow Agent will deliver the remaining Escrow Funds to a successor escrow agent pursuant to a Joint Instruction after deducting payment for all documented fees owed to it in accordance with the terms of this Escrow Agreement.. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated shall be the Escrow Agent under this Escrow Agreement without further act.

7. **Fees.** ROC and the Buyer each agree to pay one-half of any fees and expenses owed to the Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder in an aggregate amount not to exceed \$5,000, which unless otherwise agreed in writing shall be as described on Schedule 1 attached hereto.

8. **Indemnity.** Buyer and ROC shall jointly and severally indemnify, defend and save harmless the Escrow Agent and its directors, officers, agents and employees (the “indemnitees”) from all loss, liability or expense (including the fees and expenses of outside counsel) arising out of or in connection with the Escrow Agent’s (i) execution and performance of this Escrow Agreement, except to the extent that such loss, liability or expense is due to the fraud, gross negligence or willful misconduct of the Escrow Agent or another indemnitee, or (ii) following of any Joint Instruction, Final Determination or other directions from Buyer or ROC except to the extent that the Escrow Agent’s following of any such Joint Instruction, Final Determination or direction is expressly forbidden by the terms hereof. Notwithstanding anything to the contrary herein, Buyer and ROC agree, solely as between themselves, that (x) any obligation for indemnification under this Section 8 (or for reasonable fees and expenses of the Escrow Agent described in Section 7) shall be borne by the party or parties (as between the two of them) determined by a court of competent jurisdiction to be most responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Buyer and one-half by ROC, and (y) if either Buyer or ROC pays any amounts to the Escrow Agent under this Section 8 or under Section 7 for reimbursement, such Party shall have the right of contribution against the other party (as between the two of them) for reimbursement of such other party’s share thereof in accordance with the foregoing apportionment. The parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement. The parties hereby grant the Escrow Agent a lien on, right of set-off against and security interest in the Escrow Fund for the payment of any claim for indemnification, compensation, expenses and amounts due hereunder.

9. **TINs.** Buyer and ROC each represent that its correct Taxpayer Identification Number (“TIN”) assigned by the Internal Revenue Service or any other taxing authority is set forth on Schedule 1. All interest or other income earned under this Escrow Agreement shall be allocated to ROC and reported, to the extent required by law, by the Escrow Agent to the IRS or any other taxing authority, as applicable, on IRS form 1099-INT, 1099-DIV or 1042-S (or other appropriate

form) as income earned from the Escrow Fund by ROC whether or not said income has been distributed during the year. Unless otherwise indicated in writing by the parties hereto, no taxes or other withholdings are required to be made under applicable law or otherwise with respect to any payment to be made by Escrow Agent. All documentation necessary to support a claim of exemption or reduction in such taxes or other withholdings has been timely collected by ROC and copies will be provided to Escrow Agent promptly upon a request therefor. Unless otherwise agreed to in writing by Escrow Agent, all tax returns required to be filed with the IRS and any other taxing authority as required by law with respect to payments made hereunder shall be timely filed and prepared by ROC including but not limited to any applicable reporting or withholding pursuant to the Foreign Account Tax Compliance Act (“FATCA”). The parties hereto acknowledge and agree that the Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return or any applicable FATCA reporting with respect to the Escrow Fund. The Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities as it determines may be required by any law or regulation in effect at the time of the distribution.

10. **Notices.** All communications hereunder shall be in writing and shall be deemed to be duly given and received:

- (a) upon delivery if delivered personally or upon confirmed transmittal if by facsimile;
- (b) on the next Business Day if sent by overnight courier; or
- (c) four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth on Schedule 1 or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested.

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to (ii) and (iii) of this Section 10, such communications shall be deemed to have been given on the date received by the Escrow Agent. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. “Business Day” shall mean any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in Wilmington, Delaware, Anoka, Minnesota or Huntsville, Alabama are authorized by applicable law or other governmental action to close.

11. **Security Procedures.** In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on schedule 2 hereto (“Schedule 2”), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. The Escrow Agent and the beneficiary’s bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Buyer or ROC to identify (i) the beneficiary, (ii) the beneficiary’s

bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a payment other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

12. **Miscellaneous.** The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto. Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Section 6, without the prior consent of the other parties. This Escrow Agreement shall be governed by and construed under the laws of the State of Delaware. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Delaware. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, floods, strikes, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Patriot Act Compliance.** In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering and the Customer Identification Program ("CIP") requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Escrow Agent must obtain, verify and record information that allows the Escrow Agent to identify customers ("Applicable Law"), the Escrow Agent is required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, each of Buyer and ROC agrees to provide to the Escrow Agent upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law, including, but not limited to, information as to name, physical address, tax identification number and other information that will help the Escrow Agent to identify and verify such party such as organizational documents, certificates of good standing (where applicable), licenses to do business or other pertinent identifying information. Buyer and ROC each understand and agree that the Escrow Agent cannot open the Escrow Account unless and until the Escrow Agent verifies the identities of Buyer and ROC in accordance with its CIP.

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the Effective Date.

ESCROW AGENT:

DELAWARE TRUST COMPANY

By: _____

Name:

Title:

[Signature Page to Adjustment Escrow Agreement]

US_ACTIVE-154425292.7

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the Effective Date.

BUYER:

VISTA OUTDOOR INC.

By: _____

Name:

Title:

[Signature Page to Adjustment Escrow Agreement]

US_ACTIVE-154425292.7

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the Effective Date.

ROC:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____

Name:

Title:

[Signature Page to Adjustment Escrow Agreement]

US_ACTIVE-154425292.7

Schedule 1

Effective Date: [●], 2020

Name of Buyer: Vista Outdoor Inc.
Buyer Notice Address: c/o Vista Outdoor Inc.
1 Vista Way
Anoka, MN 55303
Attention: Dylan S. Ramsey
Email: Dylan.Ramsey@VistaOutdoor.com

Buyer TIN: 47-1016855

Name of ROC: Remington Outdoor Company, Inc.
ROC Notice Address: 100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D’Arcy
Email: ken.darcy@remington.com

ROC TIN: 26-0174491

Name of Escrow Agent: **Delaware Trust Company**
Escrow Agent Notice Address: 251 Little Falls Drive
Wilmington, DE 19808
Attn: Escrow Administration
Telephone: 866-291-6119
Facsimile: 302-636-8666
Email: trustadmin@delawaretrust.com

Escrow Agent Fees:
\$1,000 - set up fee payable in advance of the closing of the transaction
\$2,500 – escrow agent fee payable in advance of the closing of the transaction
and upon each subsequent annual anniversary date.

TRANSACTION FEES:
Wire transfer of fund: \$35.00/domestic wire initiated; \$75.00/international payment
Checks Cut: \$10.00/check cut
1099 Preparation: \$12.00/1099 prepared
1042-S Preparation: \$50.00/per 1042-S
Returned Check: \$30.00/returned item

Adjustment Escrow Amount: \$[●]

Investment: [select one]

[] BlackRock FedFund Cash Management Class (the “Share Class”), an institutional money market mutual fund for which the Escrow Agent serves

as shareholder servicing agent and/or custodian or subcustodian. The parties hereto: (i) acknowledge Escrow Agent's disclosure of the services the Escrow Agent is providing to and the fees it receives from BlackRock; (ii) consent to the Escrow Agent's receipt of these fees in return for providing shareholder services for the Share Class; and (iii) acknowledge that the Escrow Agent has provided on or before the date hereof a BlackRock FedFund Cash Management Class prospectus which discloses, among other things, the various expenses of the Share Class and the fees to be received by the Escrow Agent.

- Such other investments as Buyer, ROC and Escrow Agent may from time to time mutually agree upon in a writing executed and delivered by Buyer and ROC and accepted by the Escrow Agent.
- The Adjustment Escrow Amount shall be held in a non-interest bearing deposit account insured by the Federal Deposit Insurance Corporation to the applicable limits.

Schedule 2

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions**

If to Buyer:

<u>Name</u>	<u>Telephone Number</u>
1. Dylan Ramsey	(m) 801-989-8972; (o) 801-447-3039

If to ROC:

<u>Name</u>	<u>Telephone Number</u>
1. William Krogseng	(336) 548-8506
2. Mark Little	(336) 508-1176

Telephone call-backs may be made to both Buyer and ROC if joint instructions are required pursuant to this Escrow Agreement.

EXHIBIT 10

(See attached form of Sale Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-CRJ11

Joint Administration Requested

**ORDER APPROVING THE SALE OF THE DEBTORS' LONOKE AMMUNITION
BUSINESS AND CERTAIN OF THE DEBTORS' INTELLECTUAL PROPERTY
ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, AND INTERESTS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases seeking entry of this order (this “**Sale Order**”) (a) authorizing the sale of the Acquired Assets (as defined in the Asset Purchase Agreement (as defined below)) free and clear of all Interests (as defined below), pursuant to that certain Asset Purchase Agreement, dated as of September [], 2020, attached hereto as Exhibit A (the “**Asset Purchase Agreement**”), by and among the Debtors and Vista Outdoor, Inc. (the “**Buyer**”), and all other transaction documents related thereto; (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases; and (c) granting the related relief contemplated therein; and the Court having found that (i) the Court has

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Asset Purchase Agreement, as applicable.

jurisdiction over this matter; (ii) venue is proper in this District; (iii) this is a core proceeding; (iv) the notice of the Motion and the Sale Hearing (as defined below) was sufficient under the circumstances; and (v) there is good cause to waive the stay of Bankruptcy Rule 6004(h); and based on the statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a hearing before this Court on September 29 [and 30], 2020 (the “**Sale Hearing**”); and it appearing that no other notice need be given; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Jurisdiction, Core Proceeding, Statutory Predicates, and Venue.** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984 as amended July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Bankruptcy Code Sections 105, 363, and 365 and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Just Cause.** The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Sale Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. **Notice.** The notice of the Motion, the Sale Hearing, the Asset Purchase Agreement, the transactions contemplated therein or in connection therewith and corresponding transactions documents (the “**Transactions**”), and the proposed entry of this Sale Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. A

reasonable opportunity to object or be heard regarding the relief granted by this Sale Order has been afforded to those parties entitled to notice pursuant to the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Sale Hearing, or this Sale Order is necessary or required.

D. Actual written notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing, the Auction, the Sale Hearing, the Assumption and Assignment Procedures, the proposed Cure Costs, the Sale and all Transactions, and all deadlines related thereto has been given to all interested persons and entities, including, without limitation: (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) all parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to the FILO Lenders; (ix) counsel to the Stalking Horse Bidder; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; (xvii) all counterparties to the Designated Contracts; and (xviii) all known creditors of the Debtors, including their contract counterparties. The foregoing constitutes proper, timely, adequate, and

sufficient notice under the particular circumstances of these Chapter 11 Cases, and no further notice need be provided.

E. The Publication Notice was published in the *New York Times* on August 24, 2020. Such Publication Notice was compliant with the Bidding Procedures Order, and was sufficient and proper notice to any other interested parties, including those whose identities are unknown to the Debtors.

F. **Extensive Efforts by Debtors.** Since before the commencement of the Chapter 11 Cases, the Debtors worked with their counsel and financial advisors to implement a viable transaction that would allow them to maximize the value of the Acquired Assets. The Sale Transaction that is the subject of this Sale Order is the result of the Debtors' extensive efforts seeking to maximize recoveries to the Debtors' estates for the benefit of the Debtors' creditors.

G. **Business Justification.** The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) authorize the sale of the Acquired Assets free and clear of Interests other than Permitted Liens (as defined in the Asset Purchase Agreement) and Assumed Liabilities (as defined in the Asset Purchase Agreement); (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases; and (iii) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Sale Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

H. **Bidding Procedures Order.** The Bidding Procedures Order [Docket No. 411] was entered by the Court on August 20, 2020, which, among other things (i) approved the Bidding Procedures; (ii) established the Assumption and Assignment Procedures; (iii) approved the form

and manner of notice with respect to all procedures, protections, schedules, and agreements described in the Motion and attached thereto; and (iv) scheduled a date for the Auction and Sale Hearing. The Bidding Procedures provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Acquired Assets.

I. **Auction; Successful Bidder.** The sale process was properly conducted by the Debtors in accordance with the Bidding Procedures Order and in a manner designed to result in the highest or otherwise best offer for the Acquired Assets. At the Auction, the Debtors agreed in a reasonable exercise of their business judgment, in consultation with their management, the Restructuring Committee, advisors and the Bid Consultation Parties, to enter into and consummate the Asset Purchase Agreement with the Buyer. At the conclusion of the Auction, the Buyer was determined to be the Successful Bidder.

J. **Asset Purchase Agreement.** The consummation of the Transactions contemplated by the Asset Purchase Agreement, the Motion, and this Sale Order is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and all of the applicable requirements of such sections and rules have been complied with in respect of such transactions.

K. **Sale Hearing.** The Sale Hearing occurred on September 29 [and 30], 2020 in accordance with the Bidding Procedures Order.

L. **Adequate Marketing; Highest or Otherwise Best Offer.** As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, including the *Declaration of Ken D'Arcy in Support of Chapter 11 Petitions and First Day Pleadings of Remington Outdoor Company, Inc. and Its Affiliated Debtors and Debtors-Possession* [Docket No. 6 and the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion*

and Bidding Procedures Motion [Docket No. 355]; and (ii) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, (a) the Debtors have adequately marketed the Acquired Assets and conducted a sale process in a non-collusive, fair and good faith manner in compliance with the Bidding Procedures Order; (b) the process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any interested party to make the highest or otherwise best offer to purchase the Acquired Assets and assume the Assumed Liabilities; (c) the consideration provided by the Buyer in the Asset Purchase Agreement constitutes the highest or otherwise best offer to purchase the Acquired Assets and assume the Assumed Liabilities; (d) the consideration provided by the Buyer in the Asset Purchase Agreement provides fair and reasonable consideration for the Acquired Assets and the assumption of the Assumed Liabilities and constitutes reasonably equivalent value, fair value and reasonable market value under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, the District of Columbia, or other applicable law; (e) the Sale will provide a greater recovery for the Debtors' creditors with respect to the Acquired Assets than would be provided by any other practically available alternative; (f) taking into consideration all relevant factors and circumstances, and after taking account of the Bid Protections, no other entity has offered to purchase the Acquired Assets for greater economic value to the Debtors or their estates; and (g) the Debtors' determination that the Asset Purchase Agreement constitutes the highest or otherwise best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

M. **No Successor Liability.** Neither the Buyer nor any of its affiliates, officers, directors, shareholders, members, partners, principals or any of their respective representatives, successors, or assigns is an "insider or "affiliate" of the Debtors, as those terms are defined in the

Bankruptcy Code, and no common identity of incorporators, directors, or stockholders existed or exists between the Buyer and the Debtors. The transfer of the Acquired Assets to and the assumption of the Assumed Liabilities by the Buyer, except as otherwise set forth in the Asset Purchase Agreement, does not, and will not, subject the Buyer to any liability whatsoever, with respect to the operation of the Debtors' businesses prior to the closing of the Sale or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee, or vicarious liability. Pursuant to the Asset Purchase Agreement, the Buyer is not purchasing all of the Debtors' assets in that the Buyer is not purchasing any of the Excluded Assets or assuming the Excluded Liabilities, and the Buyer is not holding itself out to the public as an *alter ego* or a continuation of the Debtors. The Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors. There is no substantial continuity between the Buyer and the Debtors, and there is no continuity of enterprise between the Debtors and the Buyer. The Buyer is not a mere continuation of the Debtors or the Debtors' estates, and the Buyer does not constitute a successor to the Debtors or the Debtors' estates. None of the Transactions, including, without limitation, the Sale or the assumption and assignment of the Assigned Contracts, is being undertaken for the purpose of escaping liability for any of the Debtors' debts or hindering, delaying, or defrauding creditors under the Bankruptcy Code or for any other purpose that would give rise to statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing.

N. **Acquired Assets Property of the Estate.** The Acquired Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

O. **Sale in Best Interest/Fiduciary Duties.** The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Asset Purchase Agreement and sell the Acquired Assets and such actions are appropriate under the circumstances of these Chapter 11 Cases, are in the best interests of the Debtors, their estates and creditors, and other parties in interest, and represent a reasonable exercise of business judgment by the Debtors and the Restructuring Committee and their fulfillment of their fiduciary duties under applicable law. Approval of the Asset Purchase Agreement, the Sale, and the Transactions at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest. Unless the sale is concluded expeditiously, the recoveries of all of the Debtors' estates and constituencies are likely to be adversely affected.

P. **Not a *Sub Rosa* Plan.** The consummation of the Sale outside of a plan of reorganization pursuant to the Asset Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors. The Asset Purchase Agreement, the Sale and the transactions contemplated therein and associated therewith do not constitute an impermissible *sub rosa* Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

Q. **Arm's-Length Sale.** The Asset Purchase Agreement, the Sale, and the Transactions were negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors, their insiders and affiliates, nor the Buyer have engaged in any conduct that would cause or permit the

Asset Purchase Agreement, the Sale, or any part of the transactions thereby to be avoided under Bankruptcy Code Section 363(n).

R. **Good Faith Buyer.** The Buyer is a good faith purchaser under Bankruptcy Code Section 363(m) and, as such, is entitled to all of the protections afforded thereby. Specifically: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (ii) the Buyer complied in all respects with the provisions of the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bid procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Buyer in connection with the Sale have been disclosed; (v) no common identity of directors, officers or controlling stockholders exists among the Buyer and the Debtors; (vi) the negotiations and execution of the Asset Purchase Agreement was at arm's-length and in good faith, and at all times each of the Buyer and the Debtors were represented by competent counsel of their choosing; (vii) the Buyer did not in any way induce or cause the Chapter 11 filing of the Debtors; and (viii) the Buyer has not acted in a collusive manner with any person. The Buyer will be acting in good faith within the meaning of Bankruptcy Code Section 363(m) in closing the transactions contemplated by the Asset Purchase Agreement.

S. **Corporate Authority.** Each Debtor (i) has full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the Sale of the Acquired Assets has been duly and validly authorized by all necessary corporate actions of each of the Debtors; (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement; (iii) has taken all corporate action necessary to authorize and approve the Asset Purchase Agreement and the consummation by the Debtors of the transactions contemplated thereby; and (iv) needs no consents or approvals, other

than those expressly provided for in the Asset Purchase Agreement, which may be waived in accordance with the terms therewith.

T. Free and Clear Findings Required by the Buyer. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction, thus adversely affecting the Debtors, their estates, and their creditors, if the Sale of the Acquired Assets to the Buyer and the assumption and assignment of Acquired Contracts, were not, pursuant to Bankruptcy Code Section 363(f), free and clear (except for Permitted Liens and Assumed Liabilities) of (i) all liens (statutory or otherwise), claims, mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, right of use or possession, licenses, indentures, instruments, conditional sale arrangements, (ii) all claims as defined in Bankruptcy Code Section 101(5), including all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person prior to the Closing, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise, and (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected,

allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise (excluding Permitted Liens and Assumed Liabilities, (i), (ii), and (iii) collectively, the “**Interests**”). Except as expressly provided in the Asset Purchase Agreement, the Sale shall be free and clear of, and the Buyer shall not be responsible for, any Interests, including, without limitation, in respect of the following: (i) any rights or Interests based on any successor or transferee liability, (ii) any Interests that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or termination of the Debtors’ or the Buyer’s interest in the Acquired Assets, or any similar rights; (iii) any labor or employment agreements; (iv) mortgages, deeds of trust, and security interests; (v) intercompany loans and receivables between the Debtors and any non-Debtor subsidiary; (vi) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee, worker’s compensation, occupational disease, or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget

Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and of any similar state law (collectively, “**COBRA**”), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (viii) any bulk sales or similar law; (ix) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (xii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract that will be assumed and assigned pursuant to this Sale Order and the Asset Purchase Agreement; (xiii) any other Excluded Liabilities as provided in the Asset Purchase Agreement. A sale of the Acquired Assets other than one free and clear of all Interests would yield substantially less value for the Debtors’ estates, with less certainty, than the Sale as contemplated. Therefore, the Sale contemplated by the Asset Purchase Agreement and approved herein free and clear of all Interests, except for Permitted Liens and Assumed Liabilities, is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

U. **Valid and Binding Transfer.** The transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective transfer of the Acquired Assets and, except for the Permitted Liens and Assumed Liabilities, will vest the Buyer with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Interests and any liabilities of the Debtors.

V. **Satisfaction of Section 363(f) Standards.** The transfer of the Acquired Assets to the Buyer under the Asset Purchase Agreement shall be a legal, valid, and effective transfer of all the legal, equitable, and beneficial right, title and interest in and to the Acquired Assets free and clear of all Interests, other than the Assumed Liabilities and Permitted Liens. The Debtors may

sell the Acquired Assets free and clear of all Interests, except for the Permitted Liens and the Assumed Liabilities, because, in each case, one or more of the standards set forth in Bankruptcy Code Section 363(f)(1) through (5) has been satisfied, with all such Liens and Interests to attach to the proceeds of the Sale Transaction to be received by the Debtors with the same validity, force, priority and effect that they had as against the Acquired Assets, and any claims and defenses the Debtors and their estates may possess with respect thereto. Those holders of Interests, and non-debtor parties to the Assigned Contracts who did not object, or who withdrew their objections, to the Motion are, without limitation, deemed to have consented pursuant to Bankruptcy Code Section 363(f)(2). In all cases, each such person with Interests in the Acquired Assets is enjoined from taking any action against the Buyer, the Buyer's affiliates, or any agent of the foregoing to recover any such Interest.

W. Necessity of Order. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction without all of the relief provided for in this Sale Order (including, but not limited to, that the transfer of the Acquired Assets to the Buyer be free and clear of all Interests (other than Permitted Liens and the Assumed Liabilities)). The consummation of the Sale Transaction pursuant to this Sale Order and the Asset Purchase Agreement is necessary for the Debtors to maximize the value of their estates for the benefit of all creditors and other parties in interest.

X. Time of the Essence. The sale of the Acquired Assets must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale, and the Debtors and the Buyer intend to close the Sale as soon as reasonably practicable.

Y. **Assigned Contracts.** The Debtors have demonstrated that it is their sound business judgment to sell, assume, and assign the “Assumed Contracts” and “Assumed Leases” (as such terms are defined in the Asset Purchase Agreement), including, without limitation, the unexpired leases and executory contracts designated on Schedule 1.1(j) of the Asset Purchase Agreement (collectively, the “Assigned Contracts” and, individually, an “Assigned Contract”) to the Buyer in connection with the consummation of the Sale, and the assumption and assignment of the Assigned Contracts is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts being assigned to the Buyer are an integral part of the Acquired Assets being purchased by the Buyer, and, accordingly, such assumption and assignment of the Assigned Contracts and the liabilities associated therewith are reasonable and enhance the value of the Debtors’ estates. No section of any Assigned Contract that purports to prohibit, restrict, impose any penalty or fee on, or condition the use, consideration, or assignment of any such Assigned Contract in connection with the Transactions shall have any force or effect.

Z. **Cure and Adequate Assurance.** Through Buyer’s commitment to pay the Buyer Cure Amount (or, in the case of the Backup Bidder (as defined below), the Cure Amount) related to the Assigned Contracts and upon the payment of the Buyer Cure Amount (or, in the case of the Backup Bidder, the Cure Amount) by the Buyer and the Seller Cure Amount, if any, pursuant to the terms of the Asset Purchase Agreement, the Debtors (solely in connection with closing of the Successful Bid and not in connection with the Backup Bid) and the Buyer, as applicable, have cured or otherwise have demonstrated their ability to cure any default with respect to any act or omission that occurred prior to the Closing (as defined in the Asset Purchase Agreement) under any of the Assigned Contracts, within the meaning of Bankruptcy Code Section 365(b)(1)(A). The proposed Cure Costs or any other cure amount reached by agreement after any objection by a

counterparty to an Assigned Contract (an “**Assigned Contract Objection**”) or otherwise are deemed the amounts necessary to “cure” all “defaults,” each within the meaning of Bankruptcy Code Section 365(b), under such Assigned Contracts. The Buyer’s promise to perform the obligations under the Assigned Contracts shall constitute adequate assurance of its future performance of and under the Assigned Contracts, within the meaning of Bankruptcy Code Sections 365(b)(1) and 365(f)(2). Subject to the Bidding Procedures Order, all counterparties to the Assigned Contracts who did not file an Assigned Contract Objection or an objection to the assumption and assignment of the Assigned Contracts prior to the Sale Hearing, are deemed to consent to the assumption by the Debtors of their respective Assigned Contract and the assignment thereof to the Buyer. The filed objections of all counterparties to the Assigned Contracts that were heard at the Sale Hearing (to the extent not withdrawn or adjourned), were considered by the Court, and are overruled on the merits with prejudice. The Court finds that, with respect to all such Assigned Contracts, the payment of the proposed Cure Costs by the Buyer or, solely in connection with Successful Bid and not in connection with the Backup Bid, the Seller, as applicable, in accordance with the terms of the Asset Purchase Agreement is appropriate and is deemed to fully satisfy the Debtors’ obligations under Bankruptcy Code Section 365(b). Accordingly, and without limitation of the Buyer’s rights under Sections 1.5(b) and 1.5(d) of the Asset Purchase Agreement (or Sections 1.5(a) and 1.5(d) of the Backup Bid Agreement (as defined below)), all of the requirements of Bankruptcy Code Section 365(b) have been satisfied for the assumption and the assignment by the Debtors to the Buyer of each of the Assigned Contracts. To the extent any Assigned Contract is not an executory contract within the meaning of Bankruptcy Code Section 365, it shall be transferred to the Buyer in accordance with the terms of this Sale Order that are applicable to the Acquired Assets. In addition, for the avoidance of doubt, to the extent the Backup

Bidder becomes the Successful Bidder as set forth in this Sale Order, the provisions herein with respect to the Assigned Contracts shall apply likewise to the Backup Bidder as Buyer, in accordance with the terms of the Backup Bid Agreement.

AA. **Unenforceability of Anti-Assignment Provisions.** Any provisions in any Assigned Contract that restrict, limit, prohibit or condition the assumption, assignment, and sale of the Assigned Contracts or that allow the counterparty so such Assigned Contract to terminate, recapture, impose any penalty or fee, accelerate, increase any rate, condition on renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, should be deemed and found to be unenforceable anti-assignment provisions that are void and of no force and effect within the meaning of Bankruptcy Code Section 365(f).

BB. **Objections are Overruled.** All objections to the relief requested in the Motion that have not been withdrawn, waived, adjourned or settled as announced to the Court at the Sale Hearing or by stipulations filed with the Court are overruled except as otherwise set forth herein.

CC. **Final Order.** This Sale Order constitutes a final order within the meaning of 20 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and expressly directs entry of judgment as set forth herein.

DD. **Best Interest.** Entry of this Sale Order is in the best interests of the Debtors, the Debtors' estates, their creditors, and other parties in interest.

EE. **Findings and Conclusions.** The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are

conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted and the relief requested therein with respect to the Sale is granted and approved in its entirety, as set forth herein.

2. Any objections to the entry of this Sale Order or to the relief granted herein or the relief requested in the Motion, including any objections to the proposed Cure Costs or the assumption and assignment of any Assigned Contracts, that have not been adjourned, withdrawn, waived, or settled, or not otherwise addressed or resolved pursuant to the terms hereof, if any, hereby are denied and overruled on the merits with prejudice.

Approval of the Sale of the Acquired Assets

3. The Debtors are authorized to enter into the Asset Purchase Agreement (and all ancillary documents) and all the terms and conditions thereof, and all of the Transactions contemplated therein are approved in all respects. The transfer of the Acquired Assets by the Debtors to the Buyer shall be a legal, valid and effective transfer of the Acquired Assets.

4. Pursuant to Bankruptcy Code Section 363(b), the sale of the Acquired Assets to the Buyer free and clear of all Interests (other than the Permitted Liens and the Assumed Liabilities), and the transactions contemplated thereby is approved in all respects.

Sale and Transfer of the Acquired Assets

5. Pursuant to Bankruptcy Code Sections 105, 363, and 365, the Debtors are authorized to (a) take any and all actions necessary or appropriate to perform their obligations under, and comply with the terms of, the Asset Purchase Agreement and consummate the Sale and the Transactions pursuant to, and in accordance with, the terms and conditions of the Asset

Purchase Agreement and this Sale Order, including, without limitation (i) executing, acknowledging, and delivering such deeds, assignments, conveyances and other assurances, documents, and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and conferring to the Buyer, or reducing to possession, any or all of the Acquired Assets and (ii) entering into the Ancillary Agreements, any transition services or operations support agreements with the Buyer and any other agreements related to implementing the Transactions and (b) take any and all further actions as may be necessary or appropriate to the performance of their obligations as contemplated by the Asset Purchase Agreement or this Sale Order. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any reasonable expenses or costs that are required to be paid to consummate the Transactions or perform their obligations under the Asset Purchase Agreement.

6. Following the Closing, the Debtors or the Buyer and/or their respective designees are authorized to execute and file a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all obligations, liabilities, and Interests in the Acquired Assets of any kind or nature whatsoever (other than the Permitted Liens and Assumed Liabilities). Upon the Closing and the Debtors' receipt of the Purchase Price, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtors' interests in the Acquired Assets and a bill of sale transferring good and marketable title in the Acquired Assets to the Buyer free and clear of all Interests, except for the Permitted Liens and Assumed Liabilities. Each and every federal, state, and local governmental agency, quasi-agency, or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions.

7. Except for the Permitted Liens, Assumed Liabilities or as expressly provided in the Asset Purchase Agreement, pursuant to Bankruptcy Code Sections 105(a) and 363(f), upon the Closing and the Debtors' receipt of the Purchase Price, the Acquired Assets shall be transferred to the Buyer as required under the Asset Purchase Agreement, and such transfer shall be free and clear of all Interests of any person, including, without limitation, all such Interests specifically enumerated in this Sale Order, whether arising by agreement, by statute, or otherwise and whether occurring or arising before, on, or after the Petition Date, whether known or unknown, occurring, or arising prior to such transfer, with all such Interests to attach to the proceeds of the Sale ultimately attributable to the property against or in which the holder of an Interest claims or may claim an Interest, in the order of their priority, with the same validity, force, and effect which they now have, subject to any claims and defenses the Debtors may possess with respect thereto. Without limiting the generality of the foregoing, the Acquired Assets shall be transferred to the Buyer free and clear of the following: (i) satisfy and release of record, Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 15, 2018, and filed for record June 19, 2018, in/as Instrument No. 2018-05836 of the Records of Lonoke County, AR, executed by Remington Arms Company, LLC, in favor of Ankura Trust Company, LLC, securing the original principal amount of \$55,000,000; (ii) satisfy and release of record, Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 15, 2018, and filed for record June 19, 2020, in/as Instrument No. 2018-05387, of the records of Lonoke County, AR, executed by Remington Arms Company, LLC, in favor of Ankura Trust Company, LLC, securing the original principal amount of \$100,000,000; (iii) satisfy and release of record, Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated April 18, 2019, and filed for record April 22, 2019, in/as Instrument No. 2019-03652, of the Records of Lonoke

County, AR, executed by Remington Arms Company, LLC, in favor of Cantor Fitzgerald Securities, securing the original principal amount of \$90,500,000; and (iv) satisfy and release of record, Lien Subordination Agreement by and between Remington Arms Company, LLC, Cantor Fitzgerald Securities, and Ankura Trust Company, LLC, dated February 21, 2020, and filed for record February 28, 2020, in/as Instrument No. 2020-02102, records of Lonoke County, Arkansas.

8. The transfer of the Acquired Assets to the Buyer pursuant to the Asset Purchase Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests of any kind or nature whatsoever, except for the Permitted Liens and Assumed Liabilities, with all such Interests to attach to the proceeds of the Sale ultimately attributable to the property against or in which the holder of an Interest claims or may claim an Interest, in the order of their priority, with the same validity, force, and effect which they now have, subject to any claims and defenses the Debtors may possess with respect thereto.

9. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to the Buyer in accordance with the Asset Purchase Agreement and this Sale Order; *provided* that the foregoing restriction shall not prevent any party from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order, or from enforcing its rights under Bankruptcy Code Section 365 or relieve the Buyer of any Assumed Liability.

10. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, contract counterparties and other creditors, holding liens, claims

encumbrances, and other interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any taxes or successor or transferee liability, against or in a Debtor or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets or the operation of the Acquired Assets before the Closing, or the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts, are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its respective successors and assigns, its respective property and the Acquired Assets, such persons' or entities' liens, claims, encumbrances, or other Interests, including, without limitation, rights or claims based on any taxes or successor or transferee liability, *provided* that nothing herein shall impair or otherwise affect any right under Bankruptcy Code Section 365 of a lease or contract counterparty to an Assigned Contract under its respective Assigned Contract(s), or relieve the Buyer of any Assumed Liability.

11. Upon the Closing, each of the Debtors' creditors and any other holder of an Interest is authorized and directed, without cost to the Debtors, to execute such documents and take all other actions as may be necessary to release its Interest in the Acquired Assets, if any, as such Interest may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing an Interest in the Debtors or the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests, which the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then the Buyer and its designees are authorized to execute and

file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Debtors or the Acquired Assets and to file, register, or otherwise record a certified copy of this Sale Order, which shall constitute conclusive evidence of the release of all Interests of any kind or nature whatsoever in the Debtors or the Acquired Assets (other than the Permitted Liens and Assumed Liabilities). Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement, including, without limitation, recordation of this Sale Order.

12. Upon the Closing and the Debtors' receipt of the Purchase Price, all entities that are currently, or on the Closing may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Buyer, unless the Buyer otherwise agrees.

13. This Sale Order is self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order.

14. To the maximum extent permitted by applicable non-bankruptcy law, (a) the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval (collectively, the "**Permits**") of the Debtors with respect to and included in the Acquired Assets, and (b) all Permits that are included in the Acquired Assets are deemed to have been, and hereby are directed to be, transferred to the Buyer as of the Closing Date. Nothing in this Sale Order, and nothing in the foregoing sentence, authorizes the transfer or assignment of any governmental Permit or the discontinuation of any obligation thereunder without compliance with all applicable legal requirements and approvals under police or regulatory

law. To the extent any Permit cannot be transferred to the Buyer in accordance with this paragraph, the Buyer, with such assistance from the Debtors as is required under the Asset Purchase Agreement, will work promptly and diligently to apply for and secure all necessary government approvals for the transfer or new issuance of the Permit(s) to the Buyer, and the Debtors shall maintain the Permits to the extent required under and subject to the terms of the Asset Purchase Agreement. For the avoidance of doubt, while nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, limits, waives, precludes, or enjoins the enforcement of any police or regulatory authority of a governmental unit, Buyer shall be entitled to operate under each state Permit currently held by or on behalf of the Debtors in relation to the Acquired Assets until such time as each such Permit is transferred to the Buyer and/or an equivalent Permit is issued to the Buyer.

15. To the extent provided by Bankruptcy Code Section 525, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the transactions contemplated by the Asset Purchase Agreement and this Sale Order.

Implementation of the Sale

16. On Closing, the Buyer shall (a) pay the Purchase Price to the Debtors; (b) pay the Cure Costs as more fully described in paragraph 30 of this Sale Order and the Asset Purchase Agreement; (c) assume the Assumed Liabilities; and (d) perform any other obligations required to be performed by Buyer on the Closing. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments

necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement, including, without limitation, recordation of this Sale Order.

17. Within three (3) business days of the Debtors' receipt of the Net Sale Proceeds (as defined in the *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, and (IV) Granting Related Relief* [Docket No. 410] (as it may be modified from time to time, the "**Cash Collateral Order**")) from the sale of the Acquired Assets, the Debtors shall pay the Net Sale Proceeds of the Acquired Assets to the Priority Term Loan Agent, for the account of the Priority Term Loan Secured Creditors, to the extent required under and in accordance with the terms of the Cash Collateral Order or such other order of the Court. Upon the Priority Term Loan Agent's timely receipt of such payment, (a) the Priority Term Loan Obligations shall be paid and satisfied to the extent of the payment and (b) all liens and security interests against the Acquired Assets securing the Priority Term Loan Obligations shall be automatically released and discharged without further action by any person. Upon the payment in full in cash of the Priority Term Loan Obligations and the occurrence of the Challenge Period Termination Date (as defined in the Cash Collateral Order), (w) the Debtors shall have no further indebtedness, liabilities or obligations owing under the Priority Term Loan Credit Agreement or the other "Financing Agreements" (as defined in the Priority Term Loan Agreement, the "**Priority Term Loan Documents**"), (x) other than any provisions thereof that survive pursuant to the terms thereof, the Priority Term Loan Credit Agreement and all other Priority Term Loan Documents (including, without limitation, any mortgages, guaranties and security agreements) and all of the Debtors' obligations thereunder shall terminate and be of no further force and effect, (y) all liens and security interests against the property and assets of the Debtors securing the Priority Term Loan Obligations shall be

automatically fully released and discharged without further action by any person, and (z) each deposit account control agreement in respect of or other sweeps or blocks of any Debtor's deposit accounts or lockboxes in favor of any of the Priority Term Loan Secured Parties shall terminate.

18. The Debtors shall pay the Net Sale Proceeds from the sale of the Acquired Assets to the FILO Agent, for the account of the FILO Term Loan Secured Creditors, to the extent required under and in accordance with the terms of the Cash Collateral Order or such other order of the Court. For the avoidance of doubt, any further payment to the FILO Agent shall be subject to orders previously entered by this Court and any further orders of this Court or provided under the Debtors' Chapter 11 plan.

19. All parties in interest in these Chapter 11 Cases expressly reserve their rights with respect to any allocation of the Purchase Price or value among the purchased Acquired Assets, and any allocation of the Purchase Price or value among the purchased Acquired Assets as determined by the Buyer shall not be determinative or binding on any party in interest in these Chapter 11 Cases except as ordered by the Court after notice and a hearing.

No Successor Liability

20. Other than as expressly set forth in the Asset Purchase Agreement, the Buyer shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Interests, including under any theory of successor or transferee liability, *de facto* merger or continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, including without limitation, with respect to any of the following: (i) any foreign, federal, state, or local revenue law, pension law, ERISA, COBRA, tax law, labor law, employment law, the WARN Act, antitrust law, CERCLA, and any other environmental, health and safety laws, or other law, rule, or regulation

(including, without limitation, filing requirements under any such laws, rules or regulations); (ii) under any products liability law, rule, regulation, or doctrine with respect to the Debtors' liability under such law, rule, regulation, or doctrine, or under any product warranty liability law or doctrine; (iii) under any unfair trade practices law, rule, regulation or doctrine with respect to the Debtors' liability under such law, rule, regulation or doctrine, or under any unfair trade practices liability law or doctrine; (iv) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which the Debtors are a party; (v) any welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (vi) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967, (g) the Americans with Disabilities Act of 1990, or (h) COBRA; (vii) any liabilities, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period; (viii) any environmental liabilities, debts, claims fines, penalties, or obligations arising from conditions, facts or circumstances first existing or occurring on or prior to the Closing (including, without limitation, the presence of or exposure to chemical, hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis and at any time, including, without limitation, any liabilities, debts, claims, fines, penalties or obligations arising under CERCLA, or any other environmental, health, and safety laws; (viii) any liabilities, debts, claims, fines, penalties, or obligations of or required to be paid by the Debtors for

any taxes of any kind for any period; (ix) any liabilities, debts, claims, fines, penalties, or obligations of or required to be paid by the Debtors under any labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations); (x) any bulk sale law; and (xi) any litigation. The Buyer shall have no liability or obligation under the WARN Act simply by virtue of its purchase of assets from the Debtors.

21. The Buyer has given substantial consideration under the Asset Purchase Agreement, which consideration shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Buyer and which shall be deemed to have been given in favor of the Buyer by all holders of Interests and liabilities (except for Permitted Liens and the Assumed Liabilities) in or against the Debtors, or the Acquired Assets. Without limiting the Buyer's obligation to pay and satisfy the Assumed Liabilities, upon consummation of the Sale, the Buyer shall not be deemed to (a) be the successor to the Debtors or their estates, (b) have, *de facto* or otherwise, merged with or into the Debtors, or (c) be a mere continuation, alter ego or substantial continuation of the Debtors under any theory of law or equity as a result of any action taken in connection with the Asset Purchase Agreement or any of the transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Acquired Assets.

22. Effective upon the Closing, except with respect to Assumed Liabilities and Permitted Liens, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer or its assets (including the Acquired Assets) with respect to any (a) Claim or Lien or (b) successor or transferee liability, including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or

continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or Claim; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, or failing or refusing to renew any License, permit, or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith

23. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Buyer without collusion and in good faith, as that term is used in Bankruptcy Code Section 363(m), and, accordingly, the reversal or modification on appeal of the authorization provided in this Sale Order to consummate the Sale and the Transactions shall not affect the validity of the transactions (including the assumption and assignment of any of the Assigned Contracts). The Buyer is a purchaser in good faith of the Acquired Assets and is entitled to all the protections afforded by Bankruptcy Code Section 363(m).

24. As a good faith purchaser of the Acquired Assets, the Buyer has not entered into an agreement with any other potential bidders at the Auction (other than its agreement with the Firearms Buyer as was fully disclosed to all participants at the Auction), and has not colluded with any of the other bidders, potential bidders or any other parties interested in the Acquired Assets, and, therefore, neither the Debtors nor any successor in interest to the Debtors' estates shall be entitled to bring an action against the Buyer, and the Sale may not be avoided pursuant to Section 363(n) of the Bankruptcy Code.

25. The consideration provided by the Buyer for the Acquired Assets under the Asset Purchase Agreement constitutes reasonably equivalent value, fair value, reasonable market value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. The Sale may not be avoided under Bankruptcy Code Section 363(n). The Asset Purchase Agreement was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or for any other purpose that would give rise to statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing. Neither the Debtors nor the Buyer have entered into the Asset Purchase Agreement or any agreement contemplated thereby or are consummating the Sale with any fraudulent or otherwise improper purpose, including, without limitation, to evade any pension liabilities. No other person or entity or group of persons or entities has offered to purchase the Acquired Assets for an amount that would provide greater value to the Debtors and their estates than the value provided by the Buyer. The Court's approval of the Motion and the Asset Purchase Agreement are in the best interests of the Debtors, the Debtors' estates, their creditors, and all other parties in interest.

26. The Buyer is not an "insider" as that term is defined in Section 101(31) of the Bankruptcy Code.

Assumption and Assignment of Assigned Contracts; Assumed Liabilities

27. Pursuant to Bankruptcy Code Sections 105(a), 363, and 365, the Bidding Procedures Order, and subject to and conditioned upon the Closing of the Sale, the Debtors' sale,

assumption and assignment to the Buyer of the Assigned Contracts is approved, and the requirements of Bankruptcy Code Section 365(b)(1) with respect thereto are deemed satisfied.

28. The Debtors are authorized in accordance with Bankruptcy Code Sections 105(a) and 365 to (i) assume and assign to the Buyer, effective as of the Closing and at such other times as may be specified in accordance with the terms and conditions of the Asset Purchase Agreement, as provided by, and in accordance with, the Bidding Procedures Order and the Asset Purchase Agreement, the Assigned Contracts free and clear of all Interests of any kind or nature whatsoever, other than the Permitted Liens and Assumed Liabilities, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer reasonably deems necessary to assign and transfer the Assigned Contracts to the Buyer.

29. The Assigned Contracts shall be transferred and assigned to, pursuant to the Bidding Procedures Order and the Asset Purchase Agreement, and thereafter remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in any such Assigned Contract (including, but not limited to, those of the type described in Bankruptcy Code Sections 365(b)(2), (e)(1), and (f)) that prohibits, restricts, or conditions such assignment or transfer. The Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption and assignment to the Buyer. The Debtors may assign each Assigned Contract in accordance with Bankruptcy Code Sections 363 and 365, and any provisions in any Assigned Contracts that prohibit or condition the assignment of such Assigned Contracts or terminate, recapture, impose any penalty, condition, renewal, or extension, or modify any term or condition upon the assignment of such Assigned Contracts, constitute unenforceable anti-assignment provisions which are void and of no force and effect. All other requirements and conditions under

Bankruptcy Code Sections 363 and 365 for the assumption by the Debtors and assignment to the Buyer of each Assigned Contract have been satisfied.

30. All defaults and all other obligations or liabilities under any Assigned Contract occurring, arising, or accruing prior to the date of the assignment or transfer to the Buyer shall be deemed cured or satisfied upon payment by the Buyer and/or the Debtors (in each case in accordance with Section 1.5 of the Asset Purchase Agreement) of the proposed Cure Cost, as set forth in the Notice of Assumption and Assignment, any Supplemental Notice of Assumption and Assignment, or any other cure amount reached by agreement after an Assigned Contract Objection or otherwise, and, without limiting the foregoing, no effect shall be given to any default of the type set forth in Bankruptcy Code Section 365(b)(2), or the type of default concerning an unexpired lease of real property described in Bankruptcy Code Section 365(b)(1) whether or not such Assigned Contract is an executory contract within the meaning of Bankruptcy Code Section 365.

31. Each non-Debtor counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors, the Buyer, or their respective property (including the Acquired Assets) any fee, acceleration, default, breach, Claim (including any counterclaim, defense, or setoff capable of being asserted against the Debtors), pecuniary loss, or condition to assignment existing, arising, or accruing as of the Closing Date, or arising by reason of the Closing, including any breach related to or arising out of any change-in-control provision in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts, and (b) asserting against the Buyer (or its property, including the Acquired Assets) any Claim or Lien, counterclaim, breach, condition or setoff asserted or capable of being asserted against the Debtors existing as of the Closing Date or arising by reason of the Closing except for the Assumed Liabilities and Permitted Liens.

32. The Cure Costs amounts listed on the Notice of Assumption and Assignment, any Supplemental Notice of Assumption and Assignment, or any other cure amount reached by agreement after an Assigned Contract Objection or otherwise, reflect the sole amounts necessary under Bankruptcy Code Section 365(b) to cure all monetary defaults under the Assigned Contracts, and no other amounts are or shall be due to the non-debtor parties in connection with the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts. Notwithstanding anything to the contrary herein, if the Cure Costs for an Assigned Contract is determined to be greater than the proposed Cure Costs asserted in the Notice of Assumption and Assignment or Supplemental Notice of Assumption and Assignment, the Buyer may decide, in its discretion, not to assume that Assigned Contract. Notwithstanding anything to the contrary herein, in each case in accordance with Bidding Procedures Order and the terms and conditions of the Asset Purchase Agreement, the Buyer may decide (i) not to assume one or more unexpired leases and executory contracts designated on Schedule 1.1(h) of the Asset Purchase Agreement (or Schedule 1.1(g) of the Backup Bid Agreement), and (ii) to supplement Schedule 1.1(h) of the Asset Purchase Agreement (or Schedule 1.1(g) of the Backup Bid Agreement) by including any previously omitted unexpired lease or executory contract.

33. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Assigned Contracts.

34. Notwithstanding anything in the Asset Purchase Agreement or this Sale Order to the contrary and for the avoidance of doubt, the Acquired Assets shall not include any of the Excluded Assets as set forth in Section 1.2 of the Asset Purchase Agreement.

35. The Buyer shall be responsible for the satisfaction of the Assumed Liabilities under the Asset Purchase Agreement, including without limitation the Buyer Cure Amount (or in the case of the Backup Bid Agreement, the Cure Amount) arising under the Assigned Contracts. Except as provided in the Asset Purchase Agreement or this Sale Order, after the Closing, the Debtors and their estates shall have no further liability or obligations with respect to any Assumed Liability, including those arising under the Assigned Contracts, and all holders of such claims are forever barred and estopped from asserting any claims under any Assumed Liability (including those arising under the Assigned Contracts) against the Debtors, their successors or assigns, and their estates.

Backup Bidder

36. SIG Sauer, Inc. (the “**Backup Bidder**”) is hereby approved as the “Backup Bidder” under the Bidding Procedures Order, and pursuant to Bankruptcy Code Sections 105, 363, and 365, the Asset Purchase Agreement attached hereto as Exhibit B (the “**Backup Bid Agreement**”) submitted by the Backup Bidder, the sale of the Acquired Assets (as defined in the Backup Bid Agreement), and consummation of the Sale to the Backup Bidder are hereby approved as the Backup Bid under the Bidding Procedures Order. The Backup Bid on the terms set forth in the Backup Bid Agreement is hereby approved and authorized as a Backup Bid and shall remain open as a Backup Bid pursuant to the terms of the Bidding Procedures Order and the bid terms submitted at the Auction. In the event that the Successful Bidder cannot or refuses to consummate the Sale because of a breach or failure on the part of the Successful Bidder, the Backup Bidder will be deemed the new Successful Bidder and the Debtors shall be authorized, but not directed, to close, and take all actions necessary to close, with the Backup Bidder on the Backup Bid Agreement without further order of the Court, and in such case, all findings and other provisions of this Sale

Order shall apply to the Backup Bidder and the Backup Bid Agreement to the same extent they do with respect to the Buyer and the Asset Purchase Agreement.

Other Provisions

37. Nothing in this Sale Order or in the Asset Purchase Agreement entered into pursuant to this Sale Order releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory authority of a governmental unit.

38. This Sale Order and the Asset Purchase Agreement shall be binding in all respects upon all known and unknown creditors of, and holders of equity security interests in, any Debtor, including any holders of Interests, all counterparties to the Assigned Contracts, all counterparties to contracts that are not assumed or assigned, all successors and assigns of the Buyer, each Debtor and their affiliates and subsidiaries, the Acquired Assets, and any trustees appointed in the Chapter 11 Cases or upon a conversion to cases under Chapter 7 of the Bankruptcy Code, and this Sale Order shall not be subject to amendment or modification and the Asset Purchase Agreement shall not be subject to rejection. Nothing contained in any Chapter 11 plan confirmed in any Debtor's bankruptcy case, any order confirming any such Chapter 11 plan, or any other order in the Chapter 11 Cases shall alter, conflict with, or derogate from, the provisions of the Asset Purchase Agreement or this Sale Order.

39. To the extent applicable, the automatic stay pursuant to Section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court (a) to allow the Buyer to give the Debtors any notice provided for in the Asset Purchase Agreement, and (b) to allow the Buyer to take any and all actions permitted by the Asset Purchase Agreement.

40. No bulk sales law or similar law shall apply in any way to the transactions contemplated by the Sale, the Asset Purchase Agreement, the Motion, and this Sale Order.

41. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, including, but not limited to, retaining jurisdiction to (i) enforce the terms of the Asset Purchase Agreement; (ii) compel delivery of the Acquired Assets to the Buyer; (iii) interpret, implement, and enforce the provisions of this Sale Order; (iii) protect the Buyer, any of the Buyer's affiliates, or any agent of the foregoing, against any Interests against the Debtors or the Acquired Assets of any kind or nature whatsoever, except for the Permitted Liens and Assumed Liabilities, and (iv) enter any order under Bankruptcy Code Sections 363 and 365.

42. No brokers were involved in consummation of the Sale, and no brokers' commissions are due to any person in connection with the Sale; *provided, however*, that this provision does not impact any transaction or other fees due to investment bankers or financial advisors employed (a) by the Debtors, including, but not limited to Ducera Partners LLC, or certain of their creditors for which the Debtors may be obligated to pay in accordance with an engagement letter with such professional(s), or (b) by the Buyers.

43. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

44. The failure to specifically include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it

being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

45. The Asset Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, *provided* that the Debtors shall provide the Bid Consultation Parties with three (3) business days' notice thereof and *provided* further that any such modification, amendment, or supplement does not, based on the Debtors' judgment, have a material adverse effect on the Debtors' estates.

46. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall not be stayed for fourteen (14) days after its entry and shall be effective immediately upon entry, and the Debtors and the Buyer are authorized to close the transaction immediately upon entry of this Sale Order. Time is of the essence in closing the transactions referenced herein, and the Debtors and the Buyer intend to close the transactions as soon as practicable. This Sale Order is a final, appealable order and the period in which an appeal must be filed shall commence upon the entry of this Sale Order.

47. The provisions of the Asset Purchase Agreement and this Sale Order may be specifically enforced in accordance with the Asset Purchase Agreement notwithstanding the appointment of any Chapter 7 or Chapter 11 trustee after the Closing.

48. Headings utilized in this Sale Order are for convenience of reference only, and do not constitute a part of this Sale Order for any other purpose.

49. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

50. The provisions of this Sale Order are non-severable and mutually dependent.

51. All issues raised by Oracle America, Inc. (“Oracle”) in *Oracle’s Limited Objection and Reservation of Rights Regarding (a) Debtors’ Motion for (a) an Order Establishing Bidding Procedures and Granting Related Relief and (ii) an Order or Orders Approving the Sale of the Debtors’ Assets; and (b) Notice of Executory Contracts and Unexpired Leases that May Be Assumed and Assigned in Connection with the Sale of the Debtors’ Assets and the Proposed Cure Cost with Respect Thereto* (the “Oracle Objection”) [Docket No. 529] are expressly reserved. The Oracle Objection may be set for hearing on an expedited basis upon the request of Oracle and/or the Debtors.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Asset Purchase Agreement

EXHIBIT 11

(See attached Balance Sheet Rules and Inventory Amount Illustrative Example)

Balance Sheet Rules

Capitalized terms used but not defined in this Exhibit shall have the meanings given to them in the Agreement or if not defined in the Agreement, the meaning given to them under “GAAP”, which means generally accepted accounting principles in effect from time to time.

“Balance Sheet Rules” means GAAP, as applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements. For purposes of the Pre-Closing Statement, Post-Closing Statement, Estimated Inventory Amount, Closing Inventory Amount, and Final Inventory Amount, in the event of a difference between GAAP and past practice, all amounts shall be recorded in accordance with GAAP.

Notwithstanding the foregoing, the value of Inventory set forth on the Pre-Closing Statement and Estimated Inventory Amount may not be increased by way of a new account or change in accounting methodology as compared to past practice.

For purposes of determining Estimated Inventory Amount and Closing Inventory Amount, Inventory shall mean means the merchantable, quality inventory of the Business, (calculated in the same manner as the balances set forth in data-room file 1.1.1.2.46, including reserves), that is saleable in the ordinary course of business, recorded in accordance with GAAP (for avoidance of doubt, Inventory will include sufficient reserves for damaged, slow-moving, shrink, spoilage, and obsolete inventory, and will be adjusted for the results of inventory counts performed as required for closing)

Any purchase accounting adjustments required under ASC 805 (the former Statement of Financial Accounting Standards No. 141R, Business Combinations) that result from the transactions contemplated by the Asset Purchase Agreement will be excluded.

Inventory Amount Illustrative Example

Account description	Account number	08/31/2020 ¹
Inventory, net:		
Raw materials, net:		
Raw materials	A1010301A	9,457,939
Raw materials reserves	A1010301B	(1,333,242)
Raw materials, net		8,124,698
Work in process, net:		
Work in process	A1010302A	5,239,874
	A1010302C	
WIP reserves	A1010302B	(251,932)
Work in process, net		4,987,942
Finished goods, net:		
Finished goods	A1010303A	5,900,097
Finished goods reserves	A1010303B	(831,670)
Finished goods, net		5,068,427
Total Inventory (Net) ²		\$18,181,067
Inventory Amount Target		\$17,100,000

Sample Calculation

Sample Final Inventory Amount: \$18,181,067

Inventory Amount Target: \$17,100,000

Sample Inventory Amount Overage: \$1,081,067

Inventory Collar Amount: +/- \$2,000,000

Sample Purchase Price Adjustment: \$0 (Sample Inventory Amount Overage is less than or equal to the Inventory Collar Amount, resulting in no Sample Purchase Price Adjustment)

- 1) Based on dataroom file 1.1.1.2.56 (period end-date not specified – refers to 2020.AUG period).
- 2) For the avoidance of doubt, Estimated Inventory Amount and Closing Inventory Amount balances exclude impacts from unallocated Corporate amounts and should be calculated on a consistent basis with data-room files referenced in this exhibit.

Exhibit B

ASSET PURCHASE AGREEMENT

by and among

SIG SAUER, INC.

as Buyer

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.,
AS SET FORTH ON THE SIGNATURE PAGES HERETO

as Seller

Dated as of September 26, 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 PURCHASE AND SALE OF THE ACQUIRED ASSETS	2
Section 1.1 Transfer of Acquired Assets.....	2
Section 1.2 Excluded Assets	4
Section 1.3 Assumption of Liabilities.....	6
Section 1.4 Retention of Liabilities.....	7
Section 1.5 Assumed Contracts; Cure Amount	8
Section 1.6 Non-Assignment of Acquired Assets.....	9
Section 1.7 Further Conveyances and Assumptions	10
Section 1.8 Conflicts with Other Bidders	10
ARTICLE 2 CONSIDERATION	10
Section 2.1 Consideration	10
Section 2.2 Good Faith Deposit	10
Section 2.3 Purchase Price Adjustment	11
Section 2.4 Withholding	13
ARTICLE 3 CLOSING AND DELIVERIES	13
Section 3.1 Closing	13
Section 3.2 Seller's Deliveries	14
Section 3.3 Buyer's Deliveries.....	15
ARTICLE 4 REPRESENTATIONS AND WARRANTIES.....	16
Section 4.1 Representations and Warranties of Seller	16
Section 4.2 Representations and Warranties of Buyer.....	18
Section 4.3 Warranties Exclusive; Schedules	20
Section 4.4 Survival of Representations and Warranties	20
ARTICLE 5 COVENANTS OF THE PARTIES	21
Section 5.1 Covenants of Seller	21
Section 5.2 Covenants of Buyer.....	22
Section 5.3 HSR Act	23
Section 5.4 CFIUS.	23

ARTICLE 6	ADDITIONAL AGREEMENTS.....	24
Section 6.1	Bankruptcy Matters.....	24
Section 6.2	Transition Arrangements.....	25
Section 6.3	Further Assurances.....	26
ARTICLE 7	EMPLOYEES AND EMPLOYEE BENEFITS	26
Section 7.1	Transferred Employees	26
Section 7.2	Employment Tax Reporting.....	27
Section 7.3	Benefits	27
Section 7.4	WARN Act.....	27
Section 7.5	Third Party Beneficiary.....	27
ARTICLE 8	TAXES.....	28
Section 8.1	Taxes Related to Purchase of Assets.....	28
Section 8.2	Cooperation on Tax Matters	28
Section 8.3	Allocation of Purchase Price.....	29
ARTICLE 9	CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES	29
Section 9.1	Conditions Precedent to Performance by Seller.....	29
Section 9.2	Conditions Precedent to Performance by Buyer	30
ARTICLE 10	TERMINATION.....	31
Section 10.1	Conditions of Termination	31
Section 10.2	Effect of Termination; Remedies	33
ARTICLE 11	MISCELLANEOUS	34
Section 11.1	Successors and Assigns.....	34
Section 11.2	Governing Law; Jurisdiction.....	34
Section 11.3	WAIVER OF JURY TRIAL.....	34
Section 11.4	Expenses.....	35
Section 11.5	Broker’s and Finder’s Fees	35
Section 11.6	Severability	35
Section 11.7	Notices	35
Section 11.8	Amendments; Waivers.....	36
Section 11.9	Time of Essence	36
Section 11.10	Specific Performance	36
Section 11.11	Public Announcements	37
Section 11.12	Entire Agreement	37

Section 11.13 Parties in Interest.....	37
Section 11.14 Bulk Sales Laws.....	38
Section 11.15 Construction.....	38
Section 11.16 Counterparts and Facsimiles	38
ARTICLE 12 DEFINITIONS.....	38
Section 12.1 Certain Terms Defined.....	38
Section 12.2 All Terms Cross-Referenced.....	48

SCHEDULES

- Schedule 1.1(g) - Assumed Business Contracts
- Schedule 1.1(i) - Intellectual Property
- Schedule 1.2(r) - Excluded Assets
- Schedule 1.3(h) - Assumed Liabilities
- Schedule 1.4(o) - Excluded Liabilities
- Schedule 1.5(a) - Estimated Cure Amount
- Schedule 4.1(g) - Compliance with Law
- Schedule 4.1(h) - Contracts and Lease Defaults
- Schedule 4.1(i) - Material Permits
- Schedule 11.5 - Brokers and Finders
- Schedule 12.1(a) - Business Name
- Schedule 12.1(b) - Brand Names

EXHIBITS

- Exhibit 1 - Bidding Procedures Order
- Exhibit 2 - Good Faith Deposit Escrow Agreement
- Exhibit 3 - Proposed Sales Order
- Exhibit 4 – Form of Adjustment Escrow Agreement
- Exhibit 5 - Balance Sheet Rules

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 26, 2020 (the “Effective Date”), is entered into by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to this Agreement (collectively with ROC, “Seller”), and SIG Sauer, Inc., a Delaware corporation (“Buyer”), or a Buyer Acquisition Vehicle as assignee in accordance with Section 11.1. Capitalized terms used in this Agreement are defined or cross-referenced in Article 12.

RECITALS

A. Seller is engaged in the manufacturing, design and sale of ammunition, ammunition products and related components at the Arkansas Property (the “Business Products”) under the Remington brand and the other Brand Names (the “Business”), and owns various assets related to the Business. On July 27, 2020 (the “Petition Date”) Seller filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court”) and the case arising under such petition, the “Bankruptcy Case”).

B. On the Petition Date, Seller filed a Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Debtors’ Assets pursuant to which Seller sought, and the Bankruptcy Court approved, the Bidding Procedures Order attached hereto as Exhibit 1 (the “Bidding Procedures Order”).

C. Buyer desires to purchase the Acquired Assets free and clear of Liens, Claims and Interests (other than Permitted Liens), except for assumption of the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign and transfer to Buyer, the Acquired Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

D. Buyer, in exchange for the transfer to Buyer of the Acquired Assets, desires to provide certain consideration (as set forth below) to Seller.

E. Concurrently with the execution and delivery of this Agreement, in order to secure certain obligations of Buyer, each of ROC, Buyer and the Escrow Agent have entered into that certain Good Faith Deposit Escrow Agreement as further described herein.

F. The Acquired Assets and Assumed Liabilities are assets and liabilities of Seller, which are to be purchased and assumed by Buyer pursuant to an order of the Bankruptcy Court approving such sale pursuant to Sections 105, 363 and 365 of the Bankruptcy Code (the “Sale Order”), which order will include the authorization for the assumption by Seller and assignment to Buyer of certain executory contracts and unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with the applicable provisions of the Bankruptcy Code. The consummation of the transactions set forth in this Agreement is subject, among other things, to the entry of the Sale Order.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1
PURCHASE AND SALE OF THE ACQUIRED ASSETS

Section 1.1 Transfer of Acquired Assets. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to the Acquired Assets free and clear of all Liens, Claims and Interests (other than Permitted Liens and the Assumed Liabilities). For all purposes under this Agreement, the term "Acquired Assets" shall (i) not include any Excluded Assets, (ii) include the Business Name and the Brand Names and (iii) mean all of the other properties, assets, Interests and rights of Seller existing as of the Closing Date, of any kind or nature, real or personal, tangible or intangible, that in each case in this *clause (iii)* primarily relate to the ownership, operation and management of the Business, including, but not limited to the assets listed in Section 1.1(a) to (s) below.

(a) the Arkansas Property;

(b) all of Seller's owned (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and any other tangible property located at the Arkansas Property (including any consumables located thereon) or that is otherwise primarily used or primarily held for use in the ownership, operation or management of the Business (the "Owned FF&E"), and (ii) to the extent assignable, rights to any warranties and licenses received from manufacturers and sellers of the Owned FF&E;

(c) all of Seller's (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and any other tangible property located at the Arkansas Property or that is otherwise primarily used or primarily held for use in the ownership, operation or management of the Business that are in each case leased pursuant to any Contract (the "Assumed FF&E Leases" and the equipment, machinery, furniture, fixtures and improvements, tooling and spare parts so leased, the "Leased FF&E"), (ii) rights under the Assumed FF&E Leases, and (iii) to the extent assignable, rights to any warranties and licenses received from manufacturers and lessors of the Leased FF&E; in each case with respect to the foregoing subclauses (i) through (iii), solely as listed on Schedule 1.1(g);

(d) all of Seller's (i) owned cars, forklifts, trucks and other motor vehicles primarily used in connection with the Business at the Arkansas Property (the "Owned Motor Vehicles"), and (ii) rights to the warranties and licenses received from manufacturers and sellers of the Owned Motor Vehicles;

(e) all of Seller's (i) cars, trucks and other motor vehicles that are leased pursuant to any Contract and primarily used for the ownership, operation of management of the Business at the Arkansas Property (the "Assumed Motor Vehicle Leases" and the cars, trucks and

other motor vehicles so leased, the “Leased Motor Vehicles”), (ii) rights under the Assumed Motor Vehicle Leases, and (iii) rights to the warranties and licenses received from manufacturers and lessors of the Leased Motor Vehicles; in each case with respect to the foregoing subclauses (i) through (iii), solely as listed on Schedule 1.1(g);

(f) all rights in and claims to proceeds and recoveries from, policies of insurance (but not, for the avoidance of doubt, the Insurance Policies themselves) to the extent attributable to any of the Acquired Assets or Assumed Liabilities (the rights described in this Section 1.1(f) being collectively the “Assumed Policy Rights”);

(g) all Contracts set forth on Schedule 1.1(g) (collectively, the “Assumed Business Contracts” and, together with the Assumed FF&E Leases and the Assumed Motor Vehicle Leases, the “Assumed Contracts”);

(h) to the extent transferable under applicable Law, all Permits issued to Seller that are used in connection with the ownership, operation and/or management of the Business, and all pending applications therefor, including, without limitation, any of the foregoing listed on Schedule 4.1(i);

(i) all (i) common law and other unregistered rights in the Business Name and the Brand Names existing in connection with in connection with the ownership, operation and/or management of the Business, (ii) all registrations for any Business Name or other Brand Name that relate, in whole or in part, ammunition, ammunition products and related components, (iii) all other registered and unregistered Intellectual Property owned and primarily used by Seller in connection with the ownership, operation and/or management of the Business, including but not limited to the Intellectual Property listed on Schedule 1.1(i), and any and all corresponding rights that, now or hereafter, may be secured throughout the world, and (iv) to the extent transferable under applicable Law, Intellectual Property licensed to Seller in connection with the ownership, operation and/or management of the Business (all the aforementioned, together with all associated goodwill, the “Acquired Intellectual Property”);

(j) all documentation and data primarily about the Business Products and the operation of the Business in sufficient detail and content to enable the manufacture, production, commercialization, development and procurement of the Business Products (including, but not limited to, applicable Intellectual Property and related product specifications, enterprise resource planning data, and master data) in the manner in which such Business Products are currently or previously had been so manufactured, produced, commercialized, developed and procured, and to otherwise operate the Business as currently or previously had been so conducted, without reliance on the knowledge or memory of any individual, is in the possession and control of Seller;

(k) all sales orders or other commitments of Seller to purchasers of goods, services or products produced or sold by the Business (the “Customer Orders”);

(l) all outstanding purchase orders or other commitments of Seller to suppliers of goods and services for materials, supplies or other items exclusively used in connection with the ownership, operation and/or management of the Business (the “Purchase Orders”);

(m) all right, title and interest in and to all inventory, supplies and finished goods within the scope of the operations of the Business, or other ammunition, ammunition products and related component under the Remington brand and the other Brand Names owned by Seller, wherever located, including (i) on the Arkansas Property, (ii) on the North Carolina Property, (iii) on the Alabama Facility, (iv) on the New York Facility, (v) on Mississippi Facility, or (vi) (to the extent within the scope of the operations of the Business) in the possession of any third-party bailees (collectively, the “Inventory”);

(n) all (i) rights to refunds relating to, and prepaid expenses and deposits attributable to, any Purchase Orders, Customer Orders, Assumed Contracts and Inventory, and all rights under credit card merchant accounts, (ii) prepaid charges and deposits in respect of telephone, electricity, water and sewer and other utilities provided to the Arkansas Property, (iii) ordinary holdbacks (including ordinary credit card holdback payments or protection reserves) in connection with or relating to any Acquired Asset and (iv) other deposits, prepaid charges and expenses paid by Seller and other rights of Seller in connection with or primarily relating to any Acquired Asset;

(o) all goodwill and other intangible assets, including all goodwill associated with the Business, with the Acquired Intellectual Property, and with any of the other Acquired Assets;

(p) Claims held by Seller that relate to Acquired Assets;

(q) all other tangible or intangible assets of Seller primarily used in connection with the ownership, operation and/or management of the Business; and

(r) to the extent permitted by applicable Law (and other than all Documents of Seller held by Seller or Seller’s counsel related to the Retained Litigation), all Documents that are primarily used in or primarily held for use in, or that primarily relate to, the Acquired Assets, the Assumed Liabilities or the Business; provided, that Buyer shall provide (i) Seller with reasonable access at Seller’s sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same following the Closing to the extent reasonably necessary to permit Seller to wind-down and liquidate its estate after the Closing and (ii) any other buyer of ROC’s lines of business or assets pursuant to the auction contemplated by the Bidding Procedures Order (an “Other Buyer”) reasonable access at such Other Buyer’s sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the assets of ROC purchased by such Other Buyer; and provided, further, that as a condition to such access, Seller and each such Other Buyer shall each keep such information confidential in accordance with all contractual requirements and any applicable Laws (or in the case of any such Other Buyer, a confidentiality agreement reasonably acceptable to Buyer).

Section 1.2 Excluded Assets. Except as provided in Section 1.1, the Acquired Assets shall not include any right, title or interest of any Person other than Seller in any property or asset, or Seller’s right, title and interest in, to and under properties and assets not used in connection with the ownership, operation and/or to management of the Business, and shall specifically exclude the

following properties, Contracts, and other assets, interests and rights of Seller (all such items not being acquired by Buyer being referred to in this Agreement as the “Excluded Assets”):

(a) all rights of every nature and description (other than Assumed Policy Rights) under or arising out of all insurance policies of Seller (the “Insurance Policies”), including without limitation (i) with respect to Claims made prior to the Effective Date (ii) to the extent of coverage of any Excluded Liabilities, (iii) under those insurance policies covering any tort liabilities that are not Assumed Liabilities, (iv) under the D&O Insurance, and (iv) under those insurance policies covering liabilities and Claims against Seller and its affiliates relating to the Excluded Employee Liabilities;

(b) all Owned Real Property (including for the avoidance of doubt the North Carolina Property), other than the Arkansas Property;

(c) any asset that is not owned or leased by Seller or not used or held for use in connection with the ownership, operation and management of the Business;

(d) any minute books, stock ledgers, corporate seals and stock certificates of Seller, and other similar books and records that Seller is required by Law to retain and all Tax Returns, financial statements and corporate or other entity filings; provided that (i) Seller shall provide Buyer with reasonable access to the same following the Closing to the extent relating to the Acquired Assets and when reasonably requested by Buyer and (ii) Buyer shall be entitled upon reasonable request to be provided with copies of all such records, at its own expense, and provided, further, that Seller shall notify Buyer before disposing of any such records and upon Buyer’s reasonable request shall transfer them to Buyer;

(e) all (i) prepaid premiums in respect of all Insurance Policies, (ii) retainers, prepayments or on-account cash paid to Seller’s professionals and advisors, including any carve-out under any DIP Facility or cash collateral arrangements (whether retained in the Bankruptcy Case or otherwise), and (iii) other deposits, prepaid charges and expenses paid by Seller to the extent in connection with or relating to any Excluded Asset;

(f) all rights to or claims for refunds, overpayments or rebates of Pre-Closing Taxes, including any refunds, overpayments or rebates of Pre-Closing Taxes for any Straddle Period, other than, in any of the foregoing cases, any such refunds, overpayments or rebates that are attributable to Taxes actually paid by Buyer;

(g) all shares of capital stock (and any other equity interests or rights convertible into equity interests) issued by any Seller entity;

(h) all Documents exclusively relating to any Excluded Asset; provided, that Seller shall provide Buyer with reasonable access at Buyer’s sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(i) all Documents exclusively relating to any Employees who do not become Transferred Employees; provided that, to the extent permitted by applicable Law, Seller shall make

copies of such Documents available to Buyer if reasonably related to addressing or defending any such Employees' claims against Buyer;

(j) subject to Section 1.6, any asset that requires the consent of a third party to be transferred, assumed or assigned hereunder as to which, by the Closing Date (and after giving effect to the entry of the Sale Order and any other Order of the Bankruptcy Court eliminating any contractual right of third parties to withhold such consent), such consent to transfer, assumption or assignment has not been effected or excused (for clarity, all liabilities associated with each such asset are excluded from Assumed Liabilities pursuant to Section 1.4(a));

(k) all Employee Benefit Plans and all assets of, and Contracts exclusively relating to or associated with such plans;

(l) all Cash and all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing;

(m) any rights of Seller under this Agreement or any Ancillary Agreement to which Seller is a party, including without limitation any rights relating to the Purchase Price;

(n) copies of all Historic Firearms Books and Records of Seller; provided, that Seller shall provide Buyer with reasonable access at Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(o) all Documents of Seller held by Seller or Seller's counsel relating to (i) any litigation against Seller or (ii) the Excluded Employee Liabilities;

(p) the D&O Insurance, and all proceeds thereof;

(q) all rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses related to any Excluded Liability;

(r) any properties, Contracts, or other assets, interests and rights of Seller that (i) do not relate to the ownership, operation or management of the Business or (ii) are otherwise set forth on Schedule 1.2(r);

(s) all Avoidance Actions; and

(t) Claims held by Seller against any party that are covered by, relate to or are based upon any Insurance Policies (including the D&O Insurance).

Notwithstanding any provision to the contrary in this Section 1.2, "Excluded Assets" does not include the Business Name.

Section 1.3 Assumption of Liabilities. At the Closing, Buyer shall assume, and Buyer agrees to thereafter pay, perform and discharge when due, and indemnify, defend and hold

harmless Seller, its Affiliates and all of their respective Related Persons from and against, the following liabilities (all items in this Section 1.3 being, collectively, the “Assumed Liabilities”):

(a) Except as set forth in Section 1.5, all liabilities and unperformed and unfulfilled obligations of Seller under the terms of any Assumed Contract (including all premium finance arrangements of Seller for Assumed Contracts), and the Cure Amount in connection with the assignment of the Assumed Contracts to, and the assumption of the Assumed Contracts by, Buyer;

(b) all liabilities and obligations of Seller under the Customer Orders and the Purchase Orders (including liabilities in respect of customer deposits, security deposits and prepaid items), excluding any trade payables;

(c) all liabilities and obligations for Post-Closing Taxes (including those relating to any Straddle Period);

(d) all liabilities and obligations for Transaction Taxes;

(e) all Employee Liabilities relating to Transferred Employees (other than the Excluded Employee Liabilities);

(f) all liabilities and obligations (including under applicable Environmental Laws and other Laws) arising out of or relating to Buyer’s ownership or operation of the Business and the Acquired Assets after the Closing;

(g) all liabilities and obligations to indemnify and hold harmless any Transferred Employees; and

(h) all liabilities and obligations of Seller set forth on Schedule 1.3(h).

Section 1.4 Retention of Liabilities. Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain liabilities and obligations of Seller (all such liabilities and obligations not being assumed being herein referred to as the “Excluded Liabilities”). The Excluded Liabilities include, without limitation, the following liabilities and obligations (but in each case except as specifically assumed in Section 1.3):

(a) all liabilities and obligations under or relating to the Excluded Assets;

(b) all liabilities and obligations of Seller under or relating to the Priority Term Loan, the FILO Facility, the Exit Term Loan or the Intercompany Note;

(c) all liabilities and obligations relating to any Employee Benefit Plans (the “Excluded Employee Liabilities”);

(d) all liabilities and obligations for Pre-Closing Taxes;

(e) all liabilities and obligations of Seller arising under or incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements to which Seller is a party and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(f) all liabilities of, and Claims against, Seller arising from and in connection with grants of restricted common unit/share awards and stock options by Seller;

(g) any liabilities and obligations of Seller under this Agreement, or under any Ancillary Agreement to which Seller is a party;

(h) all State of Alabama Project Development Liabilities;

(i) all Liabilities to the State of Arkansas, including with respect to the Arkansas Grant Agreement;

(j) the Retained Litigation;

(k) all other liabilities and obligations arising out of or relating to Seller's ownership, operation or management of the Business and the Acquired Assets prior to the Closing (including trade payables);

(l) all liabilities and obligations under the CBA and the WARN Act;

(m) all liabilities and obligations under the Pension Plan;

(n) all City of Huntsville Project Development Liabilities; and

(o) all of Seller's other liabilities and obligations that are not Assumed Liabilities, including, without limitation, liabilities set forth on Schedule 1.4(o).

Section 1.5 Assumed Contracts; Cure Amount.

(a) At such time as is specified in the Sale Order, pursuant to Section 365 of the Bankruptcy Code, Seller shall assume and assign to Buyer and Buyer shall assume from Seller, the Assumed Contracts, Customer Orders and Purchase Orders. The amounts necessary, pursuant to Section 365 of the Bankruptcy Code, to cure any and all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults under any Assumed Contract, Customer Order or Purchase Order, in each case as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order and this Agreement (such aggregate amount, the "Cure Amount") shall be paid by Buyer. Schedule 1.5(a) contains Seller's estimate as of the Effective Date of the Cure Amount. Buyer may amend Schedule 1.1(g) in good faith to add or remove any executory contracts of Seller at any time prior to the date of Closing, consistent with the terms of the Bidding Procedures Order. Notwithstanding anything herein to the contrary, upon written notice to Seller, Buyer may amend any Schedule to this Agreement (including Schedule 1.1(g) and Schedule 1.2(r)) in good faith to remove and reject any executory contracts (and/or exclude any Purchase Order or Customer Order) of Seller at any time prior to the date of Closing.

For the avoidance of doubt and notwithstanding anything to the contrary in this Section 1.5(a), Seller shall have no liability under this Agreement in respect of any Cure Amounts, other than as set forth in this Section 1.5(a). Notwithstanding anything to the contrary (in this Agreement or otherwise), if Buyer chooses not to assume any executory contract, Purchase Order or Customer Order of Seller, then Buyer shall not be liable for or obligated to pay any Cure Amount with respect to such executory contract, Purchase Order or Customer Order.

(b) Seller shall timely serve the motion seeking entry of the Sale Order to all parties to Contracts and, subject to Section 1.6 and the performance of Buyer's obligations in Section 5.2, Seller shall use commercially reasonable efforts to cause the Assumed Contracts to be assumed by Seller and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code, and Seller shall comply with all requirements under Section 365 of the Bankruptcy Code necessary to assign and delegate to Buyer all of Seller's rights and obligations under the Assumed Contracts.

(c) Notwithstanding any provision in this Agreement to the contrary, if for any reason Buyer fails to pay the Cure Amount in respect of any Assumed Contract when due and payable pursuant to this Agreement, the Sale Order or any other Order of the Bankruptcy Court, (i) the other party may pay or otherwise satisfy such Cure Amount or any other liability or obligation under such Assumed Contract and shall be reimbursed by the party responsible to make such payment within five (5) Business Days of notice of such payment (ii) each party shall indemnify and hold harmless the other party in respect of such Cure Amount, liability or obligation as well as any expenses (including legal fees and expenses) incurred by the other in defending any claim for payment of the Cure Amount or any other liability or obligation arising under such Contract asserted by the counterparty thereto and (iii) Seller or Buyer may reject, and nothing in this Agreement shall prohibit Seller or Buyer from rejecting, such Contract.

Section 1.6 Non-Assignment of Acquired Assets. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any Acquired Asset if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Seller (each such action, a "Necessary Consent"), would constitute a breach thereof (after giving effect to any waiver by the applicable counterparty, or any elimination of such approval, authorization or consent requirement by operation of the Sale Order) or in any way adversely affect the rights or obligations of Buyer thereunder and such Necessary Consent is not obtained and (b) the Bankruptcy Court shall not have entered an Order providing that such Necessary Consent is not required because the transfer thereof shall be deemed by the Bankruptcy Court to be (x) effective and (y) not a breach thereof, notwithstanding the failure to obtain such Necessary Consent. In such event, Seller and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that Seller shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested (other than the applicable Cure Amount) or to initiate any litigation or legal proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if such Acquired Asset or an attempted assignment thereof would otherwise be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and at no out-of-pocket

expense to Seller or Buyer, under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Seller would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming Seller's obligations (to the extent otherwise constituting Assumed Liabilities hereunder), any and all rights of Seller thereunder.

Section 1.7 Further Conveyances and Assumptions.

(a) Seller shall deliver to Buyer at the Closing such Employee Records as is reasonably necessary for Buyer to transition the Transferred Employees into Buyer's records, as well as all other Documents included in the Acquired Assets.

(b) At the Closing, and from time to time thereafter, Seller and Buyer shall, and Seller and Buyer shall cause their respective Affiliates to, execute, acknowledge and deliver all such further actions, as may be reasonably necessary or appropriate to sell, transfer, convey, assign and deliver fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Seller and its successors and permitted assigns, the assumption of the liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective or evidence the transactions contemplated by this Agreement.

Section 1.8 Conflicts with Other Bidders. In the event of any conflict between this Agreement and any other bidder or bidders for Seller's assets relating to the Acquired Assets or the Assumed Liabilities as defined herein or in the applicable asset purchase agreement or agreements by and between Seller and such other bidder or bidders (an "Other APA"), Buyer shall cooperate in good faith with any such other bidder or bidders, whether before or after the Closing Date, to ensure that all assets or liabilities are appropriately apportioned between Buyer and such bidder or bidders in order to reflect the intent of Buyer and any such other bidder or bidders under this Agreement and each applicable Other APA.

ARTICLE 2
CONSIDERATION

Section 2.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets shall be:

- (a) an amount in cash equal to the Estimated Purchase Price (the Estimated Purchase Price as finally adjusted in accordance with Section 2.3, the "Purchase Price"); and
- (b) the assumption of the Assumed Liabilities.

Section 2.2 Good Faith Deposit.

(a) Buyer, ROC and the Escrow Agent have entered into that certain Escrow Agreement (the "Good Faith Deposit Escrow Agreement"), dated as of September 4, 2020, which is attached hereto as Exhibit 2. Buyer has deposited with the Escrow Agent an amount equal to Six

Million Five Hundred Thousand Dollars (US\$6,500,000) by wire transfer of immediately-available funds (the “Good Faith Deposit”) to an account specified by Escrow Agent (the “Good Faith Deposit Escrow Account”), which Good Faith Deposit shall be held, safeguarded and released pursuant to the terms of this Agreement, the Good Faith Deposit Escrow Agreement and the Bidding Procedures Orders. The Good Faith Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of either of Seller or Buyer. Upon the Closing, the Good Faith Deposit shall be an Excluded Asset and shall not be subject to any restrictions under this Agreement.

(b) The Good Faith Deposit shall be released from the Good Faith Deposit Escrow Account by the Escrow Agent and delivered to either Buyer or Seller, in accordance with the provisions of this Agreement, the Good Faith Deposit Escrow Agreement and the Bidding Procedures Orders as follows (and Buyer and ROC shall deliver joint written instructions to the Escrow Agent, within three (3) Business Days, to effect such distributions as and when required hereunder):

(i) if the Closing occurs, the Good Faith Deposit shall be released from the Good Faith Deposit Escrow Account to Seller and applied towards the amount payable by Buyer pursuant to Section 2.1(a);

(ii) if this Agreement has been terminated by Seller pursuant to Section 10.2(c), then the Good Faith Deposit shall be released by the Good Faith Deposit Escrow Account to Seller; or

(iii) if this Agreement has been terminated by any party, other than as contemplated by Section 2.2(b)(ii), then the Good Faith Deposit shall be released from the Good Faith Deposit Escrow Account to Buyer.

Section 2.3 Purchase Price Adjustment.

(a) At least five (5) Business Days prior to the Closing Date, ROC shall deliver to Buyer a reasonably detailed statement (the “Pre-Closing Statement”) setting forth ROC’s good faith calculation of (i) the Estimated Inventory Amount, as well as the resulting Estimated Inventory Amount Excess (if any) or Estimated Inventory Amount Shortfall (if any), as the case may be, and (ii) the Estimated Purchase Price. Following the delivery of the Pre-Closing Statement, ROC shall provide Buyer and its Representatives with reasonable access to work papers and other books and records for purposes of assisting Buyer in its review. Prior to the Closing, ROC shall consider in good faith any revisions to the Pre-Closing Statement raised by Buyer in connection with its review of the Pre-Closing Statement (which shall be modified to include any such revisions accepted by ROC in good faith). In connection with the preparation of the Pre-Closing Statement, within seven (7) days prior to the Closing, if requested by Buyer, ROC shall conduct a physical count of the Inventory, which Buyer and its Representatives may observe.

(b) No later than thirty (30) days after the Closing Date, Buyer shall deliver to ROC a reasonably detailed statement (the “Post-Closing Statement”) setting forth Buyer’s good faith calculation of (i) the Closing Inventory Amount, as well as the resulting Closing Inventory

Amount Excess (if any) or Closing Inventory Amount Shortfall (if any), as the case may be, and any resulting adjustments to the Estimated Purchase Price.

(c) After receipt of the Post-Closing Statement, ROC shall have ten (10) days (the “Review Period”) to review the Post-Closing Statement. During the Review Period, ROC and its accountants, to the extent reasonably necessary for their review of the Post-Closing Statement, shall have reasonable access to the books and records of the Business, the personnel of, and work papers prepared by, Buyer and/or Buyer’s accountants; provided, that such access shall be subject to then-applicable COVID Restrictions and shall be done in a manner that does not interfere with the normal business operations of Buyer or the Business. The Post-Closing Statement shall become final and binding upon the parties hereto following the expiration of the Review Period unless ROC delivers written notice of its disagreement with the Post-Closing Statement (a “Notice of Disagreement”) to Buyer prior to such date. Any Notice of Disagreement shall specify in reasonable detail ROC’s objections to the Post-Closing Statement, indicating each disputed item or amount and the basis for ROC’s disagreement therewith. If a Notice of Disagreement is received by Buyer prior to the expiration of the Review Period, then during the ten (10) day period (the “Resolution Period”) following the delivery of a Notice of Disagreement, ROC and Buyer shall negotiate in good faith to resolve in writing any differences that they may have with respect to the matters specified in such Notice of Disagreement. If such differences are so resolved within the Resolution Period, the revised Post-Closing Statement, with such changes as may have been previously agreed in writing by Buyer and ROC shall be final and binding. If, at the end of the Resolution Period, ROC and Buyer have not resolved in writing the matters specified in the Notice of Disagreement, ROC and Buyer shall submit any amounts remaining in dispute to the Accounting Firm, who, acting as experts and not arbitrators, shall resolve such disputed amounts only and make any adjustments to the Post-Closing Statement. Buyer and ROC agree that all adjustments shall be made without regard to materiality. The Accounting Firm shall render a written decision resolving the matters submitted to the Accounting Firm as soon as practicable, and in any event within ten (10) days of the receipt of such submission (or such other time as Buyer and ROC shall agree in writing). The scope of the disputes to be resolved by the Accounting Firm shall be limited to fixing mathematical errors and determining whether the items in dispute were determined in accordance with the Balance Sheet Rules and the terms of this Agreement, and no other matters. The Accounting Firm’s decision shall be (w) limited to the specific items under dispute by the parties made strictly in accordance with the Balance Sheet Rules and the terms of this Agreement and (y) final and binding on all of the parties hereto, absent manifest error. The Accounting Firm may not assign a value greater than the greatest value for such item claimed by either party or smaller than the smallest value for such item claimed by either party. The fees and expenses of the Accounting Firm incurred pursuant to this Section 2.3(c) shall be borne pro rata as between ROC, on the one hand, and Buyer, on the other hand, in proportion to the final allocation made by such Accounting Firm of the disputed items weighted in relation to the claims made by ROC and Buyer, such that the prevailing party pays the lesser proportion of such fees, costs and expenses.

(d) Within three (3) Business Days after the final determination of the final Inventory Amount, and the resulting Purchase Price, the following payments shall be made, as applicable:

(i) If the Purchase Price is *greater than* the Estimated Purchase Price calculated at the Closing (such excess, the “Adjustment Surplus Amount”), then:

(A) Buyer shall pay (or caused to be paid) to ROC (on behalf of itself and, if and to the extent applicable, Seller), by wire transfer of immediately available funds to a bank account designated in writing by ROC, the Adjustment Surplus Amount; and

(B) Buyer and ROC shall execute and deliver a joint written instruction to the Escrow Agent directing the Escrow Agent to release the Adjustment Escrow Amount, to ROC (on behalf of itself and, if and to the extent applicable, Seller).

(ii) If the Purchase Price *is less* than the Estimated Purchase Price calculated at the Closing (such amount, expressed as a positive number, the “Adjustment Deficit Amount”), then Buyer and ROC shall execute and deliver a joint written instruction to the Escrow Agent directing the Escrow Agent to release from the Adjustment Escrow Account and pay to Buyer an amount equal to such Adjustment Deficit Amount, and in the event that such Adjustment Deficit Amount:

(A) *is greater than* the Adjustment Escrow Amount, then ROC shall pay, or cause to be paid, to Buyer, by wire transfer of immediately available funds to a bank account designated in writing by Buyer, an amount equal to the remaining portion of such Adjustment Deficit Amount to Buyer; or

(B) *is less than* the Adjustment Escrow Amount, Buyer and ROC shall execute and deliver a joint written instruction to the Escrow Agent directing the Escrow Agent to release from the Adjustment Escrow Account any remaining amounts in the Adjustment Escrow Account (after payment of such Adjustment Deficit Amount from the Adjustment Escrow Account to Buyer), to ROC (on behalf of itself and, if and to the extent applicable, Seller).

Any payments made pursuant to this Section 2.3 shall be treated by the parties hereto as an adjustment to the Purchase Price for Tax purposes and shall be reported as such by the parties hereto on their Tax Returns, in each case to the greatest extent permitted by applicable Law.

Section 2.4 Withholding. Buyer and its applicable Affiliates may deduct and withhold from any consideration otherwise payable pursuant to this Agreement any amounts required to be deducted and withheld under applicable Law. To the extent that such amounts are deducted and withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person with respect to which such deduction and withholding was made.

ARTICLE 3 CLOSING AND DELIVERIES

Section 3.1 Closing. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place

remotely by the electronic exchange of documents and signatures, or such other place as may be agreed upon, at 7:00 a.m., local Central Time, on the third (3rd) Business Day following the satisfaction or, to the extent permitted by this Agreement, waiver of each of the conditions set forth in Article 9 of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction, or waiver to the extent permitted by this Agreement, of such conditions), or such other date as may be agreed to by Seller and Buyer, which date shall not be earlier than the first day following the entry of the Sale Order by the Bankruptcy Court (the “Closing Date”). The Closing shall be deemed effective for all purposes as of 12:01 a.m. Central Time on the Closing Date (the “Calculation Time”).

Section 3.2 Seller’s Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) a joint payment instruction letter, duly executed by Seller and ROC, directing the Escrow Agent to immediately release the Good Faith Deposit from the Good Faith Deposit Escrow Account to ROC;

(b) all of the Acquired Assets, together with one or more duly executed bills of sale, endorsed certificates of title and other evidence of transfer of motor vehicles and instruments of conveyance appropriate for the applicable Acquired Assets, each as reasonably requested by Buyer and otherwise in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller; provided that Seller’s conveyance of deliverables relating to the Arkansas Property shall be governed by Section 3.2(g);

(c) one or more duly executed assignment and assumption agreements for the Assumed Contracts and the Assumed Liabilities, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an “Assignment and Assumption Agreement”);

(d) duly executed, and notarized where indicated, assignments of (i) the patents, registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in forms suitable for recording in the U.S. Patent and Trademark Office and equivalent offices in jurisdictions outside the United States and (ii) general assignments of all other Acquired Intellectual Property, in each case in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an “Acquired Intellectual Property Assignment”);

(e) the officer’s certificate required to be delivered pursuant to Section 9.2(a) and Section 9.2(b);

(f) one or more affidavits executed by Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that Seller is not a foreign person within the meaning of Section 1445(f)(3) and Section 1446 of the Code;

(g) quitclaim deeds, or their equivalent in the applicable state, for the Arkansas Property, executed by Seller;

(h) a duly executed Limited Power of Attorney to enable Buyer to execute on Seller's behalf any further documents necessary to record the assignment to Buyer of Acquired Intellectual Property;

(i) the Adjustment Escrow Agreement, duly executed by ROC; and

(j) such other documents, instruments and certificates as Buyer may reasonably request to effect the transactions contemplated by this Agreement and each Ancillary Agreement.

Section 3.3 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered:

(a) the following payments:

(i) to Seller, cash in an amount equal to the Estimated Purchase Price minus (A) the Good Faith Deposit and (B) the Adjustment Escrow Account, by wire transfer of immediately available funds to the account or accounts of Seller identified by Seller in writing reasonably in advance of the Closing;

(ii) to the Escrow Agent, the Adjustment Escrow Amount, by wire transfer of immediately available funds in accordance with the terms of the Adjustment Escrow Agreement;

(b) to Seller, a joint payment instruction letter, duly executed by Buyer, directing the Escrow Agent to immediately release the Good Faith Deposit from the Good Faith Deposit Escrow Account to ROC;

(c) to Seller, one or more duly executed Assignment and Assumption Agreements;

(d) to Seller, the officer's certificate required to be delivered pursuant to Section 9.1(a) and Section 9.1(b);

(e) to Huntsman Holdings, LLC, one or more agreements in form and substance reasonably satisfactory to Buyer and Huntsman Holdings, LLC as may be mutually agreed by Buyer and Huntsman Holdings, LLC prior to the Closing, licensing to Huntsman Holdings, LLC the use of all trademarks and service marks included in the Acquired Intellectual Property that are currently used by Seller outside of the Business for use in fields of use other than the Business related to the Excluded Assets of ROC purchased by Huntsman Holdings, LLC (such agreement or agreements being collectively, the "IP Back-License");

(f) to Seller, the Adjustment Escrow Agreement, duly executed by Buyer; and

(g) such other documents, instruments and certificates as Seller may reasonably request to transfer, assign and delegate the Assumed Liabilities to Buyer in accordance with the terms and conditions hereof.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Corporate Organization. Each entity comprising Seller is duly formed or incorporated and validly existing and in good standing under the laws of its respective state of domicile. Subject to any necessary authority from the Bankruptcy Court, each entity comprising Seller has the requisite corporate or limited liability company power and authority to conduct the Business as now being conducted and to carry out its obligations under this Agreement.

(b) Qualification to do Business. Each entity comprising Seller is duly qualified to do business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Each entity comprising Seller has the corporate or limited liability company power and authority necessary to enter into this Agreement and each Ancillary Agreement to which Seller is a party and, subject to (i) the Bankruptcy Court's entry of the Sale Order, (ii) the termination or expiration of the waiting period under the HSR Act (if applicable) and (iii) the satisfaction of the CFIUS Condition (if applicable), to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement has been duly authorized, and at or before Closing the execution and delivery of the Ancillary Agreements to which Seller is a party will be duly authorized, by all necessary corporate or limited liability company action by the boards of directors or managers of Seller, and no other corporate or limited liability company proceedings are necessary for the performance by Seller of its obligations under this Agreement or the consummation by Seller of the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by Seller, and at Closing the Ancillary Agreement to which Seller is a party will be duly and validly executed and delivered by Seller, and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Buyer, the Agreement is, and each of the Ancillary Agreements to which Seller is a party will be at Closing, a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(d) No Conflict or Violation. Neither the execution and delivery by Seller of this Agreement or any of the Ancillary Agreements to which Seller is a party, nor (subject to (i) the Bankruptcy Court's entry of the Sale Order, (ii) the termination or expiration of the waiting period under the HSR Act (if applicable) and (iii) the satisfaction of the CFIUS Condition (if applicable)) the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements to which Seller is a party, nor compliance by Seller with any of the provisions hereof or thereof, will (x) conflict with or result in any breach of any provision of the respective certificates of incorporation or formation of Seller or the respective by-laws or operating agreements of Seller, (y) violate any provision of law, regulation, rule or other legal requirement of any Government ("Law") or any order, judgment or decree of any court or Government ("Order") applicable to Seller or any of its properties or assets, or (z) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both)

a default (or give rise to any right, including but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any contract, indenture, note, bond, lease, license or other agreement to which Seller is a party or by which it is bound or to which any of its properties or assets is subject, except, in either of the foregoing cases (x), (y) and (z), for any conflict or violation as would not reasonably be expected to cause a Material Adverse Effect.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Seller is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Seller after the Closing in order for Buyer to own or operate any of the Acquired Assets; (ii) as required pursuant to the HSR Act, if applicable; (iii) the entry of the Sale Order by the Bankruptcy Court; (iv) as required by CFIUS, if applicable, or (v) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Title and Ownership. Seller has good title to, or right by license, lease or other agreement to use, the Acquired Assets. Subject to the entry of the Sale Order, at the Closing, Seller will have the right to transfer the Acquired Assets to Buyer free and clear of all Liens, other than Liens included in the Assumed Liabilities and Permitted Liens.

(g) Compliance with Law. Except as set forth on Schedule 4.1(g), (i) Seller has operated the Business in material compliance with all applicable Laws, and (ii) except as may result from the Bankruptcy Case, Seller has not received written notice of any violation of any applicable Laws, nor is Seller in default with respect to any Order applicable to the Acquired Assets.

(h) Contracts. As of the Effective Date, other than as set forth on Schedule 4.1(h) or in motions or other pleadings or similar items filed with the Bankruptcy Court, neither Seller nor, to Seller's Knowledge, any other party to any of the Assumed Contracts has commenced any action against any of the parties to such Assumed Contracts or given or received any written notice of any material default or violation under any Assumed Contract that was not withdrawn or dismissed, except only for those defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Assumed Contracts). Assuming due authorization, execution, delivery and performance by the other parties thereto, each of the Assumed Contracts is, or will be at the Closing, valid, binding and in full force and effect against Seller, except as otherwise set forth on Schedule 4.1(h).

(i) Permits. Schedule 4.1(i) sets forth a complete and correct list of all material Permits currently held by Seller in connection with the Business ("Material Permits"), and all Material Permits at the current locations of the Business are, except as would not cause a Material Adverse Effect, in full force and effect.

(j) Intellectual Property. Schedule 1.1(i) sets forth a complete and correct list of all registrations and applications of the trademarks, patents and domain names owned and primarily used by Seller in connection with the Business.

(k) Business Name. Schedule 12.1(a) sets forth a complete and correct list of all trademarks and service marks comprising the Business Name.

(l) Brand Names. Schedule 12.1(b) sets forth a complete and correct list of all trademarks and service marks for the Brand Names.

(m) Seller Not a Foreign Person. Seller is not a “foreign person” within the meaning of Section 1445 or 1446 of the Code.

Section 4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Corporate Organization. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation. Buyer has the requisite limited liability company power and authority to own its properties and assets and to conduct its business as now conducted and to carry out its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(b) Qualification to do Business. Buyer is duly qualified to do business as an entity and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Buyer has the requisite corporate power and authority necessary to enter into this Agreement, and at Closing will have the requisite corporate power and authority necessary to enter into each of the Ancillary Agreements to which Buyer is a party, and to carry out its obligations hereunder and thereunder, subject to (i) the Bankruptcy Court’s entry of the Sale Order, (ii) the termination or expiration of the waiting period under the HSR Act (if applicable) and (iii) the satisfaction of the CFIUS Condition (if applicable), to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and those Ancillary Agreements to which Buyer is a party have been duly authorized by all necessary corporate action by the board of directors (or equivalent), and no other corporate proceedings are necessary for the performance by Buyer of its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party, or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Buyer, and at Closing each Ancillary Agreement will be duly and validly executed and delivered by Buyer, and, subject to the Bankruptcy Court’s entry of the Sale Order and assuming due authorization, execution and delivery by Seller, the Agreement is, and each of the Ancillary Agreements will be at Closing, a valid and binding obligation of Buyer enforceable against it in accordance with its terms.

(d) No Conflict or Violation. Neither the execution and delivery by Buyer of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor (subject to (x) the Bankruptcy Court’s entry of the Sale Order, (y) the termination or expiration of the waiting period under the HSR Act (if applicable) and (z) the satisfaction of the CFIUS Condition (if

applicable)) the consummation of the transactions contemplated hereby or thereby, nor compliance by Buyer with any of the provisions hereof or thereof, will (i) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws (or equivalent documents) of Buyer, (ii) violate any provision of Law, or any Order applicable to Buyer or any of its properties or assets, or (iii) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any contract, indenture, note, bond, lease, license or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject, except as would not materially and adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement or any of the Ancillary Agreements.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (ii) as required pursuant to the HSR Act, if applicable; (iii) for entry of the Sale Order by the Bankruptcy Court; (vi) as required by CFIUS, if applicable, or (iv) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Adequate Assurances Regarding Assumed Contracts. Buyer is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

(g) Financial Capability. Buyer and any Buyer Acquisition Vehicle currently has or at Closing will have available funds necessary to consummate the transactions contemplated by this Agreement, including the acquisition of the Acquired Assets and assumption of the Assumed Liabilities, and the payment therefor (i) to Seller of the Purchase Price and (ii) of any Cure Amount, and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer is a party on the terms and subject to the conditions contemplated hereby and thereby.

(h) Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Business, the Acquired Assets and the Assumed Liabilities, operations, technology, assets, liabilities, financial condition and prospects of the Business as formerly carried on by Seller and acknowledges that Seller has provided Buyer with reasonable access to the personnel, properties, premises and records of the Business for this purpose. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Bankruptcy Case. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis, and Buyer (i) acknowledges that neither Seller nor any of its Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Section 4.1 (which are subject to the limitations and restrictions contained in this Agreement); and (ii) agrees, to the fullest extent permitted by Law,

that none of Seller, its Affiliates or any of their respective Related Persons shall have any liability or responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including, without limitation, in contract or tort, under federal or state securities Laws or otherwise, but excluding misrepresentation or concealment arising from actual fraud of Seller) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including, without limitation, in respect of the specific representations and warranties of Seller set forth in this Agreement, except, with regard to Seller, for the representations and warranties contained in Section 4.1 and, with respect to such representations and warranties, subject to the limitations and restrictions contained in this Agreement.

Section 4.3 Warranties Exclusive; Schedules.

(a) The representations and warranties contained in Article 4 are the only representations or warranties given by the parties to this Agreement and all other express or implied warranties are disclaimed. Without limiting the foregoing, the Acquired Assets are otherwise conveyed “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and all warranties of merchantability or fitness for a particular purpose are disclaimed. WITHOUT LIMITING THE FOREGOING, SELLER AND SELLER’S AFFILIATES AND THEIR RESPECTIVE RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (A) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (B) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES, (C) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR RELATED PERSONS OR (D) THE CONDITION OF THE ACQUIRED ASSETS, INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR OTHER LAWS. SELLER AND SELLER’S AFFILIATES AND RELATED PERSONS HAVE MADE NO REPRESENTATIONS OR WARRANTIES IN ANY OTHER AGREEMENT.

(b) The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgement that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

(c) Notwithstanding anything to the contrary in this Agreement, nothing in this Section 4.3 or elsewhere in this Agreement, express or implied, shall limit a party’s right to bring an action, suit or proceeding against the other party or any other Person for fraud by such Person in connection with the making of any representation and warranty or covenant in this Agreement or any breach thereof.

Section 4.4 Survival of Representations and Warranties. None of the representations or warranties of Buyer or Seller set forth in this Agreement or any Ancillary Agreement to which Buyer or Seller is a party or in any certificate delivered pursuant to Section 9.1(a), Section 9.1(b), Section 9.2(a) or Section 9.2(b) shall survive the Closing (and, for the avoidance of doubt, all covenants set forth in this Agreement or any Ancillary Agreement to which Buyer or Seller is a party shall survive in accordance with their respective terms).

ARTICLE 5
COVENANTS OF THE PARTIES

Section 5.1 Covenants of Seller. Seller covenants as follows:

(a) Commercially Reasonable Efforts. Between the Effective Date and the Closing Date, Seller shall use all commercially reasonable efforts to (i) obtain all necessary consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement and the Ancillary Agreements to which Seller is a party, (ii) take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) maintain the Acquired Assets substantially in accordance with Seller's current practices and procedures (as adjusted for the effects of any COVID Restrictions).

(b) Access to Properties and Documents; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access (subject to any COVID Restrictions) during normal business hours throughout the period from the Effective Date until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10) to all Documents of Seller relating to the Acquired Assets and the Assumed Liabilities. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access, taking into account any COVID Restrictions and Seller's resources and other commitments, during normal business hours, to all Acquired Assets, and to Seller's executive officers, accountants, counsel, employees and other representatives, throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 10). The rights of access contained in this Section 5.1(b) are granted subject to, and on, the following terms and conditions: (i) any such investigation shall include the right to physical testing or sampling in a reasonable manner; (ii) all information provided to Buyer or its agents or representatives by or on behalf of Seller or its agents or representatives (whether pursuant to this Section 5.1(b) or otherwise) will be governed and protected by the Mutual Non-Disclosure Agreement, dated as of August 24, 2020 by and between Buyer and Remington Arms Company, LLC (the "Confidentiality Agreement"); and (iii) such rights of access shall not affect or modify the conditions set forth in Article 9 in any way.

(c) Operation of the Business. Except (i) as otherwise contemplated or permitted by this Agreement or the Ancillary Agreements, (ii) with the prior consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or (iii) in connection with any Order relating to the Bankruptcy Case, between the Effective Date and the Closing Date, Seller shall (A) use its commercially reasonable efforts to operate the Business in all material respects in the ordinary course consistent with current practices (after taking into account Seller's status as a debtor-in- possession and any COVID Restrictions), (B) not enter into, materially amend or terminate any Assumed Contract outside of the ordinary course of business where such amendment or termination would have a material and adverse effect on the value of the Acquired Assets taken as a whole, (C) not remove from the Arkansas Property any Owned FF&E, other than Inventory; and (D) notify Buyer of any notices relating to or proposed changes affecting Seller's insurance policies covering any of the Acquired Assets. Notwithstanding the foregoing, nothing in this Agreement shall restrict Seller from rejecting any Contract that is not an Assumed Contract.

(d) In the event the CFIUS Condition becomes a condition of Closing as described in Section 5.4(a), then Seller shall not be obligated to comply with Section 5.1(a)(i) and (iii) or Section 5.1(c). Notwithstanding anything herein to the contrary, Seller shall use its commercially reasonable efforts to safeguard and maintain the Acquired Assets in accordance with commercially reasonable practices and procedures.

Section 5.2 Covenants of Buyer. Buyer covenants as follows:

(a) Commercially Reasonable Efforts. Buyer shall use all commercially reasonable efforts to (except with Seller's prior written consent, in Seller's sole discretion) (i) obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Adequate Assurances Regarding Assumed Contracts. With respect to each Assumed Contract, Buyer shall provide adequate assurance of the future performance of such Assumed Contract by Buyer. Buyer agrees that it will promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including, without limitation, furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer's employees and representatives available to testify before the Bankruptcy Court.

(c) Cure of Defaults. Buyer shall, without any adjustment to the Purchase Price, as of the Closing or, in respect of any Assumed Contract for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing, then immediately following the entry of such Order, cure any and all defaults under the Assumed Contracts, including paying the applicable Cure Amount, which defaults are required to be cured under the Bankruptcy Code, so that such Assumed Contracts may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(d) Performance under Assumed Contracts. Buyer shall (i) from and after the Closing Date, assume all obligations and liabilities of Seller under the Assumed Contracts, (ii) from and after the Closing Date, take all actions necessary to satisfy its obligations and liabilities under the terms and conditions of each of the Assumed Contracts, and (iii) indemnify, defend and hold harmless Seller, Seller's Affiliates, and all of their respective Related Persons from and against any damages, losses, costs, expenses and other liabilities arising out of a breach of this Section 5.2(d) or any of Buyer's other covenants contained in this Agreement or any Ancillary Agreements to which Buyer is a party.

(e) Indemnification for Use of Real Property. Buyer shall indemnify, defend and hold harmless (i) Seller, and (ii) Seller's Affiliates and Related Persons from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by such Persons in connection with (A) Buyer's or Buyer's agents' or representatives' entry upon the Arkansas Property in connection with their exercise of the right of access pursuant to Section

5.1(b), and (B) any and all other activities undertaken by Buyer or Buyer's agents or representatives with respect to the Arkansas Property.

(f) Released Claims. Effective as of the Closing Date, Buyer, on behalf of itself and its Affiliates and each of their respective employees, directors, officers, shareholders, and advisors, hereby covenants and agrees that it shall not (i) assert any Claims that constitute Acquired Assets to the extent such Claims have been, or are at any time thereafter, released by or on behalf of Seller or any other Person pursuant to the Plan, an Order of the Bankruptcy Court, or otherwise or (ii) pursue, prosecute or assert any rights related to any Claims against employees, officers, directors, counsel and other advisors of Seller, including by way of offset or recoupment.

Section 5.3 HSR Act.

(a) Subject to the terms and conditions of this Agreement, each of the parties will (i) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Antitrust Laws to consummate the transactions contemplated by this Agreement, (ii) if the transactions contemplated hereby require a Notification and Report Form pursuant to the HSR Act, use commercially reasonable efforts to file such Notification and Report Form with respect to the transactions contemplated by this Agreement within ten (10) Business Days following the Effective Date, supplying as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act and (iii) use commercially reasonable efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as practicable.

(b) In connection with the efforts referenced in Section 5.3(a) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under the HSR Act or any other Antitrust Law, each of the parties shall use commercially reasonable efforts to (i) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other parties informed in all material respects of any material communication received by such party from, or given by such party to, the Federal Trade Commission (the "FTC"), the Antitrust Division of the Department of Justice (the "DOJ") or any other Government authority and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated by this Agreement and (iii) permit the other parties to review any material communication given to it by, and consult with each other in advance of any meeting or conference with, the FTC, the DOJ or any other Government authority in connection with any proceeding by a private party. The foregoing obligations in this Section 5.3(b) shall be subject to the Confidentiality Agreement with respect to the confidential information of Buyer and Seller, and any attorney-client, work product or other privilege, and each of the parties to this Agreement will coordinate and cooperate fully with the other parties to this Agreement in exchanging such information and providing such assistance as such other parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods under the HSR Act. Any competitively sensitive information that is disclosed pursuant to this Section 5.3(b) will be limited to each party's respective counsel and economists pursuant to a separate customary confidentiality agreement.

Section 5.4 CFIUS.

(a) If CFIUS issues an order suspending, prohibiting, or otherwise enjoining the Closing of the transactions contemplated by this Agreement, then the CFIUS Condition will immediately become a condition of Closing under Section 9.2. If the parties hereto, or either Buyer or Seller individually, are requested by CFIUS to submit a formal filing under the DPA with respect to the transactions contemplated by this Agreement, the parties hereto agree that they shall each use their reasonable best efforts to submit jointly to CFIUS a filing in accordance with the DPA as promptly as practicable following the request from CFIUS (provided such filing is complete in all material respects and the parties hereto have not, in good faith, determined that a delay in submitting the filing would be in the best interests of the parties in obtaining CFIUS clearance). In the event that CFIUS proposes any mitigation requirements, each of the Buyer and Seller shall use their reasonable best efforts to formulate an agreement with CFIUS and Buyer shall accept any mitigation requirements that do not, individually or in the aggregate, have a material adverse effect on the Business.

(b) The “CFIUS Condition” will be deemed to have been satisfied if: (a) the parties hereto receive written notice from CFIUS stating that (i) CFIUS has concluded that the transactions contemplated by this Agreement are not subject to the DPA; or (ii) CFIUS has concluded all action under the DPA with respect to the transactions contemplated by this Agreement and CFIUS has determined that there are no unresolved national security concerns with respect to the transactions contemplated by this Agreement; or (b) if CFIUS has sent a report to the President of the United States requesting the President’s decision with respect to the transactions contemplated by this Agreement, either (i) the President has announced a decision not to take any action to suspend, prohibit or place any limitations on the transactions contemplated by this Agreement, or (ii) the President shall have taken no action within 15 days after receiving the report from CFIUS; or (c) on the basis of a CFIUS declaration, the parties shall have received written notification from CFIUS to the effect that (i) CFIUS has concluded all actions under the DPA with respect to the transactions contemplated by this Agreement and determined there are no unresolved national security concerns regarding the same, or (ii) CFIUS is not able to conclude action under the DPA with respect to the transactions contemplated by this Agreement, but CFIUS has not requested that the parties submit a Joint Voluntary Notice in connection with the transactions contemplated by this Agreement, and has not initiated a unilateral CFIUS review of the transactions contemplated by this Agreement.

ARTICLE 6 ADDITIONAL AGREEMENTS

Section 6.1 Bankruptcy Matters.

(a) Backup Bidder. In the event that Buyer is designated as the “Backup Bidder” in accordance with and as defined in the Bidding Procedures Order, Buyer agrees that it will keep the Backup Bid (as defined in the Bidding Procedures Order) open and irrevocable until the earlier of 5:00 p.m. (prevailing Central Time) on the date that is sixty (60) days after the date of entry of the Bankruptcy Court’s Order approving the Alternative Transaction and the closing date of the Alternative Transaction. Notwithstanding anything to the contrary in this Agreement, Seller may also identify and enter into agreements respecting (x) a “back-up” bid relating to an Alternative Transaction, and/or (y) a liquidation sale of all or a portion of the Inventory and the

other assets of Seller, in either case to become effective in the event Buyer does not perform in accordance with the terms of this Agreement.

(b) Notice to Holders of Liens, Claims and Interests. Seller has provided notice of the Sale Order to all holders of Liens, Claims and Interests in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and any other applicable Order of the Bankruptcy Court.

(c) Entry of Sale Order. Seller has filed with the Bankruptcy Court one or more motions which, collectively, seek the entry of the Sale Order. The Sale Order provides that, without limitation and notwithstanding anything to the contrary in this Agreement (including any Assumed Contract), Buyer is not liable for, and is taking the Acquired Assets free of, any Excluded Liability. Seller and Buyer shall use reasonable best efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement. In the event that any Orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Seller and Buyer will cooperate in determining and pursuing the response to any such appeal, petition or motion and Seller and Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion. For purposes of this Section 6.1(c) only, commercially reasonable efforts shall without limitation require each party to this Agreement to pay its costs and expenses reasonably required in connection with preparing and seeking entry of the Sale Order by the Bankruptcy Court and resolution of any appeal therefrom.

Section 6.2 Transition Arrangements.

(a) Access Covenant. Upon reasonable request from Seller, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will following the Closing Date provide to Seller, and the accountants, counsel and representatives of Seller, including any administrator of the Plan or Seller's estate, such access to the pre-closing books and records relating to the Business as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan, or otherwise. Such access will include (a) reasonable access to Buyer's personnel, information technology systems and books and records and (b) the use of office space for individuals and office support of appropriate secretaries or clerks for employees of Seller engaged in such wind-down and liquidation process. Buyer will provide such services free of any charges, fees or rents, provided that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

(b) Transitional License. Buyer covenants and agrees that the IP Back-License shall expressly include and reserve for Seller, for a period not to exceed one hundred and eighty (180) calendar days, a non-exclusive, royalty-free, non-transferrable, non-extendable right and license to use the Business Name and the Brand Names in connection with the firearms business, solely in connection with the wind-down and liquidation of Seller's estate and the conclusion of the Bankruptcy Case, including for purposes of administering a plan of liquidation of the Excluded Assets, reconciling claims and making distributions.

(c) Transitional Regulatory Matters. From the Effective Date until the Closing Date, Buyer and Seller shall each use reasonable best efforts to cooperate in the registration of Buyer as licensee, as of and conditional upon the Closing, under the ATF Licenses.

(d) Insurance Policies. From the Effective Date until the Closing, Seller shall use commercially reasonable efforts to seek endorsements to add, effective as of the Closing, Buyer (or, at Buyer's direction, Buyer Acquisition Vehicle or an Affiliate of Buyer) as an additional insured under that certain Premises Pollution Liability Policy number PPL G29003105 001 to the extent of the Assumed Policy Rights (it being understood and agreed that any additional premium associated with such endorsements shall be the responsibility of Buyer and that all other rights and privileges of the Seller in such policy shall be retained by the Seller).

Section 6.3 Further Assurances. At the request and the sole expense of the requesting party, either party shall, at any time after the Closing Date, execute and deliver such documents as the other party or its counsel may reasonably request to effectuate the purposes of this Agreement.

ARTICLE 7 EMPLOYEES AND EMPLOYEE BENEFITS

Section 7.1 Transferred Employees. Within two (2) days after entry of the Sale Order, Buyer may offer employment, effective as of the Closing, to any Employee. Each such offer shall include a waiver of any costs related to the termination of employment of such Employees by Seller in connection with the transactions contemplated by this Agreement (including without limitation any severance or WARN Act payments), as against Buyer, Seller and their respective Affiliates. If the Closing occurs, any such Employees who accept any such offer no later than five (5) days after the Closing Date are referred to in this Agreement as the "Transferred Employees". Seller hereby authorizes Buyer and its Affiliates to enter into discussions with the Employees regarding employment with Buyer or its Affiliates as contemplated by this Section 7.1 and, for the purpose of interviewing and pre-screening them, shall provide Buyer and its Representatives with reasonable access to the Employees, upon reasonable prior notice and during normal business hours and without material interference with the business or operations of Seller and its Representatives, and any such discussions and any resulting offers of employment by Buyer or its Affiliates with any such Employee shall not be a violation of any nonsolicitation agreement entered into by Buyer or any of its Affiliates with Seller or any of its Affiliates in connection with the transactions contemplated hereby. Seller agrees that neither it nor its Affiliates will actively discourage the Employees who receive an offer from Buyer or its Affiliates from accepting such offer.

Section 7.2 Employment Tax Reporting. With respect to Transferred Employees, Buyer and Seller shall use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment Tax reporting.

Section 7.3 Benefits. From and after the Closing (or with respect to any Transferred Employee who is on an approved leave of absence as of the Closing, from and after his or her return to work), Buyer shall, or shall cause an Affiliate of Buyer to, provide (whether under existing or newly-established Buyer compensation or benefits plans (collectively, the “Buyer Plans”)) to each Transferred Employee, and to their eligible dependents, benefits under the Buyer Plans that are no less favorable to the applicable Transferred Employee in the aggregate than the practice, plans, policies or Contracts in effect for such Transferred Employee immediately prior to the Closing. If applicable, for purposes of eligibility, vesting and the calculation of the eligibility for and amount of vacation, sick pay, severance or other benefits under the Buyer Plans providing benefits to Transferred Employees, Buyer shall credit each Transferred Employee with his or her years of service with Seller to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan; provided, however, that no such service recognition shall result in any duplication of benefits or apply to any defined benefit pension plans. In addition, to the extent it has the right to do so, Buyer shall use commercially reasonable efforts to (a) waive under any health or welfare plans maintained by Buyer for Transferred Employees any pre-existing condition limitations and eligibility waiting periods for Transferred Employees and their eligible dependents (but only to the extent such pre-existing condition limitations, eligibility waiting periods and evidence of insurability requirements were satisfied under Seller’s comparable health plans as of the Closing Date), and (b) provide that dollar amount of all eligible expenses incurred by Transferred Employees and their eligible dependents during the calendar year in which the Closing Date occurs shall be taken into account for purposes of satisfying the applicable deductibles, co-payments or out-of-pocket limitations for such calendar year under the relevant Buyer’s health or welfare plans.

Section 7.4 WARN Act. Buyer and Seller agree that:

(a) (a) The parties hereto have determined that the transactions contemplated by this Agreement do not give rise to any obligations or liabilities for provision of notice or payment in lieu of notice or any applicable penalties under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) or any similar state or local law arising on account of Buyer’s acquisition of the Acquired Assets or Seller’s termination of any of the Transferred Employees. Buyer does not assume obligations and liabilities for WARN Act compliance.

(b) Buyer shall not, at any time prior to ninety (90) days after the Closing Date, effectuate a “plant closing” or “mass layoff” (as those terms are defined in the WARN Act) affecting the Transferred Employees without complying in full with the WARN Act.

Section 7.5 Third Party Beneficiary. No provision of this Article 7 shall:

(a) create any third party beneficiary or other rights in any Employee or former employee (including any beneficiary or dependent thereof) of Seller, Buyer or any other Person;

- (b) constitute or create, or be deemed to constitute or create, an employment agreement or employee benefit plan;
- (c) constitute or be deemed to constitute an amendment to any employee benefit plan sponsored or maintained by Seller or Buyer; or
- (d) alter or change the employment at-will status of any Employees.

ARTICLE 8
TAXES

Section 8.1 Taxes Related to Purchase of Assets. All recording and filing fees and all federal, state and local sales, transfer, excise, value-added or other similar Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, but excluding all income taxes and other fees based upon gain realized by Seller as a result of the sale of the Acquired Assets, and excluding any Taxes imposed under Section 4181 of the Code (and any corresponding provision of state, local or foreign Tax law) (collectively, “Transaction Taxes”), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and which are not exempt under Section 1146(c) of the Bankruptcy Code, shall be paid by Buyer. Buyer and Seller agree to cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement, and Seller agrees to assist Buyer reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

Section 8.2 Cooperation on Tax Matters.

(a) Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) Buyer agrees to retain possession, at its own expense, of all accounting, business, financial and Tax records and information (i) relating to the Acquired Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired Assets or the Assumed Liabilities before the Closing Date, for a period of at least six (6) years from the Closing Date, and will give Seller notice and an opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Buyer agrees that it will provide access to Seller and its attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to those portions of books, records, documents and other information that relate solely to the Acquired Assets or the Assumed Liabilities and time periods on or prior to Closing as Seller may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y)

administer or complete any cases under Chapter 11 of the Bankruptcy Code of Seller. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets or the Assumed Liabilities as they existed on or before the Closing, unless such access cannot be limited to the appropriate information, in which case, Buyer may, at its reasonable discretion, retrieve electronic data compilations of the appropriate information.

(c) If Seller receives any refund, overpayment or rebate of Taxes (including any refund, overpayment or rebate relating to any Straddle Period) that is attributable to Taxes paid by Buyer, it shall promptly, and in no case later than ten (10) Business Days after receipt thereof, pay such refund, overpayment or rebate over to Buyer net of any reasonable cost or expense incurred in connection with such refund, overpayment or rebate.

(d) Seller shall prepare and file all Tax Returns for any Pre-Closing Taxes, whether or not such Tax Returns are required to be filed after the Closing Date, and Seller shall timely pay all Taxes reflected on such Tax Returns. Buyer shall prepare and file, or cause to be prepared and filed (with Seller's reasonable cooperation) all Tax Returns with respect to Post-Closing Taxes. Buyer and Seller shall reasonably cooperate in the preparation of any Tax Returns described in this Section 8.2(d).

(e) Buyer and Seller will cooperate and Buyer shall use commercially reasonable efforts to cause the Buyer or any Buyer Acquisition Vehicle to be registered with the Alcohol and Tobacco Tax and Trade Bureau as a "manufacturer" for purposes of the Firearms Ammunition and Excise Tax on or before the Closing Date.

Section 8.3 Allocation of Purchase Price. Promptly (and in any event within sixty (60) days) following the determination of the Purchase Price pursuant to Section 2.3, Seller shall deliver a schedule to Buyer allocating the Purchase Price among the Acquired Assets (the "Allocation"). The Allocation shall be final and binding on Seller and Buyer unless, within thirty (30) days after delivery thereof to Buyer, Buyer delivers a written notice to Seller of its objections to the Allocation. Seller and Buyer shall cooperate in good faith to resolve any disputes with respect to the Allocation as promptly as practicable. If Seller and Buyer are able to resolve any dispute within thirty (30) days after Seller's timely receipt of Buyer's written notice of its objections, or Buyer does not deliver a written notice of objections within such thirty (30) day period, the Allocation will be binding on the parties, and Seller and Buyer will file with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation, and the Allocation shall be reflected on any Tax Returns required to be filed as a result of the transactions contemplated by this Agreement. If Seller and Buyer are unable to resolve all such written objections within thirty (30) days after Buyer's timely receipt of such objections, the Allocation shall not be binding on the Parties.

ARTICLE 9

CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES

Section 9.1 Conditions Precedent to Performance by Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the

conditions contained in Section 9.1(c)(i) and Section 9.1(c)(ii) may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Section 4.2 shall be accurate in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a material adverse effect on Buyer's ability to perform its obligations hereunder, and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Good Faith Deposit and the Purchase Price in accordance with the terms of this Agreement, which obligations shall be performed in all respects), and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(c) Consents and Approvals.

(i) The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(ii) The applicable waiting period under the HSR Act, if applicable, shall have expired or terminated.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Cure of Defaults. At or prior to the Closing, any and all defaults under the Assumed Contracts that are required to be cured under the Bankruptcy Code shall have been cured, so that such Assumed Contracts may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(f) Buyer's Deliveries. Buyer shall have delivered to Seller all of the items set forth in Section 3.3.

(g) Huntsman APA. The transactions contemplated by the Huntsman APA shall be completed simultaneously with the Closing hereunder.

Section 9.2 Conditions Precedent to Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the

conditions contained in Section 9.2(c)(i) and Section 9.2(c)(ii)) may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. All representations and warranties made by Seller in Section 4.1 shall be accurate in all material respects on and as of the Closing Date as if again made by Seller on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(b) Performance of the Obligations of Seller. Seller shall have performed all obligations required under this Agreement to be performed by it on or before the Closing Date, other than failures of performance (i) that do not result in a Material Adverse Effect or (ii) under those obligations of Seller set forth in Section 6.2(c), and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(c) Consents and Approvals.

(i) The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(ii) The applicable waiting period under the HSR Act, if applicable shall have expired or terminated.

(iii) The ATF shall have approved Buyer's applications for such ATF Licenses as may be required for Buyer to operate the Business as of the Closing.

(iv) The CFIUS Condition, if applicable, shall have been satisfied.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Seller's Deliveries. Seller shall have delivered to Buyer all of the items set forth in Section 3.2.

ARTICLE 10 TERMINATION

Section 10.1 Conditions of Termination. This Agreement may be terminated at any time before the Closing:

(a) By mutual written consent of Seller and Buyer;

(b) By Seller, by notice to Buyer, on or after the date that is One Hundred and Fifty (150) calendar days after the Petition Date (the “Warranty Termination Date”), if the condition contained in Section 9.1(a) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(b) if Seller is then in material breach of this Agreement;

(c) By Seller, by notice to Buyer, if Seller has previously provided Buyer with written notice of Buyer’s failure to perform any material covenant of Buyer contained in this Agreement and Buyer has failed within five (5) days after such notice to perform such covenant; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(c) if Seller is then in material breach of this Agreement;

(d) By Seller, by notice to Buyer, on or after the date that is One Hundred and Fifty (150) calendar days after the Petition Date (the “Approval Termination Date”), if any condition contained in Section 9.1(c) or Section 9.1(d) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(d) if Seller is then in material breach of this Agreement;

(e) By Buyer, by notice to Seller, on or after the Warranty Termination Date, if the condition contained in Section 9.2(a) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(e) if Buyer is then in material breach of this Agreement;

(f) By Buyer, by notice to Seller, if Buyer has previously provided Seller with written notice of a failure to perform any material covenant of Seller contained in this Agreement and Seller has failed within five (5) days after such notice to perform such covenant; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(f) if Buyer is then in material breach of this Agreement;

(g) By Buyer, by notice to Seller, after the Approval Termination Date, if any condition contained in Section 9.2(c) or Section 9.2(d) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(g) if Buyer is then in material breach of this Agreement;

(h) By Buyer, by notice to Seller, or by Seller, by notice to Buyer, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Case into a case under Chapter 7 of the Bankruptcy Code, appointing a trustee in the Bankruptcy Case, or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or the occurrence of any of the foregoing;

(i) By Seller, five (5) Business Days after notice to Buyer, if the Bankruptcy Court has not entered the Sale Order by the date that is 60 calendar days after the Petition Date;

(j) By Seller, if the Huntsman APA is validly terminated in accordance with its terms;

(k) Automatically, upon the earlier of (i) Seller consummating an Alternative Transaction, and (ii) sixty (60) days following the date upon which the Bankruptcy Court issues a Final Order approving an Alternative Transaction.

Section 10.2 Effect of Termination; Remedies.

(a) In the event of termination pursuant to Section 10.1, this Agreement shall become null and void and have no effect (other than Article 10, Article 11, and Article 12, which shall survive termination), with no liability on the part of Seller or Buyer, or their respective Affiliates or Related Persons, with respect to this Agreement, except for (i) the liability of a party for its own expenses pursuant to Section 11.4, (ii) the obligation of Buyer under Section 6.1(a) and (iii) any liability provided for in Section 10.2(b) through Section 10.2(d), inclusive.

(b) Subject to Section 10.2(c), if this Agreement is terminated pursuant to Section 10.1, then the Good Faith Deposit shall, within three (3) Business Days, be returned by Seller to Buyer.

(c) Subject to Section 10.2(e), if (x) this Agreement is terminated pursuant to Section 10.1(c) due to Buyer's failure to consummate the Closing, and (y) all of the conditions to Buyer's obligations to consummate the Closing under Section 9.2 have occurred (other than any such conditions which by their nature are to be satisfied by the Closing Date), then Seller may, at its sole election (i) within three (3) Business Days, retain the Good Faith Deposit, as liquidated damages (the "Break Fee") or (ii) seek specific performance of Buyer's obligations to consummate the Closing subject to and in accordance with Section 11.10.

(d) Notwithstanding anything to the contrary herein, but without limitation to the right to enforce covenants as set forth in Article 3 and Article 6 (if the Closing shall have occurred) (i) Seller's entitlement to the Break Fee (to the extent provided for in this Agreement) will constitute liquidated damages (and not a penalty) and, if Seller retains such amount, then such Break Fee shall be the sole and exclusive remedy available to Seller and any other Person against Buyer, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Buyer, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby, and (ii) Buyer's entitlement to the reimbursement of the Good Faith Deposit (to the extent provided for in this Agreement) shall be the sole and exclusive remedy (at law, in equity or otherwise) available to Buyer and any other Person against Seller, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Seller, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby. Each Party acknowledges that the agreements contained in this Section 10.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

(e) For the avoidance of doubt, (i) Seller will be entitled to seek specific performance of this Agreement to the extent permitted by Section 11.10 while also seeking payment of the Break Fee, but in no event shall Seller be entitled to both obtain specific performance to cause the Closing to occur and to also receive the Break Fee; and (ii) in no event shall the Break Fee be paid on more than one occasion. Notwithstanding anything to the contrary contained herein, and subject only to Seller's right, prior to the termination of this Agreement, to pursue (or any actual judicial award of) specific performance of Buyer's obligations to consummate the Closing subject to and in accordance with Section 11.10, upon the timely payment of an amount equal to the Break Fee (whether or not a Break Fee is due and payable), in no event shall Buyer have any liability hereunder or otherwise in connection with the transactions contemplated by this Agreement for any liabilities or other amounts in excess of the amount of the Break Fee including for any breach of this Agreement or for any other matter whatsoever (regardless of the theory of liability).

ARTICLE 11 MISCELLANEOUS

Section 11.1 Successors and Assigns. Prior to the Closing, neither Buyer nor Seller shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that if Buyer wishes, upon prior written notice to Seller, to assign all (or a portion of) its rights, obligations and liabilities hereunder no later than ten (10) days prior to the Closing Date to a Buyer Acquisition Vehicle, such prior written consent of Seller shall not unreasonably be withheld, conditioned or delayed. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

Section 11.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the State of Delaware.

Section 11.3 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS

CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.3.

Section 11.4 Expenses. Except as expressly otherwise provided herein, each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated. Buyer shall pay the cost of any surveys (without limitation to the restriction in Section 5.1(b)(i)), title insurance policies and title reports ordered by Buyer.

Section 11.5 Broker's and Finder's Fees. Each of the parties to this Agreement represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement other than as set forth on Schedule 11.5, whose fees and expenses shall, as between the parties to this Agreement, be the responsibility of the party indicated on Schedule 11.5, and, to such party's Knowledge, no other broker or other Person is entitled to any commission or broker's or finder's fee in connection with any of the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 11.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 11.7 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

SIG Sauer, Inc.
72 Pease Boulevard
Newington, New Hampshire 03801
Attention: Daryl Hanna, and Steven Shawver, Esq.
Email: Daryl.Hanna@sigsauer.com and
Steven.Shawver@sigsauer.com, respectively

With a copy to (which copy alone shall not constitute notice):

Bryan Cave Leighton Paisner LLP
1155 F Street NW
Washington, DC 20004-1357
Attention: Jonathan S. Neshier, Esq.
Email: jonathan.neshier@bclplaw.com

(b) Any party may change its address for the purpose of this Section 11.7 by giving the other party written notice of its new address in the manner set forth above.

Section 11.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 11.9 Time of Essence. Time is of the essence in the performance of each and every term of this Agreement.

Section 11.10 Specific Performance. The provisions of this Agreement are uniquely related to Seller's and its Affiliates' desire to consummate the transactions contemplated by this Agreement, and such transactions represent a unique business opportunity at a unique time for the Seller and its Affiliates. As a result, irreparable damage would occur to Seller and its Affiliates in the event that any of the obligations of Buyer under this Agreement were not performed in accordance with their specific terms. Although liquidated or other monetary damages may be available for the breach of covenants and undertakings contained in this Agreement, monetary

damages would be difficult to ascertain and an inadequate remedy therefor. Accordingly, subject to Section 10.2, if Buyer breaches or threatens to breach any provision of this Agreement, then Seller shall be entitled to an injunction or injunctions, specific performance and any and all other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement, this being in addition to any other remedies to which it is entitled at Law or equity. If Seller seeks an injunction or injunctions to prevent breaches of this Agreement or seeking to enforce specifically the terms and provisions of this Agreement, Seller shall not be required to provide, furnish or post any bond or other security in connection with or as a condition to obtaining any such Order or injunction. Buyer irrevocably waives any right it may have to require the provision, furnishing or posting of any such bond or other security. If any action or proceeding should be brought in equity to enforce the provisions of this Agreement, Buyer shall not allege, and hereby waives the defense, that there is an adequate remedy at Law. For the avoidance of doubt, while Seller may pursue any or all of a grant of specific performance (pursuant to this Section 11.10) and/or the payment of the Break Fee pursuant to Section 10.2, under no circumstances will Seller, or any other Person, be entitled to receive both a grant of such specific performance and monetary damages (including an award of all or any portion of the Break Fee) in connection with the grant of such specific performance.

Section 11.11 Public Announcements. Promptly after the execution and delivery of this Agreement, the parties shall make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Thereafter, no party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed) unless a press release or public announcement is required by Law or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing party agrees to give the nondisclosing party prior notice of, and an opportunity to comment on, the proposed disclosure. Notwithstanding anything to the contrary in this Section 11.11, Seller (a) shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and (b) may disclose this Agreement to its equityholders and lenders to the extent required by the provisions of any of Seller's bylaws, credit agreements and other pre-existing contractual obligations.

Section 11.12 Entire Agreement. This Agreement (including the Ancillary Agreements referenced herein), the Sale Order and the Confidentiality Agreement contain the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules to this Agreement and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

Section 11.13 Parties in Interest. Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns; provided that, an Other Buyer shall have the right to access certain records in accordance with Section 1.1(r). Nothing in this Agreement is intended to or shall relieve or discharge the obligations or liability of any third Persons to Seller or Buyer. This Agreement is not intended to nor shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

Section 11.14 Bulk Sales Laws. Buyer waives compliance by Seller and Seller waives compliance by Buyer, with the provisions of the “bulk sales”, “bulk transfer” or similar laws of any state other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

Section 11.15 Construction. The Article and Section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. As used in this Agreement, the word “including” and its derivatives means “without limitation” and its derivatives, the word “or” is not exclusive and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. References to any Law are to it as amended, modified, supplemented, and restated as of the date of this Agreement, and, unless the context requires otherwise, any reference to any statute shall be deemed also to refer to all rules and regulations promulgated thereunder.

Section 11.16 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

ARTICLE 12 DEFINITIONS

Section 12.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Alternative Transaction” means Seller consummating one or more transactions or series of transactions, whether a going concern sale, liquidation or otherwise, that involves a sale of all or substantially all of the Business or the Acquired Assets by Seller to a purchaser or purchasers other than Buyer.

“Accounting Firm” means a nationally recognized accounting firm mutually agreed to by Buyer and Seller in writing.

“Adjustment Escrow Account” means the sub-account designated by the Escrow Agent as the “Adjustment Escrow Sub-Account” into which the Adjustment Escrow Amount is deposited with the Escrow Agent and held by it, subject to disbursement as provided in this Agreement and in the Adjustment Escrow Agreement.

“Adjustment Escrow Agreement” means that certain escrow agreement by and among ROC, Buyer and the Escrow Agent governing the administration of the Adjustment Escrow Amount, in the form attached hereto as Exhibit 4.

“Adjustment Escrow Amount” means \$1,000,000.

“Alabama Facility” means the Corporate Headquarters; Gun and Silencer Factory located at 100 Electronics Blvd. (aka 1816 Remington Circle SW), Huntsville, Alabama 35824.

“Ancillary Agreements” means, collectively, the Good Faith Deposit Escrow Agreement, Adjustment Escrow Agreement, the Assignment and Assumption Agreements, Acquired Intellectual Property Assignments, the IP Back-License, quitclaim deeds, and other agreements, certificates, affidavits and releases delivered pursuant to Article 3.

“Antitrust Law” means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other Laws and Orders, that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

“Arkansas Grant Agreement” means that certain Grant Agreement, dated January 21, 2016, by and between Remington Arms Company, LLC and Arkansas Economic Development Commission, as amended.

“ATF” means the United States Bureau of Alcohol, Tobacco, Firearms and Explosives.

“ATF Licenses” means all of those licenses issued by ATF as provided by the GCA and the GCA’s implementing regulations that are necessary for Buyer to conduct the Business as currently conducted.

“Arkansas Property” the Owned Real Property of the Business located at 2592 Arkansas Highway 15 N, Lonoke, Arkansas 72086 (consisting of tax parcel numbers 001 13127 001, 001 13127 000 and 0014312), including all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto (including air, oil, gas, mineral, and water rights).

“Avoidance Actions” means any and all claims and remedies of Seller under Sections 510 and 542 through 553 of the Bankruptcy Code or under similar state laws including, without limitation, fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code.

“Balance Sheet Rules” means the Balance Sheet Rules listed on Exhibit 5.

“Base Amount” means \$65,000,000.

“Brand Names” means the trademarks listed on Schedule 12.1(b), alone and in combination with other words, graphics and designs, and all variations, derivatives, abbreviations, transliterations, and translations thereof, and including all rights throughout the world in said terms

as trade names, trademarks, corporate names, business names and service marks, together with all registered and unregistered rights in the aforementioned and the goodwill associated with all of the foregoing, including without limitation the trademark and domain name registrations set forth on Schedule 1.1(i).

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in Huntsville, Alabama are authorized by Law or other governmental action to close.

“Business Name” means the “Remington” brand throughout the world comprising the trademark REMINGTON, alone and in combination with other words, graphics and designs, and all variations, derivatives, abbreviations, transliterations, and translations thereof, and including all rights in said term as a trade name, trademark, corporate name, business name and service mark, together with all registered and unregistered rights in the aforementioned and the goodwill associated with all of the foregoing, including without limitation the trademark and domain name registrations set forth on Schedule 1.1(i).

“Buyer Acquisition Vehicle” means a Creditworthy entity that is wholly-owned and controlled by Buyer.

“Cash” means all cash and cash equivalents held by Seller, including all petty cash, register cash, undeposited checks, cash in transit and marketable securities (and including without limitation (i) any fee reserves or escrows established by Seller, and (ii) any cash in the Dominion Account (as defined in the Priority Term Loan)); provided, however, that the Good Faith Deposit, the Purchase Price and the Adjustment Escrow Amount shall not be included in the definition of Cash.

“CBA” means that certain Collective Bargaining Agreement between Remington Arms Company, LLC and International Union, United Mine Workers of America (2016-2022), as amended or otherwise modified from time to time.

“CFIUS” means the Committee on Foreign Investment in the United States or any U.S. Governmental Body acting in its capacity as a member of CFIUS or directly involved in CFIUS’s assessment, review or investigation of the Contemplated Transactions.

“City of Huntsville Project Development Liabilities” means all liabilities arising under (i) that certain Project Development Agreement dated as of February 27, 2014, by and among the City of Huntsville, Alabama, Madison County, Alabama, The Industrial Development Board of the City of Huntsville, and Seller, as amended or otherwise modified from time to time, (ii) that certain note issued by Seller to the City of Huntsville on February 27, 2014 in the original principal amount of \$12,500,000 and (iii) that certain Mortgage and Security Agreement dated as of February 27, 2014, by Seller in favor of the City of Huntsville.

“Claims” encompasses the definition in Bankruptcy Code §101(5) and under this Agreement also includes any and all liabilities, rights, credits, defenses, allowances, rebates, choses in action, rights of recovery, set-off, causes of action, civil or criminal, any contributions received from or owed to charitable or other organizations, assertions of legal or moral responsibility, in each case known or unknown, pending or threatened, at law or in equity, direct

or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or inchoate, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or unasserted actions against Seller or any of its Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Closing Inventory Amount” means the Inventory Amount, determined in accordance with the Balance Sheet Rules, as of the Calculation Time.

“Closing Inventory Amount Excess” means the amount, if any, by which (i) the Closing Inventory Amount exceeds (i) the Estimated Inventory Amount plus \$2,000,000.

“Closing Inventory Amount Shortfall” means the amount, if any, by which (i) the Estimated Inventory Amount exceeds (ii) the Closing Inventory Amount plus \$2,000,000.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, indenture, note, bond, lease, license, premium finance arrangement, purchase order, sales order or other agreement to which Seller is a party; provided that Contracts do not include any employment or similar Contracts.

“Creditworthy” means sufficiently capitalized, to the reasonable satisfaction of Seller upon provision to Seller of substantiating documentary evidence, to be able to pay the Purchase Price.

“D&O Insurance” means the policies in effect as of the Effective Date that provides for insurance from liability for current and former directors and officers of Seller, including insurance from liabilities with respect to all claims (including, under “tail” insurance coverage, those claims brought within six (6) years from the Closing Date) arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated by this Agreement).

“DIP Facility” means any debtor-in-possession financing advanced to Seller in the Bankruptcy Case.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, surveys, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“DPA” means Section 721 of the Defense Production Act of 1950, as amended (50 U.S.C. § 4565), and all rules and regulations thereunder, including those codified at 31 C.F.R. Part 800 *et seq.*

“Employee Benefit Plans” means (a) all “employee benefit plans,” as defined in Section 3(3) of ERISA, (b) all employment, consulting or other individual compensation agreements, and (c) all bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs or other plans, contracts, policies or arrangements that provide for compensation for employee benefits as to which Seller has any obligation or liability, contingent or otherwise.

“Employee Liabilities” means all liabilities of Seller to or with respect to all Employees whenever arising and liabilities of the type specified in Section 1114 of the Bankruptcy Code owing to retired employees of Seller.

“Employee Records” means all employment and benefit records (in whatever form maintained) in the possession of Seller or its agents and pertaining to any Transferred Employee, or any spouse, dependent or other beneficiary of any such Transferred Employee.

“Employees” means all individuals, as of the date of this Agreement, who are employed by Seller at the Arkansas Property (including Employees who are absent due to COVID Restrictions or vacation, family leave, short-term disability, COVID 19-related furloughs or absences or other approved leave of absence) in connection with the ownership, operation and management of the Business.

“Environmental Laws” means all applicable federal, state and local statutes, ordinances, rules, Orders, regulations and other provisions having the force of law, all judicial and administrative Orders and determinations, and all common law concerning pollution or protection of human health and the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Escrow Agent” means M-III Advisory Partners, LP.

“Estimated Inventory Amount” means Seller’s good faith estimate of the Closing Inventory Amount, as set forth on the Pre-Closing Statement.

“Estimated Inventory Amount Excess” means the amount, if any, by which (i) the Estimated Inventory Amount exceeds (i) the Inventory Amount Target plus \$2,000,000.

“Estimated Inventory Amount Shortfall” means the amount, if any, by which (i) the Inventory Amount Target exceeds (ii) the Estimated Inventory Amount plus \$2,000,000.

“Estimated Purchase Price” means an amount equal to (a) the Base Amount, plus or minus

(b) the Estimated Inventory Amount Excess, if any, or the Estimated Inventory Amount Shortfall, if any, as applicable.

“Exit Term Loan” means that certain Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of February 21, 2020, and that certain Amendment No. 5, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“FILLO Facility” means that certain First Lien Last-Out Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of October 11, 2019, that certain Amendment No. 5 dated as of February 21, 2020, and that certain Amendment No. 6, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“Final Order” means an Order, ruling or judgment of any court of competent jurisdiction that has not been reversed, stayed, modified or amended, and as to which no appeal, petition for certiorari, motion or petition for rehearing or reargument is pending, and the deadline for any such filing has expired.

“GCA” means Gun Control Act of 1968 (Chapter 44 of Title 18, United States Code § 921 et seq).

“Government” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, or any state, county or municipality thereof, including the employees or agents thereof.

“Historic Firearms Books and Records” means all historic books and records relating to the sale of firearms included in the Acquired Assets, including all records required to be kept pursuant to parts 447, 478, and, 479 of title 27, Code of Federal Regulations.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Huntsman APA” means that certain Asset Purchase Agreement entered into by and among Huntsman Holdings, LLC and Seller in connection with that certain auction contemplated by the Bidding Procedures Order.

“Income Tax” means any Tax based on, imposed on or measured by income, gross receipts or profits, including any interest, penalty or other addition with respect thereto.

“Income Tax Return” means any Tax Return with respect to Income Taxes.

“Intellectual Property” means throughout the world (1) all intellectual property arising from or in respect of the following: (a) all patents and applications therefore, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, (b) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names, websites, social media accounts and handles, and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (c) copyrights and registrations and applications therefore and works of authorship, and mask work rights, (d) all Software of Seller, including product specifications, enterprise resource planning data (including, but not limited to product master data), manufacturing, accounting, manufacturing methods and processes (e) confidential information, know-how, research and development work product, trade secrets and inventions, and (f) all other intellectual property, (2) Seller’s rights pursuant to any Contract with Remington Licensing Corporation and (3) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of Seller’s rights or interests in intellectual property that is not an Excluded Asset and any related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Intellectual Property and collect damages therefor.

“Intercompany Note” means that certain Amended and Restated Promissory Note issued on April 18, 2019, for the principal amount of \$100,000,000, by Remington Arms Company, LLC in favor of FGI Holding Company, LLC.

“Interests” means all rights and entitlements of any nature including, without limitation, security interests, assignments of Liens or Claims, licenses, leases, contract rights, indentures, instruments, licenses, options, escheatment, abandoned property, unclaimed property, covenants, conditions, zoning, planning and any other restrictions, easements, encroachments, permits or other interests in property or limitations on the use of real property or irregularities in title, rights of first refusal, rights to injunctive or other legal relief, any attributes of ownership, rights or restrictions of any kind and nature, whenever incurred, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, matured or unmatured, legal or equitable (which Interests may also be Liens or Claims).

“Inventory Amount” means, at any date, the value of the Inventory calculated in accordance with the Balance Sheet Rules. A sample calculation of the Inventory Amount is attached hereto as Exhibit 5.

“Inventory Amount Target” means \$15,752,076.

“Knowledge” or any other similar term or knowledge qualification means, with respect to (i) Seller, the actual conscious knowledge of either of Ken D’Arcy (President and Chief Executive Officer of ROC) or Mark Little (Vice President and Chief Financial Officer of ROC), as of the date the applicable representation or warranty is made or deemed made under this Agreement and (ii) Buyer, the actual conscious knowledge of Ron Cohen (Chief Executive Officer of Buyer) , as of the date the applicable representation or warranty is made or deemed made under this Agreement.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement, other than a lessor’s interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor’s interest in, property underlying any leases.

“Material Adverse Effect” means a state of facts, event, change or effect on the value of the Acquired Assets that results in a material and adverse effect on the value of the Acquired Assets taken as a whole, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (A) changes resulting from, or from any motion, application, pleading or Order filed relating to, the Bankruptcy Case; (B) any action of Seller taken pursuant to, or any failure of Seller to take any action prohibited by, any Order of the Bankruptcy Court, this Agreement or any of the Ancillary Agreements to which Seller is a party; (C) the public disclosure of this Agreement or any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby, (D) changes, after the Effective Date, in United States generally accepted accounting principles, (E) changes in general United States economic, monetary or financial conditions, including changes in prevailing interest rates, credit availability, and the credit markets generally, as well as changes in the commercial real estate markets in the geographic regions in which Seller operates the Business, (F) changes in the firearms, ammunition or sporting goods industries in general, (G) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war (whether or not declared) or (H) any occurrence, outbreak, escalation or worsening of, or furloughs or Government actions (including any quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or any other applicable Law, order, directive, guideline or recommendation by any Government of competent jurisdiction (collectively, “COVID Restrictions”)) instituted in response to, any epidemic, pandemic or other disease (including without limitation the COVID-19 virus).

“Mississippi Facility” means that certain warehouse premises located at Southaven Distribution, Building 1, 366 Stateline Road, Southaven, Mississippi.

“New York Facility” means the Gun Factory located at 14 Hoefler Avenue, Ilion, New York 13357, Parcel Nos.: 120.37-4-1, 120.37-4-3, 120.37-4-29, 120.37-4-71, 120.37-4-77, 120.37-4-81, 120.37-5-8, 120.37-5-16, 120.37-5-36, 120.45-1-20.1.

“North Carolina Property” means the Administrative Office located at 870 Remington Drive, Madison, North Carolina 27025.

“Owned Real Property” means all land and all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto, owned by Seller and used in the ownership, operation or management of the Business.

“Pension Plan” means Remington Arms Company, LLC Pension and Retirement Plan, (f/k/a Remington Arms Company, Inc. Pension and Retirement Plan), as amended from time to time, whereby the Marlin Firearms Co. Employees’ Pension Plan (a/k/a Marlin Firearms Company Employees Pension Plan), as amended from time to time, was merged into the Remington Arms Company, LLC Pension and Retirement Plan.

“Permit” means any permit, license, authorization, registration or certificate obtained from any Government.

“Permitted Liens” mean: (a) Liens and Interests consisting of (i) current Taxes and assessments not yet due and payable, or Liens for Taxes that are being contested in good faith by appropriate legal proceedings and for which appropriate reserves under GAAP have been established in the Balance Sheets, (ii) all easements, rights-of-way, servitudes, covenants, conditions, restrictions, obligations and other similar matters of record affecting title to real property, (iii) statutory, common law or contractual liens of landlords, and (iv) the applicable zoning and use regulations or other Laws of any Government, in each case, that do not materially affect the current use of the underlying asset and are not violated in any material respect by the current use or occupancy of the Arkansas Property or the operation of the Business as currently conducted thereon; (b) any imperfection of title with respect to any asset that does not materially interfere with the present occupancy, use or marketability of such asset and the continuation of the present occupancy or use of such asset; (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances that are not created pursuant to mortgages or other financing or security documents, or any other state of facts, that do not materially interfere with the present occupancy of use of an asset; and (d) all terms, conditions and restrictions under any applicable Permits.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

“Plan” means a Joint Chapter 11 Plan filed by Seller with the Bankruptcy Court.

“Post-Closing Taxes” means any Taxes, other than Transaction Taxes, imposed on the Acquired Assets in respect of a taxable period (or portion thereof) beginning after the close of business on the day prior to the Closing Date.

“Pre-Closing Taxes” means any Taxes paid, payable, or that become payable, in connection with Seller or any of its Affiliates or relating to the Business, in respect of any taxable period (or portion thereof) ending on or before the close of business on the day prior to the Closing Date ; provided, however that Pre-Closing Taxes shall include any liability for Taxes imposed under Section 4181 of the Code (or any similar provision of state, local or foreign Tax law) attributable to any period ending on or before the day prior to the Closing Date.

“Priority Term Loan” means that certain Loan and Security Agreement, dated as of April 18, 2019 (as amended by that certain Amendment No. 1, dated May 1, 2019, that certain Amendment No. 2, dated June 24, 2019, that certain Amendment No. 3, dated August 15, 2019, that certain Amendment No. 4, dated October 11, 2019, that certain Amendment No. 5, dated February 21, 2020, and that certain Amendment No. 6, dated March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto, Cantor Fitzgerald Securities, as administrative agent and initial collateral agent, and the lenders party thereto.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

“Representatives” means, with respect to any Person, any director, officer, agent, employee, general partner, member, stockholder, legal counsel, accountant, advisor or representative of such Person.

“Retained Litigation” means all litigation and Claims arising or related to events prior to the Closing.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all Documents related to any of the foregoing.

“State of Alabama Project Development Liabilities” means all liabilities under that certain Project Agreement dated as of February 17, 2014, by and between the State of Alabama and ROC, as amended or otherwise modified from time to time.

“Straddle Period” means any taxable period beginning prior to, and ending after, the Closing Date.

“Subsidiary(ies)” means, when used with respect to any specified Person, any other Person (a) of which the specified Person or any Subsidiary thereof is a general partner, (b) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (c) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise (whether or not deferred, and including, but not limited to, any excise Taxes imposed under Section 4181 of the Code (and any corresponding provision of state, local or foreign Tax law), franchise, gross receipts, occupation, real and personal property, ad valorem, unclaimed property or escheat, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under Section 59A of the Code) and other obligations of the same

or a similar nature, whether arising before, on or after the Closing Date, including any interest, penalty, or addition to any of the foregoing, whether disputed or not, and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person, including by contract or otherwise; and “Tax” shall mean any one of them.

Section 12.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Acquired Assets	Section 1.1
Acquired Intellectual Property	Section 1.1(i)
Acquired Intellectual Property Assignment.....	Section 3.2(d)
Accounting Firm	Section 12.1
Adjustment Deficit Amount.....	Section 2.3(d)(ii)
Adjustment Escrow Account	Section 12.1
Adjustment Escrow Agreement	Section 12.1
Adjustment Escrow Amount.....	Section 12.1
Adjustment Surplus Amount.....	Section 2.3(d)(i)
Affiliate	Section 12.1
Agreement.....	<i>Preamble</i>
Allocation.....	Section 8.3
Alternative Transaction.....	Section 12.1
Antitrust Law	Section 12.1
Arkansas Grant Agreement.....	Section 12.1
Approval Termination Date	Section 10.1(d)
Assignment and Assumption Agreement.....	Section 3.2(c)
Assumed Business Contracts	Section 1.1(g)
Assumed Contracts	Section 1.1(g)
Assumed FF&E Leases.....	Section 1.1(c)
Assumed Liabilities	Section 1.3
Assumed Motor Vehicle Leases	Section 1.1(e)
Assumed Policy Rights.....	Section 1.1(f)
Avoidance Actions.....	Section 12.1
Balance Sheet Rules.....	Section 12.1
Base Amount.....	Section 12.1
Bankruptcy Case	<i>Recitals</i>
Bankruptcy Code	<i>Recitals</i>
Bankruptcy Court.....	<i>Recitals</i>
Bidding Procedures Order.....	<i>Recitals</i>
Brand Names.....	Section 12.1
Break Fee	Section 10.2(c)
Business	<i>Recitals</i>
Business Product.....	<i>Recitals</i>
Business Day.....	Section 12.1
Business Name.....	Section 12.1
Buyer.....	<i>Preamble</i>
Buyer Acquisition Vehicle.....	Section 12.1

Buyer Plans	Section 7.3
Calculation Time.....	Section 3.1
Cash.....	Section 12.1
CBA	Section 12.1
CFIUS	Section 12.1
CFIUS Condition	Section 5.4(b)
City of Huntsville Project Development Liabilities.....	Section 12.1
Claims	Section 12.1
Closing.....	Section 3.1
Closing Date.....	Section 3.1
Closing Inventory Amount	Section 12.1
Closing Inventory Amount Excess	Section 12.1
Closing Inventory Amount Shortfall	Section 12.1
Closing Time.....	Section 3.1
Code	Section 12.1
Confidentiality Agreement.....	Section 5.1(b)
Contract.....	Section 12.1
COVID Restrictions.....	Section 12.1
Creditworthy	Section 12.1
Cure Amount.....	Section 1.5(a)
Customer Order.....	Section 1.1(k)
Documents	Section 12.1
DOJ	Section 5.3(b)
DPA.....	Section 12.1
Effective Date	<i>Preamble</i>
Employee Benefit Plans.....	Section 12.1
Employee Liabilities	Section 12.1
Employee Records	Section 12.1
Employees.....	Section 12.1
Environmental Laws	Section 12.1
ERISA	Section 12.1
Escrow Agent	Section 12.1
Estimated Inventory Amount.....	Section 12.1
Estimated Inventory Amount Excess.....	Section 12.1
Estimated Inventory Amount Shortfall.....	Section 12.1
Estimated Purchase Price.....	Section 12.1
Excluded Assets.....	Section 1.2
Excluded Employee Liabilities.....	Section 1.3(e)
Excluded Liabilities	Section 1.4
Final Order	Section 12.1
FTC	Section 5.3(b)
Good Faith Deposit.....	Section 2.2(a)
Good Faith Deposit Escrow Account	Section 2.2(a)
Good Faith Deposit Escrow Agreement	Section 2.2(a)
Government.....	Section 12.1
HSR Act.....	Section 12.1

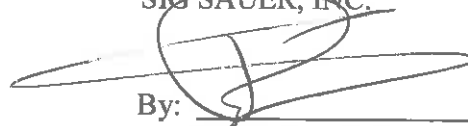
Insurance Policies	Section 1.2(a)
Intellectual Property.....	Section 12.1
Intercompany Note.....	Section 12.1
Interests.....	Section 12.1
Inventory	Section 1.1(m)
Inventory Amount.....	Section 12.1
Inventory Amount Target	Section 12.1
IP Back-License	Section 3.3(e)
Law	Section 4.1(c)
Leased FF&E	Section 1.1(c)
Leased Motor Vehicles	Section 1.1(e)
Lien	Section 12.1
Material Adverse Effect.....	Section 12.1
Mississippi Facility.....	Section 12.1
Necessary Consent.....	Section 1.6
New York Facility.....	Section 12.1
North Carolina Property.....	Section 12.1
Notice of Disagreement	Section 2.3(c)
Other Buyer.....	Section 1.1(r)
Order	Section 4.1(c)
Other APA	Section 1.8
Owned FF&E.....	Section 1.1(b)
Owned Motor Vehicles.....	Section 1.1(d)
Owned Real Property.....	Section 12.1
Pension Plan.....	Section 12.1
Permitted Liens	Section 12.1
Person.....	Section 12.1
Petition Date.....	<i>Recitals</i>
Plan	Section 12.1
Post-Closing Statement.....	Section 2.3(a)
Pre-Closing Statement	Section 2.3(b)
Priority Term Loan	Section 12.1
Purchase Orders	Section 1.1(l)
Purchase Price.....	Section 2.1
Related Person	Section 12.1
Retained Litigation.....	Section 12.1
Representatives	Section 12.1
Review Period.....	Section 2.3(c)
ROC	<i>Preamble</i>
Sale Order	<i>Recitals</i>
Seller	<i>Preamble</i>
Seller's Knowledge.....	Section 12.1
Software	Section 12.1
State of Alabama Project Development Liabilities.....	Section 12.1
Subsidiary(ies)	Section 12.1
Tax Return	Section 12.1

Taxes Section 12.1
Transaction Taxes Section 8.1
Transferred Employees Section 7.1
WARN Act..... Section 7.4(a)
Warranty Termination DateSection 10.1(b)

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER
SIG SAUER, INC.

A handwritten signature in black ink, appearing to be 'Ron Cohen', written over a horizontal line.

By: _____

Name: Ron Cohen

Title: Chief Executive Officer

ROC

REMINGTON OUTDOOR COMPANY, INC.

By: _____
Name:
Title:

SUBSIDIARIES OF ROC

FGI OPERATING COMPANY, LLC

By: _____
Name:
Title:

FGI HOLDING COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

FGI FINANCE INC.

By: _____
Name:
Title:

HUNTSVILLE HOLDINGS LLC

By: _____
Name:
Title:

TMRI, INC.

By: _____
Name:
Title:

**REMINGTON ARMS DISTRIBUTION
COMPANY, LLC**

By: _____
Name:
Title:

32E PRODUCTIONS, LLC

By: _____
Name:
Title:

DISCLOSURE SCHEDULES
to
ASSET PURCHASE AGREEMENT
by and among
SIG SAUER, INC.
and
REMINGTON OUTDOOR COMPANY, INC.
and
EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY,
INC.
AS SET FORTH ON THE SIGNATURE PAGES THERETO

Dated as of September 26, 2020

These Disclosure Schedules (these “Schedules” and each a “Schedule”) are furnished pursuant to the Asset Purchase Agreement (the “Agreement”), dated as of September 26, 2020, by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to the Agreement (collectively with ROC, “Seller”), and SIG Sauer, Inc., a Delaware corporation (“Buyer”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement, unless the context otherwise requires.

These Schedules are hereby incorporated in and made a part of the Agreement as if set forth in full therein and are an integral part of the Agreement. The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever (including any violation of law or breach of contract). These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties or covenants of the Seller contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. In disclosing the information in these Schedules, Seller does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. The disclosures in these Schedules are to be taken as relating to the representations and warranties as a whole, notwithstanding the fact that these Schedules are arranged by sections corresponding to the sections in the Agreement, or that a particular section of the Agreement makes reference to a specific section of the Schedules, and notwithstanding that a particular representation and warranty may not make a reference to the Schedules. Disclosure of an item on one Schedule shall be deemed disclosure on all other Schedules.

Neither the specification of any dollar amount in any representation or warranty nor the disclosure of a document or information in these Schedules is intended, or shall be construed or offered in any dispute between the parties to the Agreement as evidence of, the materiality of such dollar amount, document or information, nor does it establish any standard of materiality upon which to judge the inclusion or omission of any similar documents or information in such Schedule or any other Schedule. The headings and descriptions of the disclosures herein are for convenience of reference only and are not intended and do not alter the meaning of any provision of the Agreement or these Schedules.

Schedule 1.1(g)
Assumed Business Contracts

#	Category	Relates Primarily to	Location / Function	Contract Counter Party	Services Provided	Type	Inception Date	Expiration Date
1	Ammunition	Lonoke	Federal	DHS-FLETC	Federal Contract	Contract	04/27/17	05/27/22
2	Ammunition	Lonoke	Federal	DHS-FLETC	Federal Contract	Contract	10/07/19	09/30/24
3	Ammunition	Lonoke	Federal	FRS	Federal Contract	Contract	10/07/04	01/31/21
4	Ammunition	Lonoke	Lonoke	National Machinery, LLC	Tooling and Technology	Contract	11/20/15	05/18/34

Schedule 1.1(i)
Intellectual Property

Registered Trademarks and Trademark Applications

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
1.	European Union (Community)	ARMORLOKT	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; sighting telescopes for firearms; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes	7256688	9/24/2008	7256688	7/21/2009	9/24/2028
2.	Canada	BLACK BELT	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1,617,186	3/4/2013	TMA940,219	6/8/2016	6/8/2031
3.	European Union (Community)	BLACK BELT	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; large calibre ammunition; medium calibre ammunition; small calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms	11624244	3/4/2013	11624244	7/16/2013	3/4/2023
4.	Mexico	BLACK BELT	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1354161	3/4/2013	1374219	6/7/2013	3/4/2023
5.	United States of America	BLACK BELT	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	85/721,641	9/6/2012	4,708,640	3/24/2015	3/24/2025
6.	United States of America	BUCKHAMMER	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	78/222,508	3/6/2003	2,841,836	5/11/2004	5/11/2024
7.	United States of America	CBEE22	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	74/077,020	7/10/1990	1,648,789	6/25/1991	6/25/2021
8.	European Union (Community)	CLAW	RA Brands, L.L.C.	Registered	04 Int., 13 Int.	Goods: Industrial oils and greases; lubricants; lubricant for firearms, outdoor sports and marine equipment; oil for cleaning, lubrication and corrosion protection of firearms, outdoor sports and marine equipment; Ammunition; firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms	012019493	7/26/2013	012019493	12/18/2013	7/26/2023
9.	European Union (Community)	COPPER SOLID	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating for use in connection with firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses	6464961	11/26/2007	6464961	9/15/2008	11/26/2027

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
						for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; sighting telescopes for firearms; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes					
10.	United States of America	COPPER SOLID	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	77/212,809	6/22/2007	3,500,765	9/16/2008	9/16/2028
11.	United States of America	COPPER-LOKT	RA Brands, L.L.C.	Registered	13 Int.	Shot component of lead shot ammunition	74/043,783	3/29/1990	1,631,525	1/15/1991	1/15/2021
12.	France	CORE-LOKT	RA Brands, L.L.C.	Registered	13 Int.	Firearms, ammunition and projectiles, explosives, substances fireworks	934,342	6/15/1988	1471364	6/15/1998	6/15/2028
13.	United States of America	CORE-LOKT	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, particularly fixed ammunition for small arms and components and thereof	71/581,081	8/21/1990	530,361	9/5/1990	9/5/2020
14.	Canada	DISINTEGRATOR	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	873561	3/27/1998	TMA548,072	7/12/2001	7/12/2031
15.	United States of America	DISINTEGRATOR	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	75/384,862	11/5/1997	2,288,199	10/19/1999	10/19/2029
16.	Canada	DROP-DEAD BETTER	RA Brands, L.L.C.	No Maintenance	13 Int.	Small arms ammunition	1,330,601	1/2/2007	TMA733,807	2/3/2009	2/3/2024
17.	Canada	DUPLEX	RA Brands, L.L.C.	Registered	13 Nat.	Ammunition; namely, shotshells	647557	12/20/1989	TMA382,702	4/5/1991	4/5/2021
18.	Australia	ETRONX	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	818762	12/31/1999	818762	1/25/2001	12/31/2029
19.	Switzerland	ETRONX	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	0040/2000	1/4/2000	P-469,107	1/4/2000	1/4/2030
20.	United States of America	ETRONX	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	75/574,336	10/21/1998	2,553,080	3/26/2002	3/26/2022
21.	European Union (Community)	ERPC	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and maring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms	009219221	7/2/2010	00921922	11/17/2010	7/2/2020
22.	Benelux	EXPRESS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	79391	6/1/1995	580117	8/1/1996	6/1/2025
23.	Finland	EXPRESS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, shotgun shells and cartridges and firearms	3232/95	5/30/1995	200,172	4/30/1996	4/30/2026
24.	France	EXPRESS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, shotgun shells and cartridges and firearms	95573376	5/29/1995	95573376	5/29/1995	5/29/2025
25.	Germany	EXPRESS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, shotgun shell and cartridges and firearms	395220637	5/29/1995	39522063	4/2/1996	5/29/2025
26.	Greece	EXPRESS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, namely shotgun shells; firearms, namely shotguns	142885	1/14/2000	142885	2/28/2003	1/14/2030
27.	Italy	EXPRESS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, shotgun shells and cartridges and firearms	RM95C002665	6/5/1995	714454	6/18/1997	6/5/2025
28.	Norway	EXPRESS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, shotgun shells and cartridges and firearms	1995.3393	5/31/1995	172,88	5/2/1996	5/2/2026
29.	Switzerland	EXPRESS	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosives; fireworks	7855/1995.2	5/29/1995	442537	6/19/1997	5/29/2025
30.	United States of America	EXPRESS	RA Brands, L.L.C.	Registered	13 Int.	Shotgun shells	74/043,854	3/29/1990	1,629,078	12/25/1990	12/25/2020
31.	Canada	GOLDEN SABER	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, namely, bullets	1,374,526	11/26/2007	TMA764,695	4/21/2010	4/21/2025
32.	European Union (Community)	GOLDEN SABER	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating for use in connection with firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; sighting telescopes for firearms; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes	6464952	11/26/2007	6464952	1/29/2009	11/26/2027
33.	United States of America	GOLDEN SABER	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	77/199,375	6/6/2007	3,456,762	7/1/2008	7/1/2028
34.	United States of America	GREEN (Box)	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	75/216,115	12/20/1996	2,132,273	1/27/1998	1/27/2028

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
35.	United States of America	GREEN (Bullet With Green Casing)	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, namely shotshells	75/216,649	12/20/1996	2,673,478	1/14/2003	1/14/2023
36.	Canada	GUN CLUB	RA Brands, L.L.C.	Registered	13 Nat.	Ammunition	841364	4/4/1997	TMA495,982	6/12/1998	6/12/2028
37.	United States of America	GUN CLUB	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	75/285,699	5/2/1997	2,220,937	1/26/1999	1/26/2029
38.	United States of America	HI-SPEED	RA Brands, L.L.C.	Registered	20 Int.	Ammunition	77/195,115	6/1/2007	3,614,383	5/5/2009	5/5/2029
39.	Canada	HOG HAMMER	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1,611,131	1/21/2013	TMA927,085	1/26/2016	1/26/2031
40.	European Union (Community)	HOG HAMMER	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; large calibre ammunition; medium calibre ammunition; small calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms	11503216	1/21/2013	11503216	6/19/2013	1/21/2023
41.	Mexico	HOG HAMMER	RA Brands, L.L.C.	Registered	13 Int.	Ammunition; firearms	1341223	1/21/2013	1361726	4/18/2013	1/21/2023
42.	United States of America	HOG HAMMER	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	85/690,894	7/31/2012	4,422,859	10/22/2013	10/22/2023
43.	Canada	HYPERSONIC	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1,600,617	10/24/2012	TMA918,832	10/29/2015	10/29/2030
44.	Mexico	HYPERSONIC	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1320110	10/24/2012	1355526	3/19/2013	10/24/2022
45.	United States of America	HYPERSONIC	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	85/614,591	5/2/2012	4,471,615	1/21/2014	1/21/2024
46.	Australia	HYPERSONIC STEEL	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1353562	3/30/2010	1353562	3/30/2010	3/30/2030
47.	Canada	HYPERSONIC STEEL	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1,475,175	3/25/2010	TMA814,336	12/20/2011	12/20/2026
48.	European Union (Community)	HYPERSONIC STEEL	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms	8982803	3/25/2010	8982803	8/18/2010	3/25/2030
49.	Japan	HYPERSONIC STEEL	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	2010-027930	4/8/2010	5346205	8/13/2010	8/13/2020
50.	New Zealand	HYPERSONIC STEEL	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	821770	3/30/2010	821770	10/9/2009	10/9/2029
51.	United States of America	HYPERSONIC STEEL	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	77/845,085	10/9/2009	3,929,560	3/8/2011	3/8/2021
52.	New Zealand	KLEANBORE	RA Brands, L.L.C.	Registered	13 Int.	All goods in class including firearms, particularly military and sporting rifles, shotguns, industrial guns, and parts thereof, and ammunition, particularly metallic cartridges, metallic shot shells, paper shot shells, industrial gun shells, empty metallic and paper shells, blank cartridges, caps, primers, wads, shot, bullets, and power cartridges for powder actuated tools and devices	63761	4/22/1959	63761	4/22/1994	4/22/2028
53.	South Africa	KLEANBORE	RA Brands, L.L.C.	Registered	13 Int.	Firearms, ammunition, tools	Unknown	4/27/1993	59/1189	4/27/1993	4/27/2023
54.	United Kingdom	KLEANBORE	RA Brands, L.L.C.	Registered	13 Int.	Cartridges (explosives) for small arms and priming materials for such cartridges	B915,172	9/28/1981	915172	9/28/1988	9/28/2022
55.	United States of America	KLEANBORE	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	71/238,873	2/9/1987	223,998	2/15/1987	2/15/2027
56.	United States of America	MANAGED-RECOIL	RA Brands, L.L.C.	Registered	20 Int.	Ammunition	77/195,119	6/1/2007	3,365,501	1/8/2008	1/8/2028
57.	European Union (Community)	MODEL 700	RA Brands, L.L.C.	Registered	13 Int.	Ammunition; firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms;	012078069	8/20/2013	012078069	8/20/2013	8/20/2023

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
						breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; component of firearms, namely, a gas operating system; firearms and replacement and structural parts therefor; recoil pads; parts and fittings for firearms					
58.	European Union (Community)	MODEL 870	RA Brands, L.L.C.	Registered	13 Int.	Ammunition; firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; component of firearms, namely, a gas operating system; firearms and replacement and structural parts therefor; recoil pads; parts and fittings for firearms	012078093	8/20/2013	012078093	8/20/2013	8/20/2023
59.	United States of America	NITRO 27	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	74/602,803	11/25/1994	2,041,087	2/25/1997	2/25/2027
60.	United States of America	NITRO MAG	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	73/139,082	8/29/1977	1,086,881	3/7/1978	3/7/2028
61.	United States of America	NITRO PHEASANT	RA Brands, L.L.C.	Registered	20 Int.	Ammunition	77/195,129	6/1/2007	3,397,580	3/18/2008	3/18/2028
62.	United States of America	NITRO TURKEY	RA Brands, L.L.C.	Registered	20 Int.	Ammunition	77/195,123	6/1/2007	3,397,579	3/18/2008	3/18/2028
63.	United States of America	NITRO-STEEL	RA Brands, L.L.C.	Registered	20 Int.	Ammunition	77/195,128	6/1/2007	3,365,502	1/8/2008	1/8/2028
64.	Australia	PETERS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1056190	5/19/2005	1056190	1/9/2006	5/19/2025
65.	Canada	PETERS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1,252,798	3/30/2005	TMA711,662	4/11/2008	4/11/2023
66.	European Union (Community)	PETERS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	4367868	4/1/2005	4367868	4/1/2005	4/1/2025
67.	Germany	PETERS	RA Brands, L.L.C.	Registered	13 Int.	Firearms, ammunition and projectiles as well as their parts, explosives	R43451/13	8/23/1995	1093458	10/14/1995	8/31/2025
68.	Mexico	PETERS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	709781	4/1/2005	952523	9/15/2006	4/1/2025
69.	United States of America	PETERS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, particularly metallic cartridges, empty metallic shells, cartridges	71/361,113	1/24/1995	324,506	5/21/1995	5/21/2025
70.	United States of America	PETERS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	78/493,022	10/1/2004	3,020,566	11/29/2005	11/29/2025
71.	United States of America	PETERS (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Cartridges	71/014,212	11/2/1930	60,728	2/19/1987	2/19/2027
72.	Canada	POWER LEVEL	RA Brands, L.L.C.	Registered	13 Int.	Small arms ammunition	1,337,448	2/21/2007	TMA736,422	3/17/2009	3/17/2024
73.	Australia	POWER PISTON	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, namely, wad columns for shotshells	IR1310272	5/26/2016	1798271	5/26/2016	5/26/2026
74.	Australia	POWER PISTON	RA Brands, L.L.C.	No Maintenance	13 Int.	Ammunition and components thereof	Unknown	6/27/1966	203107	6/27/1987	6/27/2021
75.	Canada	POWER PISTON	RA Brands, L.L.C.	Registered	13 Nat.	Shotshells containing wad columns and wad columns sold as components	Unknown	6/22/1966	TMA154692	12/22/1997	12/22/2027
76.	European Union (Community)	POWER PISTON	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, namely, wad columns for shotshells	A0059179	5/26/2016	IR1310272	5/26/2016	5/26/2026
77.	Int'l Registration - Madrid Protocol Only	POWER PISTON	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, namely, wad columns for shotshells	A0059179	5/26/2016	IR1310272	5/26/2016	5/26/2026
78.	Norway	POWER PISTON	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, namely, wad columns for shotshells	A0059179	5/26/2016	IR1310272	5/26/2016	5/26/2026
79.	Switzerland	POWER PISTON	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, namely, wad columns for shotshells	A0059179	5/26/2016	IR1310272	5/26/2016	5/26/2026
80.	United Kingdom	POWER PISTON	RA Brands, L.L.C.	No Maintenance	13 Int.	Ammunition	Unknown	6/22/1987	896507	6/28/1987	6/28/2021
81.	United States of America	POWER PISTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Ammunition - namely, wad columns for shotshells	72/208,850	12/24/1964	799,017	11/23/1965	11/23/2025
82.	United States of America	PREMIER	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	74/544,134	6/29/1994	1,908,366	8/1/1995	8/1/2025
83.	Canada	PREMIER CORE-LOKT ULTRA BONDED	RA Brands, L.L.C.	Registered	13 Int.	Small arms ammunition	1,291,678	2/14/2006	TMA710,896	4/3/2008	4/3/2023
84.	European Union (Community)	PREMIER CORE-LOKT ULTRA BONDED	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating for use in connection with firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases	4954871	3/13/2006	4954871	1/30/2008	3/13/2026

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
						adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms					
85.	United States of America	R (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Air guns, namely, BB guns and pellet guns and ammunition therefor	86/201,803	2/24/2014	4,827,872	10/6/2015	10/6/2025
86.	United States of America	R (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition, namely, shotguns, rifles, metallic cartridges, shotshells, caps	74/626,499	1/27/1995	2,061,907	5/13/1997	5/13/2027
87.	European Union (Community)	R DEFENSE Logo	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms	11790409	5/3/2013	11790409	5/3/2013	5/3/2023
88.	African Intellectual Property Organization (OAPI)	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms - namely, military and sporting rifles; shotguns, pistols, air rifles and parts thereof; and ammunition-namely, metallic cartridges, metallic shot shells, paper shotshells, empty metallic and paper shells, blank cartridges, caps, primers, wads shot and bullets	65849	1/30/1956	15821	1/30/1976	1/30/2026
89.	Australia	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	A65782	4/11/1935	65782	4/11/1991	4/11/2025
90.	Austria	REMINGTON	RA Brands, L.L.C.	Registered	00 Int., 08 Int., 13 Int.	Cutlery, tools, scythes, sickles and cutting, slashing and stabbing weapons, powder actuated tools; Firearms, particularly military and sporting rifles, shotguns, industrial guns and parts thereof; ammunition; Machines, machine parts, driving belts flexible pipes; coin- freed	Unknown	7/29/1999	41764	7/29/1989	5/20/2029
91.	Benelux	REMINGTON	RA Brands, L.L.C.	Registered	04 Int., 13 Int.	Lubricants, particularly gun oils and bullet lubricants; Firearms, particularly military and sporting rifles, shotguns, pistols, industrial guns and gun implements and parts and accessories thereof, and ammunition, particularly metallic cartridges, metallic shot shells, paper shot shells, industrial gun shells, empty metallic and paper shells, blank cartridges, caps, primers, wads, shot and bullets, and power cartridges for powder actuated tools and devices	25884	12/24/1990	99281	12/24/1990	12/24/2020
92.	Brazil	REMINGTON	RA Brands, L.L.C.	Registered	13 Nat.	Firearms and ammunition	816093091	3/6/1991	816093091	7/4/1995	7/4/2025
93.	Brazil	REMINGTON	RA Brands, L.L.C.	Registered	13 Nat.	Firearms and ammunition	3360580	10/21/1986	3360580	10/21/1956	10/21/2026
94.	Canada	REMINGTON	RA Brands, L.L.C.	Registered	13 Nat.	Rifles, shotguns, pistols, cartridges, cartridge shells, shot gun cartridges, paper shot shells, powders, wads, percussion caps, primers, bullets and shot	80,998	7/12/1995	TMDA020942	7/12/1995	7/12/2025
95.	Caribbean Netherlands(Bonai re, St Eustatius, Saba)	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	1085	6/13/2011	1085	6/13/2011	6/13/2021
96.	Colombia	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition accessories, ammunition, cartridge cases, blank cartridges, caps, primers and powder actuated tools	294.384	10/13/1993	105.703	11/2/1993	11/2/2023
97.	Colombia	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms, ammunition, projectiles, explosive Substances, fireworks	337822	3/11/1991	2640	3/28/1991	3/28/2021
98.	Costa Rica	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	2006-0007739	8/24/2006	168404	6/12/2007	6/12/2027
99.	Curacao	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	D110217	6/13/2011	15357	6/13/2011	6/13/2021
100.	Czech Republic	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	97847	1/1/1995	190834	5/21/1996	3/1/2025
101.	Denmark	REMINGTON	RA Brands, LLC	Registered	07 Int., 13 Int.	Power driven machine tools; firearms and parts thereof; ammunition	01/223/1959	4/20/1959	VG 1962 00168	10/27/1992	10/27/2022
102.	European Union (Community)	REMINGTON	RA Brands, L.L.C.	Registered	13 Nat.	Firearms and ammunition	64634	4/1/1996	64634	3/10/1998	4/1/2026
103.	France	REMINGTON	RA Brands, L.L.C.	Registered	01 Int., 04 Int., 06 Int., 07 Int., 08 Int., 13 Int., 17 Int., 22 Int., 25 Int., 28 Int., 37 Int., 40 Int.	Chemicals used in industry science & photography as well as in agriculture, horticulture & forestry; unprocessed artificial resins; unprocessed plastics; manures; fire extinguishing compositions; tempering & soldering preparations, etc.; Industrial oils & greases; lubricants; dust absorbing, wetting & binding compositions fuels (including motor spirit) & illuminants; candles wicks; Common metals & their alloys; metal building materials; transportation buildings of metal; materials of metal for railway tracks; non-electric cables & wires of common metal ironmongery small items of metal hardware; pipes & tubes of metal; safes; goods of common metal not included etc.; Machines & Machine tools; motors (except for land vehicles); machine coupling & belting (except for land vehicles); agricultural implements; incubators for eggs; Hand tools and implements (hand operated);	934,346	6/15/1988	1471368	6/15/1998	6/30/2028

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
					Int., 42 Int.	cutlery; side arms; razors ; Firearms; ammunition & projectiles; explosives; fireworks ; Rubber gutta-percha gum asbestos mica & goods made from these materials & not included in other classes; plastics in extruded form for use in manufacture; packing stoping & insulating materials flexible pipes not of metal ; Ropes string nets tents awnings tarpaulins sails sacks & bags (not included in other classes); padding & stuffing materials (except of rubber or plastics); raw fibrous textile materials ; Clothing footwear headgear ; Games & playthings; gymnastic & sporting articles not included in other classes; decorations for Christmas trees ; Construction & repair ; Material treatment ; Miscellaneous					
104.	France	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms, ammunition and projectiles; explosive substances; fireworks	650290	12/31/1992	1223308	12/31/1992	12/31/2022
105.	Germany	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms, military and sporting rifles, shotguns, pistols, industrial guns and parts thereof; explosives, inflammables, fireworks, projectiles and munitions, ammunition, metallic cartridges and shot shells; empty metallic cartridges and paper shells; blank cartridges, cartridge cases, caps, primers, wads, shot bullets and powder cartridges for power	R29652/13Wz	1/12/1973	928,260	1/12/1993	1/31/2023
106.	Germany	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Shot guns, pistols, accessories for hand firearms, metallic cartridges, metallic shotshells, shot shells of paper and cardboard, cartridge covers consisting of metal or paper explosion cartridges, ignition caps, percussion caps, cartridge wads and bullets	R31979	6/26/1995	348084	7/1/1995	6/30/2025
107.	Germany	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms, particularly, military and sporting rifles, shotguns, industrial guns and parts thereof; ammunition	R25751/13Wz	7/8/1969	869020	7/31/1999	7/31/2029
108.	Greece	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms, ammunition	14253	7/31/1945	14337	7/31/1985	7/31/2025
109.	Greece	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and firearm accessories, military and sporting rifles, shotguns, pistols, industrial guns and parts thereof; explosives, inflammables, matches, fireworks projectiles and munitions, ammunition, metallic cartridges and shotshells; empty metallic shells	49834	2/5/1973	49834	2/5/1993	2/5/2023
110.	Guatemala	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	Unknown	8/14/1990	12409	10/24/1990	10/23/2020
111.	Israel	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and parts thereof; ammunition	Unknown	5/13/1994	17800	6/24/1994	6/23/2022
112.	Italy	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	659603 (Prev.Reg.)	5/28/1993	1049345	10/3/1995	3/14/2023
113.	Italy	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	RM2004C005548	10/12/1994	1097635	10/16/1996	10/12/2024
114.	Jamaica	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	Unknown	4/8/1982	8554	5/15/1996	5/15/2030
115.	Japan	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Shotguns, pistols, revolvers, rifles, and other guns, accessories of gun; cartridges for all kinds of guns; components thereof (except torpedos)	719307/92	6/21/1992	416557	3/26/1992	9/26/2022
116.	Korea, Republic of	REMINGTON	RA Brands, L.L.C.	Registered	13 Int., 20 Int.	Airgun, hunting gun, rifle, machine gun, pistol, cannon, anti-aircraft gun, trvoiless gun, mortar, heavy machine-gun, gun barrel, safety lock, gun sight, cannon barrel, cannon stand, gun support, case shot, air gun bullet, hunting gun bullet, bullet, machine-gun bullet, cannon ball, cartridge, smokeless powder, black powder, gun-cotton, dynamite, ammonium nitrate explosive, carlit, initial explosive, liquid explosive, fuse, percussion cap, powder train, powder case, cartridge box, hand-grenade, landmine, depth charge, mine, torpedo, bomb, rocket bomb, guided missile, flare bomb, incendiary bomb, smoke shell, gas shell and bengal flame; Gun stand	40-1961-220	3/21/1961	40-5564	5/9/1961	5/9/2021
117.	Malaysia	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and firearm accessories, military and sporting rifles, shotguns, pistols, revolvers, and parts thereof industrial guns and parts thereof, explosives, inflammables, projectiles and munitions, ammunition, cartridge cases, blank cartridges, caps, primer cartridges, caps, primers,	M/85845	3/25/1980	M/85845	3/25/1980	3/25/2021
118.	Mexico	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms, particularly military and sporting rifles, shotguns and pistols and implements and accessories for guns rifles, and shotguns; ammunition, particularly metallic cartridges, metallic shotshells, paper shotshells, empty metallic and paper shells, blank paper shells, blank	Unknown	10/12/1991	20059	10/12/1991	10/12/2021
119.	Mexico	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms, ammunition	Unknown	2/25/1983	291554	2/25/1993	2/25/2023
120.	New Zealand	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and firearms accessories in this class, rifles, shotguns and parts thereof, industrial guns and parts thereof in the this class, explosives, projectiles and munitions, ammunition, cartridge cases, blank cartridges, primers wads and shot pellets	131933	3/27/1987	131933	3/27/1987	3/27/2025
121.	Norway	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms - namely, military and sporting rifles; shotguns, pistols, air rifles and parts thereof; and ammunition-namely, metallic cartridges, metallic shot shells, paper shotshells , empty metallic and paper shells, blank cartridges, caps, primers, wads shot and bullets	862866	7/16/1986	132892	8/4/1998	8/4/2028

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appl. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
122.	Paraguay	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	Unknown	9/24/1990	343409	11/29/1990	9/24/2020
123.	Paraguay	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition & Projectiles; explosives; fireworks	Unknown	6/25/1985	280055	6/25/1995	6/25/2025
124.	Peru	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	416212	3/11/2001	76920-2001	12/10/2001	12/10/2021
125.	Russian Federation	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and missiles; explosives; fireworks	95701115	2/2/1995	142128	5/17/1996	2/2/2025
126.	Slovakia	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	924-95	4/4/1995	181110	6/16/1998	4/4/2025
127.	St. Maarten	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	SD-11114	6/13/2011	13679	6/13/2011	6/13/2021
128.	Sweden	REMINGTON	RA Brands, L.L.C.	Registered	07 Int., 08 Int., 13 Int.	Machines and machine tools; motors (except for land vehicles); machine coupling and belting (except for land vehicles); agricultural implements; incubators for eggs; Hand tools and implements (hand operated); cutlery; side arms; razors; Firearms; ammunition and projectiles;	82-3303	1/22/1992	183624	10/15/1992	10/15/2022
129.	Switzerland	REMINGTON	RA Brands, L.L.C.	Registered	07 Int., 08 Int., 13 Int.	Power actuated tools particularly arranged to drive or propel a driving, penetrating, or other element by the explosion of a propellant charge, driving and driven elements for use in and parts of and accessories for such tools, fastening devices, studs, pins and bolts adapted to be driven by such tools, captive piston tools adapted for stunning animals, and captive piston tools for performing various mechanical operations; hand manipulated portable power tools driven by electric pneumatic or gasoline engine power, including specifically chain saws, polishers, buffers, sanders, routers, grinders, screwdrivers, planes, impact wrenches, augers, concrete vibrators, concrete surfaces, generators, pumps, trowels, earth borers, flexible shafts, spindles, and accessories and attachments for such tools ; Power actuated tools particularly arranged to drive or propel a driving, penetrating, or other element by the explosion of a propellant charge, driving and driven elements for use in and parts of and accessories for such tools, fastening devices, studs, pins and bolts adapted to be driven by such tools, captive piston tools adapted for stunning animals, and captive piston tools for performing various mechanical operations; hand manipulated portable power tools driven by electric pneumatic or gasoline engine power, including specifically chain saws, polishers, buffers, sanders, routers, grinders, screwdrivers, planes, impact wrenches, augers, concrete vibrators, concrete surfaces, generators, pumps, trowels, earth borers, flexible shafts, spindles, and accessories and attachments for such tools ; Firearms, particularly military and sporting rifles, shotguns, industrial guns, and parts thereof, and ammunition, particularly metallic cartridges, metallic shot shells, paper shot shells, industrial gun shells, empty metallic and paper shells, blank cartridges, caps, primers, wads, shot, bullets, and power cartridges for power actuated tools and devices	Unknown	5/12/1959	300058	4/10/1999	4/10/2029
130.	Turkey	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Shotguns, pistols, battle guns, firearms and accessories, metal cartridges, hunting shots with metal cartridges, hunting shots with paper cartridges, empty metal or paper shot cartridges, dummies, percussion caps, fuses, primers and projectiles	Unknown	12/8/1991	131225	12/8/1991	12/8/2021
131.	United States of America	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition - namely, shotguns and parts thereof, rifles and parts thereof, metallic cartridges, shotshells, empty metallic shells, empty shotshells, blank cartridges, caps, primers, wads and bullets	72/113,138	2/6/1981	745,041	2/12/1983	2/12/2023
132.	United States of America	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Air guns, namely, BB guns and pellet guns; and ammunition therefor	78/203,505	1/15/2003	2,872,763	8/10/2004	8/10/2024
133.	Uruguay	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	339.739 (Prev.Reg)	5/6/1992	435.651	7/5/2002	5/6/2022
134.	Venezuela	REMINGTON	RA Brands, L.L.C.	Registered	09 Int.	Firearms, particularly military and hunting rifles, hunting shotguns, revolver and pistols, utensils, implements and accessories, implements for shot guns, ammunition, particularly metallic cartridges, metallic shotshells, paper shotshells, empty metallic and paper shells, blank	Unknown	4/8/1986	F012841	4/8/1986	4/8/2026
135.	Venezuela	REMINGTON	RA Brands, L.L.C.	Registered	13 Int.	Firearms, ammunition	Unknown	6/8/1994	F020914	6/8/1994	6/8/2029
136.	Chile	REMINGTON & Ball Device	RA Brands, L.L.C.	Registered	13 Int.	Arms of all kinds and explosive substances; destructive apparatus and substances of war; ammunition and shells; armors; plates, shields and personal shelters against cutting weapons; projectiles and all other destruction means; pyrotechnic products, accessories and apparatus for target shooting; firearms and its parts and pieces	606867 (Prior Reg)	3/8/1991	940246	10/31/2001	10/31/2021
137.	Pakistan	REMINGTON (Ball Design)	RA Brands, L.L.C.	Registered	13 Int.	Design - firearms, ammunition	Unknown	11/3/1959	31733	11/3/1996	11/3/2011
138.	Austria	REMINGTON (Script)	RA Brands, L.L.C.	Registered	13 Int.	Firearms, ammunition and projectiles; explosive substances; fireworks	Unknown	4/30/1993	74207	4/30/1993	4/30/2023
139.	Argentina	REMINGTON (Stylized and Underlined)	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosive substances; fireworks	1911191 (Prev.Reg.)	3/5/1984	2.693.910	7/19/2004	7/19/2024
140.	Benelux	REMINGTON (Stylized and Underlined)	RA Brands, L.L.C.	Registered	04 Int., 07 Int., 08	Lubricants, in particular gun oils and bullet lubricants; Powered chain saws (gasoline, pneumatic or electric), concrete rubbing machines, concrete vibrators,	25649	12/23/1991	98651	12/23/1991	12/23/2021

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
					Int., 13 Int.	power trailers, concrete screeds, cut off saws and sail grinders, drills, screwdrivers, put setters, impact wrenches, grinders, sanders and circular saws, terrazzo grinders, flexible shaft grinders, sanders, polishers, brushes, parts, accessories and attachments for the aforesaid tools including chain saw guide bars, chain saw sprockets, saw chains, flexible shafts, spindles and electric motors but not included wheels, blades, discs and similar devices which are abrasive coated; powder actuated stud drivers, hole punchers, livestock stunning tools and 8 gauge industrial kiln guns, their parts, accessories and devices including studs, pins and mechanically held expansion bolts (not included in other classes); Hand manipulated chain saws, concrete vibrators, power trailers, concrete screeds, cut off saws and sail grinders, drills, screwdrivers, put setters, impact wrenches, grinders, sanders and circular saws, terrazzo grinders, flexible shaft grinders, sanders, polishers, brushes, parts, accessories and attachments for the aforesaid tools including chain saw guide bars, chain saw sprockets, saw chains, flexible shafts, spindles and electric motors but not included wheels, blades, discs and similar devices which are abrasive coated., powder actuated stud drivers, hole punchers, livestock stunning tools and 8 gauge industrial kiln guns, their parts, accessories and devices including studs, pins and mechanically held expansion bolts (not included in other classes); Firearms, in particular military and sporting rifles, shotguns, pistols, industrial guns and gun implements, parts and accessories therefor; ammunition, particularly metallic cartridges, metallic shot shells, paper shot shells, industrial gun shells, empty metallic and paper shells, blank cartridges; caps, primers, wads, shot, bullets and power cartridges for powder actuated devices					
141.	Chile	REMINGTON (Stylized and Underlined)	RA Brands, L.L.C.	Registered	13 Int.	Firearms of all kind, parts thereof and accessories thereto, ammunitions and cartridges; wads and apparatus for charging, cleaning and keeping up arms	561.620 (Prior Reg.)	9/12/1989	882.915	1/11/1990	2/15/2030
142.	United Kingdom	REMINGTON (Stylized and Underlined)	RA Brands, L.L.C.	Registered	13 Int.	Firearms and parts thereof and ammunition	747428	10/27/1990	747428	10/27/1990	10/27/2024
143.	United States of America	REMINGTON (Stylized and Underlined)	RA Brands, L.L.C.	Registered	13 Int.	Firearms, particularly military and sporting rifles, shotguns, pistols, and parts thereof, metallic cartridges, empty metallic shells, blank cartridges, caps, primer wads, shot, and bullets	71/192,644	2/21/1984	187,871	8/12/1984	8/12/2024
144.	Benelux	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int., 34 Int.	Firearms and firearm accessories; military and sporting rifles, shotguns, pistols, industrial guns and parts thereof, explosives, inflammables, fireworks, projectiles and munitions, ammunition, metallic cartridges and shot shells; empty metallic and paper shells; blank cartridges, cartridge cases, caps, primers, wads, shot bullets, and powder cartridges for power activated tools ; Matches	31924	1/18/1993	315804	1/18/1993	1/18/2023
145.	Chile	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms and projectiles, ammunition, explosives, fireworks	672.128 (Prev.Reg.)	1/29/1993	1041951	8/28/2003	8/28/2023
146.	Denmark	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms, particularly military and sporting rifles, shotguns, industrial guns and parts thereof, ammunitions, particularly ordinary gun cartridges, shotgun cartridges, industrial cartridges, cartridge cases of metal and paper, loose cartridges for power activated tools	00187/1973	1/15/1973	VR 1974 01985	6/21/1994	6/21/2024
147.	Denmark	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition, namely, shotguns and parts thereof, rifles and parts thereof	1767/1975	4/30/1975	VR 1975 04394	8/17/1995	10/24/2025
148.	Pakistan	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms including rifles, shotguns, pistols, industrial guns and parts thereof, ammunition including loaded cartridges, empty cartridge cases, caps, primers, wads, projectiles shot pellets, and other components, and blank cartridges	Unknown	4/29/1988	74150	4/29/1988	4/29/2028
149.	Panama	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	Unknown	8/5/1985	8882	8/5/1985	8/5/2025
150.	South Africa	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	Unknown	3/21/1987	296/21	3/21/1997	3/21/2027
151.	Switzerland	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosive substances; fireworks	740/19932	1/29/1993	P-408,457	1/29/1993	1/29/2023
152.	Taiwan	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition	85024857	5/23/1996	734414	11/1/1996	10/31/2026
153.	United Kingdom	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms and parts thereof included in Class 13, and ammunition	1005010	1/19/1994	1005010	1/19/1994	1/19/2028
154.	United States of America	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition - namely, shotguns and parts thereof rifles and parts thereof, metallic cartridges, shotshells, empty metallic shells, empty shotshells, blank cartridges, caps, primers, wads, and bullets	73/036,608	11/15/1995	1,027,328	12/16/1995	12/16/2025
155.	United States of America	REMINGTON (Stylized)	RA Brands, L.L.C.	Registered	13 Int.	Air guns, namely, BB guns and pellet guns; and ammunition therefor	78/203,503	1/15/2003	2,872,762	8/10/2004	8/10/2024
156.	Canada	REMINGTON HTP HIGH TERMINAL PERFORMANCE	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1,621,685	3/22/2013	TMA936,742	5/4/2016	5/4/2031
157.	European Union (Community)	REMINGTON HTP HIGH TERMINAL PERFORMANCE	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; large calibre	11681012	3/22/2013	11681012	8/1/2013	3/22/2023

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
						ammunition; medium calibre ammunition; small calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms					
158.	Mexico	REMINGTON HTP HIGH TERMINAL PERFORMANCE	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1359750	3/22/2013	1376580	6/2/2013	3/22/2023
159.	United States of America	REMINGTON HTP HIGH TERMINAL PERFORMANCE	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	85/736,670	9/24/2012	4,735,668	5/12/2015	5/12/2025
160.	European Union (Community)	REMINGTON HYPERSONIC	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; component of firearms, namely, a gas operating system; parts and fittings for firearms	11696201	3/27/2013	11696201	3/27/2013	3/27/2023
161.	Singapore	REMINGTON in Circle & Underlined	RA Brands, L.L.C.	Registered	13 Int.	Firearm and parts thereof included in Class 13; and ammunition	Unknown	7/2/1959	T5925174H	7/2/1980	7/2/2024
162.	European Union (Community)	REMINGTON UMC	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms	8282329	5/6/2009	8282329	10/21/2009	5/6/2029
163.	European Union (Community)	REMINGTON UMC and Design	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms	8282361	5/6/2009	8282361	10/21/2009	5/6/2029
164.	Benelux	REMINGTON UMC and Red Ball Design	RA Brands, L.L.C.	Registered	13 Int.	Firearms and ammunition, war and sporting rifles, shotguns, pistols, metallic shot shells, paper shot shells, empty metallic and paper shells, blank cartridges; caps, wads and bullets	25891	12/24/1991	99287	12/24/1991	12/24/2021
165.	Canada	REMINGTON UMC and Red Ball Design	RA Brands, L.L.C.	Registered	13 Nat.	Firearms and ammunition	73425	9/1/1991	TMDA16221	9/1/1991	9/1/2021
166.	United States of America	R-P (Stylized and Design)	RA Brands, L.L.C.	Registered	13 Int.	Ammunition - namely, metallic cartridges, empty metallic cartridges and blank cartridges	73/036,812	11/11/1974	1,032,208	2/3/1996	2/3/2026

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
167.	Canada	SHUR SHOT	RA Brands, L.L.C.	Registered	13 Nat.	Ammunition particularly fixed ammunition for small arms and components thereof	647,553	12/20/1989	TMA386,597	7/12/1991	7/12/2021
168.	France	SHUR SHOT	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosive substances; fireworks	934,345	6/15/1988	1471367	6/15/1998	6/15/2028
169.	United States of America	SHUR SHOT	RA Brands, L.L.C.	Registered	13 Int.	Ammunitions-particularly fixed ammunition for small arms and components thereof	71/534,053	9/10/1947	514,027	8/23/1949	8/23/2029
170.	United States of America	SLUGGER	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	73/375,132	7/19/1982	1,290,918	8/21/1984	8/21/2024
171.	United States of America	SPORTSMAN	RA Brands, L.L.C.	Registered	20 Int.	Ammunition	77/195,090	6/1/2007	3,365,500	1/8/2008	1/8/2028
172.	United States of America	STS	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	75/086,416	4/10/1996	2,047,639	3/25/1997	3/25/2027
173.	European Union (Community)	SUPER CELL	RA Brands, L.L.C.	Registered	13 Int.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; recoil pads; parts and fittings for firearms	011787991	5/2/2013	011787991	5/2/2013	5/2/2023
174.	European Union (Community)	SUPER SLUG (Stylized)	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms	8347239	6/8/2009	8347239	12/24/2009	6/8/2029
175.	United States of America	TAC 8	RA Brands, L.L.C.	Registered	13 Int.	Shotgun ammunition, buckshot ammunition, loaded ammunition	78/170,963	10/4/2002	2,843,948	5/18/2004	5/18/2024
176.	United States of America	THUNDERBOLT	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	73/156,359	1/24/1978	1,133,079	4/15/1980	4/15/2030
177.	United States of America	TYRANT	RA Brands, L.L.C.	Registered	13 Int.	Air guns, namely, BB guns and pellet guns and ammunition therefor	86/294,414	5/29/2014	4,783,164	7/28/2015	7/28/2025
178.	United States of America	U.M.C.	RA Brands, L.L.C.	Registered	13 Int.	Gun and pistol cartridges	71/010,814	7/26/1905	49,616	2/13/1906	2/13/2026
179.	Canada	ULTRA BONDED	RA Brands, L.L.C.	Registered	13 Int.	Small arms ammunition	1,291,679	2/14/2006	TMA710,596	4/1/2008	4/1/2023
180.	United States of America	ULTRA BONDED	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	78/717,164	9/21/2005	3,188,363	12/19/2006	12/19/2026
181.	European Union (Community)	ULTRA MAG	RA Brands, L.L.C.	Registered	02 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating for use in connection with firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms	7415466	11/24/2008	7415466	11/10/2009	11/24/2028
182.	United States of America	ULTRA MAG	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	77/339,780	11/29/2007	3,927,230	3/8/2011	3/8/2021
183.	United States of America	UMC	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	74/543,592	6/29/1994	1,907,281	7/25/1995	7/25/2025
184.	United States of	UML	RA Brands, L.L.C.	Registered	13 Int.	Ammunition; muzzleloader ammunition	86/296,388	5/30/2014	5,256,597	8/1/2017	8/1/2027

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
185.	America European Union (Community)	VERSAMAX	RA Brands, L.L.C.	Registered	2 Int., 4 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; sighting telescopes for firearms; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms	008615411	10/14/2009	008615411	10/14/2009	10/14/2029
186.	European Union (Community)	VERSASPORT	RA Brands, L.L.C.	Registered	2 Int., 4 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Ammunition; firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; component of firearms, namely, a gas operating system; parts and fittings for firearms	009344896	8/31/2010	00934486	2/10/2011	8/31/2020
187.	European Union (Community)	VETERAN	Remington Arms Company, LLC	Registered	13 Int.	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; large calibre ammunition; medium calibre ammunition; small calibre ammunition; pellets; bullets; rockets; shells (projectiles); fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; accessories for firearms, namely grips for pistols; parts and fittings for firearms	11606399	2/26/2013	11606399	2/26/2013	2/26/2023
188.	United States of America	VIPER	RA Brands, L.L.C.	Registered	13 Int.	Ammunition, namely, metallic cartridges	74/237,737	1/15/1992	1,786,679	8/10/1993	8/10/2023
189.	Canada	WHITETAIL PRO	RA Brands, L.L.C.	Registered	13 Int.	Small arms ammunition	1,330,600	1/2/2007	TMA747,700	9/15/2009	9/15/2024
190.	United States of America	WHITETAIL PRO	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	78/804,916	2/1/2006	3,390,008	2/26/2008	2/26/2028
191.	European Union (Community)	WINGMASTER	RA Brands, L.L.C.	Registered	08 Int., 13 Int.	Hand tools and implements (hand-operated); cutlery; side arms; razors; knives; bayonets; utility knife sheaths; knife sharpeners; cutlery, namely, hunting knives and pocket knives; multi-function hand tool for hunters comprised of knives and one or more of shears, gut hooks, saws, wrenches, screwdrivers, rulers, and lights; Firearms; ammunition; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; sighting telescopes for firearms; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms	8134413	3/3/2009	8134413	3/16/2010	3/3/2029

No.	Country	Trademark	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
192.	Canada	XELERATOR	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	1,488,423	7/2/2010	TMA830,846	8/29/2012	8/29/2027
193.	European Union (Community)	XELERATOR	RA Brands, L.L.C.	Registered	02 Int., 04 Int., 13 Int.	Paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder for painters, decorators, printers and artists; coatings; preservatives; protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms ; Lubricants, gun lubricants and lubricants for bullets; gas for firearms; Ammunition; firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; medium calibre ammunition; pellets; bullets; rockets; shells; fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; parts and fittings for firearms	9222589	7/5/2010	9222589	11/25/2010	7/5/2030
194.	United States of America	YELLOW JACKET	RA Brands, L.L.C.	Registered	13 Int.	Ammunition	73/214,488	5/7/1979	1,177,128	11/10/1981	11/10/2021

Patents and Patent Applications**UNITED STATES PATENTS:**

No.	Title	Patent Number	Issue Date	Application Number	Application Date
1.	Firearm bullet	USD802705S1	2017-11-14	29/528,380	2015-05-28
2.	Firearm bullet	USD800246S1	2017-10-17	29/528,430	2015-05-28
3.	Firearm bullet	USD800245S1	2017-10-17	29/527,745	2015-05-21
4.	Firearm bullet	USD800244S1	2017-10-17	29/527,732	2015-05-21
5.	Firearm bullet	USD791266S1	2017-07-04	29/528,438	2015-05-28
6.	Firearm bullet and portions of a firearm cartridge	USD791265S1	2017-07-04	29/528,405	2015-05-28
7.	Firearm bullet and portions of a firearm cartridge	USD791264S1	2017-07-04	29/527,735	2015-05-21

EXECUTION VERSION

No.	Title	Patent Number	Issue Date	Application Number	Application Date
8.	Firearm bullet	USD735289S1	2015-07-28	29/462,556	2013-08-06
9.	Firearm bullet	USD734419S1	2015-07-14	29/462,561	2013-08-06
10.	Firearm bullet	USD733835S1	2015-07-07	29/462,558	2013-08-06
11.	Firearm bullet	USD733834S1	2015-07-07	29/462,552	2013-08-06
12.	Firearm bullet	USD733837S1	2015-07-07	29/462,563	2013-08-06
13.	Firearm bullet	USD733836S1	2015-07-07	29/462,559	2013-08-06
14.	Firearm bullet and portion of firearm cartridge	USD733252S1	2015-06-30	29/462,555	2013-08-06
15.	Shot cup wad	US9778002B2	2017-10-03	14/570,369	2014-12-15

EXECUTION VERSION

No.	Title	Patent Number	Issue Date	Application Number	Application Date
16.	Projectile and mold to cast projectile	US9534876B2	2017-01-03	14/289,354	2014-05-28
17.	Multiple projectile fixed cartridge	US9506731B2	2016-11-29	13/815,670	2013-03-14
18.	Wad with ignition chamber	US9500453B2	2016-11-22	14/455,673	2014-08-08
19.	Wad with ignition chamber	US8800449B2	2014-08-12	13/548,464	2012-07-13
20.	Wad with ignition chamber	US8220393B2	2012-07-17	12/606,447	2009-10-27
21.	Reduced friction expanding bullet with improved core retention feature and method of manufacturing the bullet	US9188414B2	2015-11-17	13/768,424	2013-02-15
22.	Tipped projectiles	US9052174B2	2015-06-09	12/199,306	2008-08-27
23.	Priming mixtures for small arms	US8784583B2	2014-07-22	10/764,246	2004-01-23

EXECUTION VERSION

No.	Title	Patent Number	Issue Date	Application Number	Application Date
24.	Bismuth oxide primer composition	US8128766B2	2012-03-06	11/087,274	2005-03-23
25.	Lead attached sabot slug	US8261667B2	2012-09-11	11/669,595	2007-01-31
26.	Electric Primer	6,131,515	2000-10-17	08/988,898	1997-12-11
27.	Non-Toxic Primer Mix	6,478,903	2002-11-12	09/680,803	2000-10-06
28.	Conductive Primer Mix (Ra-0272)	5,646,367	1997-07-08	08/609,294	1996-03-01
29.	Solid Copper Hollow Point Bullet	5,811,723	1998-09-22	08/869,690	1997-06-05
30.	Lead-Free Primer Mix	5,684,268	1997-11-04	08/536,614	
31.	Frangible Powdered Iron Projectiles	5,917,143			

EXECUTION VERSION

No.	Title	Patent Number	Issue Date	Application Number	Application Date
32.	Frangible Powdered Iron Projectiles	6,691,623			
33.	Sabot	6,073,560			
34.	Lead Attached Sabot Slug	7,201,104			
35.	Electric Primer (Ra-0290a)	6,272,993			
36.	Electric Primer	6,487,972			
37.	Lead Free Powdered Metal Projectiles	6,892,647			
38.	Bismuth-Oxide Primer Composition	8,597,455			
39.	Bismuth Oxide Primer Composition	8,597,445			

Domain Name Registrations

None

Schedule 1.2(r)
Excluded Assets

1. Any and all of Seller's Contracts, locations and premises that Seller uses exclusively in its operations that are not included in the Business, including but not limited to any and all assets Seller uses exclusively in its Firearms Business (as defined in the IP Back-License).
2. That certain Professional Employer Agreement by and between A Plus Benefits, Inc. and BB Acquisitions Holding, LLC dated as of January 1, 2010, providing for health insurance, voluntary dental insurance, group term life insurance, voluntary life insurance, long-term disability coverage, short-term disability coverage, supplemental medical coverage, flexible spending account plan, retirement plan, flexible spending account for dependent care, and health savings account, as restated in part by that certain Multiple Employer Participation Agreement, dated as of May 5, 2016.
3. Helpside Cafeteria Plan
4. Remington Arms Company, LLC Pension and Retirement Plan
5. Remington Arms Company 401(k) Plan
6. Remington Savings and Investment Plan
7. Remington Supplemental Retirement Plan
8. Remington Outdoor Company, Inc. 2018 Equity Incentive Plan
9. Remington Arms Company, LLC Welfare Plan
10. Remington Arms Company, LLC Consumer Driven Health Plan
11. Remington Arms Company, LLC Medical Preferred Provider Plan
12. Remington Arms Company, LLC Union Medical PPO Plans – Options A, B and C
13. Remington Retiree Health and Welfare Plan
14. Any and all other pension, retirement, health, or welfare plans related to the Business
15. All Contracts that are not (i) Assumed Contracts, (ii) licenses within the scope of Acquired Intellectual Property, (iii) Purchase Orders, (iv) Customer Orders, or (v) any rights to any warranties and licenses received from manufacturers, sellers or lessors, as applicable, in connection with the Acquired Assets.

Schedule 1.3(h)
Assumed Liabilities

1. None.

Schedule 1.4(o)
Excluded Liabilities

1. None.

Schedule 1.5(a)
Estimated Cure Amount

#	Category	Relates Primarily to	Location / Function	Contract Counter Party	Services Provided	Type	Inception Date	Expiration Date	Cure Costs ⁽¹⁾
1	Ammunition	Lonoke	Federal	DHS-FLETC	Federal Contract	Contract	04/27/17	05/27/22	N/A
2	Ammunition	Lonoke	Federal	DHS-FLETC	Federal Contract	Contract	10/07/19	09/30/24	N/A
3	Ammunition	Lonoke	Federal	FRS	Federal Contract	Contract	10/07/04	01/31/21	N/A
4	Ammunition	Lonoke	Lonoke	National Machinery, LLC	Tooling and Technology	Contract	11/20/15	05/18/34	92,605

Notes:

(1) Amounts represent what has been recorded in the accounts payable ledger as of the petition date, noting that "N/A" means the Cure Cost is \$0. These figures do not include (i) future commitments under the contracts, (ii) amounts due under development agreements, (iii) future commitments under any purchase orders and (iv) goods received and not invoiced. The Debtors are continuing to review and reconcile pre-petition liabilities and cure costs; all amounts are subject material change.

Schedule 4.1(g)
Compliance with Law

1. The Arkansas Department of Environmental Quality Consent Administrative Order No. LIS-15-051 (2015) (which, by its terms, incorporates by reference the Amended Consent Administrative Order 07-078-001 (2012), the Second Amended Consent Administrative Order 07-078-002 (2012), and the Third Amendment to Consent Administrative Order 07-078-003 (2013)), issued to Remington Arms Company, LLC, as further amended by Consent Administrative Order 15-051-001 (2017) and Consent Administrative Order 15-051-002 (2018).
2. Administrative Settlement, Agreement and Order on Consent for Remedial Investigation/Feasibility Study in the matter of Chemetco, Inc. Superfund Site, Hartford, Illinois, CERCLA Docket V-W-15-C-019 (2015).
3. Notice of Violation issued by the Arkansas Department of Environmental Quality on December 13, 2019, with regard to permitted effluent limitation violations.
4. Citation and Notification of Penalty regarding inspection number 1286782 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated July 2, 2018 (Lonoke, AR).
5. Citation and Notification of Penalty regarding inspection number 1206048 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated June 6, 2017 (Lonoke, AR).

Schedule 4.1(h)
Contracts and Lease Defaults

1. None.

Schedule 4.1(i)
Material Permits

a. Environmental

<u>Site</u>	<u>Type of Permit</u>	<u>Permit/ID #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee</u>
Lonoke, AR	Above Ground Storage Tank (AST)(2-tanks)	43001626	Arkansas Department of Environmental Quality	Remington Arms Co, LLC
Lonoke, AR	Air Permit	1272-AR-13	Arkansas Department of Environmental Quality	Remington Arms Company, LLC
Lonoke, AR	Non-contact cooling water, cooling tower blowdown, and boiler blowdown general permit	ARG250000 (Permit Tracking Numbers: ARG250014 and ARG250017)	Arkansas Department of Environmental Quality	Remington Arms Company, LLC
Lonoke, AR	Hazardous Waste EPA ID	AR0000064311	Arkansas Department of Environmental Quality	Remington Arms Co, LLC
Lonoke, AR	National Pollutant Discharge Elimination System (NPDES) wastewater discharge permit	AR0001163 (renewal pending)	Arkansas Department of Environmental Quality	Remington Arms Company, LLC
Lonoke, AR	Industrial Stormwater General Permit	ARR000000 (Permit Tracking Number: ARR00A251)	Arkansas Department of Environmental Quality	Remington Arms Company, LLC

b. Special Tax Stamps and Federal Firearms Licenses

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ilion, NY	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Lonoke, AR	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of	

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Huntsville, AL			Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Sturgis, SD	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Lonoke, AR	Federal Firearms License	5-71-085-01-1M-00856	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company
Lonoke, AR	Federal Firearms License	5-71-085-06-1M-00857	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company
Lonoke, AR	Federal Firearms License	5-71-085-08-1M-00861	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company
Lenoir City, TN	Federal Firearms License	1-62-105-07-0A-07514	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Stormlake/Remington Arms
Lonoke, AR	Federal Firearms License	5-71-085-01-1M-00846	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company
Lonoke, AR	Federal Firearms License	5-AR-085-23-2E-00720	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Co LLC
Lonoke, AR	Federal Firearms License	5-AR-085-20-2D-00404	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Co LLC

c. Import/Export

<u>Business Area</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ammunition and Firearms	ITAR Registration	M23608	U.S. Dept. of State, Office of Defense Trade Controls Compliance	Remington Arms Company, LLC

EXECUTION VERSION

Ammunition and Firearms	Export License (Borchers, S.A. Warehouse Distribution Agreement)	050553995 (DA-0520-15)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC
Ammunition and Firearms	Export License (Helmut Hofmann GMBH Warehouse Distribution Agreement)	050672664 (DA-1349-18)	U.S. Dept. of State	Remington Arms Company, LLC
Ammunition and Firearms	Export License (Jaguar Gruppen A/S Warehouse Distribution Agreement)	050614380 (DA-2227-16)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC
Ammunition and Firearms	Export License (Midarms, SPRL Warehouse Distribution Agreement)	050583291 (DA-0001-16)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC
Ammunition and Firearms	Export License (Norma Precision AB Warehouse Distribution Agreement)	050698288 (DA-0788-19)	U.S. Dept. of State	Remington Arms Company, LLC
Ammunition and Firearms	Export License (Raytrade Pty Ltd. Warehouse Distribution Agreement)	050569321 (DA-1597-15)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC
		050672127 (DA-1340-18)	U.S. Dept. of State	Remington Arms Company,

Ammunition and Firearms	Export License (Raytrade UK Limited Warehouse Distribution Agreement)			LLC
Ammunition and Firearms	Export License (Sako Ltd. Warehouse Distribution Agreement)	050515421 (DA-1428-14)	U.S. Dept. of State	Remington Outdoor Company, Inc. Barnes Bullets, LLC
Ammunition and Firearms	Export License (Skenco Europe, Kft. Warehouse Distribution Agreement)	050627594 (DA-0635-17)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC
Ammunition	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202002215	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Ammunition	Annual Import Permit	PA001945/A	Natural Resources, Canada	Remington Arms Company, LLC

d. Transportation

<u>Business Area</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ammunition	Hazardous Materials Registration Number	M4180	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, LLC

Ammunition	Classification of Explosives	EX2006090046	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2007040032	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1995030142B	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, LLC
Ammunition	Classification of Explosives	EX1995030142C	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, LLC
Ammunition	Classification of Explosives	EX2014020364	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2014020395	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2014030068	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2014020383	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2014030068	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2017040261	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arm Company, LLC

Ammunition	Classification of Explosives	EX2006080485	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1994060261	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1996010062	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1996040083	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX1996110002	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Classification of Explosives	EX2000030054	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Application for Modification of Registration Number	M4180	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company
Ammunition	Hazardous Materials Registration	M5153	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Borden & Remington Corporation
Ammunition	Classification of Explosives	EX1986030168	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168A	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)

Ammunition	Classification of Explosives	EX1986030168AA	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AB	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AC	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AD	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AE	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AF	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AG	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AH	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AI	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AJ	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)

Ammunition	Classification of Explosives	EX1986030168AK	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AL	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AM	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AN	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AO	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AP	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AQ	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AR	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AS	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Classification of Explosives	EX1986030168AT	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)

Ammunition	Classification of Explosives	EX1986030168AU	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	RACI Acquisition Corp (renamed Remington Arms)
Ammunition	Application for party status	DOT-SP 20973	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company
Ammunition	Hazardous Materials Certificate of Registration	082420550003AC	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Co LLC
Ammunition	Special Permit	DOT-SP 8451	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, LLC
Ammunition	Special Permit	DT-SP 14249	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Remington Arms Company, Inc.
Ammunition	Authorization under the Explosives Act	XP2050-M048-200316009	Natural Resources, Canada	Marlin Firearms
Ammunition	Authorization under the Explosives Act	XP2050-M048-200316002	Natural Resources, Canada	Marlin Firearms
Ammunition	Authorization under the Explosives Act	XP2050-M048-200316004	Natural Resources, Canada	Marlin Firearms
Ammunition	Authorization under the Explosives Act	XP2050-M048-200316001	Natural Resources, Canada	Marlin Firearms
Ammunition	Authorization under the Explosives Act	XP2050-M048-200316003	Natural Resources, Canada	Marlin Firearms

Schedule 11.5
Brokers and Finders

1. Ducera Partners.

Schedule 12.1(a)
Business Name



REM
REM ALL IN
REM DRI
REMINGTON

Remington
Remington

REMINGTON COUNTRY
REMINGTON COUNTRY (design)
REMINGTON HTP HIGH TERMINAL PERFORMANCE
REMINGTON UMC
REMINGTON HYPERSONIC



R-P



RP

Remington

and all stylizations, variations, derivatives, abbreviations, transliterations, translations, registrations and applications for the above-listed trademarks, including but not limited to those set forth on Schedule 1.1(i).

Schedule 12.1(b)
Brand Names

ACCUTIP

ARMORLOKT

BLACK BELT

BUCKHAMMER

BULLET



[the outline of a bullet]

[the color green as applied to top half of packaging of ammunition]

[the color dark green as applied to entire casing of shotshells]

CBEE22

COPPER SOLID

COPPER-LOKT

CORE-LOKT

CYCLONE

DISINTEGRATOR

DROP-DEAD BETTER

DUPLEX

ETRONX

EXPRESS GOLDEN

GOLDEN SABER

GUN CLUB

HI-SPEED

HOG HAMMER

HYPERSONIC

HYPERSONIC STEEL

KLEANBORE

MANAGED-RECOIL

MATCH

NITRO

NITRO 27

NITRO MAG

NITRO PHEASANT

NITRO-STEEL

NITRO TURKEY

PERFORMANCE WHEELGUN

PETERS

PETERS

POWER LEVEL

POWER PISTON

PREMIER

PREMIER CORE-LOKT ULTRA BONDED

SCIROCCO

SHUR SHOT

SLUGGER

SPORTSMAN STS

SUPER SLUG



TAC 8

THUNDERBOLT

U.M.C.

ULTRA BONDED

ULTRA MAG

UMC

UML

VARMINT GRENADE

VETERAN

VIPER

WHITETAIL PRO

WINGMASTER

XELERATOR

YELLOW JACKET

and all stylizations, variations, derivatives, abbreviations, transliterations, translations, registrations and applications for the above-listed trademarks, including but not limited to those set forth on Schedule 1.1(i).

EXHIBIT 1

(See attached Bidding Procedures Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-11

Joint Administration Requested

**ORDER ESTABLISHING BIDDING PROCEDURES RELATING
TO THE SALES OF ALL OR A PORTION OF THE DEBTORS' ASSETS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), seeking entry of this order (this “**Bidding Procedures Order**”) (i) approving the proposed bidding procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”);

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Bidding Procedures, as applicable.

(iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the procedures for the Debtors' selection of one or more stalking horse bidders (each, a "**Stalking Horse Bidder**"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the "**Auction**") if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the "**Sale Hearing**") to approve one or more Sales of the Acquired Assets; and (v) granting related relief; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections having been filed, or all objections having been resolved or overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended on July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and the provision of the Bid Protections to be determined, (ii) establish the Assumption and Assignment Procedures, (iii) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, (iv) schedule a date for the (a) Auction and (b) Sale Hearing; and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, including the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Meyer Declaration**”) and the *Declaration of Colin M. Adams in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Adams Declaration**”) are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

F. The Debtors are authorized to pay the break-up fee and expense reimbursement comprising the Bid Protections. The Bid Protections, to the extent payable under any Stalking Horse APA, (a)(x) are actual and necessary costs and expenses of preserving the Debtors' estate within the meaning of Section 503(b) of the Bankruptcy Code, and (y) shall be treated as allowed administrative claims against the Debtors' estates pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code, are commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidders, and (c) are fair, reasonable and appropriate, including in light of the size and nature of the Sale Transaction, the necessity to announce a sale transaction for the Acquired Assets, and the efforts that have been and will be expended by the Stalking Horse Bidders. The Bid Protections are a material inducement for, and condition of, each Stalking Horse Bidder's execution of the applicable Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under its Stalking Horse APA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

G. The Sale Notice and the Publication Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of Acquired Assets, including the sale of Acquired Assets free and clear of all liens, claims, and encumbrances, the Sale Transaction(s), the Bidding Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

H. The Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder(s), and no other or further notice is required.

I. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Acquired Assets and the related Cure Costs, and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.³
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

³ Notwithstanding anything to the contrary herein, the consummation of any Sale Transaction(s) is subject to entry of the Sale Order(s).

I. The Timeline for the Sale

3. The Debtors are authorized to proceed with the Sale Transaction(s) in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

4. Deadline Action

August 18, 2020 at 10:00 a.m. (prevailing Central Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
August 21, 2020	Sale Notice Mailing Date
August 21, 2020	Assumption and Assignment Service Date
September 1, 2020 at 4:00 p.m. (prevailing Central Time)	Sale Objection Deadline (defined below) excluding any objection based on identity of Stalking Horse Bidders, Successful Bidder or Backup Bidder or the form or substance of the Stalking Horse Bid, Successful Bid or Backup Bid
September 4, 2020 at 5:00 p.m. (prevailing Central Time)	Bid Deadline
September 8, 2020 at 12:00 p.m. (prevailing Central Time)	Reply Deadline (defined below)
September 8, 2020 by 4:00 p.m. (prevailing Central Time) or 14 days following service of the Supplemental Notice of Assumption and Assignment	Assumption and Assignment Objection Deadline (defined below) excluding any objection related to adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or Backup Bidder
September 17, 2020 at 10:00 a.m. (prevailing Central Time)	Auction
September 21, 2020	Post-Auction Notice
September 23, 2020 at 10:00 a.m. (prevailing Central Time)	Sale Hearing

5. For the avoidance of doubt, the Debtors reserve the right, and are authorized to, modify the above timeline and the Bidding Procedures (the “**Modifications**”) in accordance with the provisions of the Bidding Procedures; *provided, however*, that the Debtors shall consult with the Consultation Parties or, to the extent provided therein, the Bid Consultation Parties, with respect to any Modifications. The Committee’s right to request an extension of the above timeline for cause is expressly reserved.

II. The Bidding Procedures

6. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

7. The Debtors are authorized, in accordance with the Bidding Procedures, to require Diligence Parties to submit written indications of interest specifying, among other things, the Acquired Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party.

8. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the Bid Deadline shall be **September 4, 2020 at 5:00 p.m. (prevailing Central Time)**. Any disputes or objections to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (all as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing as set forth herein.

9. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **September 17, 2020 at 10:00 a.m. (prevailing Central Time)** virtually via video conferencing technology, or at such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.

10. The Prepetition Secured Creditors shall have the right, subject in all respects to the Bankruptcy Code and other applicable law and the satisfaction in cash or assumption of claims secured by senior liens, to credit bid all or any portion of their allowed secured claims pursuant to Section 363(k) of the Bankruptcy Code or other applicable law, in accordance with the applicable provisions of the Prepetition Credit Documents and any such credit bid shall be deemed a Qualified Bid subject to the Intercreditor Agreement (as defined in the D'Arcy Declaration); *provided, however,* that nothing herein or in the Bidding Procedures shall affect or in any way limit the right or ability of any party in interest, including the Committee, to object to the Prepetition Secured Creditors' right to credit bid, including the nature, amount, or scope of such credit bid, subject to the (a) applicable provisions of the Court's *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, (IV) Granting Related Relief, and (V) Scheduling A Final Hearing* Docket No. 90, including paragraph 20 and the Challenge Period (as defined therein), as the same may be modified in accordance with its terms and (b) Sale Objection Deadline (as defined below).

III. Stalking Horse Bidder and Bid Protections

11. In accordance with the Bidding Procedures, the Debtors may designate one or more Stalking Horse Bidders for the various segments of their business and may enter into an asset purchase agreement with each Stalking Horse Bidder (each, a "**Stalking Horse APA**"), subject to higher or otherwise better offers at the Auction, which establishes a minimum Qualified Bid at the Auction with respect to the assets that are the subject thereof.

12. Absent further order of the Court, the Stalking Horse APA shall (i) limit the break-up fee in favor of the Stalking Horse Bidder in the amount of no more than 3.5% of the cash consideration proposed to be paid at closing by the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Break-Up Fee**”); (ii) limit any reimbursement for the Stalking Horse Bidder’s and its attorneys’, accountants’, investment bankers’ and representatives’ documented fees and expenses actually and reasonably incurred in negotiating and documenting the Stalking Horse APA, and in preserving and protecting Stalking Horse Bidder’s rights and interests as buyer and lender in connection with the Chapter 11 Cases to an amount not to exceed 1.0% of the cash consideration proposed to be paid by at closing the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Expense Reimbursement**”); and/or (iii) set the initial overbid protection (the “**Minimum Overbid Increment**” and, together with the Break-Up Fee and the Expense Reimbursement, the “**Bid Protections**”) in amounts to be determined by the Debtors in accordance with the Bidding Procedures. In the event that the Debtors determine that the Bid Protections must exceed the amounts set forth herein, the Court shall hold a hearing on the approval of any such greater Bid Protections on an expedited basis, upon the request of the Debtors.

13. The Bid Protections, to the extent payable under the Stalking Horse APAs, shall (a) constitute an allowed administrative expense claim against the Debtors pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code. Subject to the foregoing, the Bid Protections shall be paid (i) in cash from the proceeds of any approved Sale or (ii) credited against the purchase price if, after an Auction, the Stalking Horse Bid, as enhanced at the Auction, is the Successful Bid and the Sale contemplated by the Stalking Horse APA (as enhanced at the auction) is consummated.

14. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to all parties on the Rule 2002 List, all

parties expressing an interest in the Acquired Assets and all parties holding liens on such Acquired Assets, three (3) business days' notice and an opportunity to object to the determination of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse APA, and absent objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Court. To the extent necessary, the Debtors' right to seek this Court's approval of one or more Stalking Horse Bidders, with notice and a hearing, is hereby preserved.

IV. Notice Procedures

15. The form of Sale Notice substantially in the form attached hereto as Exhibit 2 is approved.

16. Within seven (7) days after the entry of this Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Bidding Procedures Order, including the Bidding Procedures by first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon or with respect to any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to FILO Lenders; (ix) counsel to

the Stalking Horse Bidder, if any; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; and (xvii) all known creditors of the Debtors, including their contract counterparties; *provided, however*, that to the extent email addresses are available, parties referenced in this paragraph 15 may be served by email.

17. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to known interested parties.

18. The Publication Notice, substantially in the form attached hereto as Exhibit 3, is approved. The Debtors are directed to publish the Sale Notice, as modified for publication, in the *New York Times*, on one occasion on the Mailing Date or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at <https://cases.primeclerk.com/RemingtonOutdoor>.

19. Service of the Publication Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to all unknown parties.

20. The form of the Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 is approved. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file on the docket, but not serve, the Post-Auction Notice identifying any Successful Bidder(s).

V. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are approved.

22. The Notice of Assumption and Assignment, substantially in the form attached hereto as Exhibit 5 is approved.

23. On or before **August 21, 2020** (any such date, the “**Assumption and Assignment Service Date**”), the Debtors shall file with the Court, and post on the Case Website at <https://cases.primeclerk.com/RemingtonOutdoor>, the Notice of Assumption and Assignment and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List, the Debtors believe that there is no Cure Cost, as of the date of such notice. On the Assumption and Assignment Service Date, the Debtors shall serve, via first-class mail, a customized version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List, on all counterparties to the Designated Contracts. In addition, the Debtors shall serve, via first-class mail, a modified version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List on all parties on the Rule 2002 Notice List. Service of such Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a counterparty to a Designated Contract (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; and (iii) include appropriate

documentation in support thereof. All Designated Contract Objections must be filed and served on (i) counsel for the Debtors, O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com); (ii) co-counsel for the Debtors, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, Attn: Derek Meek (dmeek@burr.com) and Hanna Lahr (hlahr@burr.com); (iii) counsel for the Restructuring Committee, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Schultz (sschultz@akingump.com); (iv) counsel for the Committee, Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104, Attn: Michael A. Sweet (msweet@foxrothschild.com) and Baker Donelson Bearman Caldwell & Berkowitz, P.C., 420 20th Street North, Birmingham, Alabama 35203, Attn: Matthew Cahill (mcahill@bakerdonelson.com) and Rita Hullett (rhullett@bakerdonelson.com); (v) the Bankruptcy Administrator, 400 Well Street, Decatur, Alabama 35602, Attn: Richard Blythe (richard_blythe@alnb.uscourts.gov); (vi) counsel to the Stalking Horse Bidder, if any; (vii) counsel to the FILO Lenders, Pillsbury Winthrop Shaw Pittman LLP, Four Embarcadero Center, 22nd Floor, San Francisco, CA 94111-5998, Attn: Joshua D. Morse (joshua.morse@pillsburylaw.com) and Andrew V. Alfano (andrew.alfano@pillsburylaw.com); (viii) counsel to Whitebox Advisors LLC, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Andreas Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com); (ix) all parties that have requested notice in the Chapter 11 Cases (collectively (i)–(ix), the “**Objection Recipients**”); and (x) counsel to any Successful Bidder(s), if known on the Sale Objection Deadline no later than 4:00 p.m. (prevailing Central Time) fourteen (14) days following the

Assumption and Assignment Service Date (the “**Assumption and Assignment Objection Deadline**”).

25. If a Designated Contract Objection is not consensually resolved before the Sale Hearing, the amount to be paid or reserved with respect to such objection shall be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

26. Any time after the Assumption and Assignment Service Date and before the closing of a Sale Transaction, the Debtors reserve the right, and are authorized but not directed, to (i) supplement the Designated Contracts List with previously omitted Designated Contracts in accordance with the definitive agreement for a Sale Transaction, (ii) remove a Designated Contract from the list of contracts that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

27. In the event the Debtors exercise any of the rights listed above, the Debtors shall promptly serve the Supplemental Notice of Assumption and Assignment by electronic transmission, hand delivery, or overnight mail on the counterparty (and its attorney, if known) to each Designated Contract listed on the Supplemental Notice of Assumption and Assignment at the last known address available to the Debtors. Each Supplemental Notice of Assumption and Assignment shall set forth (i) the name and address of the counterparty to the Designated Contract listed thereon; (ii) the proposed effective date of the assignment (subject to the right of the applicable Successful Bidder, if any, to withdraw such request for assumption and assignment of that Designated Contract prior to the closing of the applicable Sale Transaction); (iii) sufficient information to identify the Designated Contract; (iv) the Cure Costs, if any; and (v) proposed

adequate assurance, if known on the Assumption and Assignment Service Date. The Debtors are authorized, but not directed, to modify the Supplemental Notice of Assumption and Assignment as necessary and appropriate to provide customized individual notice to each Designated Contract counterparty. In addition, the Debtors are authorized, but not directed, to supplement the Designated Contract List on the Case Website with any additional Designated Contracts as the Debtors deem appropriate in their discretion. Service of such Supplemental Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

28. Any objection by a counterparty to a Designated Contract listed on a Supplemental Notice of Assumption and Assignment (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Supplemental Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or the proposed Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; (iii) include appropriate documentation in support of the objection; and (iv) be filed and served on the Objection Recipients no later than fourteen (14) days from the date of service of such Supplemental Notice of Assumption and Assignment.

29. If a Supplemental Designated Contract Objection is not consensually resolved by the proposed effective date of assignment of the Designated Contract that is the subject of a Supplemental Designated Contract Objection, the Debtors shall seek an expedited hearing before

the Court (a “**Supplemental Designated Contract Hearing**”) to determine the Cure Costs, if any, and approve the assumption of the relevant Designated Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court, including by filing a certification of no objection, (a “**Supplemental Designated Contract Order**”) fixing the Cure Costs and approving the assumption of any Designated Contract listed on a Supplemental Notice of Assumption and Assignment.

30. Absent the filing of a Designated Contract Objection or Supplemental Designated Contract Objection and a subsequent order of the Court establishing an alternative Cure Cost, the Cure Costs, if any, set forth in the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and the counterparty to the Designated Contract will be deemed to have consented to the assumption, assignment, and sale of the Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Designated Contract against the Debtors or the applicable Successful Bidder, or the property of any of them, except with respect to adequate assurance of future performance by such Successful Bidder. For the avoidance of doubt, any objections to the proposed form of adequate assurance of future performance of any Successful Bidder (other than a Stalking Horse Bidder) must be raised at the Sale Hearing or Supplemental Designated Contract Hearing, as applicable, and will be resolved at the hearing at which it is raised or, in the Debtors’ discretion, adjourned to a later hearing.

31. The inclusion of a Designated Contract on the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) will not (a) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take

assignment of such Designated Contract or (b) constitute any admission or agreement of the Debtors that such Designated Contract is an “executory” contract. Only those Designated Contracts that are included on a schedule of assumed and Acquired Contracts attached to the final purchase agreement with the Successful Bidder(s) (each, an “**Acquired Contract**”) will be assumed and assigned to the Successful Bidder(s).

32. Assignment by the Debtors to the Successful Bidder of a contract, lease or any other liability assumed under Section 365 of the Bankruptcy Code or otherwise relieves the Debtors and their estates from any such liability so assigned.

VI. The Sale Hearing

33. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Acquired Assets to the Successful Bidder(s) and (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **September 23, 2020 at 10:00 a.m. (prevailing Central Time)**, and may be adjourned or rescheduled without notice, subject to paragraph 4 of this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transaction(s) and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Bankruptcy Court.

34. Any and all objections, if any, to any Sale Transaction (but excluding any objection based on the specific identity of any Stalking Horse Bidder, the form or substance of any Stalking Horse APA, the specific identity of the Successful Bidder or the Backup Bidder, or the form or substance of the Successful Bid or the Backup Bid) must be filed no later than **September 1, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”). Any and all such objections must be served on the Objection Recipients and counsel to any Successful Bidder(s), if known on the Sale Objection Deadline. All replies to such objections must be filed by **September 8, 2020 at 12:00 p.m.** (prevailing Central Time) (the “**Reply Deadline**”).

35. Any party failing to timely file an objection to any Sale Transaction will be forever barred from objecting and will be deemed to have consented to any Sale Transaction, including the transfer of the Debtors’ right, title and interest in, to, and under the Debtors’ Acquired Assets free and clear of any and all liens, claims, encumbrances and other interests in accordance with a definitive agreement for any Sale Transaction.

36. Promptly following the Auction, the Debtors shall serve the Post-Auction Notice. The Debtors propose that any objections regarding the adequate assurance of future performance of the Successful Bidder or the Backup Bidder (other than the Stalking Horse Bidder) may be raised at the Sale Hearing.

VII. Other Provisions

37. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties or the Bid Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation or Bid Consultation Parties.

38. Oneida’s rights and priority in connection with any security interests it held in any assets of the Debtors pre-petition are hereby preserved and retained by Oneida to the extent they

existed pre-petition and any such security interests shall attach to proceeds of such assets with the same priority, extent, validity, avoidability and enforceability. Nothing herein shall constitute a finding or ruling by this Court that any such security interests are valid, senior, enforceable, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited to, the Debtors and any Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such security interest.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Bidding Procedures Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

42. To the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Bidding Procedures Order shall govern.

43. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

44. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse APA, and the implementation of this Bidding Procedures Order.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1
Bidding Procedures

EXHIBIT 2

(See attached Good Faith Deposit Escrow Agreement)

ESCROW AGREEMENT

This ESCROW AGREEMENT, dated as of the date set forth beneath the signature of the Depositor below (this “*Agreement*”), is made and entered into by and among Remington Outdoor Company, Inc. (the “*Company*”), the depositor signatory hereto (the “*Depositor*”), and M-III Advisory Partners, LP (the “*Escrow Agent*”).

RECITALS

WHEREAS, the Depositor is seeking to acquire certain assets of the Company pursuant to an Asset Purchase Agreement by and between the Depositor and the Company and certain of its subsidiaries entered into in connection herewith (the “*APA*”), and in accordance with the APA, the Company requires the Depositor to post a deposit in the amount set forth beneath its signature to this Agreement (the “*Deposit*”) with the Escrow Agent; and

WHEREAS, the Escrow Agent is willing to hold and administer the Deposit, but only upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Appointment. The Company and the Depositor hereby designate, constitute and appoint M-III Advisory Partners, LP as Escrow Agent under this Agreement, and the Escrow Agent accepts such designation and appointment. In such capacity, the Escrow Agent shall hold and administer the Deposit in accordance with the terms of this Agreement.

2. Deposit of Funds. Unless the Escrow Agent shall otherwise agree in writing, the Depositor shall transfer the Deposit to the Deposit Account by wire transfer of immediately available funds in United States dollars. Upon receipt of the Deposit, the Escrow Agent will notify the Depositor and the Company by email at the addresses set forth below their signatures to this Agreement.

3. Terms of Deposit. The Depositor and the Company irrevocably and unconditionally acknowledge and agree that:

(a) The Deposit shall be deposited into a bank account owned by, and titled in the name of, the Escrow Agent (the “*Deposit Account*”) with a federally-insured depository institution.

(b) The Deposit Account shall be segregated from the general operating funds of the Escrow Agent, but the Deposit Account shall **not** be a trust or similar account.

(c) The Deposit Account shall **not** accrue interest for the benefit of the Depositor or the Company.

(d) Notwithstanding anything to the contrary contained in this Agreement, the Escrow Agent shall have no obligation to disburse funds from the Deposit Account until the funds deposited into such account by the Depositor constitute cleared funds and are not subject to recapture by the Depositor's bank.

(e) The Escrow Agent is not a party to any underlying purchase agreement (including the APA) between the Depositor and the Company and shall have no obligation to comply with the terms thereof. The escrow arrangement contemplated by this Agreement and the administration of the Deposit shall be governed solely by the terms of this Agreement and without regard to the terms of the APA.

4. Release of Funds.

(a) The Deposit shall be released by the Escrow Agent only in accordance with the terms of this Agreement or order of a court of competent jurisdiction.

(b) Promptly following an order of the United States Bankruptcy Court for the Northern District of Alabama (the "**Court**"), identifying the approved purchaser of the assets of the Company (the "**Sale Order**"), the Escrow Agent shall transfer the Deposit as specified in the Sale Order or other order of the Court entered in connection therewith; provided that if no such transfer is provided for in the Sale Order or other order entered in connection therewith, then (i) if the APA has not been fully-executed by such time, the Escrow Agent shall promptly refund the Deposit to the Depositor and (ii) if the APA has been fully-executed by such time, the Escrow Agent shall transfer the Deposit in accordance with the disposition of the "Good Faith Deposit" as defined and set forth in Bidding Procedures attached as Exhibit 1 to the Order Establishing Bidding Procedures Relating To The Sales Of All Or A Portion Of The Debtors' Assets entered by the Court on August 20, 2020. Notwithstanding the foregoing, the Escrow Agent shall act upon any written instructions provided to it jointly by the Depositor and the Company.

(c) In the event that the Deposit has not been released to the Depositor of the Company in accordance with the provisions of Section 4(b) by December 31, 2020, the Escrow Agent shall have the right (but not the obligation) to refund the Deposit to the Depositor without notice to, or consent of, the Company or the Court.

5. Status of the Escrow Agent.

(a) The Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for its fraud, gross negligence, or willful misconduct) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited as part of the Deposit, nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent's duties hereunder shall be limited to the safekeeping investment of money, instruments, and securities received by it as Escrow Agent and for their disbursement in accordance with the terms, provisions and conditions of this Agreement.

(b) The Escrow Agent shall not be responsible for the genuineness of any certificate or signature and may rely conclusively upon and shall be protected when acting upon

any notice, affidavit, request, consent, instruction, check, or other instrument believed by the Escrow Agent in good faith to be genuine or to be signed or presented by the proper person, or duly authorized, or properly made. The Escrow Agent will not be required to investigate the authority of the person executing and delivering any instructions hereunder, or otherwise to verify the accuracy of the statements or information presented therein. The Escrow Agent shall have no responsibility except for the performance of the Escrow Agent's express duties under this Agreement and no additional duties shall be inferred or implied.

(c) The Escrow Agent shall not be liable for any act or omission in the performance of the duties of the Escrow Agent under this Agreement unless such act or omission constitutes fraud, bad faith or gross negligence. In furtherance, and not in limitation, of the foregoing sentence, the Escrow Agent will not be liable for any loss or damage resulting from the following (i) any default, error, action, or omission of any other party, (ii) the expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business, (iii) any loss or impairment of funds while on deposit with a federally-insured bank, resulting from failure, insolvency or suspension of such bank, and (iv) the Escrow Agent's compliance with any and all legal process, writs, orders, judgments, and decrees of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed. The Escrow Agent will not be accountable for any incidental benefit that may be attributable to the Deposit.

(d) The Escrow Agent shall not be required to institute or defend any action involving any matters relating to this Agreement or which affect the Escrow Agent or the duties or liabilities of the Escrow Agent under this Agreement unless or until requested to do so by any party to this Agreement, and then only upon receiving full indemnity, in form and substance satisfactory to the Escrow Agent, against all claims, liabilities and expenses.

6. OFAC Representation. Neither the Depositor nor any of its subsidiaries nor, to the knowledge of the Depositor, any director, officer, agent, employee, or person acting on behalf of the Depositor or any subsidiary of the Depositor is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"), and the Depositor will not directly or indirectly lend, contribute or otherwise make available any proceeds to any joint venture partner or other person or entity, towards any sales or operations in Cuba, Iran, Syria, Sudan, Myanmar or any other country sanctioned by OFAC or for the purpose of financing the activities of any person or entity, including those designated by OFAC as "Specially Designated Nationals" or "SDNs," currently subject to any U.S. sanctions administered by OFAC.

7. Disputes. In event of any dispute among the parties with respect to the Escrow Agent or the duties of the Escrow Agent:

(a) the Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel; or

(b) the Escrow Agent may refrain from acting until required to do so by a final and non-appealable order of a court of competent jurisdiction.

In addition, the Escrow Agent will have the right, exercisable in its sole discretion, to resign by giving written notice to the Company and the Depositor, specifying a date on which such resignation will take effect, which will be no earlier than ten (10) business days after the delivery of such notice. Promptly upon receipt of such notice, the Company and the Depositor will appoint a mutually acceptable successor escrow agent. Upon delivery by the successor escrow agent to Company, Depositor, and Escrow Agent of a written instrument accepting such appointment, the successor escrow agent will succeed to all the rights and duties of Escrow Agent hereunder. If a successor escrow agent is not appointed by the expiration of such ten (10) business day period, the Escrow Agent will have the right, exercisable in its sole discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction the Deposit, together with any such legal pleadings as it deems appropriate.

8. Fee of Escrow Agent. The Company shall be liable for the fees of the Escrow Agent in connection with this Agreement and such fees shall not be chargeable against the Escrow Fund. The Company further acknowledges and agrees that the services provided by the Escrow Agent hereunder constitute “Services” for the purposes of (and as defined in) the engagement letter, dated April 23, 2020, between the Escrow Agent and the Company.

9. Non-Waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, by overnight express mail (e.g., Federal Express) to relevant party at the address set forth below is signature to this Agreement or as otherwise expressly set forth herein. The address of any party may be changed by notice duly given as provided above.

11. Nonexclusive Protection. The provisions of this Agreement are cumulative and not exclusive of any other rights or remedies which any party may have at law or equity.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; *provided* that any permitted assignment of either party’s obligations or liabilities shall not relieve that party of any of its liabilities or obligations under this Agreement.

13. Titles. The titles are for convenience or reference and shall not deemed to modify or affect the interpretation of this Agreement. The term “herein” in this Agreement refers to this Agreement as a whole and not to any particular section hereof.

14. Modification. Neither this Escrow Agreement, nor any of its provisions, shall be modified, changed, discharged, or terminated except by an instrument in writing which has been

signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

15. Further Assurances. In connection with the transactions contemplated by this Escrow Agreement, the parties agree to execute any additional agreements, instruments or documents and to perform and do any additional acts and things as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Agreement.

16. Delay. No delay or omission on the part of any party in exercising any right shall operate as a waiver of that right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

17. No Third-Party Beneficiaries. The terms and provisions of this Agreement are for the benefit only of the Company, the Depositor, and the Escrow Agent, and their respective successors and assigns. Nothing contained herein will be deemed or construed to inure to the benefit of any other person or party, it being the express intent of the Company, the Depositor, and the Escrow Agent that no such person or party will be entitled to any of the benefits hereunder, except as expressly provided herein.

18. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute the same Agreement. Any page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind each Party.

[Signature Page Follows.]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed and delivered by its duly authorized signatory as of this 4th day of September, 2020.

COMPANY:

DEPOSITOR:

REMINGTON OUTDOOR COMPANY,
INC.

Insert Depositor Name Above

By: 

Name: Ken D'Arcy
Title: Chief Executive Officer

By: _____
Name:
Title:

Address for Notices:

Address for Notices:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

Attention:
Email:

EIN: 26-0174491

EIN: _____

Deposit Amount: US\$ _____

With a copy to:

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John Paul Motley, Esq., and
Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875,
respectively
Email: jpmotley@omm.com and
swarren@omm.com, respectively

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed and delivered by its duly authorized signatory as of this 4th day of September, 2020.

COMPANY:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

Address for Notices:


870 Remington Drive
Madison, North Carolina 27025
Attention: [_____]
Email: [_____]

EIN: _____

DEPOSITOR:

SIG SAUER INC.

Insert Depositor Name Above

By:  _____
Name: Chris Erickson
Title: Chief Financial Officer

Address for Notices:

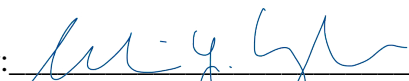
SIG Sauer, Inc.
72 Pease Boulevard
Newington, New Hampshire 03801
Attention: Daryl Hanna, and Steven
Shawver, Esq.
Email: Daryl.Hanna@sigsauer.com and
Steven.Shawver@sigsauer.com,
respectively

EIN: 020528156

Deposit Amount: US\$3,000,000.00

ESCROW AGENT:

M-III ADVISORY PARTNERS, LP

By: 
Name: Mohsin Y. Meghji
Title: Managing Partner

Address for Notices:

1700 Broadway – 19th Floor
New York, New York 10019
Attention: General Counsel
Email: legal@miiipartners.com

EXHIBIT 3

(See attached Proposed Sale Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-CRJ11

Joint Administration Requested

**ORDER APPROVING THE SALE OF THE DEBTORS' LONOKE AMMUNITION
BUSINESS AND CERTAIN OF THE DEBTORS' INTELLECTUAL PROPERTY
ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, AND INTERESTS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases seeking entry of this order (this “**Sale Order**”) (a) authorizing the sale of the Acquired Assets (as defined in the Asset Purchase Agreement (as defined below)) free and clear of all Interests (as defined below), pursuant to that certain Asset Purchase Agreement, dated as of September [], 2020, attached hereto as Exhibit A (the “**Asset Purchase Agreement**”), by and among the Debtors and Vista Outdoor, Inc. (the “**Buyer**”), and all other transaction documents related thereto; (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases; and (c) granting the related relief contemplated therein; and the Court having found that (i) the Court has

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Asset Purchase Agreement, as applicable.

jurisdiction over this matter; (ii) venue is proper in this District; (iii) this is a core proceeding; (iv) the notice of the Motion and the Sale Hearing (as defined below) was sufficient under the circumstances; and (v) there is good cause to waive the stay of Bankruptcy Rule 6004(h); and based on the statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a hearing before this Court on September 29 [and 30], 2020 (the “**Sale Hearing**”); and it appearing that no other notice need be given; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Jurisdiction, Core Proceeding, Statutory Predicates, and Venue.** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984 as amended July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Bankruptcy Code Sections 105, 363, and 365 and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Just Cause.** The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Sale Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. **Notice.** The notice of the Motion, the Sale Hearing, the Asset Purchase Agreement, the transactions contemplated therein or in connection therewith and corresponding transactions documents (the “**Transactions**”), and the proposed entry of this Sale Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. A

reasonable opportunity to object or be heard regarding the relief granted by this Sale Order has been afforded to those parties entitled to notice pursuant to the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Sale Hearing, or this Sale Order is necessary or required.

D. Actual written notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing, the Auction, the Sale Hearing, the Assumption and Assignment Procedures, the proposed Cure Costs, the Sale and all Transactions, and all deadlines related thereto has been given to all interested persons and entities, including, without limitation: (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) all parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to the FILO Lenders; (ix) counsel to the Stalking Horse Bidder; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; (xvii) all counterparties to the Designated Contracts; and (xviii) all known creditors of the Debtors, including their contract counterparties. The foregoing constitutes proper, timely, adequate, and

sufficient notice under the particular circumstances of these Chapter 11 Cases, and no further notice need be provided.

E. The Publication Notice was published in the *New York Times* on August 24, 2020. Such Publication Notice was compliant with the Bidding Procedures Order, and was sufficient and proper notice to any other interested parties, including those whose identities are unknown to the Debtors.

F. **Extensive Efforts by Debtors.** Since before the commencement of the Chapter 11 Cases, the Debtors worked with their counsel and financial advisors to implement a viable transaction that would allow them to maximize the value of the Acquired Assets. The Sale Transaction that is the subject of this Sale Order is the result of the Debtors' extensive efforts seeking to maximize recoveries to the Debtors' estates for the benefit of the Debtors' creditors.

G. **Business Justification.** The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) authorize the sale of the Acquired Assets free and clear of Interests other than Permitted Liens (as defined in the Asset Purchase Agreement) and Assumed Liabilities (as defined in the Asset Purchase Agreement); (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases; and (iii) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Sale Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

H. **Bidding Procedures Order.** The Bidding Procedures Order [Docket No. 411] was entered by the Court on August 20, 2020, which, among other things (i) approved the Bidding Procedures; (ii) established the Assumption and Assignment Procedures; (iii) approved the form

and manner of notice with respect to all procedures, protections, schedules, and agreements described in the Motion and attached thereto; and (iv) scheduled a date for the Auction and Sale Hearing. The Bidding Procedures provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Acquired Assets.

I. **Auction; Successful Bidder.** The sale process was properly conducted by the Debtors in accordance with the Bidding Procedures Order and in a manner designed to result in the highest or otherwise best offer for the Acquired Assets. At the Auction, the Debtors agreed in a reasonable exercise of their business judgment, in consultation with their management, the Restructuring Committee, advisors and the Bid Consultation Parties, to enter into and consummate the Asset Purchase Agreement with the Buyer. At the conclusion of the Auction, the Buyer was determined to be the Successful Bidder.

J. **Asset Purchase Agreement.** The consummation of the Transactions contemplated by the Asset Purchase Agreement, the Motion, and this Sale Order is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and all of the applicable requirements of such sections and rules have been complied with in respect of such transactions.

K. **Sale Hearing.** The Sale Hearing occurred on September 29 [and 30], 2020 in accordance with the Bidding Procedures Order.

L. **Adequate Marketing; Highest or Otherwise Best Offer.** As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, including the *Declaration of Ken D'Arcy in Support of Chapter 11 Petitions and First Day Pleadings of Remington Outdoor Company, Inc. and Its Affiliated Debtors and Debtors-Possession* [Docket No. 6 and the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion*

and Bidding Procedures Motion [Docket No. 355]; and (ii) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, (a) the Debtors have adequately marketed the Acquired Assets and conducted a sale process in a non-collusive, fair and good faith manner in compliance with the Bidding Procedures Order; (b) the process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any interested party to make the highest or otherwise best offer to purchase the Acquired Assets and assume the Assumed Liabilities; (c) the consideration provided by the Buyer in the Asset Purchase Agreement constitutes the highest or otherwise best offer to purchase the Acquired Assets and assume the Assumed Liabilities; (d) the consideration provided by the Buyer in the Asset Purchase Agreement provides fair and reasonable consideration for the Acquired Assets and the assumption of the Assumed Liabilities and constitutes reasonably equivalent value, fair value and reasonable market value under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, the District of Columbia, or other applicable law; (e) the Sale will provide a greater recovery for the Debtors' creditors with respect to the Acquired Assets than would be provided by any other practically available alternative; (f) taking into consideration all relevant factors and circumstances, and after taking account of the Bid Protections, no other entity has offered to purchase the Acquired Assets for greater economic value to the Debtors or their estates; and (g) the Debtors' determination that the Asset Purchase Agreement constitutes the highest or otherwise best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

M. **No Successor Liability.** Neither the Buyer nor any of its affiliates, officers, directors, shareholders, members, partners, principals or any of their respective representatives, successors, or assigns is an "insider or "affiliate" of the Debtors, as those terms are defined in the

Bankruptcy Code, and no common identity of incorporators, directors, or stockholders existed or exists between the Buyer and the Debtors. The transfer of the Acquired Assets to and the assumption of the Assumed Liabilities by the Buyer, except as otherwise set forth in the Asset Purchase Agreement, does not, and will not, subject the Buyer to any liability whatsoever, with respect to the operation of the Debtors' businesses prior to the closing of the Sale or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee, or vicarious liability. Pursuant to the Asset Purchase Agreement, the Buyer is not purchasing all of the Debtors' assets in that the Buyer is not purchasing any of the Excluded Assets or assuming the Excluded Liabilities, and the Buyer is not holding itself out to the public as an *alter ego* or a continuation of the Debtors. The Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors. There is no substantial continuity between the Buyer and the Debtors, and there is no continuity of enterprise between the Debtors and the Buyer. The Buyer is not a mere continuation of the Debtors or the Debtors' estates, and the Buyer does not constitute a successor to the Debtors or the Debtors' estates. None of the Transactions, including, without limitation, the Sale or the assumption and assignment of the Assigned Contracts, is being undertaken for the purpose of escaping liability for any of the Debtors' debts or hindering, delaying, or defrauding creditors under the Bankruptcy Code or for any other purpose that would give rise to statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing.

N. **Acquired Assets Property of the Estate.** The Acquired Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

O. **Sale in Best Interest/Fiduciary Duties.** The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Asset Purchase Agreement and sell the Acquired Assets and such actions are appropriate under the circumstances of these Chapter 11 Cases, are in the best interests of the Debtors, their estates and creditors, and other parties in interest, and represent a reasonable exercise of business judgment by the Debtors and the Restructuring Committee and their fulfillment of their fiduciary duties under applicable law. Approval of the Asset Purchase Agreement, the Sale, and the Transactions at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest. Unless the sale is concluded expeditiously, the recoveries of all of the Debtors' estates and constituencies are likely to be adversely affected.

P. **Not a *Sub Rosa* Plan.** The consummation of the Sale outside of a plan of reorganization pursuant to the Asset Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors. The Asset Purchase Agreement, the Sale and the transactions contemplated therein and associated therewith do not constitute an impermissible *sub rosa* Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

Q. **Arm's-Length Sale.** The Asset Purchase Agreement, the Sale, and the Transactions were negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors, their insiders and affiliates, nor the Buyer have engaged in any conduct that would cause or permit the

Asset Purchase Agreement, the Sale, or any part of the transactions thereby to be avoided under Bankruptcy Code Section 363(n).

R. **Good Faith Buyer.** The Buyer is a good faith purchaser under Bankruptcy Code Section 363(m) and, as such, is entitled to all of the protections afforded thereby. Specifically: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (ii) the Buyer complied in all respects with the provisions of the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bid procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Buyer in connection with the Sale have been disclosed; (v) no common identity of directors, officers or controlling stockholders exists among the Buyer and the Debtors; (vi) the negotiations and execution of the Asset Purchase Agreement was at arm's-length and in good faith, and at all times each of the Buyer and the Debtors were represented by competent counsel of their choosing; (vii) the Buyer did not in any way induce or cause the Chapter 11 filing of the Debtors; and (viii) the Buyer has not acted in a collusive manner with any person. The Buyer will be acting in good faith within the meaning of Bankruptcy Code Section 363(m) in closing the transactions contemplated by the Asset Purchase Agreement.

S. **Corporate Authority.** Each Debtor (i) has full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the Sale of the Acquired Assets has been duly and validly authorized by all necessary corporate actions of each of the Debtors; (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement; (iii) has taken all corporate action necessary to authorize and approve the Asset Purchase Agreement and the consummation by the Debtors of the transactions contemplated thereby; and (iv) needs no consents or approvals, other

than those expressly provided for in the Asset Purchase Agreement, which may be waived in accordance with the terms therewith.

T. Free and Clear Findings Required by the Buyer. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction, thus adversely affecting the Debtors, their estates, and their creditors, if the Sale of the Acquired Assets to the Buyer and the assumption and assignment of Acquired Contracts, were not, pursuant to Bankruptcy Code Section 363(f), free and clear (except for Permitted Liens and Assumed Liabilities) of (i) all liens (statutory or otherwise), claims, mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, right of use or possession, licenses, indentures, instruments, conditional sale arrangements, (ii) all claims as defined in Bankruptcy Code Section 101(5), including all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person prior to the Closing, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise, and (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected,

allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise (excluding Permitted Liens and Assumed Liabilities, (i), (ii), and (iii) collectively, the “**Interests**”). Except as expressly provided in the Asset Purchase Agreement, the Sale shall be free and clear of, and the Buyer shall not be responsible for, any Interests, including, without limitation, in respect of the following: (i) any rights or Interests based on any successor or transferee liability, (ii) any Interests that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or termination of the Debtors’ or the Buyer’s interest in the Acquired Assets, or any similar rights; (iii) any labor or employment agreements; (iv) mortgages, deeds of trust, and security interests; (v) intercompany loans and receivables between the Debtors and any non-Debtor subsidiary; (vi) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee, worker’s compensation, occupational disease, or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget

Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and of any similar state law (collectively, “**COBRA**”), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (viii) any bulk sales or similar law; (ix) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (xii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract that will be assumed and assigned pursuant to this Sale Order and the Asset Purchase Agreement; (xiii) any other Excluded Liabilities as provided in the Asset Purchase Agreement. A sale of the Acquired Assets other than one free and clear of all Interests would yield substantially less value for the Debtors’ estates, with less certainty, than the Sale as contemplated. Therefore, the Sale contemplated by the Asset Purchase Agreement and approved herein free and clear of all Interests, except for Permitted Liens and Assumed Liabilities, is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

U. **Valid and Binding Transfer.** The transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective transfer of the Acquired Assets and, except for the Permitted Liens and Assumed Liabilities, will vest the Buyer with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Interests and any liabilities of the Debtors.

V. **Satisfaction of Section 363(f) Standards.** The transfer of the Acquired Assets to the Buyer under the Asset Purchase Agreement shall be a legal, valid, and effective transfer of all the legal, equitable, and beneficial right, title and interest in and to the Acquired Assets free and clear of all Interests, other than the Assumed Liabilities and Permitted Liens. The Debtors may

sell the Acquired Assets free and clear of all Interests, except for the Permitted Liens and the Assumed Liabilities, because, in each case, one or more of the standards set forth in Bankruptcy Code Section 363(f)(1) through (5) has been satisfied, with all such Liens and Interests to attach to the proceeds of the Sale Transaction to be received by the Debtors with the same validity, force, priority and effect that they had as against the Acquired Assets, and any claims and defenses the Debtors and their estates may possess with respect thereto. Those holders of Interests, and non-debtor parties to the Assigned Contracts who did not object, or who withdrew their objections, to the Motion are, without limitation, deemed to have consented pursuant to Bankruptcy Code Section 363(f)(2). In all cases, each such person with Interests in the Acquired Assets is enjoined from taking any action against the Buyer, the Buyer's affiliates, or any agent of the foregoing to recover any such Interest.

W. Necessity of Order. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction without all of the relief provided for in this Sale Order (including, but not limited to, that the transfer of the Acquired Assets to the Buyer be free and clear of all Interests (other than Permitted Liens and the Assumed Liabilities)). The consummation of the Sale Transaction pursuant to this Sale Order and the Asset Purchase Agreement is necessary for the Debtors to maximize the value of their estates for the benefit of all creditors and other parties in interest.

X. Time of the Essence. The sale of the Acquired Assets must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale, and the Debtors and the Buyer intend to close the Sale as soon as reasonably practicable.

Y. **Assigned Contracts.** The Debtors have demonstrated that it is their sound business judgment to sell, assume, and assign the “Assumed Contracts” and “Assumed Leases” (as such terms are defined in the Asset Purchase Agreement), including, without limitation, the unexpired leases and executory contracts designated on Schedule 1.1(j) of the Asset Purchase Agreement (collectively, the “Assigned Contracts” and, individually, an “Assigned Contract”) to the Buyer in connection with the consummation of the Sale, and the assumption and assignment of the Assigned Contracts is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts being assigned to the Buyer are an integral part of the Acquired Assets being purchased by the Buyer, and, accordingly, such assumption and assignment of the Assigned Contracts and the liabilities associated therewith are reasonable and enhance the value of the Debtors’ estates. No section of any Assigned Contract that purports to prohibit, restrict, impose any penalty or fee on, or condition the use, consideration, or assignment of any such Assigned Contract in connection with the Transactions shall have any force or effect.

Z. **Cure and Adequate Assurance.** Through Buyer’s commitment to pay the Buyer Cure Amount (or, in the case of the Backup Bidder (as defined below), the Cure Amount) related to the Assigned Contracts and upon the payment of the Buyer Cure Amount (or, in the case of the Backup Bidder, the Cure Amount) by the Buyer and the Seller Cure Amount, if any, pursuant to the terms of the Asset Purchase Agreement, the Debtors (solely in connection with closing of the Successful Bid and not in connection with the Backup Bid) and the Buyer, as applicable, have cured or otherwise have demonstrated their ability to cure any default with respect to any act or omission that occurred prior to the Closing (as defined in the Asset Purchase Agreement) under any of the Assigned Contracts, within the meaning of Bankruptcy Code Section 365(b)(1)(A). The proposed Cure Costs or any other cure amount reached by agreement after any objection by a

counterparty to an Assigned Contract (an “**Assigned Contract Objection**”) or otherwise are deemed the amounts necessary to “cure” all “defaults,” each within the meaning of Bankruptcy Code Section 365(b), under such Assigned Contracts. The Buyer’s promise to perform the obligations under the Assigned Contracts shall constitute adequate assurance of its future performance of and under the Assigned Contracts, within the meaning of Bankruptcy Code Sections 365(b)(1) and 365(f)(2). Subject to the Bidding Procedures Order, all counterparties to the Assigned Contracts who did not file an Assigned Contract Objection or an objection to the assumption and assignment of the Assigned Contracts prior to the Sale Hearing, are deemed to consent to the assumption by the Debtors of their respective Assigned Contract and the assignment thereof to the Buyer. The filed objections of all counterparties to the Assigned Contracts that were heard at the Sale Hearing (to the extent not withdrawn or adjourned), were considered by the Court, and are overruled on the merits with prejudice. The Court finds that, with respect to all such Assigned Contracts, the payment of the proposed Cure Costs by the Buyer or, solely in connection with Successful Bid and not in connection with the Backup Bid, the Seller, as applicable, in accordance with the terms of the Asset Purchase Agreement is appropriate and is deemed to fully satisfy the Debtors’ obligations under Bankruptcy Code Section 365(b). Accordingly, and without limitation of the Buyer’s rights under Sections 1.5(b) and 1.5(d) of the Asset Purchase Agreement (or Sections 1.5(a) and 1.5(d) of the Backup Bid Agreement (as defined below)), all of the requirements of Bankruptcy Code Section 365(b) have been satisfied for the assumption and the assignment by the Debtors to the Buyer of each of the Assigned Contracts. To the extent any Assigned Contract is not an executory contract within the meaning of Bankruptcy Code Section 365, it shall be transferred to the Buyer in accordance with the terms of this Sale Order that are applicable to the Acquired Assets. In addition, for the avoidance of doubt, to the extent the Backup

Bidder becomes the Successful Bidder as set forth in this Sale Order, the provisions herein with respect to the Assigned Contracts shall apply likewise to the Backup Bidder as Buyer, in accordance with the terms of the Backup Bid Agreement.

AA. Unenforceability of Anti-Assignment Provisions. Any provisions in any Assigned Contract that restrict, limit, prohibit or condition the assumption, assignment, and sale of the Assigned Contracts or that allow the counterparty so such Assigned Contract to terminate, recapture, impose any penalty or fee, accelerate, increase any rate, condition on renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, should be deemed and found to be unenforceable anti-assignment provisions that are void and of no force and effect within the meaning of Bankruptcy Code Section 365(f).

BB. Objections are Overruled. All objections to the relief requested in the Motion that have not been withdrawn, waived, adjourned or settled as announced to the Court at the Sale Hearing or by stipulations filed with the Court are overruled except as otherwise set forth herein.

CC. Final Order. This Sale Order constitutes a final order within the meaning of 20 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and expressly directs entry of judgment as set forth herein.

DD. Best Interest. Entry of this Sale Order is in the best interests of the Debtors, the Debtors' estates, their creditors, and other parties in interest.

EE. Findings and Conclusions. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are

conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted and the relief requested therein with respect to the Sale is granted and approved in its entirety, as set forth herein.

2. Any objections to the entry of this Sale Order or to the relief granted herein or the relief requested in the Motion, including any objections to the proposed Cure Costs or the assumption and assignment of any Assigned Contracts, that have not been adjourned, withdrawn, waived, or settled, or not otherwise addressed or resolved pursuant to the terms hereof, if any, hereby are denied and overruled on the merits with prejudice.

Approval of the Sale of the Acquired Assets

3. The Debtors are authorized to enter into the Asset Purchase Agreement (and all ancillary documents) and all the terms and conditions thereof, and all of the Transactions contemplated therein are approved in all respects. The transfer of the Acquired Assets by the Debtors to the Buyer shall be a legal, valid and effective transfer of the Acquired Assets.

4. Pursuant to Bankruptcy Code Section 363(b), the sale of the Acquired Assets to the Buyer free and clear of all Interests (other than the Permitted Liens and the Assumed Liabilities), and the transactions contemplated thereby is approved in all respects.

Sale and Transfer of the Acquired Assets

5. Pursuant to Bankruptcy Code Sections 105, 363, and 365, the Debtors are authorized to (a) take any and all actions necessary or appropriate to perform their obligations under, and comply with the terms of, the Asset Purchase Agreement and consummate the Sale and the Transactions pursuant to, and in accordance with, the terms and conditions of the Asset

Purchase Agreement and this Sale Order, including, without limitation (i) executing, acknowledging, and delivering such deeds, assignments, conveyances and other assurances, documents, and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and conferring to the Buyer, or reducing to possession, any or all of the Acquired Assets and (ii) entering into the Ancillary Agreements, any transition services or operations support agreements with the Buyer and any other agreements related to implementing the Transactions and (b) take any and all further actions as may be necessary or appropriate to the performance of their obligations as contemplated by the Asset Purchase Agreement or this Sale Order. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any reasonable expenses or costs that are required to be paid to consummate the Transactions or perform their obligations under the Asset Purchase Agreement.

6. Following the Closing, the Debtors or the Buyer and/or their respective designees are authorized to execute and file a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all obligations, liabilities, and Interests in the Acquired Assets of any kind or nature whatsoever (other than the Permitted Liens and Assumed Liabilities). Upon the Closing and the Debtors' receipt of the Purchase Price, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtors' interests in the Acquired Assets and a bill of sale transferring good and marketable title in the Acquired Assets to the Buyer free and clear of all Interests, except for the Permitted Liens and Assumed Liabilities. Each and every federal, state, and local governmental agency, quasi-agency, or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions.

7. Except for the Permitted Liens, Assumed Liabilities or as expressly provided in the Asset Purchase Agreement, pursuant to Bankruptcy Code Sections 105(a) and 363(f), upon the Closing and the Debtors' receipt of the Purchase Price, the Acquired Assets shall be transferred to the Buyer as required under the Asset Purchase Agreement, and such transfer shall be free and clear of all Interests of any person, including, without limitation, all such Interests specifically enumerated in this Sale Order, whether arising by agreement, by statute, or otherwise and whether occurring or arising before, on, or after the Petition Date, whether known or unknown, occurring, or arising prior to such transfer, with all such Interests to attach to the proceeds of the Sale ultimately attributable to the property against or in which the holder of an Interest claims or may claim an Interest, in the order of their priority, with the same validity, force, and effect which they now have, subject to any claims and defenses the Debtors may possess with respect thereto. Without limiting the generality of the foregoing, the Acquired Assets shall be transferred to the Buyer free and clear of the following: (i) satisfy and release of record, Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 15, 2018, and filed for record June 19, 2018, in/as Instrument No. 2018-05836 of the Records of Lonoke County, AR, executed by Remington Arms Company, LLC, in favor of Ankura Trust Company, LLC, securing the original principal amount of \$55,000,000; (ii) satisfy and release of record, Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 15, 2018, and filed for record June 19, 2020, in/as Instrument No. 2018-05387, of the records of Lonoke County, AR, executed by Remington Arms Company, LLC, in favor of Ankura Trust Company, LLC, securing the original principal amount of \$100,000,000; (iii) satisfy and release of record, Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated April 18, 2019, and filed for record April 22, 2019, in/as Instrument No. 2019-03652, of the Records of Lonoke

County, AR, executed by Remington Arms Company, LLC, in favor of Cantor Fitzgerald Securities, securing the original principal amount of \$90,500,000; and (iv) satisfy and release of record, Lien Subordination Agreement by and between Remington Arms Company, LLC, Cantor Fitzgerald Securities, and Ankura Trust Company, LLC, dated February 21, 2020, and filed for record February 28, 2020, in/as Instrument No. 2020-02102, records of Lonoke County, Arkansas.

8. The transfer of the Acquired Assets to the Buyer pursuant to the Asset Purchase Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests of any kind or nature whatsoever, except for the Permitted Liens and Assumed Liabilities, with all such Interests to attach to the proceeds of the Sale ultimately attributable to the property against or in which the holder of an Interest claims or may claim an Interest, in the order of their priority, with the same validity, force, and effect which they now have, subject to any claims and defenses the Debtors may possess with respect thereto.

9. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to the Buyer in accordance with the Asset Purchase Agreement and this Sale Order; *provided* that the foregoing restriction shall not prevent any party from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order, or from enforcing its rights under Bankruptcy Code Section 365 or relieve the Buyer of any Assumed Liability.

10. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, contract counterparties and other creditors, holding liens, claims

encumbrances, and other interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any taxes or successor or transferee liability, against or in a Debtor or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets or the operation of the Acquired Assets before the Closing, or the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts, are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its respective successors and assigns, its respective property and the Acquired Assets, such persons' or entities' liens, claims, encumbrances, or other Interests, including, without limitation, rights or claims based on any taxes or successor or transferee liability, *provided* that nothing herein shall impair or otherwise affect any right under Bankruptcy Code Section 365 of a lease or contract counterparty to an Assigned Contract under its respective Assigned Contract(s), or relieve the Buyer of any Assumed Liability.

11. Upon the Closing, each of the Debtors' creditors and any other holder of an Interest is authorized and directed, without cost to the Debtors, to execute such documents and take all other actions as may be necessary to release its Interest in the Acquired Assets, if any, as such Interest may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing an Interest in the Debtors or the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests, which the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then the Buyer and its designees are authorized to execute and

file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Debtors or the Acquired Assets and to file, register, or otherwise record a certified copy of this Sale Order, which shall constitute conclusive evidence of the release of all Interests of any kind or nature whatsoever in the Debtors or the Acquired Assets (other than the Permitted Liens and Assumed Liabilities). Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement, including, without limitation, recordation of this Sale Order.

12. Upon the Closing and the Debtors' receipt of the Purchase Price, all entities that are currently, or on the Closing may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Buyer, unless the Buyer otherwise agrees.

13. This Sale Order is self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order.

14. To the maximum extent permitted by applicable non-bankruptcy law, (a) the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval (collectively, the "**Permits**") of the Debtors with respect to and included in the Acquired Assets, and (b) all Permits that are included in the Acquired Assets are deemed to have been, and hereby are directed to be, transferred to the Buyer as of the Closing Date. Nothing in this Sale Order, and nothing in the foregoing sentence, authorizes the transfer or assignment of any governmental Permit or the discontinuation of any obligation thereunder without compliance with all applicable legal requirements and approvals under police or regulatory

law. To the extent any Permit cannot be transferred to the Buyer in accordance with this paragraph, the Buyer, with such assistance from the Debtors as is required under the Asset Purchase Agreement, will work promptly and diligently to apply for and secure all necessary government approvals for the transfer or new issuance of the Permit(s) to the Buyer, and the Debtors shall maintain the Permits to the extent required under and subject to the terms of the Asset Purchase Agreement. For the avoidance of doubt, while nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, limits, waives, precludes, or enjoins the enforcement of any police or regulatory authority of a governmental unit, Buyer shall be entitled to operate under each state Permit currently held by or on behalf of the Debtors in relation to the Acquired Assets until such time as each such Permit is transferred to the Buyer and/or an equivalent Permit is issued to the Buyer.

15. To the extent provided by Bankruptcy Code Section 525, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the transactions contemplated by the Asset Purchase Agreement and this Sale Order.

Implementation of the Sale

16. On Closing, the Buyer shall (a) pay the Purchase Price to the Debtors; (b) pay the Cure Costs as more fully described in paragraph 30 of this Sale Order and the Asset Purchase Agreement; (c) assume the Assumed Liabilities; and (d) perform any other obligations required to be performed by Buyer on the Closing. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments

necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement, including, without limitation, recordation of this Sale Order.

17. Within three (3) business days of the Debtors' receipt of the Net Sale Proceeds (as defined in the *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, and (IV) Granting Related Relief* [Docket No. 410] (as it may be modified from time to time, the "**Cash Collateral Order**")) from the sale of the Acquired Assets, the Debtors shall pay the Net Sale Proceeds of the Acquired Assets to the Priority Term Loan Agent, for the account of the Priority Term Loan Secured Creditors, to the extent required under and in accordance with the terms of the Cash Collateral Order or such other order of the Court. Upon the Priority Term Loan Agent's timely receipt of such payment, (a) the Priority Term Loan Obligations shall be paid and satisfied to the extent of the payment and (b) all liens and security interests against the Acquired Assets securing the Priority Term Loan Obligations shall be automatically released and discharged without further action by any person. Upon the payment in full in cash of the Priority Term Loan Obligations and the occurrence of the Challenge Period Termination Date (as defined in the Cash Collateral Order), (w) the Debtors shall have no further indebtedness, liabilities or obligations owing under the Priority Term Loan Credit Agreement or the other "Financing Agreements" (as defined in the Priority Term Loan Agreement, the "**Priority Term Loan Documents**"), (x) other than any provisions thereof that survive pursuant to the terms thereof, the Priority Term Loan Credit Agreement and all other Priority Term Loan Documents (including, without limitation, any mortgages, guaranties and security agreements) and all of the Debtors' obligations thereunder shall terminate and be of no further force and effect, (y) all liens and security interests against the property and assets of the Debtors securing the Priority Term Loan Obligations shall be

automatically fully released and discharged without further action by any person, and (z) each deposit account control agreement in respect of or other sweeps or blocks of any Debtor's deposit accounts or lockboxes in favor of any of the Priority Term Loan Secured Parties shall terminate.

18. The Debtors shall pay the Net Sale Proceeds from the sale of the Acquired Assets to the FILO Agent, for the account of the FILO Term Loan Secured Creditors, to the extent required under and in accordance with the terms of the Cash Collateral Order or such other order of the Court. For the avoidance of doubt, any further payment to the FILO Agent shall be subject to orders previously entered by this Court and any further orders of this Court or provided under the Debtors' Chapter 11 plan.

19. All parties in interest in these Chapter 11 Cases expressly reserve their rights with respect to any allocation of the Purchase Price or value among the purchased Acquired Assets, and any allocation of the Purchase Price or value among the purchased Acquired Assets as determined by the Buyer shall not be determinative or binding on any party in interest in these Chapter 11 Cases except as ordered by the Court after notice and a hearing.

No Successor Liability

20. Other than as expressly set forth in the Asset Purchase Agreement, the Buyer shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Interests, including under any theory of successor or transferee liability, *de facto* merger or continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, including without limitation, with respect to any of the following: (i) any foreign, federal, state, or local revenue law, pension law, ERISA, COBRA, tax law, labor law, employment law, the WARN Act, antitrust law, CERCLA, and any other environmental, health and safety laws, or other law, rule, or regulation

(including, without limitation, filing requirements under any such laws, rules or regulations); (ii) under any products liability law, rule, regulation, or doctrine with respect to the Debtors' liability under such law, rule, regulation, or doctrine, or under any product warranty liability law or doctrine; (iii) under any unfair trade practices law, rule, regulation or doctrine with respect to the Debtors' liability under such law, rule, regulation or doctrine, or under any unfair trade practices liability law or doctrine; (iv) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which the Debtors are a party; (v) any welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (vi) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967, (g) the Americans with Disabilities Act of 1990, or (h) COBRA; (vii) any liabilities, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period; (viii) any environmental liabilities, debts, claims fines, penalties, or obligations arising from conditions, facts or circumstances first existing or occurring on or prior to the Closing (including, without limitation, the presence of or exposure to chemical, hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis and at any time, including, without limitation, any liabilities, debts, claims, fines, penalties or obligations arising under CERCLA, or any other environmental, health, and safety laws; (viii) any liabilities, debts, claims, fines, penalties, or obligations of or required to be paid by the Debtors for

any taxes of any kind for any period; (ix) any liabilities, debts, claims, fines, penalties, or obligations of or required to be paid by the Debtors under any labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations); (x) any bulk sale law; and (xi) any litigation. The Buyer shall have no liability or obligation under the WARN Act simply by virtue of its purchase of assets from the Debtors.

21. The Buyer has given substantial consideration under the Asset Purchase Agreement, which consideration shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Buyer and which shall be deemed to have been given in favor of the Buyer by all holders of Interests and liabilities (except for Permitted Liens and the Assumed Liabilities) in or against the Debtors, or the Acquired Assets. Without limiting the Buyer's obligation to pay and satisfy the Assumed Liabilities, upon consummation of the Sale, the Buyer shall not be deemed to (a) be the successor to the Debtors or their estates, (b) have, *de facto* or otherwise, merged with or into the Debtors, or (c) be a mere continuation, alter ego or substantial continuation of the Debtors under any theory of law or equity as a result of any action taken in connection with the Asset Purchase Agreement or any of the transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Acquired Assets.

22. Effective upon the Closing, except with respect to Assumed Liabilities and Permitted Liens, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer or its assets (including the Acquired Assets) with respect to any (a) Claim or Lien or (b) successor or transferee liability, including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or

continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or Claim; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, or failing or refusing to renew any License, permit, or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith

23. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Buyer without collusion and in good faith, as that term is used in Bankruptcy Code Section 363(m), and, accordingly, the reversal or modification on appeal of the authorization provided in this Sale Order to consummate the Sale and the Transactions shall not affect the validity of the transactions (including the assumption and assignment of any of the Assigned Contracts). The Buyer is a purchaser in good faith of the Acquired Assets and is entitled to all the protections afforded by Bankruptcy Code Section 363(m).

24. As a good faith purchaser of the Acquired Assets, the Buyer has not entered into an agreement with any other potential bidders at the Auction (other than its agreement with the Firearms Buyer as was fully disclosed to all participants at the Auction), and has not colluded with any of the other bidders, potential bidders or any other parties interested in the Acquired Assets, and, therefore, neither the Debtors nor any successor in interest to the Debtors' estates shall be entitled to bring an action against the Buyer, and the Sale may not be avoided pursuant to Section 363(n) of the Bankruptcy Code.

25. The consideration provided by the Buyer for the Acquired Assets under the Asset Purchase Agreement constitutes reasonably equivalent value, fair value, reasonable market value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. The Sale may not be avoided under Bankruptcy Code Section 363(n). The Asset Purchase Agreement was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or for any other purpose that would give rise to statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing. Neither the Debtors nor the Buyer have entered into the Asset Purchase Agreement or any agreement contemplated thereby or are consummating the Sale with any fraudulent or otherwise improper purpose, including, without limitation, to evade any pension liabilities. No other person or entity or group of persons or entities has offered to purchase the Acquired Assets for an amount that would provide greater value to the Debtors and their estates than the value provided by the Buyer. The Court's approval of the Motion and the Asset Purchase Agreement are in the best interests of the Debtors, the Debtors' estates, their creditors, and all other parties in interest.

26. The Buyer is not an "insider" as that term is defined in Section 101(31) of the Bankruptcy Code.

Assumption and Assignment of Assigned Contracts; Assumed Liabilities

27. Pursuant to Bankruptcy Code Sections 105(a), 363, and 365, the Bidding Procedures Order, and subject to and conditioned upon the Closing of the Sale, the Debtors' sale,

assumption and assignment to the Buyer of the Assigned Contracts is approved, and the requirements of Bankruptcy Code Section 365(b)(1) with respect thereto are deemed satisfied.

28. The Debtors are authorized in accordance with Bankruptcy Code Sections 105(a) and 365 to (i) assume and assign to the Buyer, effective as of the Closing and at such other times as may be specified in accordance with the terms and conditions of the Asset Purchase Agreement, as provided by, and in accordance with, the Bidding Procedures Order and the Asset Purchase Agreement, the Assigned Contracts free and clear of all Interests of any kind or nature whatsoever, other than the Permitted Liens and Assumed Liabilities, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer reasonably deems necessary to assign and transfer the Assigned Contracts to the Buyer.

29. The Assigned Contracts shall be transferred and assigned to, pursuant to the Bidding Procedures Order and the Asset Purchase Agreement, and thereafter remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in any such Assigned Contract (including, but not limited to, those of the type described in Bankruptcy Code Sections 365(b)(2), (e)(1), and (f)) that prohibits, restricts, or conditions such assignment or transfer. The Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption and assignment to the Buyer. The Debtors may assign each Assigned Contract in accordance with Bankruptcy Code Sections 363 and 365, and any provisions in any Assigned Contracts that prohibit or condition the assignment of such Assigned Contracts or terminate, recapture, impose any penalty, condition, renewal, or extension, or modify any term or condition upon the assignment of such Assigned Contracts, constitute unenforceable anti-assignment provisions which are void and of no force and effect. All other requirements and conditions under

Bankruptcy Code Sections 363 and 365 for the assumption by the Debtors and assignment to the Buyer of each Assigned Contract have been satisfied.

30. All defaults and all other obligations or liabilities under any Assigned Contract occurring, arising, or accruing prior to the date of the assignment or transfer to the Buyer shall be deemed cured or satisfied upon payment by the Buyer and/or the Debtors (in each case in accordance with Section 1.5 of the Asset Purchase Agreement) of the proposed Cure Cost, as set forth in the Notice of Assumption and Assignment, any Supplemental Notice of Assumption and Assignment, or any other cure amount reached by agreement after an Assigned Contract Objection or otherwise, and, without limiting the foregoing, no effect shall be given to any default of the type set forth in Bankruptcy Code Section 365(b)(2), or the type of default concerning an unexpired lease of real property described in Bankruptcy Code Section 365(b)(1) whether or not such Assigned Contract is an executory contract within the meaning of Bankruptcy Code Section 365.

31. Each non-Debtor counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors, the Buyer, or their respective property (including the Acquired Assets) any fee, acceleration, default, breach, Claim (including any counterclaim, defense, or setoff capable of being asserted against the Debtors), pecuniary loss, or condition to assignment existing, arising, or accruing as of the Closing Date, or arising by reason of the Closing, including any breach related to or arising out of any change-in-control provision in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts, and (b) asserting against the Buyer (or its property, including the Acquired Assets) any Claim or Lien, counterclaim, breach, condition or setoff asserted or capable of being asserted against the Debtors existing as of the Closing Date or arising by reason of the Closing except for the Assumed Liabilities and Permitted Liens.

32. The Cure Costs amounts listed on the Notice of Assumption and Assignment, any Supplemental Notice of Assumption and Assignment, or any other cure amount reached by agreement after an Assigned Contract Objection or otherwise, reflect the sole amounts necessary under Bankruptcy Code Section 365(b) to cure all monetary defaults under the Assigned Contracts, and no other amounts are or shall be due to the non-debtor parties in connection with the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts. Notwithstanding anything to the contrary herein, if the Cure Costs for an Assigned Contract is determined to be greater than the proposed Cure Costs asserted in the Notice of Assumption and Assignment or Supplemental Notice of Assumption and Assignment, the Buyer may decide, in its discretion, not to assume that Assigned Contract. Notwithstanding anything to the contrary herein, in each case in accordance with Bidding Procedures Order and the terms and conditions of the Asset Purchase Agreement, the Buyer may decide (i) not to assume one or more unexpired leases and executory contracts designated on Schedule 1.1(h) of the Asset Purchase Agreement (or Schedule 1.1(g) of the Backup Bid Agreement), and (ii) to supplement Schedule 1.1(h) of the Asset Purchase Agreement (or Schedule 1.1(g) of the Backup Bid Agreement) by including any previously omitted unexpired lease or executory contract.

33. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Assigned Contracts.

34. Notwithstanding anything in the Asset Purchase Agreement or this Sale Order to the contrary and for the avoidance of doubt, the Acquired Assets shall not include any of the Excluded Assets as set forth in Section 1.2 of the Asset Purchase Agreement.

35. The Buyer shall be responsible for the satisfaction of the Assumed Liabilities under the Asset Purchase Agreement, including without limitation the Buyer Cure Amount (or in the case of the Backup Bid Agreement, the Cure Amount) arising under the Assigned Contracts. Except as provided in the Asset Purchase Agreement or this Sale Order, after the Closing, the Debtors and their estates shall have no further liability or obligations with respect to any Assumed Liability, including those arising under the Assigned Contracts, and all holders of such claims are forever barred and estopped from asserting any claims under any Assumed Liability (including those arising under the Assigned Contracts) against the Debtors, their successors or assigns, and their estates.

Backup Bidder

36. SIG Sauer, Inc. (the “**Backup Bidder**”) is hereby approved as the “Backup Bidder” under the Bidding Procedures Order, and pursuant to Bankruptcy Code Sections 105, 363, and 365, the Asset Purchase Agreement attached hereto as Exhibit B (the “**Backup Bid Agreement**”) submitted by the Backup Bidder, the sale of the Acquired Assets (as defined in the Backup Bid Agreement), and consummation of the Sale to the Backup Bidder are hereby approved as the Backup Bid under the Bidding Procedures Order. The Backup Bid on the terms set forth in the Backup Bid Agreement is hereby approved and authorized as a Backup Bid and shall remain open as a Backup Bid pursuant to the terms of the Bidding Procedures Order and the bid terms submitted at the Auction. In the event that the Successful Bidder cannot or refuses to consummate the Sale because of a breach or failure on the part of the Successful Bidder, the Backup Bidder will be deemed the new Successful Bidder and the Debtors shall be authorized, but not directed, to close, and take all actions necessary to close, with the Backup Bidder on the Backup Bid Agreement without further order of the Court, and in such case, all findings and other provisions of this Sale

Order shall apply to the Backup Bidder and the Backup Bid Agreement to the same extent they do with respect to the Buyer and the Asset Purchase Agreement.

Other Provisions

37. Nothing in this Sale Order or in the Asset Purchase Agreement entered into pursuant to this Sale Order releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory authority of a governmental unit.

38. This Sale Order and the Asset Purchase Agreement shall be binding in all respects upon all known and unknown creditors of, and holders of equity security interests in, any Debtor, including any holders of Interests, all counterparties to the Assigned Contracts, all counterparties to contracts that are not assumed or assigned, all successors and assigns of the Buyer, each Debtor and their affiliates and subsidiaries, the Acquired Assets, and any trustees appointed in the Chapter 11 Cases or upon a conversion to cases under Chapter 7 of the Bankruptcy Code, and this Sale Order shall not be subject to amendment or modification and the Asset Purchase Agreement shall not be subject to rejection. Nothing contained in any Chapter 11 plan confirmed in any Debtor's bankruptcy case, any order confirming any such Chapter 11 plan, or any other order in the Chapter 11 Cases shall alter, conflict with, or derogate from, the provisions of the Asset Purchase Agreement or this Sale Order.

39. To the extent applicable, the automatic stay pursuant to Section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court (a) to allow the Buyer to give the Debtors any notice provided for in the Asset Purchase Agreement, and (b) to allow the Buyer to take any and all actions permitted by the Asset Purchase Agreement.

40. No bulk sales law or similar law shall apply in any way to the transactions contemplated by the Sale, the Asset Purchase Agreement, the Motion, and this Sale Order.

41. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, including, but not limited to, retaining jurisdiction to (i) enforce the terms of the Asset Purchase Agreement; (ii) compel delivery of the Acquired Assets to the Buyer; (iii) interpret, implement, and enforce the provisions of this Sale Order; (iii) protect the Buyer, any of the Buyer's affiliates, or any agent of the foregoing, against any Interests against the Debtors or the Acquired Assets of any kind or nature whatsoever, except for the Permitted Liens and Assumed Liabilities, and (iv) enter any order under Bankruptcy Code Sections 363 and 365.

42. No brokers were involved in consummation of the Sale, and no brokers' commissions are due to any person in connection with the Sale; *provided, however*, that this provision does not impact any transaction or other fees due to investment bankers or financial advisors employed (a) by the Debtors, including, but not limited to Ducera Partners LLC, or certain of their creditors for which the Debtors may be obligated to pay in accordance with an engagement letter with such professional(s), or (b) by the Buyers.

43. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

44. The failure to specifically include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it

being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

45. The Asset Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, *provided* that the Debtors shall provide the Bid Consultation Parties with three (3) business days' notice thereof and *provided* further that any such modification, amendment, or supplement does not, based on the Debtors' judgment, have a material adverse effect on the Debtors' estates.

46. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall not be stayed for fourteen (14) days after its entry and shall be effective immediately upon entry, and the Debtors and the Buyer are authorized to close the transaction immediately upon entry of this Sale Order. Time is of the essence in closing the transactions referenced herein, and the Debtors and the Buyer intend to close the transactions as soon as practicable. This Sale Order is a final, appealable order and the period in which an appeal must be filed shall commence upon the entry of this Sale Order.

47. The provisions of the Asset Purchase Agreement and this Sale Order may be specifically enforced in accordance with the Asset Purchase Agreement notwithstanding the appointment of any Chapter 7 or Chapter 11 trustee after the Closing.

48. Headings utilized in this Sale Order are for convenience of reference only, and do not constitute a part of this Sale Order for any other purpose.

49. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

50. The provisions of this Sale Order are non-severable and mutually dependent.

51. All issues raised by Oracle America, Inc. (“**Oracle**”) in *Oracle’s Limited Objection and Reservation of Rights Regarding (a) Debtors’ Motion for (a) an Order Establishing Bidding Procedures and Granting Related Relief and (ii) an Order or Orders Approving the Sale of the Debtors’ Assets; and (b) Notice of Executory Contracts and Unexpired Leases that May Be Assumed and Assigned in Connection with the Sale of the Debtors’ Assets and the Proposed Cure Cost with Respect Thereto* (the “Oracle Objection”) [Docket No. 529] are expressly reserved. The Oracle Objection may be set for hearing on an expedited basis upon the request of Oracle and/or the Debtors.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Asset Purchase Agreement

EXHIBIT 4

(See attached Adjustment Escrow Agreement)

ESCROW AGREEMENT

This ESCROW AGREEMENT, dated as of the date set forth beneath the signature of the Buyer below (this “*Agreement*”), is made and entered into by and among Remington Outdoor Company, Inc. (the “*Company*”), the buyer signatory hereto (the “*Buyer*”), and M-III Advisory Partners, LP (the “*Escrow Agent*”). The Company and the Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*”.

RECITALS

WHEREAS, the Buyer is seeking to acquire certain assets of the Company pursuant to an Asset Purchase Agreement by and between the Buyer and the Company and certain of its subsidiaries entered into in connection herewith (the “*APA*”), and in accordance with the APA, the Company and the Buyer have agreed to deposit into escrow the amount set forth beneath the Buyer’s signature to this Agreement (the “*Adjustment Escrow Amount*”) with the Escrow Agent; and

WHEREAS, the Escrow Agent is willing to hold and administer the Adjustment Escrow Amount, but only upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Appointment. The Company and the Buyer hereby designate, constitute and appoint M-III Advisory Partners, LP as Escrow Agent under this Agreement, and the Escrow Agent accepts such designation and appointment. In such capacity, the Escrow Agent shall hold and administer the Adjustment Escrow Amount in accordance with the terms of this Agreement.

2. Deposit of Funds. Unless the Escrow Agent shall otherwise agree in writing, the Buyer shall transfer the Adjustment Escrow Amount to the Adjustment Escrow Account by wire transfer of immediately available funds in United States dollars. Upon receipt of the Adjustment Escrow Amount, the Escrow Agent will notify the Buyer and the Company by email at the addresses set forth below their signatures to this Agreement.

3. Terms of Adjustment Escrow Account. The Buyer and the Company irrevocably and unconditionally acknowledge and agree that:

(a) The Adjustment Escrow Account shall be deposited into a bank account owned by, and titled in the name of, the Escrow Agent (the “*Adjustment Escrow Account*”) with a federally-insured depository institution.

(b) The Adjustment Escrow Account shall be segregated from the general operating funds of the Escrow Agent, but the Adjustment Escrow Account shall **not** be a trust or similar account.

(c) The Adjustment Escrow Account shall **not** accrue interest for the benefit of the Buyer or the Company.

(d) Notwithstanding anything to the contrary contained in this Agreement, the Escrow Agent shall have no obligation to disburse funds from the Adjustment Escrow Account until the funds deposited into such account by the Buyer constitute cleared funds and are not subject to recapture by the Buyer's bank.

(e) The Escrow Agent is not a party to any underlying purchase agreement (including the APA) between the Buyer and the Company and shall have no obligation to comply with the terms thereof. The escrow arrangement contemplated by this Agreement and the administration of the Adjustment Escrow Account shall be governed solely by the terms of this Agreement and without regard to the terms of the APA.

4. Release of Funds.

(a) The Adjustment Escrow Account shall be released by the Escrow Agent only in accordance with the terms of this Agreement or order of a court of competent jurisdiction.

(b) The Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Funds as provided in, this Section 4(b) as follows:

(i) Upon receipt of a Joint Release Instruction with respect to any of the Adjustment Escrow Amount, the Escrow Agent shall promptly, but in any event within two (2) business days after receipt of a Joint Release Instruction, disburse all or part of the Adjustment Escrow Amount in accordance with such Joint Release Instruction.

(ii) Upon receipt by the Escrow Agent of a copy of Final Determination from any Party, the Escrow Agent shall on the fifth (5th) business day following receipt of such Final Determination, disburse as directed, part or all, as the case may be, of the Adjustment Escrow Amount which are the subject of the Final Determination (but only to the extent funds are available in the Adjustment Escrow Account) in accordance with such Final Determination. The Escrow Agent may act on such Final Determination without further inquiry.

(iii) All payments of any part of the Adjustment Escrow Amount shall be made by wire transfer of immediately available funds or check as set forth in the Joint Release Instruction or Final Determination, as applicable.

(b) Certain Definitions.

(i) "**Final Determination**" means a final non appealable order of any court of competent jurisdiction with respect to the disposition of the Adjustment Escrow Amount, together with (A) a certificate of the prevailing Party to the effect that such order is final and non-appealable and from a court of competent jurisdiction

having proper authority and (B) the written payment instructions of the prevailing Party to effectuate such order.

(ii) “**Joint Release Instruction**” means the joint written instruction executed by an authorized signer of each of the Company and the Buyer directing the Escrow Agent to disburse all or a portion of the Adjustment Escrow Amount, as applicable.

5. Status of the Escrow Agent.

(a) The Escrow Agent is to be considered and regarded as a depository only, and shall not be responsible or liable (except for its fraud, gross negligence, or willful misconduct) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited as part of the Adjustment Escrow Account, nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent’s duties hereunder shall be limited to the safekeeping investment of money, instruments, and securities received by it as Escrow Agent and for their disbursement in accordance with the terms, provisions and conditions of this Agreement.

(b) The Escrow Agent shall not be responsible for the genuineness of any certificate or signature and may rely conclusively upon and shall be protected when acting upon any notice, affidavit, request, consent, instruction, check, or other instrument believed by the Escrow Agent in good faith to be genuine or to be signed or presented by the proper person, or duly authorized, or properly made. The Escrow Agent will not be required to investigate the authority of the person executing and delivering any instructions hereunder, or otherwise to verify the accuracy of the statements or information presented therein. The Escrow Agent shall have no responsibility except for the performance of the Escrow Agent’s express duties under this Agreement and no additional duties shall be inferred or implied.

(c) The Escrow Agent shall not be liable for any act or omission in the performance of the duties of the Escrow Agent under this Agreement unless such act or omission constitutes fraud, bad faith or gross negligence. In furtherance, and not in limitation, of the foregoing sentence, the Escrow Agent will not be liable for any loss or damage resulting from the following (i) any default, error, action, or omission of any other party, (ii) the expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business, (iii) any loss or impairment of funds while on deposit with a federally-insured bank, resulting from failure, insolvency or suspension of such bank, and (iv) the Escrow Agent’s compliance with any and all legal process, writs, orders, judgments, and decrees of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed. The Escrow Agent will not be accountable for any incidental benefit that may be attributable to the Adjustment Escrow Account.

(d) The Escrow Agent shall not be required to institute or defend any action involving any matters relating to this Agreement or which affect the Escrow Agent or the duties or liabilities of the Escrow Agent under this Agreement unless or until requested to do so by any

party to this Agreement, and then only upon receiving full indemnity, in form and substance satisfactory to the Escrow Agent, against all claims, liabilities and expenses.

6. OFAC Representation. Neither the Buyer nor any of its subsidiaries nor, to the knowledge of the Buyer, any director, officer, agent, employee, or person acting on behalf of the Buyer or any subsidiary of the Buyer is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“*OFAC*”), and the Buyer will not directly or indirectly lend, contribute or otherwise make available any proceeds to any joint venture partner or other person or entity, towards any sales or operations in Cuba, Iran, Syria, Sudan, Myanmar or any other country sanctioned by OFAC or for the purpose of financing the activities of any person or entity, including those designated by OFAC as “Specially Designated Nationals” or “SDNs,” currently subject to any U.S. sanctions administered by OFAC.

7. Disputes. In event of any dispute among the parties with respect to the Escrow Agent or the duties of the Escrow Agent:

(a) the Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel; or

(b) the Escrow Agent may refrain from acting until required to do so by a final and non-appealable order of a court of competent jurisdiction.

In addition, the Escrow Agent will have the right, exercisable in its sole discretion, to resign by giving written notice to the Company and the Buyer, specifying a date on which such resignation will take effect, which will be no earlier than ten (10) business days after the delivery of such notice. Promptly upon receipt of such notice, the Company and the Buyer will appoint a mutually acceptable successor escrow agent. Upon delivery by the successor escrow agent to Company, Buyer, and Escrow Agent of a written instrument accepting such appointment, the successor escrow agent will succeed to all the rights and duties of Escrow Agent hereunder. If a successor escrow agent is not appointed by the expiration of such ten (10) business day period, the Escrow Agent will have the right, exercisable in its sole discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction the Adjustment Escrow Account, together with any such legal pleadings as it deems appropriate.

8. Fee of Escrow Agent. The Company shall be liable for the fees of the Escrow Agent in connection with this Agreement and such fees shall not be chargeable against the Escrow Fund. The Company further acknowledges and agrees that the services provided by the Escrow Agent hereunder constitute “Services” for the purposes of (and as defined in) the engagement letter, dated April 23, 2020, between the Escrow Agent and the Company.

9. Non-Waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, by overnight express mail (e.g., Federal Express) to relevant party at the address set forth below is signature to this Agreement or as otherwise expressly set forth herein. The address of any party may be changed by notice duly given as provided above.

11. Nonexclusive Protection. The provisions of this Agreement are cumulative and not exclusive of any other rights or remedies which any party may have at law or equity.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; *provided* that any permitted assignment of either party's obligations or liabilities shall not relieve that party of any of its liabilities or obligations under this Agreement.

13. Titles. The titles are for convenience or reference and shall not deemed to modify or affect the interpretation of this Agreement. The term "herein" in this Agreement refers to this Agreement as a whole and not to any particular section hereof.

14. Modification. Neither this Escrow Agreement, nor any of its provisions, shall be modified, changed, discharged, or terminated except by an instrument in writing which has been signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

15. Further Assurances. In connection with the transactions contemplated by this Escrow Agreement, the parties agree to execute any additional agreements, instruments or documents and to perform and do any additional acts and things as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Agreement.

16. Delay. No delay or omission on the part of any party in exercising any right shall operate as a waiver of that right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

17. No Third-Party Beneficiaries. The terms and provisions of this Agreement are for the benefit only of the Company, the Buyer, and the Escrow Agent, and their respective successors and assigns. Nothing contained herein will be deemed or construed to inure to the benefit of any other person or party, it being the express intent of the Company, the Buyer, and the Escrow Agent that no such person or party will be entitled to any of the benefits hereunder, except as expressly provided herein.

18. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall an original, but all of which together shall constitute the same Agreement. Any page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any

other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind each Party.

[Signature Page Follows.]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed and delivered by its duly authorized signatory as of this ___ day of September, 2020.

COMPANY:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name:
Title:

Address for Notices:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

EIN: 26-0174491

BUYER:

SIG SAUER INC.

By: _____
Name:
Title:

Address for Notices:

SIG Sauer, Inc.
72 Pease Boulevard
Newington, New Hampshire 03801
Attention: Daryl Hanna, and Steven
Shawver, Esq.
Email: Daryl.Harma@sigsauer.com and
Steven.Shawver@sigsauer.com,
respectively

EIN: 020528156

Adjustment Escrow Amount:
US\$1,000,000.00

With a copy to:

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John Paul Motley, Esq., and
Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875,
respectively
Email: jpmotley@omm.com and
swarren@omm.com, respectively

ESCROW AGENT:

M-III ADVISORY PARTNERS, LP

By: _____
Name:
Title:

Address for Notices:

1700 Broadway – 19th Floor
New York, New York 10019
Attention: General Counsel
Email: legal@miiipartners.com

EXHIBIT 5

(See attached Balance Sheet Rules)

Balance Sheet Rules

Capitalized terms used but not defined in this Exhibit shall have the meanings given to them in the Agreement or if not defined in the Agreement, the meaning given to them under “GAAP”, which means generally accepted accounting principles in effect from time to time.

“Balance Sheet Rules” means GAAP, as applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the financial statements of the Business and the Seller. For purposes of the Pre-Closing Statement, Post-Closing Statement, Estimated Inventory Amount, Closing Inventory Amount, and Final Inventory Amount, in the event of a difference between GAAP and past practice, all amounts shall be recorded in accordance with GAAP.

Notwithstanding the foregoing, the value of Inventory set forth on the Pre-Closing Statement and Estimated Inventory Amount may not be increased by way of a new account or change in accounting methodology as compared to past practice.

For purposes of determining Estimated Inventory Amount and Closing Inventory Amount, Inventory shall mean means the merchantable, quality inventory of the Business (calculated in the same manner as the balances set forth in data-room file 1.1.1.2.46, including reserves), that is saleable in the ordinary course of business, recorded in accordance with GAAP (for avoidance of doubt, Inventory will include sufficient reserves for damaged, slow-moving, shrink, spoilage, and obsolete inventory, and will be adjusted for the results of inventory counts performed as required for closing).

Any purchase accounting adjustments required under ASC 805 (the former Statement of Financial Accounting Standards No. 141R, Business Combinations) that result from the transactions contemplated by the Asset Purchase Agreement will be excluded.

Inventory Amount Illustrative Example

Account description	Account number	08/31/2020 ¹
Inventory, net:		
Raw materials, net:		
Raw materials	A1010301A	9,457,939
Raw materials reserves	A1010301B	(1,333,242)
Raw materials, net		8,124,698
Work in process, net:		
Work in process	A1010302A	5,239,874
	A1010302C	
WIP reserves	A1010302B	(251,932)
Work in process, net		4,987,942
Finished goods, net:		
Finished goods	A1010303A	5,900,097
Finished goods reserves	A1010303B	(831,670)
Finished goods, net		5,068,427
Total Inventory (Net) ²		\$18,181,067
Inventory Amount Target		\$15,752,076

Sample Calculation

Sample Final Inventory Amount: \$16,181,067

Inventory Amount Target: \$15,752,076

Sample Inventory Amount Overage: \$428,991

Inventory Collar Amount: +/- \$2,000,000

Sample Purchase Price Adjustment: \$0 (Sample Inventory Amount Overage is less than or equal to the Inventory Collar Amount, resulting in no Sample Purchase Price Adjustment)

- 1) Based on dataroom file 1.1.1.2.56 (period end-date not specified – refers to 2020.AUG period).
- 2) For the avoidance of doubt, Estimated Inventory Amount and Closing Inventory Amount balances exclude impacts from unallocated Corporate amounts and should be calculated on a consistent basis with data-room files referenced in this exhibit.

Exhibit C

ASSET PURCHASE AGREEMENT

by and among

ROUNDHILL GROUP, LLC

as Buyer,

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.,

as Seller

SET FORTH ON THE SIGNATURE PAGES HERETO

Dated as of September 26, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS	6
Section 1.1 Transfer of Acquired Assets	6
Section 1.2 Excluded Assets	9
Section 1.3 Assumption of Liabilities.....	12
Section 1.4 Retention of Liabilities	12
Section 1.5 Assumed Leases and Assumed Contracts; Cure Amount.....	13
Section 1.6 Non-Assignment of Acquired Assets.....	14
Section 1.7 Further Conveyances and Assumptions.....	15
ARTICLE 2. CONSIDERATION	16
Section 2.1 Consideration	16
Section 2.2 Good Faith Deposit.....	16
ARTICLE 3. CLOSING AND DELIVERIES.....	16
Section 3.1 Closing	16
Section 3.2 Seller's Deliveries.....	16
Section 3.3 Buyer's Deliveries	18
ARTICLE 4. REPRESENTATIONS AND WARRANTIES.....	18
Section 4.1 Representations and Warranties of Seller	18
Section 4.2 Representations and Warranties of Buyer.....	21
Section 4.3 Warranties Exclusive; Schedules.....	23
Section 4.4 Survival of Representations and Warranties.....	23
ARTICLE 5. COVENANTS OF THE PARTIES	23
Section 5.1 Covenants of Seller	23
Section 5.2 Covenants of Buyer.....	25
ARTICLE 6. ADDITIONAL AGREEMENTS.....	27
Section 6.1 Bankruptcy Matters.....	27
Section 6.2 Transition Arrangements	27
Section 6.3 Further Assurances.....	28
ARTICLE 7. EMPLOYEES AND EMPLOYEE BENEFITS	28
Section 7.1 Transferred Employees	28
Section 7.2 Employment Tax Reporting.....	29
Section 7.3 Benefits	29
Section 7.4 WARN Act.....	29
Section 7.5 Third Party Beneficiary.....	29
ARTICLE 8. TAXES.....	30
Section 8.1 Taxes Related to Purchase of Assets	30
Section 8.2 Cooperation on Tax Matters	30
Section 8.3 Allocation of Purchase Price.....	31
ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES	31

TABLE OF CONTENTS

(continued)

	Page
Section 9.1 Conditions Precedent to Performance by Seller	31
Section 9.2 Conditions Precedent to Performance by Buyer	33
ARTICLE 10. TERMINATION.....	34
Section 10.1 Conditions of Termination.....	34
Section 10.2 Effect of Termination; Remedies.....	35
ARTICLE 11. MISCELLANEOUS	36
Section 11.1 Successors and Assigns.....	36
Section 11.2 Governing Law; Jurisdiction.....	36
Section 11.3 WAIVER OF JURY TRIAL.....	36
Section 11.4 Expenses	37
Section 11.5 Broker's and Finder's Fees	37
Section 11.6 Severability	37
Section 11.7 Notices	37
Section 11.8 Amendments; Waivers.....	38
Section 11.9 Time of Essence.....	38
Section 11.10 Public Announcements	39
Section 11.11 Entire Agreement	39
Section 11.12 Parties in Interest.....	39
Section 11.13 Bulk Sales Laws.....	40
Section 11.14 Construction.....	40
Section 11.15 Counterparts and Facsimile.....	40
ARTICLE 12. DEFINITIONS.....	40
Section 12.1 Certain Terms Defined.....	40
Section 12.2 All Terms Cross-Referenced.....	48

SCHEDULES

Schedule 1.1(i)	- Assumed Business Contracts
Schedule 1.2(q)	- Excluded Assets
Schedule 1.3(b)	- Assumed Liabilities
Schedule 1.4(n)	- Excluded Liabilities
Schedule 1.5(a)	- Estimated Cure Amount
Schedule 4.1(g)	- Compliance with Law
Schedule 4.1(h)	- Contracts
Schedule 4.1(i)	- Material Permits
Schedule 4.1(j)	- Acquired Intellectual Property
Schedule 11.5	- Brokers and Finders
Schedule 12.1(a)	- Tradenames
Schedule 12.1(b)	- Permitted Liens

EXHIBIT

- Exhibit 1 - Bidding Procedures Order
- Exhibit 2 - Trademark License Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 26, 2020 (the “Effective Date”), is entered into by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to this Agreement (collectively with ROC, “Seller”), and the Roundhill Group, LLC (“Buyer”), or a Buyer Acquisition Vehicle as assignee in accordance with Section 11.1. Capitalized terms used in this Agreement are defined or cross-referenced in Article 12.

RECITALS

A. Seller is engaged in the manufacture, design, marketing and sale of shotguns, rifles, handguns and modular firearms and related components and accessories other than the Marlin Business (the “Business”). On July 27, 2020 (the “Petition Date”), Seller filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court” and the case arising under such petition, the “Bankruptcy Case”).

B. On the Petition Date, Seller filed a Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Debtors’ Assets (the “Bidding Procedures Motion”) pursuant to which Seller sought, and the Bankruptcy Court approved, the Bidding Procedures Order attached hereto as Exhibit 1 (the “Bidding Procedures Order”).

C. Buyer desires to purchase the Acquired Assets free and clear of Liens, Claims and Interests (other than Permitted Liens), except for assumption of the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign and transfer to Buyer, the Acquired Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

D. Buyer, in exchange for the transfer to Buyer of the Acquired Assets, desires to provide certain consideration (as set forth below) to Seller.

E. The Acquired Assets and Assumed Liabilities are assets and liabilities of Seller, which are to be purchased and assumed by Buyer pursuant to an order of the Bankruptcy Court approving such sale pursuant to Sections 105, 363 and 365 of the Bankruptcy Code (the “Sale Order”), which order will include the authorization for the assumption by Seller and assignment to Buyer of certain executory contracts and unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with the applicable provisions of the Bankruptcy Code. The consummation of the transactions set forth in this Agreement is subject, among other things, to the entry of the Sale Order.

F. This Agreement is conditioned upon Vista Outdoor, Inc. (“Vista”) being the

successful bidder for Debtors' ammunition business and related assets.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS.

Section 1.1 Transfer of Acquired Assets. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to the Acquired Assets free and clear of all Liens, Claims and Interests (other than Permitted Liens and the Assumed Liabilities). For all purposes under this Agreement, the term "Acquired Assets" shall not include any Excluded Assets, and shall mean all of the other properties, assets, Interests and rights of Seller existing as of the Closing Date, of any kind or nature, real or personal, tangible or intangible, that in each case primarily relate to the ownership, operation and management of the Business, including, but not limited to:

(a) The following real property (the "Owned Real Property"):

1. Gun Factory
14 Hoefler Avenue¹
Ilion, NY 13357
2. Steam Plant Parcel
Accessible via Commerce Street²
Ilion, NY 13357
3. Handgun Barrel Factory
5900 Highway 321 North
Lenoir City, TN 37771
4. Auxiliary Property
6035 Hwy 321
Lenoir City, TN 37771

(b) all Leases pursuant to which Seller has the right to possess, use, lease or occupy (or grant others the right to possess, use, lease or occupy) any Leased Real Property used in Seller's ownership, operation and management of the Business,

¹ Parcel Nos.: 120.37-4-1, 120.37-4-3, 120.37-4-29, 120.37-4-71, 120.37-4-77, 120.37-4-81, 120.37-5-8, 120.37-5-16, 120.37-5-36, 120.45-1-20.1

² Parcel No.: 119.36-1-13.3

together with all security and other deposits related thereto, prepaid rent and appurtenances thereto and associated therewith (collectively, the “Assumed Leases”);

(c) all Leasehold Improvements of Seller located on the Leased Real Property that is subject to the Assumed Leases (the “Assumed Leased Real Property”);

(d) all of Seller’s owned (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and any other tangible personal property (including without limitation consumables located at the premises of the Business) that is in any of the foregoing cases primarily used for the ownership, operation or management of the Business (the “Owned FF&E”), and (ii) to the extent assignable, rights to any warranties and licenses received from manufacturers and sellers of the Owned FF&E;

(e) all of Seller’s (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts primarily used for the ownership, operation or management of the Business, that are in each case leased pursuant to any Contract (the “Assumed FF&E Leases” and the equipment, machinery, furniture, fixtures and improvements, tooling and spare parts so leased, the “Leased FF&E”), (ii) rights under the Assumed FF&E Leases, and (iii) to the extent assignable, rights to any warranties and licenses received from manufacturers and lessors of the Leased FF&E;

(f) all of Seller’s (i) owned cars, trucks and other motor vehicles primarily used in connection with the Business (the “Owned Motor Vehicles”), and (ii) rights to the warranties and licenses received from manufacturers and sellers of the Owned Motor Vehicles;

(g) (ii) all proceeds and recoveries from, policies (but not, for the avoidance of doubt, any Insurance Policies themselves) to the extent attributable to any of the Acquired Assets only to the extent in respect of periods on or after the Effective Date) (the rights described in this Section 1.1(h) being collectively the “Assumed Policy Rights”);

(h) all Contracts set forth on Schedule 1.1(i) (collectively, the “Assumed Business Contracts” and, together with the Assumed FF&E Leases, the Assumed Inbound IP Licenses, the Assumed Outbound IP Licenses, and the Assumed Motor Vehicle Leases, the “Assumed Contracts”);

(i) to the extent transferable under applicable Law, all Permits issued to Seller that are primarily used in connection with the ownership, operation and/or management of the Business, and all pending applications therefor;

(j) all (i) registered and unregistered Intellectual Property owned and primarily used by Seller in connection with the ownership, operation and/or management of the Business, other than Excluded Assets, and any and all corresponding rights that, now or hereafter, may be secured throughout the world (collectively, the “Acquired Intellectual Property”), and (ii) to the extent transferable under applicable Law, all agreements under which Intellectual Property is licensed to Seller and used

primarily in connection with the ownership, operation and/or management of the Business, other than the Trademark License Agreement (collectively, the “Assumed Inbound IP Licenses”);

(k) the agreements listed on Schedule 1.1(k) under which Seller has granted licenses, sublicenses, or similar rights, permissions or franchises to use any Acquired Intellectual Property (the “Assumed Outbound IP Licenses”);

(l) all sales orders or other commitments of Seller to purchasers of goods, services or products produced or sold by the Business (the “Customer Orders”);

(m) all right, title and interest in and to all inventory, supplies and finished goods within the scope of the operations of the Business and located on the Owned Real Property and the Leased Real Property or (to the extent within the scope of the operations of the Business) in the possession of any third-party bailees (collectively, the “Inventory”);

(n) all (i) rights to refunds relating to, and prepaid expenses and deposits attributable to, any Purchase Orders, Customer Orders, Assumed Contracts and Inventory, and all rights under credit card merchant accounts, (ii) prepaid charges and deposits in respect of telephone, electricity, water and sewer and other utilities provided to the above-referenced Owned Real Property and the Assumed Leased Real Property, (iii) prepaid common area maintenance expenses relating to any Assumed Lease to the extent in respect of periods on or after the Closing Date and security deposits for any Assumed Lease, (iv) ordinary holdbacks (including ordinary credit card holdback payments or protection reserves) in connection with or relating to any Acquired Asset and (v) other deposits, prepaid charges and expenses paid by Seller and other rights of Seller in connection with or primarily relating to any Acquired Asset;

(o) all goodwill, including all goodwill associated with the Business, with the Acquired Intellectual Property, and with any of the other Acquired Assets;

(p) Claims held by Seller that relate to Acquired Assets;

(q) all other tangible or intangible assets of Seller primarily used in connection with the ownership, operation and/or management of the Business;

(r) to the extent permitted by applicable Law (and other than all Documents of Seller held by Seller or Seller’s counsel related to the Retained Litigation), all Documents that are primarily used in, held for use in or intended to be used in, or that primarily relate to, the Acquired Assets, the Assumed Liabilities or the Business; provided, that Buyer shall provide Seller with reasonable access (during business hours with reasonable prior notice and without cost to Seller) to the same following the Closing to the extent reasonably necessary to permit Seller to wind-down and liquidate its estate after the Closing; and provided, further, that Seller shall keep such information confidential in accordance with all requirements of applicable Law;

(s) all contents of the Remington Museum including all firearms of every nature which are owned by Seller, including but not limited to all antique, collectible, and historic firearms owned by Seller whether located at the Ilion, NY Remington Arms Museum or at any other location or on loan or display elsewhere or located at any other location including firearms on loan to Bass Pro Outdoor World, LLC, Buffalo Bill Center of the West, and elsewhere;

(t) all antique, collectible, and historic firearms owned by Seller whether not considered part of the Ilion, NY Remington Museum or at any other location or on loan or display elsewhere or located at any other location including firearms on loan to Bass Pro Outdoor World, LLC, Buffalo Bill Center of the West, and elsewhere;

(u) all antique, collectible, and historic firearms owned by Seller not considered part of the Ilion, NY Remington Arms Museum or at any other location or on loan or display elsewhere or located at any other location including firearms on loan to Bass Pro Outdoor World, LLC, Buffalo Bill Center of the West, and elsewhere;

(v) all rights and title to the shares of capital stock (and any other equity interests or rights convertible into equity interests) (the “RLC Shares”) of Remington Licensing Corporation, a Delaware corporation, that are owned by RA Brands, L.L.C., a Delaware limited liability company (provided, that, Buyer reserves the right, in its sole discretion to assign to a third party or classify the assets described in this subsection (h) as an Excluded Asset at any time prior to the Closing Date; provided further that any such deduction shall have no effect on the Purchase Price); and

(t) all artwork owned by Seller wherever located, including all artwork on loan or display outside the company including but not limited to all artwork located at the Remington Arms Museum location including artwork on loan to Bass Pro Outdoor World, LLC, Buffalo Bill Center of the West, and elsewhere.

Section 1.2 Excluded Assets. Except as provided in Section 1.1, the Acquired Assets shall not include any right, title or interest of any Person other than Seller in any property or asset, or Seller’s right, title and interest in, to and under properties and assets not used in connection with the ownership, operation and/or management of the Business, and shall specifically exclude the following properties, Contracts, Leases, and other assets, interests and rights of Seller (all such items not being acquired by Buyer being referred to in this Agreement as the “Excluded Assets”):

(a) all rights of every nature and description (other than Assumed Policy Rights) under or arising out of all insurance policies of Seller (the “Insurance Policies”), including without limitation (i) with respect to Claims arising prior to the Effective Date (ii) to the extent of coverage of any Excluded Liabilities, (iii) under those insurance policies covering any tort liabilities that are not Assumed Liabilities, (iv) under the D&O Insurance, and (v) under those insurance policies covering liabilities and Claims against Seller and its affiliates relating to the Excluded Employee Liabilities);

(b) any asset that is not owned or leased by Seller or not used or held for use in connection with the ownership, operation and management of the Business;

(c) any minute books, stock ledgers, corporate seals and stock certificates of Seller, and other similar books and records that Seller is required by Law to retain and all Tax Returns, financial statements and corporate or other entity filings; provided that (i) Seller shall provide Buyer with reasonable access to the same following the Closing to the extent relating to the Acquired Assets and when reasonably requested by Buyer; and (ii) Buyer shall be entitled upon reasonable request to be provided with copies of all such records, at its own expense, and provided, further, that Seller shall notify Buyer before disposing of any such records and upon Buyer's reasonable request shall transfer them to Buyer;

(d) all (i) prepaid premiums in respect of all Insurance Policies, (ii) retainers, prepayments or on-account cash paid to Seller's professionals and advisors, including any carve-out under any DIP Facility or cash collateral arrangements (whether retained in the Bankruptcy Case or otherwise), and (iii) other deposits, prepaid charges and expenses paid by Seller to the extent in connection with or relating to any Excluded Asset;

(e) all rights to or claims for refunds, overpayments or rebates of Pre-Closing Taxes, including any refunds, overpayments or rebates of Pre-Closing Taxes for any Straddle Period, other than, in any of the foregoing cases, any such refunds, overpayments or rebates that are attributable to Taxes actually paid by Buyer;

(f) all shares of capital stock (and any other equity interests or rights convertible into equity interests) issued by any Seller entity;

(g) all Documents exclusively relating to any Excluded Asset provided, that Seller shall provide Buyer with reasonable access at Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then- applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(h) all Documents exclusively relating to any Employees who do not become Transferred Employees; provided that, to the extent permitted by applicable Law, Seller shall make copies of such Documents available to Buyer if reasonably related to addressing or defending any such Employees' claims against Buyer;

(i) subject to Section 1.6, any asset that requires the consent of a third party to be transferred, assumed or assigned hereunder as to which, by the Closing Date (and after giving effect to the entry of the Sale Order and any other Order of the Bankruptcy Court eliminating any contractual right of third parties to withhold such consent), such consent to transfer, assumption or assignment has not been effected or excused (for clarity, all liabilities associated with each such asset are excluded from Assumed Liabilities pursuant to Section 1.4(a));

(j) all Employee Benefit Plans and all assets of, and Contracts exclusively relating to or associated with such plans;

(k) all Cash and all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing;

(l) any rights of Seller under this Agreement or any Ancillary Agreement to which Seller is a party, including without limitation any rights relating to the Purchase Price;

(m) copies of all Historic Firearms Books and Records of Seller provided, that Seller shall provide Buyer with reasonable access at Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then- applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(n) all Documents of Seller held by Seller or Seller's counsel relating to (i) any litigation against Seller or (ii) the Excluded Employee Liabilities;

(o) the D&O Insurance, and all proceeds thereof;

(p) all rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses related to any Excluded Liability;

(q) any properties, Contracts, Leases, or other assets, interests and rights of Seller that (i) do not relate to the ownership, operation or management of the Business or (ii) are otherwise set forth on Schedule 1.2(q);

(r) all Avoidance Actions;

(s) Claims held by Seller against any party that are covered by, relate to or are based upon any Insurance Policies (including the D&O Insurance);

(t) all assets subject to an Ammunitions Business Bid (as defined in the Bidding Procedures Order);

(u) all assets primarily used in the Marlin Business, including all trademarks, service marks and logos containing Marlin or an abbreviation or derivation thereof;

(v) all trademarks, service marks and logos containing Remington or an abbreviation or derivation thereof;

(w) all trademarks, service marks, logos and domain names related to the Non-Core Brands, and all Intellectual Property exclusively used in connection with the products and services manufactured and sold under the Non-Core Brands;

(x) the list of “Licensed Trademarks” affixed as Appendix B to the Trademark License Agreement between Vista Outdoor, Inc. and Buyer in substantially the form set forth in Exhibit 2 (the “Trademark License Agreement”); and

(y) any real property owned by of Seller other than the Owned Real Property.

Section 1.3 Assumption of Liabilities. At the Closing, Buyer shall assume, and Buyer agrees to thereafter pay, perform and discharge when due, and indemnify, defend and hold harmless Seller, its Affiliates and all of their respective Related Persons from and against, the following liabilities (all items in this Section 1.3 being, collectively, the “Assumed Liabilities”):

(a) all liabilities and unperformed and unfulfilled obligations of Seller under the terms of any Assumed Contract or Assumed Lease (including all premium finance arrangements of Seller for Assumed Contracts), and the Cure Amount in connection with the assignment of the Assumed Leases and the Assumed Contracts to, and the assumption of the Assumed Leases and the Assumed Contracts by, Buyer;

(b) all liabilities and obligations of Seller set forth on Schedule 1.3(b);

(c) all liabilities and obligations for Post-Closing Taxes (including those relating to any Straddle Period);

(d) all liabilities and obligations for Transaction Taxes; and

(e) all liabilities under the CBA, as revised and amended to reflect the terms of Section 7.1 herein and to exclude any liability for unpaid wages, benefits or Pension Plan obligations.

Section 1.4 Retention of Liabilities. Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain liabilities and obligations of Seller (all such liabilities and obligations not being assumed being herein referred to as the “Excluded Liabilities”). The Excluded Liabilities include, without limitation, the following liabilities and obligations:

(a) all liabilities and obligations under or relating to the Excluded Assets;

(b) all liabilities and obligations of Seller under or relating to the Priority Term Loan, the FILO Facility, the Exit Term Loan or the Intercompany Note;

(c) all liabilities and obligations relating to any Employee Benefit Plans (the “Excluded Employee Liabilities”);

(d) all liabilities and obligations for Pre-Closing Income Taxes;

(e) all liabilities and obligations of Seller arising under or incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements to which Seller is a party and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(f) all liabilities of, and Claims against, Seller arising from and in connection with grants of restricted common unit/share awards and stock options by Seller;

(g) any liabilities and obligations of Seller under this Agreement, or under any Ancillary Agreement to which Seller is a party;

(h) all liabilities under any Qualifying Excluded Contracts and Leases;

(i) all State of Alabama Project Development Liabilities;

(j) all City of Huntsville Project Development Liabilities;

(k) the Retained Litigation;

(l) all other liabilities and obligations arising out of or relating to Seller's ownership, operation or management of the Business and the Acquired Assets prior to the Closing;

(m) all liabilities and obligations under the Pension Plan and otherwise payable to employees not retained by Buyer; and

(n) all liabilities set forth on Schedule 1.4(n).

Section 1.5 Assumed Leases and Assumed Contracts; Cure Amount.

(a) At such time as is specified in the Sale Order, pursuant to Section 365 of the Bankruptcy Code, Seller shall assume and assign to Buyer and Buyer shall assume from Seller, the Assumed Leases and the Assumed Contracts. The amounts necessary, pursuant to Section 365 of the Bankruptcy Code, to cure any and all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults under any Assumed Lease or Assumed Contract (such aggregate amount, the "Cure Amount") shall be paid by Buyer, in each case as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order and this Agreement. Schedule 1.5(a) contains Seller's estimate as of the Effective Date of the Cure Amount. Buyer may, in its sole discretion (but subject to the limitations in Section 1.5(d)), amend Schedule 1.2(q) to indicate the rejection of any executory contracts at any time prior to the date of a final hearing to approve the sale of the Acquired Assets (the "Sale Hearing"), upon written notice to Seller; provided that the definition or interpretation of (i) "Acquired Assets" for the purposes of Section 1.3 only and (ii) "Assumed Liabilities"

and “Excluded Liabilities” for any purposes under this Agreement, shall not reflect any such amendment without the prior written consent of Seller.

(b) Seller shall timely serve the motion seeking entry of the Sale Order to all parties to Leases and Contracts and, subject to Section 1.6 and the performance of Buyer’s obligations in Section 5.2, Seller shall use commercially reasonable efforts to cause the Assumed Leases and Assumed Contracts to be assumed by Seller and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code, and Seller shall comply with all requirements under Section 365 of the Bankruptcy Code necessary to assign and delegate to Buyer all of Seller’s rights and obligations under the Assumed Leases and Assumed Contracts.

(c) Notwithstanding any provision in this Agreement to the contrary, if for any reason Buyer fails to pay the Cure Amount in respect of any Assumed Contract or Assumed Lease when due and payable pursuant to this Agreement, the Sale Order or any other Order of the Bankruptcy Court, (i) Seller shall be under no obligation whatsoever to pay or otherwise satisfy such Cure Amount or any other liability or obligation under such Assumed Contract or Assumed Lease, (ii) Buyer shall indemnify and hold harmless Seller in respect of such Cure Amount, liability or obligation as well as any expenses (including legal fees and expenses) incurred by Seller in defending any claim for payment of the Cure Amount or any other liability or obligation arising under such Contract or Lease asserted by the counterparty thereto and (iii) Seller may reject, and nothing in this Agreement shall prohibit Seller from rejecting, such Contract or Lease.

(d) Notwithstanding any provision in this Agreement to the contrary, at any time prior to the Sale Hearing, Buyer may designate in writing to Seller any Contract or Lease as an Excluded Liability (and amend Schedule 1.2(q) for such purposes only), only if the rejection of such Contract or Lease would not give rise to a Claim in favor of the counterparty thereto having administrative priority or any other priority senior to a general unsecured Claim against the bankruptcy estate of Seller (the “Qualifying Excluded Contracts and Leases”). Seller may reject, and nothing in this Agreement shall prohibit Seller from rejecting, the Qualifying Excluded Contracts and Leases.

Section 1.6 Non-Assignment of Acquired Assets. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not affect the assignment or transfer of any Acquired Asset if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Seller (each such action, a “Necessary Consent”), would constitute a breach thereof (after giving effect to any waiver by the applicable counterparty, or any elimination of such approval, authorization or consent requirement by operation of the Sale Order) or in any way adversely affect the rights or obligations of Buyer thereunder and such Necessary Consent is not obtained and (b) the Bankruptcy Court shall not have entered an Order providing that such Necessary Consent is not required because the transfer thereof shall be deemed by the Bankruptcy Court to be (x) effective and (y) not a breach thereof, notwithstanding the failure to obtain such Necessary Consent. In

such event, Seller and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that Seller shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested (other than the applicable Cure Amount) or to initiate any litigation or legal proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if such Acquired Asset or an attempted assignment thereof would otherwise be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and at no out-of-pocket expense to Seller or Buyer, under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Seller would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming Seller's obligations (to the extent otherwise constituting Assumed Liabilities hereunder), any and all rights of Seller thereunder.

Section 1.7 Further Conveyances and Assumptions.

(a) Seller shall deliver to Buyer at the Closing such Employee Records as is reasonably necessary for Buyer to transition the Transferred Employees into Buyer's records, as well as all other Documents included in the Acquired Assets.

(b) At the Closing, and from time to time thereafter, Seller and Buyer shall, and Seller and Buyer shall cause their respective Affiliates to, execute, acknowledge and deliver all such further actions, as may be reasonably necessary or appropriate to sell, transfer, convey, assign and deliver fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Seller and its successors and permitted assigns, the assumption of the liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective or evidence the transactions contemplated by this Agreement.

Section 1.8 Conflicts with Other Bidders. In the event of any conflict regarding the Acquired Assets or Assumed Liabilities between this Agreement and agreements governing other sales of the Seller's assets in the Bankruptcy Case (the "Other Agreements") defined herein or therein, Buyer shall cooperate in good faith with any other purchasers of Seller's assets pursuant to the Other Agreements, whether before or after the Closing Date, to ensure all assets or liabilities are adequately apportioned between the parties in order to reflect the intent of Buyer and any such other purchasers hereunder and thereunder. Without limitation to the foregoing, at the Closing, Buyer shall receive a non-exclusive, perpetual, worldwide, royalty-free license to use Patents Nos. 10,254,063 and 10,718,584 in the Business.

ARTICLE 2. CONSIDERATION

Section 2.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets (the "Purchase Price") shall be:

(a) Thirteen Million United States Dollars (US \$13,000,000.00) (the "Gross Closing Cash Payment"), to be adjusted pursuant to Section 2.2(b), and paid and delivered in accordance with Section 3.3(a); and

(b) assumption of the Assumed Liabilities.

Section 2.2 Good Faith Deposit.

(a) Buyer has paid to Seller the amount of Five Million United States Dollars (US \$5,000,000.00) by wire transfer of immediately-available funds (the "Good Faith Deposit"). The Good Faith Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of either of Seller or Buyer and shall be deposited in a segregated deposit account of Seller and held in trust to be administered solely in accordance with the terms of this Agreement and the Bidding Procedures Order. Upon the Closing, the Good Faith Deposit shall be an Excluded Asset and shall not be subject to any restrictions under this Agreement.

(b) If the Closing occurs, the Gross Closing Cash Payment shall be reduced by the amount of the Good Faith Deposit (such resulting amount, the "Net Closing Cash Payment"), to be paid and delivered in accordance with Section 3.3(a).

(c) If this Agreement is terminated pursuant to Section 10.1, the Good Faith Deposit shall be repaid to Buyer or retained by Seller in the amounts and at the times set forth in Section 10.2(a) through Section 10.2(c).

ARTICLE 3. CLOSING AND DELIVERIES

Section 3.1 Closing. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by the electronic exchange of documents and signatures, or such other place as may be agreed upon, at 7:00 a.m., local Pacific Time, on the third (3rd) Business Day following the satisfaction or, to the extent permitted by this Agreement, waiver of each of the conditions set forth in Article IX of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction, or waiver to the extent permitted by this Agreement, of such conditions), or such other date as may be agreed to by Seller and Buyer, which date shall not be earlier than the first day following the entry of the Sale Order by the Bankruptcy Court (the "Closing Date").

Section 3.2 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) With the exception of all firearm-related Acquired Assets requiring Buyer to hold certain licenses or permits (the "Permitted Assets"), including

but not limited to a Federal Firearms License, or similar license, issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives, all of the Acquired Assets, together with one or more duly executed bills of sale, endorsed certificates of title and other evidence of transfer of motor vehicles and instruments of conveyance appropriate for the applicable Acquired Assets, each as reasonably requested by Buyer and otherwise in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller; provided that Seller's conveyance of deliverables relating to the Owned Real Property shall be governed by Section 3.2(g). Seller shall maintain possession of the Permitted Assets until a point-in-time when Buyer holds all requisite permits and/or licenses necessary to take possession of the Permitted Assets. No later than five (5) Business days after Buyer holds permits and/or licenses required under applicable Law to take possession of the Permitted Assets, Buyer shall deliver written notice of obtaining such permits and Seller shall turn over all Permitted Assets to Buyer upon receipt of such notice. Notwithstanding anything to the contrary in this Agreement, if Buyer is unable to obtain all requisite Permits sufficient under applicable Law to take possession of the Permitted Assets within seventy-five (75) days after the Effective Date (the "FFL Cutoff Date"), unless Buyer shall within 2 Business Days after the FFL Cutoff Day pay to Seller in immediately available funds the sum of Two Hundred and Fifty Thousand United States Dollars (US\$ 250,000), in which event the FFL Cutoff Date shall for all purposes under this Agreement be one hundred (100) days after the Effective Date, then Seller may terminate this Agreement and retain the Good Faith Deposit, and if the Closing has already occurred, (1) Seller may in its sole discretion retain the Gross Closing Cash Payment as forfeited by Buyer and (2) Buyer shall either (a) return all of the Permitted Assets to Seller previously delivered by Seller to Buyer or (b) transfer all of the Permitted Assets to a third-party designee of Buyer with all requisite Permits sufficient under applicable Law to take possession of the Permitted Assets;

(b) one or more duly executed assignment and assumption agreements for the Assumed Contracts and the Assumed Liabilities, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an "Assignment and Assumption Agreement");

(c) one or more duly executed assignment and assumption agreements for the Assumed Leases, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an "Assignment and Assumption of Lease");

(d) one or more duly executed assignments of (i) the trademark and patent registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in a form suitable for recording in the U.S. Patent and Trademark Office (and equivalent offices in jurisdictions outside the United States), (ii) the Internet domain name registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in a form suitable for filing with all applicable domain name registries, and (iii) general assignments of all other Acquired Intellectual Property, in each case in form and substance customary for transactions of

this nature and reasonably acceptable to Buyer and Seller (each, an “Acquired Intellectual Property Assignment”);

(e) the officer’s certificate required to be delivered pursuant to Section 9.2(a) and Section 9.2(b);

(f) one or more affidavits executed by Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code;

(g) quitclaim deeds, or their equivalent in the applicable state, for the Owned Real Property, executed by Seller; and

(h) a duly executed Limited Power of Attorney to enable Buyer to execute on Seller’s behalf any further documents necessary to record the assignment to Buyer of Acquired Intellectual Property.

Section 3.3 Buyer’s Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) cash in an amount equal to the Net Closing Cash Payment, by wire transfer of immediately available funds to the account or accounts of Seller identified by Seller in writing reasonably in advance of the Closing;

(b) one or more duly executed Assignment and Assumption Agreements;

(c) one or more duly executed Acquired Intellectual Property Assignments;

(d) the officer’s certificate required to be delivered pursuant to Section 9.1(a) and Section 9.1(b); and

(e) such other documents, instruments and certificates as Seller may reasonably request to transfer, assign and delegate the Assumed Liabilities to Buyer in accordance with the terms and conditions hereof.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Corporate Organization. Each entity comprising Seller is duly formed or incorporated and validly existing and in good standing under the laws of its respective state of domicile. Subject to any necessary authority from the Bankruptcy Court, each entity comprising Seller has the requisite corporate or limited liability company power and authority to conduct the Business as now being conducted and to carry out its obligations under this Agreement.

(b) Qualification to do Business. Each entity comprising Seller is duly qualified to do business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Each entity comprising Seller has the corporate or limited liability company power and authority necessary to enter into this Agreement and each Ancillary Agreement to which Seller is a party and, subject to the Bankruptcy Court's entry of the Sale Order, to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement has been duly authorized, and at or before Closing the execution and delivery of the Ancillary Agreements to which Seller is a party will be duly authorized, by all necessary corporate or limited liability company action by the boards of directors or managers of Seller, and no other corporate or limited liability company proceedings are necessary for the performance by Seller of its obligations under this Agreement or the consummation by Seller of the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by Seller, and at Closing the Ancillary Agreement to which Seller is a party will be duly and validly executed and delivered by Seller, and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Buyer, is the Agreement is, and each of the Ancillary Agreements to which Seller is a party will be at Closing, is a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(d) No Conflict or Violation. Neither the execution and delivery by Seller of this Agreement or any of the Ancillary Agreements to which Seller is a party, nor (subject to the Bankruptcy Court's entry of the Sale Order) the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements to which Seller is a party, nor compliance by Seller with any of the provisions hereof or thereof, will (x) conflict with or result in any breach of any provision of the respective certificates of incorporation or formation of Seller or the respective by-laws or operating agreements of Seller, or (y) violate any provision of law, regulation, rule or other legal requirement of any Government ("Law") or any order, judgment or decree of any court or Government ("Order") applicable to Seller or any of its properties or assets, except, in either of the foregoing cases (x) and (y), for any conflict or violation as would not reasonably be expected to cause a Material Adverse Effect.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Seller is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Seller after the Closing in order for Buyer to own or operate any of the Acquired Assets; (ii) the entry of the Sale Order by the Bankruptcy Court; or (iii) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Title and Ownership. Except as would not have a Material Adverse Effect, Seller has good title to, or right by license, lease or other agreement to use, the Acquired Assets. Subject to the entry of the Sale Order, at the Closing, Seller will have the right to transfer the Acquired Assets to Buyer free and clear of all Liens, other than Liens included in the Assumed Liabilities and Permitted Liens.

(g) Compliance with Law. Except as set forth on Schedule 4.1(g) or would not otherwise reasonably be expected to cause a Material Adverse Effect, (i) Seller has operated the Business in material compliance with all applicable Laws, and (ii) except as may result from the Bankruptcy Case, Seller has not received written notice of any violation of any applicable Laws, nor is Seller in default with respect to any Order applicable to the Acquired Assets.

(h) Contracts and Leases. As of the Effective Date, other than as set forth on Schedule 4.1(h) or in motions or other pleadings or similar items filed with the Bankruptcy Court, neither Seller nor, to Seller's Knowledge, any other party to any of the Assumed Contracts or Assumed Leases has commenced any action against any of the parties to such Assumed Contracts or Assumed Leases or given or received any written notice of any material default or violation under any Assumed Contract or Assumed Lease that was not withdrawn or dismissed, except only for those defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Assumed Contracts and Assumed Leases). Assuming due authorization, execution, delivery and performance by the other parties thereto, each of the Assumed Contracts and Assumed Leases is, or will be at the Closing, valid, binding and in full force and effect against Seller, except as otherwise set forth on Schedule 4.1(h).

(i) Permits. Schedule 4.1(i) sets forth a complete and correct list of all material Permits currently held by Seller in connection with the Business ("Material Permits"), and all such Material Permits at the current locations of the Business are, except as would not cause a Material Adverse Effect, in full force and effect.

(j) Intellectual Property. Schedule 4.1(j) sets forth an accurate and complete list of all registrations and applications for Acquired Intellectual Property owned by the Sellers. The Sellers are the sole and exclusive owners of the Acquired Intellectual Property owned by the Sellers (including as set forth on Schedule 4.1(j)) free and clear of all Liens pursuant to the Sale Order. Except as limited by section 365(c)(1)(A) of the Bankruptcy Code, Sellers own all right, title and interest to, or are valid licensees with respect to, the Acquired Intellectual Property, and, at Closing, will convey the Acquired Intellectual Property to Buyer free and clear of Liens pursuant to the Sale Order. To the Sellers' Knowledge, (i) no Person is engaging in any activity that materially infringes, dilutes, misappropriates or violates any Acquired Intellectual Property and (ii) no claim has been asserted to any Seller in writing that the use of any Acquired Intellectual Property or the operation of the Business infringes, dilutes, misappropriates or violates the Intellectual Property of any third party.

Section 4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Corporate Organization. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation. Buyer has the requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted and to carry out its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(b) Qualification to do Business. Buyer will as of the Closing Date be duly qualified to do business as a foreign limited liability company in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Buyer has the requisite corporate power and authority necessary to enter into this Agreement and each of the Ancillary Agreements to which Buyer is a party, and to carry out its obligations hereunder and thereunder, subject to the Bankruptcy Court's entry of the Sale Order, to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and those Ancillary Agreements to which Buyer is a party have been duly authorized by all necessary corporate action by the board of directors (or equivalent), and no other corporate proceedings are necessary for the performance by Buyer of its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party, or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement and each of the Ancillary Agreements to which Buyer is a party have been duly and validly executed and delivered by Buyer, and at Closing each Ancillary Agreement will be duly and are validly executed and delivered by Buyer, and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Seller, the Agreement is, and each of the Ancillary Agreements will be at Closing, a valid and binding obligations of Buyer enforceable against it in accordance with their respective terms. Scott Soura is the sole member of Buyer and has as of the Closing ensured that Buyer and any Buyer Acquisition Vehicle has sufficient funds necessary to consummate the transactions contemplated by this Agreement.

(d) No Conflict or Violation. Neither the execution and delivery by Buyer of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor (subject to the Bankruptcy Court's entry of the Sale Order) the consummation of the transactions contemplated hereby or thereby, nor compliance by Buyer with any of the provisions hereof or thereof, will (i) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws (or equivalent documents) of Buyer, (ii) violate any provision of Law, or any Order applicable to Buyer or any of its properties or assets, or (iii) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any contract,

indenture, note, bond, lease, license or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject, except as would not materially and adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement or any of the Ancillary Agreements.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (ii) for entry of the Sale Order by the Bankruptcy Court; or (iii) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Adequate Assurances Regarding Assumed Contracts and Assumed Leases. Buyer is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Leases.

(g) Financial Capability. Buyer and any Buyer Acquisition Vehicle currently has or at Closing will have available funds necessary to consummate the transactions contemplated by this Agreement, including the acquisition of the Acquired Assets and assumption of the Assumed Liabilities, and the payment therefor (i) to Seller of the Purchase Price and (ii) of any Cure Amount, and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer is a party on the terms and subject to the conditions contemplated hereby and thereby.

(h) Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Business, the Acquired Assets and the Assumed Liabilities, operations, technology, assets, liabilities, financial condition and prospects of the Business as formerly carried on by Seller and acknowledges that Seller has provided Buyer with reasonable access to the personnel, properties, premises and records of the Business for this purpose. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Bankruptcy Case. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis, and Buyer (i) acknowledges that neither Seller nor any of its Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Section 4.1 (which are subject to the limitations and restrictions contained in this Agreement); and (ii) agrees, to the fullest extent permitted by Law, that none of Seller, its Affiliates or any of their respective Related Persons shall have any liability or responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including, without limitation, in contract or tort, under federal or state securities Laws or otherwise, but excluding

misrepresentation or concealment arising from actual fraud of Seller) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including, without limitation, in respect of the specific representations and warranties of Seller set forth in this Agreement, except, with regard to Seller, for the representations and warranties contained in Section 4.1 and, with respect to such representations and warranties, subject to the limitations and restrictions contained in this Agreement.

Section 4.3 Warranties Exclusive; Schedules.

(a) The representations and warranties contained in Article 4 are the only representations or warranties given by the parties to this Agreement and all other express or implied warranties are disclaimed. Without limiting the foregoing, the Acquired Assets are otherwise conveyed “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and all warranties of merchantability or fitness for a particular purpose are disclaimed. WITHOUT LIMITING THE FOREGOING, SELLER AND SELLER’S AFFILIATES AND THEIR RESPECTIVE RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (A) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (B) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES, (C) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR RELATED PERSONS OR (D) THE CONDITION OF THE ACQUIRED ASSETS INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR OTHER LAWS. SELLER AND SELLER’S AFFILIATES AND RELATED PERSONS HAVE MADE NO REPRESENTATIONS OR WARRANTIES IN ANY OTHER AGREEMENT.

(b) The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgement that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

Section 4.4 Survival of Representations and Warranties. None of the representations or warranties of Seller set forth in this Agreement or any Ancillary Agreement or in any certificate delivered pursuant to Section 9.2(a) or Section 9.2(b) shall survive the Closing (and, for the avoidance of doubt, all covenants set forth in this Agreement or any Ancillary Agreement shall survive in accordance with their respective terms).

ARTICLE 5. COVENANTS OF THE PARTIES

Section 5.1 Covenants of Seller. Seller covenants as follows:

(a) Commercially Reasonable Efforts. Between the Effective Date and the Closing Date, Seller shall use commercially reasonable efforts to (except as may be disclosed to Buyer) (i) obtain all necessary consents, waivers, authorizations and

approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement and the Ancillary Agreements to which Seller is a party, (ii) take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) maintain the Acquired Assets substantially in accordance with Seller's current practices and procedures (as adjusted for the effects of any COVID Restrictions).

(b) Access to Properties and Documents; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access (subject to any COVID Restrictions) during normal business hours throughout the period from the Effective Date until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10) to all Documents of Seller relating to the Acquired Assets and the Assumed Liabilities. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access, taking into account any COVID Restrictions and Seller's resources and other commitments, during normal business hours, to all Acquired Assets, and to Seller's executive officers, accountants, counsel, employees and other representatives, throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 10). The rights of access contained in this Section 5.1(b) are granted subject to, and on, the following terms and conditions: (i) any such investigation shall not include physical testing or sampling and will be conducted in a reasonable manner; (ii) all information provided to Buyer or its agents or representatives by or on behalf of Seller or its agents or representatives (whether pursuant to this Section 5.1(b) or otherwise) will be governed and protected by the Confidentiality Agreement, dated as of September 8, 2020, by and between Buyer and ROC (the "Confidentiality Agreement"); and (iii) such rights of access shall not affect or modify the conditions set forth in Article 9 in any way. Buyer shall indemnify, defend and hold harmless (i) Seller, (ii) the lessors of any Leased Real Property, and (iii) Seller's and such lessors' respective Affiliates and Related Persons from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by such Persons in connection with (A) Buyer's or its accountants, counsel and representatives entry upon the Leased Real Property in connection with their exercise of the right of access pursuant to this Section 5.1(b), and (B) any and all other activities undertaken by Buyer or its accountants, counsel and representatives with respect to any such Leased Real Property in connection with their exercise of the right of access pursuant to this Section 5.1(b).

(c) Operation of the Business. Except as otherwise contemplated or permitted by this Agreement or the Ancillary Agreements, would not constitute a Material Adverse Effect, or with the prior consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or in connection with any Order relating to the Bankruptcy Case, between the Effective Date and the Closing Date, Seller shall (i) use commercially reasonable efforts to safeguard and maintain the Acquired Assets in their condition as of the Effective Date (except for ordinary wear and tear) and prevent any destruction thereof or material damage thereto between the Effective Date and the Closing Date, (ii) not enter into, materially amend or terminate any Assumed Contract or Assumed FF&E Lease outside of the ordinary course of business where such amendment or termination would have a material and adverse effect on the

value of the Acquired Assets taken as a whole and (iii) notify Buyer of any notices relating to or proposed changes affecting Seller's insurance policies covering any of the Acquired Assets. Notwithstanding the foregoing, nothing in this Agreement shall restrict Seller from rejecting any Contract or Lease that is not an Assumed Contract or Assumed FF&E Lease.

Section 5.2 Covenants of Buyer. Buyer covenants as follows:

(a) Commercially Reasonable Efforts. Buyer shall use all commercially reasonable efforts to (i) obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Adequate Assurances Regarding Assumed Contracts and Assumed Leases. With respect to each Assumed Contract and Assumed Lease that (i) is not a Qualifying Excluded Contract and Lease, Buyer shall provide adequate assurance of the future performance of such Assumed Contract or Assumed Lease by Buyer and (ii) is a Qualifying Excluded Contract and Lease, Buyer shall undertake reasonable efforts to provide adequate assurance of the future performance of such Assumed Contract or Assumed Lease by Buyer; provided that, for clarity the failure to provide adequate assurance shall not be a breach of this Section 5.2(b)(ii) if Buyer has undertaken reasonable efforts to provide such assurance. Buyer agrees that it will promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including, without limitation, furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer's employees and representatives available to testify before the Bankruptcy Court.

(c) Cure of Defaults. Buyer shall, without any adjustment to the Purchase Price, as of the Closing or, in respect of any Assumed Lease or Assumed Contract for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing, then immediately following the entry of such Order, cure any and all defaults under the Assumed Contracts and Assumed Leases (other than Qualifying Excluded Contracts and Leases), including paying the applicable Cure Amount, which defaults are required to be cured under the Bankruptcy Code, so that such Assumed Contracts and Assumed Leases may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(d) Performance under Assumed Contracts and Assumed Leases. Buyer shall (i) from and after the Closing Date, assume all obligations and liabilities of Seller under the Assumed Contracts and Assumed Leases, (ii) from and after the Closing Date, take all actions necessary to satisfy its obligations and liabilities under the terms and conditions of each of the Assumed Contracts and Assumed Leases, and (iii) indemnify, defend and hold harmless Seller, Seller's Affiliates, and all of their

respective Related Persons from and against any damages, losses, costs, expenses and other liabilities arising out of a breach of this Section 5.2(d) or any of Buyer's other covenants contained in this Agreement or any Ancillary Agreements to which Buyer is a party.

(e) Indemnification for Use of Real Property. Buyer shall indemnify, defend and hold harmless (i) Seller, (ii) the lessors of any Leased Real Property, and (iii) Seller's and such lessors' respective Affiliates and Related Persons from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by such Persons in connection with (A) Buyer's or Buyer's agents' or representatives' entry upon the Owned Real Property or the Leased Real Property in connection with their exercise of the right of access pursuant to Section 5.1(b), and (B) any and all other activities undertaken by Buyer or Buyer's agents or representatives with respect to any such Owned Real Property or Leased Real Property.

(f) Released Claims. Effective as of the Closing Date, Buyer, on behalf of itself and its Affiliates and each of their respective employees, directors, officers, shareholders, and advisors, hereby covenants and agrees that it shall not (i) assert any Claims that constitute Acquired Assets to the extent such Claims have been, or are at any time thereafter, released by or on behalf of Seller or any other Person pursuant to the Plan, an Order of the Bankruptcy Court, or otherwise or (ii) pursue, prosecute or assert any rights related to any Claims against employees, officers or directors of Seller, including by way of offset or recoupment.

Section 5.3 Real Property Matters. From and after the Effective Date until the Closing (or the earlier termination of this Agreement pursuant to Article 10), Seller shall, at no out-of-pocket cost or expense to Seller, use commercially reasonable efforts to assist Buyer in obtaining the following:

(a) a commitment for a 2006 ALTA Owner's Title Insurance Policy for all real property to be purchased by Buyer (such policy together with a copy of all documents referenced therein, the "Title Commitment"), issued by a title insurance company satisfactory to Buyer (the "Title Company"), provided that, (A) any failure to obtain the Title Commitment for any reason other than Seller's failure to assist Buyer pursuant to this Section 5.3 shall not be a breach of or default under of this Agreement, and (B) Buyer obtaining the Title Commitment or a title insurance policy ("Title Policy") resulting therefrom, or any other form of title insurance, shall not be a condition to Buyer's performance of its obligations under this Agreement or Buyer's consummation of the transactions contemplated by this Agreement; and

(b) a survey for all real property to be purchased by Buyer, dated no earlier than the Effective Date, prepared by a surveyor licensed in the jurisdiction where each real property to be acquired by Buyer is located and conforming to 2016 ALTA/ACSM Minimum Detail Requirements for Land Title Surveys (the "Survey").

ARTICLE 6. ADDITIONAL AGREEMENTS

Section 6.1 Bankruptcy Matters.

(a) Backup Bidder. In the event that Buyer is designated as the “Backup Bidder” in accordance with and as defined in the Bidding Procedures Order, Buyer agrees that it will keep the Backup Bid (as defined in the Bidding Procedures Order) open and irrevocable until the earlier of 5:00 p.m. (prevailing Central Time) on the date that is sixty (60) days after the date of entry of the Bankruptcy Court’s Order approving the Alternative Transaction and the closing date of the Alternative Transaction. Notwithstanding anything to the contrary in this Agreement, Seller may also identify and enter into agreements respecting (x) a “back-up” bid relating to an Alternative Transaction, and/or (y) a liquidation sale of all or a portion of the Inventory and the other assets of Seller, in either case to become effective in the event Buyer does not perform in accordance with the terms of this Agreement.

(b) Notice to Holders of Liens, Claims and Interests. Seller has provided notice of the intent to seek entry of the Sale Order to all holders of Liens, Claims and Interests in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and any other applicable Order of the Bankruptcy Court.

(c) Entry of Sale Order. Seller has filed with the Bankruptcy Court one or more motions which, collectively, seek the entry of the Sale Order. The Sale Order provides that, without limitation and notwithstanding anything to the contrary in this Agreement (including any Assumed Contract), Buyer is not liable for, and is taking the Acquired Assets free of, any Excluded Liability. Seller and Buyer shall use reasonable best efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement. In the event that any Orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Seller and Buyer will cooperate in determining and pursuing the response to any such appeal, petition or motion and Seller and Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion. For purposes of this Section 6.1(c) only, commercially reasonable efforts shall without limitation require each party to this Agreement to pay its costs and expenses reasonably required in connection with preparing and seeking entry of the Sale Order by the Bankruptcy Court and resolution of any appeal therefrom.

Section 6.2 Transition Arrangements.

(a) Access Covenant. Upon reasonable request from Seller, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will

for a period of two (2) years following the Closing Date provide to Seller, and the accountants, counsel and representatives of Seller, including any administrator of the Plan or Seller's estate, such access to the pre-closing books and records relating to the Business as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan or otherwise. Such access will include (a) reasonable access to Buyer's personnel, information technology systems and books and records and (b) the use of office space for individuals and office support of appropriate secretaries or clerks for employees of Seller engaged in such wind-down and liquidation process. Buyer will provide such services free of any charges, fees or rents, provided that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

(b) Transitional License. Effective upon the Closing, for a period not to exceed one hundred and eighty (180) calendar days, Buyer shall grant Seller a non-exclusive, royalty-free right and license to use the Acquired Intellectual Property, including the Business Name, in connection with the wind-down and liquidation of Seller's estate and the conclusion of the Bankruptcy Case, including for purposes of administering a plan of liquidation of the Excluded Assets, reconciling claims and making distributions.

(c) Transitional Regulatory Matters. From the Effective Date until the Closing Date, Buyer and Seller shall each use commercially reasonable efforts to cooperate in the registration of Buyer as licensee, as of and conditional upon the Closing, under the ATF Licenses. Without limitation to the foregoing, Buyer shall file all required applications for the ATF Licenses by the close of business on the date that is seven (7) calendar days after the date of entry of the Sale Order, and shall within one Business Day thereafter provide Buyer reasonable evidence of same.

Section 6.3 Further Assurances. At the request and the sole expense of the requesting party, either party shall, at any time after the Closing Date, execute and deliver such documents as the other party or its counsel may reasonably request to effectuate the purposes of this Agreement.

ARTICLE 7. EMPLOYEES AND EMPLOYEE BENEFITS

Section 7.1 Transferred Employees. Within seventy-five (75) days after entry of the Sale Order, Buyer shall offer employment to at least two hundred (200) union Employees related to Debtors' non-Marlin-related firearms business at the Ilion facility. Each such offer shall include a waiver of any costs related to the termination of employment of such Employees by Seller in connection with the transactions contemplated by this Agreement (including without

limitation any severance or WARN Act payments), as against Buyer, Seller and their respective Affiliates. If the Closing occurs, any such Employees who accept any such offer no later than five (5) days after the Closing Date are referred to in this Agreement as the “Transferred Employees”.

Section 7.2 Employment Tax Reporting. With respect to Transferred Employees, Buyer and Seller shall use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment Tax reporting.

Section 7.3 Benefits. From and after the Closing (or with respect to any Transferred Employee who is on an approved leave of absence as of the Closing, from and after his or her return to work), Buyer shall, or shall cause an Affiliate of Buyer to, provide (whether under existing or newly-established Buyer compensation or benefits plans (collectively, the “Buyer Plans”)) to each Transferred Employee and their eligible dependents benefits under the Buyer Plans that are no less favorable to the applicable Transferred Employee in the aggregate than the practice, plans, policies or Contracts in effect for such Transferred Employee immediately prior to the Closing, provided that Buyer shall not assume any unpaid or unfunded liabilities which may be owed to Transferred Employees for periods prior to retention or employment by Buyer. If applicable, for purposes of eligibility, vesting and the calculation of the eligibility for and amount of vacation, sick pay, severance or other benefits under the Buyer Plans providing benefits to Transferred Employees, Buyer shall credit each Transferred Employee with his or her years of service with Seller to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan; provided, however, that no such service recognition shall result in any duplication of benefits or apply to any defined benefit pension plans. In addition, to the extent it has the right to do so, Buyer shall use commercially reasonable efforts to (a) waive under any health or welfare plans maintained by Buyer for Transferred Employees any pre-existing condition limitations and eligibility waiting periods for Transferred Employees and their eligible dependents (but only to the extent such pre-existing condition limitations, eligibility waiting periods and evidence of insurability requirements were satisfied under Seller’s comparable health plans as of the Closing Date), and (b) provide that dollar amount of all eligible expenses incurred by Transferred Employees and their eligible dependents during the calendar year in which the Closing Date occurs shall be taken into account for purposes of satisfying the applicable deductibles, co-payments or out-of-pocket limitations for such calendar year under the relevant Buyer’s health or welfare plans.

Section 7.4 WARN Act. Buyer and Seller agree that:

(a) Except as provided under the terms of the amended and modified CBA referenced hereinabove, Buyer shall not, at any time prior to ninety (90) days after the Closing Date, effectuate a “plant closing” or “mass layoff” (as those terms are defined in the WARN Act) affecting the Transferred Employees without complying in full with the WARN Act.

Section 7.5 Third Party Beneficiary. No provision of this Article 7 shall (a) create any third party beneficiary or other rights in any Employee or former employee (including any beneficiary or dependent thereof) of Seller, Buyer or any other Person,

(b) constitute or create, or be deemed to constitute or create, an employment agreement or employee benefit plan, (c) constitute or be deemed to constitute an amendment to any employee benefit plan sponsored or maintained by Seller or Buyer, or (d) alter or change the employment at-will status of any Employees.

ARTICLE 8. TAXES.

Section 8.1 Taxes Related to Purchase of Assets. All recording and filing fees and all federal, state and local sales, transfer, excise, value-added or other similar Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, but excluding all income taxes and other fees based upon gain realized by Seller as a result of the sale of the Acquired Assets (collectively, "Transaction Taxes"), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and which are not exempt under Section 1146(c) of the Bankruptcy Code, shall be paid by Buyer. Buyer and Seller agree to cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement, and Seller agrees to assist Buyer reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

Section 8.2 Cooperation on Tax Matters.

(a) Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) Buyer agrees to retain possession, at its own expense, of all accounting, business, financial and Tax records and information (i) relating to the Acquired Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired Assets or the Assumed Liabilities before the Closing Date, for a period of at least six (6) years from the Closing Date, and will give Seller notice and an opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Buyer agrees that it will provide access to Seller and its attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to those portions of books, records, documents and other information that relate solely to the Acquired Assets or the Assumed Liabilities as Seller may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y) administer or complete any cases under Chapter 11 of the Bankruptcy Code of Seller. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets or the Assumed Liabilities as they

existed on or before the Closing, unless such access cannot be limited to the appropriate information, in which case, Buyer may, at its reasonable discretion, retrieve electronic data compilations of the appropriate information.

(c) If Seller receives any refund, overpayment or rebate of Taxes (including any refund, overpayment or rebate relating to any Straddle Period) that is attributable to Taxes paid by Buyer, it shall promptly, and in no case later than ten (10) Business Days after receipt thereof, pay such refund, overpayment or rebate over to Buyer net of any reasonable cost or expense incurred in connection with such refund, overpayment or rebate.

(d) Seller shall prepare and file all Income Tax Returns for any Pre-Closing Taxes, whether or not such Tax Returns are required to be filed after the Closing Date, and Seller shall timely pay all Taxes reflected on such Tax Returns. Buyer shall prepare and file, or cause to be prepared and filed (with Seller's reasonable cooperation) all Tax Returns with respect to Post-Closing Taxes. Buyer and Seller shall reasonably cooperate in the preparation of any Tax Returns described in this Section 8.2(d).

(e) Buyer and Seller will cooperate and Buyer shall use commercially reasonable efforts to cause the Buyer or any Buyer Acquisition Vehicle to be registered with the Alcohol and Tobacco Tax and Trade Bureau as a "manufacturer" for purposes of the Firearms Ammunition and Excise Tax on or before the Closing Date.

Section 8.3 Allocation of Purchase Price. Promptly (and in any event within sixty (60) days) following the Closing Date, Seller shall deliver a schedule to Buyer allocating the Purchase Price among the Acquired Assets (the "Allocation"). Seller and Buyer will cooperate to resolve any disputes regarding the Allocation and to file with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation, and the Allocation shall be reflected on any Tax Returns required to be filed as a result of the transactions contemplated by this Agreement.

ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.

Section 9.1 Conditions Precedent to Performance by Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 9.1(c)(i) and Section 9.1(c)(ii)) may be waived by Seller in its sole discretion:

(a) Trademark License Agreement. This Agreement is conditioned upon entry into the Trademark License Agreement, pursuant to which Vista will provide an exclusive license the use of certain Remington Brand-related Trademarks, for Buyer's continued use in segments of the Business outside of the Ammunitions Business following the Closing (such agreement or agreements being collectively, the "IP Back-License"), including Buyer's development, manufacture, marketing and/or sale of (1) Firearms; (2) Receivers; (3) Barrels; (4) Stocks; (5) Grips;

(6) Rails; (7) Butts; (8) Triggers; (9) Safeties; (10) Iron Sights (excluding any electronic, or optical sights, and any scopes); (11) Flash suppressors; (12) Recoil compensators; (13) Heatshields; (14) Silencers; (15) Sight adjustment tools; (16) Gunsmithing tools and kits; (17) Books and manuals (firearms related); (18) Magazines; (19) Gun Cases and (20) anything that is or can be affixed to or installed within a firearm of any kind.

(b) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Section 4.2 shall be accurate in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a material adverse effect on Buyer's ability to perform its obligations hereunder, and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(c) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Good Faith Deposit and the Purchase Price in accordance with the terms of this Agreement, which obligations shall be performed in all respects), and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(d) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(e) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(f) Cure of Defaults. At or prior to the Closing, any and all defaults under the Assumed Contracts and Assumed Leases (other than Qualifying Excluded Contracts and Leases) that are required to be cured under the Bankruptcy Code shall have been cured, so that such Assumed Contracts and Assumed Leases may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(g) Vista Closing. The Closing, as defined in that certain Asset Purchase Agreement entered into by and between Seller and Vista Outdoor Inc. in connection with the auction held under the Bidding Procedures Order, shall have been consummated

(h) Ilion Investment Reserve. On or prior to Closing, Buyer shall have deposited no less than Two Million Dollars (US\$2,000,000) (the "Reserve Amount") into a segregated reserve account, which Reserve Amount shall be used only

to fund either (a) capital improvements and modernization costs of the Ilion, New York facility or (b) payment of salaries, wages, benefits, and the employer portion of payroll taxes in respect of such obligations and benefits for employees located at the Ilion, New York facility.

(i) Buyer's Deliveries. Buyer shall have delivered to Seller all of the items set forth in Section 3.3.

Section 9.2 Conditions Precedent to Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 9.2(c)(i) and Section 9.2(c)(ii)) may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. All representations and warranties made by Seller in Section 4.1 shall be accurate in all material respects on and as of the Closing Date as if again made by Seller on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(b) Performance of the Obligations of Seller. Seller shall have performed all obligations required under this Agreement to be performed by it on or before the Closing Date, other than failures of performance (i) that do not result in a Material Adverse Effect or (ii) under those obligations of Seller set forth in Section 6.2(c), and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Trademark License Agreement. Buyer and Vista shall enter into the Trademark License Agreement, which provides for, among other things, use by Buyer of all (i) registered and unregistered Intellectual Property owned or used by Seller in connection with the ownership, operation and/or management of the Business and any and all corresponding rights that, now or hereafter, may be secured throughout the world, and (ii) to the extent transferable under applicable Law, Intellectual Property licensed to Seller in connection with the ownership, operation and/or management of the Business (collectively, the "Vista Acquired Intellectual Property").

(f) Seller's Deliveries. Seller shall have delivered to Buyer all of the items set forth in Section 3.2.

ARTICLE 10. TERMINATION.

Section 10.1 Conditions of Termination. This Agreement may be terminated at any time before the Closing:

(a) By mutual written consent of Seller and Buyer;

(b) By Seller, by notice to Buyer, on or after the date that is 150 calendar days after the Petition Date (the "Warranty Termination Date"), if the condition contained in Section 9.1(a) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(b) if Seller is then in material breach of this Agreement;

(c) By Seller, by notice to Buyer, if Seller has previously provided Buyer with written notice of Buyer's failure to perform any material covenant of Buyer contained in this Agreement and Buyer has failed within five (5) days after such notice to perform such covenant; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(c) if Seller is then in material breach of this Agreement;

(d) By Seller, by notice to Buyer, on or after the date that is 150 calendar days after the Petition Date (the "Approval Termination Date"), if any condition contained in Section 9.1(c) or Section 9.1(d) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(d) if Seller is then in material breach of this Agreement;

(e) By Buyer, by notice to Seller, on or after the Warranty Termination Date, if the condition contained in Section 9.2(a) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(e) if Buyer is then in material breach of this Agreement;

(f) By Buyer, by notice to Seller, if Buyer has previously provided Seller with written notice of a failure to perform any material covenant of Seller contained in this Agreement and Seller has failed within five (5) days after such notice to perform such covenant; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(f) if Buyer is then in material breach of this Agreement;

(g) By Buyer, by notice to Seller, after the Approval Termination Date, if any condition contained in Section 9.2(c) or Section 9.2(d) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(g) if Buyer is then in material breach of this Agreement;

(h) By Buyer, by notice to Seller, or by Seller, by notice to Buyer, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Case into a case under Chapter 7 of the Bankruptcy Code, appointing a trustee in the Bankruptcy Case, or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or the occurrence of any of the foregoing;

(i) By Seller, five (5) Business Days after notice to Buyer, if the Bankruptcy Court has not entered the Sale Order by the date that is 60 calendar days after the Petition Date;

(j) Automatically, upon the earlier of (i) Seller consummating an Alternative Transaction, and (ii) sixty (60) days following the date upon which the Bankruptcy Court issues a Final Order approving an Alternative Transaction; and

(k) As provided for in Section 3.2(a).

Section 10.2 Effect of Termination; Remedies.

(a) In the event of termination pursuant to Section 10.1, this Agreement shall become null and void and have no effect (other than Article 10, Article 11, and Article 12, which shall survive termination), with no liability on the part of Seller or Buyer, or their respective Affiliates or Related Persons, with respect to this Agreement, except for (i) the liability of a party for its own expenses pursuant to Section 11.4, (ii) the obligation of Buyer under Section 6.1(a) and (iii) any liability provided for in Section 10.2(b) through Section 10.2(d), inclusive.

(b) If this Agreement is terminated pursuant to Section 10.1(a), Section 10.1(d), Section 10.1(e), Section 10.1(f), Section 10.1(g), Section 10.1(h), Section 10.1(i) or Section 10.1(j), then the Good Faith Deposit shall, within three (3) Business Days, be returned by Seller to Buyer.

(c) If this Agreement is terminated pursuant to Section 10.1(b), Section 10.1(c) or Section 3.2(a), then Seller may, at its sole election (i) within three (3) Business Days, retain the Good Faith Deposit, as liquidated damages (the “Break Fee”), or (ii) without limitation to Seller’s remedies under clause (i) of this Section 10.2(c) require Buyer to specifically perform under the terms of this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(d) Notwithstanding anything to the contrary herein, but without limitation to the right to enforce covenants as set forth in Article VI (if the Closing shall have occurred) or the provisions of Section 3.2(a), (i) Seller’s entitlement to the Break Fee (to the extent provided for in this Agreement) will constitute liquidated damages (and not a penalty) and, if Seller retains such amount, then notwithstanding anything to the contrary contained herein, such Break Fee shall be the sole and exclusive remedy available to Seller and any other Person against Buyer, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions

contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Buyer, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby, and (ii) Buyer's entitlement to the reimbursement of the Good Faith Deposit (to the extent provided for in this Agreement) shall be the sole and exclusive remedy (at law, in equity or otherwise) available to Buyer and any other Person against Seller, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Seller, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby. Each Party acknowledges that the agreements contained in this Section 10.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 11. MISCELLANEOUS.

Section 11.1 Successors and Assigns. Prior to the Closing, neither Buyer nor Seller shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that if Buyer wishes, upon prior written notice to Seller, to assign its rights, obligations and liabilities hereunder no later than ten (10) days prior to the Closing Date to a Buyer Acquisition Vehicle, such prior written consent of Seller shall not unreasonably be withheld. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

Section 11.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

Section 11.3 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF

LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.3.

Section 11.4 Expenses. Except as expressly otherwise provided herein, each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated. Buyer shall pay the cost of any surveys (without limitation to the restriction in Section 5.1(b)(i)), title insurance policies and title reports ordered by Buyer.

Section 11.5 Broker's and Finder's Fees. Each of the parties to this Agreement represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement other than as set forth on Schedule 11.5, whose fees and expenses shall, as between the parties to this Agreement, be the responsibility of the party indicated on Schedule 11.5, and, to such party's Knowledge, no other broker or other Person is entitled to any commission or broker's or finder's fee in connection with any of the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 11.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 11.7 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW

Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John-Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Attention: Scott Soura
Email: soura@roundhillgroup.com
888 SE 3 Avenue, Suite 500
Fort Lauderdale, FL 33316

With a copy to (which copy alone shall not constitute notice):

Shulman Bastian Friedman & Bui, LLP
100 Spectrum Center Drive, Suite 600
Irvine, California 92618
Attention: James C. Bastian, Jr., Esq.
Email: jbastian@shulmanbastian.com

(b) Any party may change its address for the purpose of this Section 11.7 by giving the other party written notice of its new address in the manner set forth above.

Section 11.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 11.9 Time of Essence. Time is of the essence in the performance of each and every term of this Agreement.

Section 11.10 Specific Performance. The provisions of this Agreement are uniquely related to Seller's and its Affiliates' desire to consummate the transactions contemplated by this Agreement, and such transactions represent a unique business opportunity at a unique

time for the Seller and its Affiliates. As a result, irreparable damage would occur to Seller and its Affiliates in the event that any of the obligations of Buyer under this Agreement were not performed in accordance with their specific terms. Although liquidated or other monetary damages may be available for the breach of covenants and undertakings contained in this Agreement, monetary damages would be difficult to ascertain and an inadequate remedy therefor. Accordingly, if Buyer breaches or threatens to breach any provision of this Agreement, then without limitation to Seller's rights under clause (i) of Section 10.2(c) Seller shall be entitled to an injunction or injunctions, specific performance and any and all other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement, this being in addition to any other remedies to which it is entitled at Law or equity. If Seller seeks an injunction or injunctions to prevent breaches of this Agreement or seeking to enforce specifically the terms and provisions of this Agreement, Seller shall not be required to provide, furnish or post any bond or other security in connection with or as a condition to obtaining any such Order or injunction. Buyer irrevocably waives any right it may have to require the provision, furnishing or posting of any such bond or other security. If any action or proceeding should be brought in equity to enforce the provisions of this Agreement, Buyer shall not allege, and hereby waives the defense, that there is an adequate remedy at Law.

Section 11.11 Public Announcements. Promptly after the execution and delivery of this Agreement, the parties shall make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Thereafter, no party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed) unless a press release or public announcement is required by Law or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing party agrees to give the nondisclosing party prior notice of, and an opportunity to comment on, the proposed disclosure. Notwithstanding anything to the contrary in this Section 11.11, Seller (a) shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and (b) may disclose this Agreement to its equityholders and lenders to the extent required by the provisions of any of Seller's bylaws, credit agreements and other pre-existing contractual obligations.

Section 11.12 Entire Agreement. This Agreement (including the Ancillary Agreements referenced herein), the Sale Order and the Confidentiality Agreement contain the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules to this Agreement and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

Section 11.13 Parties in Interest. Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall relieve or discharge the obligations or liability of any third

Persons to Seller or Buyer. This Agreement is not intended to nor shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

Section 11.14 Bulk Sales Laws. Buyer waives compliance by Seller and Seller waives compliance by Buyer, with the provisions of the “bulk sales”, “bulk transfer” or similar laws of any state other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

Section 11.15 Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. As used in this Agreement, the word “including” and its derivatives means “without limitation” and its derivatives, the word “or” is not exclusive and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole.

Section 11.16 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

ARTICLE 12. DEFINITIONS.

Section 12.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Alternative Transaction” means Seller consummating one or more transactions or series of transactions, whether a going concern sale, liquidation or otherwise, that involves a sale of all or substantially all of the Business or the Acquired Assets by Seller to a purchaser or purchasers other than Buyer.

“Ancillary Agreements” means, collectively, the Assignment and Assumption Agreements, Assignment and Assumption of Leases, Acquired Intellectual Property Assignments, quitclaim deeds, and other certificates, affidavits and releases delivered pursuant to Article 3.

“ATF” means the United States Bureau of Alcohol, Tobacco, Firearms and Explosives.

“ATF Licenses” means all of those licenses issued by ATF as provided by the GCA and the GCA’s implementing regulations that are necessary for Buyer to conduct the Business as

currently conducted.

“Avoidance Actions” means any and all claims and remedies of Seller under Sections 510 and 542 through 553 of the Bankruptcy Code or under similar state laws including, without limitation, fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in Huntsville, Alabama are authorized by Law or other governmental action to close.

“Business Name” means “Remington,” either alone or in combination with other words, graphics or designs, including all rights in said term as a trade name, trade mark, corporate name, service mark and domain name, including without limitation those set forth on Schedule 12.1(a), and any confusingly similar variation, derivative or transaction thereof.

“Buyer Acquisition Vehicle” means a Creditworthy entity that is wholly-owned and controlled by Buyer's parent entity.

“Cash” means all cash and cash equivalents held by Seller, including all petty cash, register cash, undeposited checks, cash in transit and marketable securities, in each case as of immediately prior to the Closing (and including without limitation (i) the Good Faith Deposit, (ii) the Net Closing Cash Payment, (iii) any fee reserves or escrows established by Seller, and (iv) any cash in the Dominion Account (as defined in the Priority Term Loan)).

“CBA” means that certain Collective Bargaining Agreement between Remington Arms Company, LLC and International Union, United Mine Workers of America (2016-2022), as amended or otherwise modified from time to time.

“City of Huntsville Project Development Liabilities” means all liabilities arising under (i) that certain Project Development Agreement dated as of February 27, 2014, by and among the City of Huntsville, Alabama, Madison County, Alabama, The Industrial Development Board of the City of Huntsville, and Seller, as amended or otherwise modified from time to time, (ii) that certain note issued by Seller to the City of Huntsville on February 27, 2014 in the original principal amount of \$12,500,000 and (iii) that certain Mortgage and Security Agreement dated as of February 27, 2014, by Seller in favor of the City of Huntsville.

“Claims” encompasses the definition in Bankruptcy Code §101(5) and under this Agreement also includes any and all liabilities, rights, credits, defenses, allowances, rebates, choses in action, rights of recovery, set-off, causes of action, civil or criminal, any contributions received from or owed to charitable or other organizations, assertions of legal or moral responsibility, in each case known or unknown, pending or threatened, at law or in equity, direct or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or inchoate, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or

unasserted actions against Seller or any of its Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, indenture, note, bond, lease, license, premium finance arrangement, purchase order, sales order or other agreement to which Seller is a party; provided that Contracts do not include any Lease or any employment or similar Contracts.

“Creditworthy” means sufficiently capitalized, to the reasonable satisfaction of Seller upon provision to Seller of substantiating documentary evidence, to be able to pay the Purchase Price.

“D&O Insurance” means the policy in effect as of the Effective Date that provides for insurance from liability for current and former directors and officers of Seller, including insurance from liabilities with respect to all claims (including, under “tail” insurance coverage, those claims brought within six (6) years from the Closing Date) arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated by this Agreement).

“DIP Facility” means any debtor-in-possession financing advanced to Seller in the Bankruptcy Case.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, surveys, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“Employee Benefit Plans” means (a) all “employee benefit plans,” as defined in Section 3(3) of ERISA, (b) all employment, consulting or other individual compensation agreements, and (c) all bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs or other plans, contracts, policies or arrangements that provide for compensation for employee benefits as to which Seller has any obligation or liability, contingent or otherwise.

“Employee Liabilities” means all liabilities of Seller to or with respect to all Employees whenever arising and liabilities of the type specified in Section 1114 of the Bankruptcy Code owing to retired employees of Seller, including, for the avoidance of doubt, under the CBA.

“Employee Records” means all employment and benefit records (in whatever form

maintained) in the possession of Seller or its agents and pertaining to any Transferred Employee, or any spouse, dependent or other beneficiary of any such Transferred Employee.

“Employees” means all individuals, as of the date of this Agreement, who are employed by Seller (including Employees who are absent due to COVID Restrictions or vacation, family leave, short-term disability, COVID 19-related furloughs or absences or other approved leave of absence) in connection with the ownership, operation and management of the Business.

“Environmental Laws” means all applicable federal, state and local statutes, ordinances, rules, Orders, regulations and other provisions having the force of law, all judicial and administrative Orders and determinations, and all common law concerning pollution or protection of human health and the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Exit Term Loan” means that certain Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of February 21, 2020, and that certain Amendment No. 5, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“FILO Facility” means that certain First Lien Last-Out Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of October 11, 2019, that certain Amendment No. 5 dated as of February 21, 2020, and that certain Amendment No. 6, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“Final Order” means an Order, ruling or judgment of any court of competent jurisdiction that has not been reversed, stayed, modified or amended, and as to which no appeal, petition for certiorari, motion or petition for rehearing or reargument is pending, and the deadline for any such filing has expired.

“GCA” means Gun Control Act of 1968 (Chapter 44 of Title 18, United States Code § 921 et seq).

“Government” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, or any state, county or municipality thereof, including the employees or agents

thereof.

“Historic Firearms Books and Records” means all historic books and records relating to the sale of firearms included in the Acquired Assets, including all records required to be kept pursuant to parts 447, 478, and, 479 of title 27, Code of Federal Regulations.

“Income Tax” means any Tax based on, imposed on or measured by income, gross receipts or profits, including any interest, penalty or other addition with respect thereto.

“Income Tax Return” means any Tax Return with respect to Income Taxes.

“Intellectual Property” means (1) all intellectual property arising from or in respect of the following: (a) all patents and applications therefore, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, (b) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, including the Business Name, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (c) copyrights and registrations and applications therefore and works of authorship, and mask work rights, (d) all Software of Seller, (e) confidential information, know-how, trade secrets and inventions, and (f) all other intellectual property, (2) Seller’s rights pursuant to any Contract with Remington Licensing Corporation and (3) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of Seller’s rights or interests in intellectual property that is not an Excluded Asset and any related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Intellectual Property and collect damages therefor.

“Intercompany Note” means that certain Amended and Restated Promissory Note issued on April 18, 2019, for the principal amount of \$100,000,000, by Remington Arms Company, LLC in favor of FGI Holding Company, LLC.

“Interests” means all rights and entitlements of any nature including, without limitation, security interests, assignments of Liens or Claims, licenses, leases, contract rights, indentures, instruments, licenses, options, escheatment, abandoned property, unclaimed property, covenants, conditions, zoning, planning and any other restrictions, easements, encroachments, Permits or other interests in property or limitations on the use of real property or irregularities in title, rights of first refusal, rights to injunctive or other legal relief, any attributes of ownership, rights or restrictions of any kind and nature, whenever incurred, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, matured or unmatured, legal or equitable (which Interests may also be Liens or Claims).

“Knowledge” or any other similar term or knowledge qualification means, with respect to (i) Seller, the actual conscious knowledge of either of Ken D’Arcy (President and Chief Executive Officer of ROC) or Mark Little (Vice President and Chief Financial Officer of ROC), as of the date the applicable representation or warranty is made or deemed made under this Agreement and (ii) Buyer, the actual conscious knowledge of Scott Soura (Manager of Buyer), as of the date the applicable representation or warranty is made or deemed made under this

Agreement.

“Leased Real Property” means all leasehold or subleasehold estates and other rights of Seller to possess, use or occupy (or to grant others the right to possess, use or occupy) any land, buildings, structures, improvements, fixtures or other interest in real property, in each of the foregoing cases, to the extent possessed, used or occupied in connection with the Business.

“Leasehold Improvements” means all buildings, structures, improvements and fixtures that are owned by Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.

“Leases” means all leases, ground leases, subleases, licenses and other agreements, including all amendments, extensions, renewals, and other agreements with respect thereto, pursuant to which Seller has the right to possess, use, lease or occupy (or to grant others the right to possess, use or occupy) any Leased Real Property.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement, other than (a) a lessor’s interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor’s interest in, property underlying any leases; (b) any imperfection of title with respect to any asset that does not materially interfere with the present occupancy, use or marketability of such asset and the continuation of the present occupancy or use of such asset; and (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances that are not created pursuant to mortgages or other financing or security documents, or any other state of facts, that do not materially interfere with the present occupancy or use of an asset.

“Marlin Business” means the design, development, testing, manufacture, marketing, sale and distribution of Marlin brand products (including discontinued products and those yet to be launched) using the Marlin name.

“Material Adverse Effect” means a state of facts, event, change or effect on the value of the Acquired Assets that results in a material and adverse effect on the value of the Acquired Assets taken as a whole, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (A) changes resulting from, or from any motion, application, pleading or Order filed relating to, the Bankruptcy Case; (B) any action of Seller taken pursuant to, or any failure of Seller to take any action prohibited by, any Order of the Bankruptcy Court, this Agreement or any of the Ancillary Agreements to which Seller is a party; (C) the public disclosure of this Agreement or any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby, (D) changes, after the Effective Date, in United States generally accepted accounting principles, (E) changes in general United States economic, monetary or financial conditions, including changes in prevailing interest rates, credit availability, and the credit markets generally, as well as changes in the commercial real estate markets in the geographic regions in which Seller operates the Business, (F) changes in the firearms, ammunition or sporting goods industries in general, (G) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war (whether or not declared) or (H) any occurrence, outbreak, escalation or worsening of, or furloughs or Government actions (including any

quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or any other applicable Law, order, directive, guideline or recommendation by any Government of competent jurisdiction (collectively, “COVID Restrictions”)) instituted in response to, any epidemic, pandemic or other disease (including without limitation the COVID-19 virus).

“Non-Core Brands” means Bushmaster, DPMS, Dakota, Tapco, H & R, Stormlake, AAC and Parker.

“Owned Real Property” means all land and all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto, owned by Seller and used in the ownership, operation or management of the Business, but only to the extent set forth in Section 1.1(a).

“Pension Plan” means Remington Arms Company, LLC Pension and Retirement Plan, (f/k/a Remington Arms Company, Inc. Pension and Retirement Plan), as amended from time to time, whereby the Marlin Firearms Co. Employees’ Pension Plan (a/k/a Marlin Firearms Company Employees Pension Plan), as amended from time to time, was merged into the Remington Arms Company, LLC Pension and Retirement Plan.

“Permit” means any permit, license, authorization, registration or certificate obtained from any Government.

“Permitted Liens” mean: (a) all Liens set forth on Schedule 12.1(b); (b) Liens and Interests consisting of (X) current Taxes and assessments, Liens for Taxes that are not yet delinquent or that are being contested in good faith, reservations in patents, and all easements, rights-of-way, encumbrances, Liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear on record, and similar matters that would be disclosed by an accurate ALTA/ACSM survey of the Owned Real Property, and (Y) the applicable zoning and use regulations or other Laws of any Government; (c) purchase money Liens securing payments under capital lease arrangements; (d) all terms, conditions and restrictions under any applicable Permits; and (e) the rights under the Acquired Intellectual Property granted under (1) that certain Trademark License Agreement, by and between RA Brands and Crossman Corporation, a Delaware corporation, dated as of January 18, 2016, as amended by Amendment #1 to Trademark License Agreement, dated as of June 4, 2019 and as amended, supplemented and modified from time to time, (2) that certain Trademark License Agreement, by and between RA Brands and Gator Cases Inc., a Florida corporation, dated as of November 5, 2019, as amended by Amendment #1 to Trademark License Agreement, dated as of August 19, 2020 and as amended, supplemented and modified from time to time, and (3) that certain Exclusive Trademark License Agreement, by and between RA Brands and Buck Knives, Inc., a Nevada corporation, dated as of January 18, 2017, as amended, supplemented and modified from time to time.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

“Plan” means a Joint Chapter 11 Plan filed by Seller with the Bankruptcy Court.

“Post-Closing Taxes” means any (i) Taxes, other than Transaction Taxes, imposed on the Acquired Assets in respect of a taxable period (or portion thereof) beginning after the close of business on the day prior to the Closing Date and (ii) excise taxes of Seller attributable to the Business whether or not deferred and whether or not relating to periods before or after Closing.

“Pre-Closing Income Taxes” means any Income Taxes paid, payable, or that become payable, in connection with Seller or any of its Affiliates or relating to the Business, in respect of a taxable period (or portion thereof) ending as of the close of business on the day prior to Closing Date.

“Pre-Closing Taxes” means any Taxes paid, payable, or that become payable, in connection with Seller or any of its Affiliates or relating to the Business (other than any excise taxes (whether or not deferred)), in respect of a taxable period (or portion thereof) ending as of the close of business on the day prior to Closing Date.

“Priority Term Loan” means that certain Loan and Security Agreement, dated as of April 18, 2019 (as amended by that certain Amendment No. 1, dated May 1, 2019, that certain Amendment No. 2, dated June 24, 2019, that certain Amendment No. 3, dated August 15, 2019, that certain Amendment No. 4, dated October 11, 2019, that certain Amendment No. 5, dated February 21, 2020, and that certain Amendment No. 6, dated March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto, Cantor Fitzgerald Securities, as administrative agent and initial collateral agent, and the lenders party thereto.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

“Retained Litigation” means all litigation and Claims arising or related to events prior to the Closing.

“Seller D&Os” means the current or former directors and officers insured under the D&O Insurance.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all Documents related to any of the foregoing.

“State of Alabama Project Development Liabilities” means all liabilities under that certain Project Agreement dated as of February 17, 2014, by and between the State of Alabama and ROC, as amended or otherwise modified from time to time.

“Straddle Period” means any taxable period beginning prior to, and ending after, the Closing Date.

“Subsidiary(ies)” means, when used with respect to any specified Person, any other Person (a) of which the specified Person or any Subsidiary thereof is a general partner, (b) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (c) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise (whether or not deferred), franchise, gross receipts, occupation, real and personal property, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature, whether arising before, on or after the Closing Date; and “Tax” shall mean any one of them.

Section 12.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Acquired Assets	Section 1.1
Acquired Intellectual Property	Section 1.1(k)
Acquired Intellectual Property Assignment.....	Section 3.2(d)
Affiliate	Section 12.1
Agreement.....	<i>Preamble</i>
Allocation.....	Section 8.3
Alternative Transaction.....	Section 12.1
Approval Termination Date	Section 10.1(d)
Assignment and Assumption Agreement.....	Section 3.2(b)
Assignment and Assumption of Lease.....	Section 3.2(c)
Assumed Business Contracts	Section 1.1(i)
Assumed Contracts	Section 1.1(i)
Assumed FF&E Leases.....	Section 1.1(e)
Assumed Leased Real Property	Section 1.1(c)
Assumed Leases.....	Section 1.1(b)
Assumed Liabilities	Section 1.3

Assumed Motor Vehicle Leases	Section 1.1(g)
Assumed Policy Rights	Section 1.1(h)
Avoidance Actions.....	Section 12.1
Bankruptcy Case	<i>Recitals</i>
Bankruptcy Code	<i>Recitals</i>
Bankruptcy Court.....	<i>Recitals</i>
Bidding Procedures Motion	<i>Recitals</i>
Bidding Procedures Order.....	<i>Recitals</i>
Break Fee	Section 10.2(c)
Business	<i>Recitals</i>
Business Day.....	Section 12.1
Business Name.....	Section 12.1
Buyer.....	Preamble
Buyer Acquisition Vehicle.....	Section 12.1
Buyer Plans	Section 7.3
Cash.....	Section 12.1
CBA	Section 12.1
City of Huntsville Project Development Liabilities.....	Section 12.1
Claims	Section 12.1
Closing	Section 3.1
Closing Date.....	Section 3.1
Code	Section 12.1
Confidentiality Agreement.....	Section 5.1(b)
Contract.....	Section 12.1
COVID Restrictions.....	Section 12.1
Creditworthy	Section 12.1
Cure Amount.....	Section 1.5(a)
Customer Order.....	Section 1.1(l)
Documents	Section 12.1
Effective Date	<i>Preamble</i>
Employee Benefit Plans	Section 12.1
Employee Liabilities	Section 12.1
Employee Records	Section 12.1
Employees.....	Section 12.1
Environmental Laws	Section 12.1
ERISA	Section 12.1
Excluded Assets.....	Section 1.2
Excluded Employee Liabilities.....	Section 1.3(f)
Excluded Liabilities	Section 1.4
Final Order	Section 12.1
FFL Cutoff Date.....	Section 3.2(a)
Good Faith Deposit.....	Section 2.2(a)
Government.....	Section 12.1
Gross Closing Cash Payment.....	Section 2.1(a)
Intellectual Property.....	Section 12.1
Intercompany Note.....	Section 12.1

Interests	Section 12.1
Inventory	Section 1.1(n)
Insurance Policies	Section 1.2(a)
Law	Section 4.1(c)
Leased FF&E	Section 1.1(e)
Leased Motor Vehicles	Section 1.1(g)
Leased Real Property	Section 12.1
Leasehold Improvements	Section 12.1
Leases	Section 12.1
Lien	Section 12.1
Material Adverse Effect	Section 12.1
Material Permits	Section 4.1(g)
Necessary Consent	Section 1.6
Net Closing Cash Payment	Section 2.2(b)
Order	Section 4.1(c)
Owned FF&E	Section 1.1(d)
Other Agreements	Section 1.8
Owned Motor Vehicles	Section 1.1(f)
Owned Real Property	Section 12.1
Pension Plan	Section 12.1
Permitted Liens	Section 12.1
Person	Section 12.1
Petition Date	<i>Recitals</i>
Plan	Section 12.1
Pre-Closing Income Taxes	Section 12.1
Priority Term Loan	Section 12.1
Purchase Orders	Section 1.1(m)
Purchase Price	Section 2.1
Qualifying Excluded Contracts and Leases	Section 1.5(d)
Related Person	Section 12.1
Reserve Amount	Section 9.2(b)(iii)
Retained Litigation	Section 12.1
ROC	Preamble
Sale Hearing	Section 1.5(a)
Sale Order	<i>Recitals</i>
Seller	Preamble
Seller's Knowledge	Section 12.1
Software	Section 12.1
State of Alabama Project Development Liabilities	Section 12.1
Subsidiary(ies)	Section 12.1
Tax Return	Section 12.1
Taxes	Section 12.1
Transaction Taxes	Section 8.1
Transferred Employees	Section 7.1
WARN Act	Section 7.4(a)
Warranty Termination Date	Section 10.1(b)

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER

The Roundhill Group, LLC

By: _____
Name: *Scott Souza*
Title: *Manager*

ROC

REMINGTON OUTDOOR COMPANY,
INC.

By: _____
Name:
Title:

SUBSIDIARIES OF ROC

FGI OPERATING COMPANY, LLC

By: _____
Name:
Title:

FGI HOLDING COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

OUTDOOR SERVICES, LLC

By: _____
Name:
Title:

FGI FINANCE INC.

By: _____
Name:
Title:

HUNTSVILLE HOLDINGS LLC

By: _____
Name:
Title:

TMRI, INC.

By: _____
Name:
Title:

REMINGTON ARMS DISTRIBUTION
COMPANY, LLC

By: _____
Name:
Title:

32E PRODUCTIONS, LLC

By: _____
Name:
Title:

GREAT OUTDOORS HOLDCO, LLC

By: _____
Name:
Title:

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

by and among

ROUNDHILL GROUP, LLC

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.

Dated as of September 26 , 2020

These Disclosure Schedules (these “Schedules” and each a “Schedule”) are furnished pursuant to the Asset Purchase Agreement (the “Agreement”), dated as of September 26, 2020, by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to the Agreement (collectively with ROC, “Seller”), and Roundhill Group, LLC (“Buyer”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement, unless the context otherwise requires.

These Schedules are hereby incorporated in and made a part of the Agreement as if set forth in full therein and are an integral part of the Agreement. The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever (including any violation of law or breach of contract). These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties or covenants of the Seller contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. In disclosing the information in these Schedules, Seller does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. The disclosures in these Schedules are to be taken as relating to the representations and warranties as a whole, notwithstanding the fact that these Schedules are arranged by sections corresponding to the sections in the Agreement, or that a particular section of the Agreement makes reference to a specific section of the Schedules, and notwithstanding that a particular representation and warranty may not make a reference to the Schedules. Disclosure of an item on one Schedule shall be deemed disclosure on all other Schedules.

Neither the specification of any dollar amount in any representation or warranty nor the disclosure of a document or information in these Schedules is intended, or shall be construed or offered in any dispute between the parties to the Agreement as evidence of, the materiality of such dollar amount, document or information, nor does it establish any standard of materiality upon which to judge the inclusion or omission of any similar documents or information in such Schedule or any other Schedule. The headings and descriptions of the disclosures herein are for convenience of reference only and are not intended and do not alter the meaning of any provision of the Agreement or these Schedules.

Schedule 1.1(i)
Assumed Business Contracts

None.

Schedule 1.2(g)
Excluded Assets

1. None.

Schedule 1.3(b)
Assumed Liabilities

1. None

Schedule 1.4(n)
Excluded Liabilities

1. None

Schedule 1.5(a)
Estimated Cure Amount

None

Schedule 4.1(g)
Compliance with Law

1. Administrative Order on Consent, issued by the Missouri Department of Natural Resources to Remington Arms Company, LLC, No. 14-HW-E005 with regard to hazardous materials handling, storage and disposal.
2. In March 2020, the Company received a pre-litigation settlement offer from Trex Properties LLC concerning the Detrex Corporation facility located in Charlotte, NC. The offer names Para USA LLC (a Company subsidiary) is a potentially responsible party pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) for alleged transport or disposal of hazardous materials at the Detrex facility. The offer demanded a \$12,000 payment to release all CERCLA, state and natural resource damage claims. Because the Company could not confirm that Para USA LLC actually deposited waste at the Trex facility, it did not accept the offer; however, the Company cannot rule out potential liability as a potentially responsible party.
3. Citation and Notification of Penalty regarding inspection number 1350744 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated March 26, 2019 (Ilion, NY).
4. Citation and Notification of Penalty regarding inspection number 1353904 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated March 26, 2019 (Ilion, NY).
5. Citation and Notification of Penalty regarding inspection number 1130012 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated June 8, 2016 (Lexington, MO).
6. Citation and Notification of Penalty regarding inspection number 314352477 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated November 4, 2011 (Ilion, NY).
7. Citation and Notification of Penalty regarding inspection number 315538082 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated August 31, 2011 (Lexington, MO).
8. Notice of Alleged Safety or Health Hazards issued by the U.S. Department of Labor, Occupational Safety and Health Administration, regarding Complaint Number 850727 (Lexington, MO).

Schedule 4.1(h)
Contracts

1. Seller received in August 2020 a proposed Settlement Agreement from the International Union, United Mine Workers of America regarding Grievance Nos. 32-2020 and 33-2020, alleging certain violations of the CBA.

Schedule 4.1(i)

Material Permits

a. Special Tax Stamps and Federal Firearms Licenses

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ilion, NY	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Huntsville, AL	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Sturgis, SD	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Lenoir City, TN	Federal Firearms License	1-62-105-07-0A-07514	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Stormlake/Remington Arms

b. Import/Export

<u>Business Area</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ammunition and Firearms	ITAR Registration	M23608	U.S. Dept. of State, Office of Defense Trade Controls Compliance	Remington Arms Company, LLC
Ammunition and Firearms	Export License (Borchers, S.A. Warehouse Distribution Agreement)	050553995 (DA-0520-15)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC
Ammunition and Firearms	Export License (Helmut Hofmann GMBH Warehouse Distribution Agreement)	050672664 (DA-1349-18)	U.S. Dept. of State	Remington Arms Company, LLC
Ammunition and Firearms	Export License	050614380 (DA-2227-16)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC

	(Jaguar Gruppen A/S Warehouse Distribution Agreement)			
Ammunition and Firearms	Export License (Midarms, SPRL Warehouse Distribution Agreement)	050583291 (DA-0001-16)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC
Ammunition and Firearms	Export License (Norma Precision AB Warehouse Distribution Agreement)	050698288 (DA-0788-19)	U.S. Dept. of State	Remington Arms Company, LLC
Ammunition and Firearms	Export License (Raytrade Pty Ltd. Warehouse Distribution Agreement)	050569321 (DA-1597-15)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC
Ammunition and Firearms	Export License (Raytrade UK Limited Warehouse Distribution Agreement)	050672127 (DA-1340-18)	U.S. Dept. of State	Remington Arms Company, LLC
Ammunition and Firearms	Export License (Sako Ltd. Warehouse Distribution Agreement)	050515421 (DA-1428-14)	U.S. Dept. of State	Remington Outdoor Company, Inc. Barnes Bullets, LLC
Ammunition and Firearms	Export License (Skenco Europe, Kft. Warehouse Distribution Agreement)	050627594 (DA-0635-17)	U.S. Dept. of State	Remington Outdoor Company, Inc. Remington Arms Company, LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202001414	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202001470	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC

Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202001473	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202001512	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202001516	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202002302	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202002684	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202003611	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202004581	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202005830 (application pending)	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202006481 (application pending)	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Company LLC
Firearms	Export License	050715420	U.S. Dept. of State	Remington Arms Company, LLC

Firearms	Export License	050710057	U.S. Dept of State	Remington Arms Company, LLC
----------	----------------	-----------	--------------------	-----------------------------

Schedule 4.1(i)
Acquired Intellectual Property

I. TRADEMARKS

Country	Trademark	Registration Number	Owner	Goods
Canada	ACR	TMA826,670	RA Brands, L.L.C.	Firearms
United States of America	ACR	4,019,998	RA Brands, L.L.C.	Firearms
United States of America	ADAPTIVE COMBAT RIFLE	3,946,418	RA Brands, L.L.C.	Firearms
United States of America	ADVANCED ARMAMENT CORP.	3,491,907	RA Brands, L.L.C.	Silencers for firearms
United States of America	ADVANCED ARMAMENT CORP. SILENCERS MADE IN THE USA & Design	4,503,536	RA Brands, L.L.C.	Silencers for firearms
Canada	BACR	TMA849,550	RA Brands, L.L.C.	Firearms
United States of America	BLACKOUT	3,746,510	RA Brands, L.L.C.	Flash suppressors for firearms
United States of America	BLASTOUT	5,079,077	RA Brands, L.L.C.	Muzzle attachments for firearms, namely, recoil compensators and flash suppressors
United States of America	BRAKEOUT	3,954,435	RA Brands, L.L.C.	Combined recoil compensator and flash suppressor for firearms
United States of America	FLIP THE SWITCH	4,258,888	RA Brands, L.L.C.	Firearms
United States of America	HALCYON	5,341,554	RA Brands, L.L.C.	Silencers for firearms
United States of America	HARRINGTON & RICHARDSON	1,749,367	Remington Arms Company, LLC	Firearms, namely, revolvers, rifles, shotguns and pistols
United States of America	HYPOSONE	3,601,911	RA Brands, L.L.C.	Baffle module sound reduction feature sold as an integral component of silencers for firearms
United States of America	ILLUSION	4,905,498	RA Brands, L.L.C.	Silencers for firearms
United States of America	P & Design	1,882,081	RA Brands, L.L.C.	Firearms, die-marking pistols, and parts therefor; ammunition
United States of America	PANTHER	3,713,769	Remington Arms Company, LLC	Rifles
Brazil	PANTHER ARMS	840491409	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Canada	PANTHER ARMS	TMA891,091	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Chile	PANTHER ARMS	1095992	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Hong Kong	PANTHER ARMS	302581272	RA Brands, L.L.C.	Firearms and structural parts therefor
Int'l Registration - Madrid Protocol Only	PANTHER ARMS	IR1159142	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Korea, Republic of	PANTHER ARMS	IR1159142	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Malaysia	PANTHER ARMS	2013053727	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Mexico	PANTHER ARMS	1391990	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Panama	PANTHER ARMS	222415-01	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Singapore	PANTHER ARMS	IR1159142	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
St. Lucia	PANTHER ARMS	TM/2013/000113	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Thailand	PANTHER ARMS	TM380212	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Trinidad and Tobago	PANTHER ARMS	46753	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
United States of America	PANTHER ARMS	4,435,058	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor
Uruguay	PANTHER ARMS	444574	RA Brands, L.L.C.	Firearms and replacement and structural parts therefor

United States of America	PARA	2,716,330	RA Brands, L.L.C.	Firearms, and replacement and structural parts therefore
Canada	PARDNER	TMA361,998	Remington Arms Company, LLC	Shotguns
United States of America	PARDNER	1,540,397	Remington Arms Company, LLC	Shotguns
United States of America	PARDNER PUMP	3,069,212	Remington Arms Company, LLC	Firearms
Canada	SHOOT LIKE A GIRL . . . IF YOU CAN !	TMA784,901	RA Brands, L.L.C.	Firearms
United States of America	TI-RANT	3,954,433	RA Brands, L.L.C.	Silencers for firearms
United States of America	TOPPER	1,754,497	Remington Arms Company, LLC	Firearms, namely, revolvers, rifles, shotguns and pistols
European Union (Community)	VETERAN	11606399	Remington Arms Company, LLC	Firearms; ammunition and projectiles; explosives; fireworks; ammunition for firearms; holders for ammunition; launchers for ammunition; large calibre ammunition; medium calibre ammunition; small calibre ammunition; pellets; bullets; rockets; shells (projectiles); fuses for explosives; cartridges for firearms; bags for carrying firearms; protective cases adapted for firearms; protective shields adapted for firearms; scrapers for cleaning firearms; breeches of firearms; covers for firearms; barrel reflectors for firearms; firearm sights; foresights for firearms; sight protectors for firearms; sights, other than telescopic, for firearms; silencers for firearms; tripods and stands for firearms; cleaning brushes for firearms; accessories for firearms, namely grips for pistols; parts and fittings for firearms
Mexico	VETERAN	1368618	Remington Arms Company, LLC	Accessories for firearms, namely grips for pistols
United States of America	WOOD TECH	4,602,778	RA Brands, L.L.C.	Stocks for firearms with simulated wood grain, sold as a component part of firearms

PATENTS

Owner	Patent Number	Description
RA Brands LLC	6,557,288	COMPACT GOVERNMENT MODEL HANDGUN
RA Brands LLC	D562,931	HANDGUN GRIP
RA Brands LLC	7,530,191	SEMI-AUTOMATIC HANDGUN, MAGAZINE, AND FOLLOWER
RA Brands, LLC	8,726,557	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS
RA Brands LLC	6,070,512	HANDGUN AND METHOD OF OPERATING HANDGUN
RA Brands LLC	7,587,851	RECEIVER GASKET

UNITED STATES COPYRIGHTS

(1) Remington Arms Distribution Company, LLC: None

(2) Remington Arms Company, LLC: None

(3) RA Brands, L.L.C.

Reg. No.	Published	Registered	Description
GP99,836	April 11, 1975	July 11, 1975	“PETERS BLUE BELT AWARD BELT BUCKLE”
GP99,826	February 24, 1975	July 10, 1975	“PETERS LONG RUN AWARD BELT BUCKLE”
GP99,827	February 24, 1975	July 10, 1975	“PETERS HIGH GUN TROPHY BELT BUCKLE”
GP99,828	June 25, 1975	July 10, 1975	“PETERS GOLDEN DUCK BELT BUCKLE”

CANADIAN COPYRIGHTS AND INDUSTRIAL DESIGNS

(1) Remington Arms Distribution Company, LLC: None

(2) Remington Arms Company, LLC: None

(3) RA Brands, L.L.C.

Industrial Designs :

Country	Title	Serial No.	Owner
---------	-------	------------	-------

Canada	BUTTSTOCK	50133	RA BRANDS, L.L.C.
--------	-----------	-------	-------------------

(4) Remington Outdoor Company, Inc.: None

DOMAIN NAMES

Domain Name	Account No.	Points To	Expiration Date	Account Holder
pantherarms.com	21043774	ADNS Services	4/9/2025	Remington Arms Company, Inc.
para-usa.com	21043774	ns1.supercp.com ns2.supercp.com	1/19/2022	Remington Arms Company, Inc.
paraord.com	21043774	Under Construction Page	10/10/2022	Remington Arms Company, Inc.

Schedule 11.5
Brokers and Finders

1. Ducera Partners.

Schedule 12.1(a)
Tradenames

Schedule 4.1(j) is hereby incorporated by reference.

Schedule 12.1(b)
Permitted Liens

1. Liens securing (i) that certain note issued by Seller to the City of Huntsville on February 27, 2014 in the original principal amount of \$12,500,000, and (ii) that certain Mortgage and Security Agreement dated as of February 27, 2014, by Seller in favor of the City of Huntsville.
2. Excise Tax in the amount of \$13,420,726 was due on July 29, 2020 has not been paid and the tax returns for such excise taxes have not been filed.
3. State of Alabama - Sales and Use Tax - Period 05/01/2014 through 04/30/2017. Current Status: Auditor is reviewing information provided by Seller.
4. TTB - Firearms and Ammunition Excise Tax - Period - Unknown. Current Status: The Seller received e-mail communication on July 23, 2020 from the TTB of intent to audit.

EXHIBIT 1

(See attached copy of Bidding Procedures Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-11

Joint Administration Requested

**ORDER ESTABLISHING BIDDING PROCEDURES RELATING
TO THE SALES OF ALL OR A PORTION OF THE DEBTORS' ASSETS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), seeking entry of this order (this “**Bidding Procedures Order**”) (i) approving the proposed bidding procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”);

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Bidding Procedures, as applicable.

(iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the procedures for the Debtors' selection of one or more stalking horse bidders (each, a "**Stalking Horse Bidder**"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the "**Auction**") if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the "**Sale Hearing**") to approve one or more Sales of the Acquired Assets; and (v) granting related relief; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections having been filed, or all objections having been resolved or overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended on July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and the provision of the Bid Protections to be determined, (ii) establish the Assumption and Assignment Procedures, (iii) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, (iv) schedule a date for the (a) Auction and (b) Sale Hearing; and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, including the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Meyer Declaration**”) and the *Declaration of Colin M. Adams in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Adams Declaration**”) are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

F. The Debtors are authorized to pay the break-up fee and expense reimbursement comprising the Bid Protections. The Bid Protections, to the extent payable under any Stalking Horse APA, (a)(x) are actual and necessary costs and expenses of preserving the Debtors' estate within the meaning of Section 503(b) of the Bankruptcy Code, and (y) shall be treated as allowed administrative claims against the Debtors' estates pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code, are commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidders, and (c) are fair, reasonable and appropriate, including in light of the size and nature of the Sale Transaction, the necessity to announce a sale transaction for the Acquired Assets, and the efforts that have been and will be expended by the Stalking Horse Bidders. The Bid Protections are a material inducement for, and condition of, each Stalking Horse Bidder's execution of the applicable Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under its Stalking Horse APA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

G. The Sale Notice and the Publication Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of Acquired Assets, including the sale of Acquired Assets free and clear of all liens, claims, and encumbrances, the Sale Transaction(s), the Bidding Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

H. The Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder(s), and no other or further notice is required.

I. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Acquired Assets and the related Cure Costs, and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.³
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

³ Notwithstanding anything to the contrary herein, the consummation of any Sale Transaction(s) is subject to entry of the Sale Order(s).

I. The Timeline for the Sale

3. The Debtors are authorized to proceed with the Sale Transaction(s) in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

4. Deadline Action

August 18, 2020 at 10:00 a.m. (prevailing Central Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
August 21, 2020	Sale Notice Mailing Date
August 21, 2020	Assumption and Assignment Service Date
September 1, 2020 at 4:00 p.m. (prevailing Central Time)	Sale Objection Deadline (defined below) excluding any objection based on identity of Stalking Horse Bidders, Successful Bidder or Backup Bidder or the form or substance of the Stalking Horse Bid, Successful Bid or Backup Bid
September 4, 2020 at 5:00 p.m. (prevailing Central Time)	Bid Deadline
September 8, 2020 at 12:00 p.m. (prevailing Central Time)	Reply Deadline (defined below)
September 8, 2020 by 4:00 p.m. (prevailing Central Time) or 14 days following service of the Supplemental Notice of Assumption and Assignment	Assumption and Assignment Objection Deadline (defined below) excluding any objection related to adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or Backup Bidder
September 17, 2020 at 10:00 a.m. (prevailing Central Time)	Auction
September 21, 2020	Post-Auction Notice
September 23, 2020 at 10:00 a.m. (prevailing Central Time)	Sale Hearing

5. For the avoidance of doubt, the Debtors reserve the right, and are authorized to, modify the above timeline and the Bidding Procedures (the “**Modifications**”) in accordance with the provisions of the Bidding Procedures; *provided, however*, that the Debtors shall consult with the Consultation Parties or, to the extent provided therein, the Bid Consultation Parties, with respect to any Modifications. The Committee’s right to request an extension of the above timeline for cause is expressly reserved.

II. The Bidding Procedures

6. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

7. The Debtors are authorized, in accordance with the Bidding Procedures, to require Diligence Parties to submit written indications of interest specifying, among other things, the Acquired Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party.

8. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the Bid Deadline shall be **September 4, 2020 at 5:00 p.m. (prevailing Central Time)**. Any disputes or objections to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (all as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing as set forth herein.

9. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **September 17, 2020 at 10:00 a.m. (prevailing Central Time)** virtually via video conferencing technology, or at such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.

10. The Prepetition Secured Creditors shall have the right, subject in all respects to the Bankruptcy Code and other applicable law and the satisfaction in cash or assumption of claims secured by senior liens, to credit bid all or any portion of their allowed secured claims pursuant to Section 363(k) of the Bankruptcy Code or other applicable law, in accordance with the applicable provisions of the Prepetition Credit Documents and any such credit bid shall be deemed a Qualified Bid subject to the Intercreditor Agreement (as defined in the D'Arcy Declaration); *provided, however,* that nothing herein or in the Bidding Procedures shall affect or in any way limit the right or ability of any party in interest, including the Committee, to object to the Prepetition Secured Creditors' right to credit bid, including the nature, amount, or scope of such credit bid, subject to the (a) applicable provisions of the Court's *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, (IV) Granting Related Relief, and (V) Scheduling A Final Hearing* Docket No. 90, including paragraph 20 and the Challenge Period (as defined therein), as the same may be modified in accordance with its terms and (b) Sale Objection Deadline (as defined below).

III. Stalking Horse Bidder and Bid Protections

11. In accordance with the Bidding Procedures, the Debtors may designate one or more Stalking Horse Bidders for the various segments of their business and may enter into an asset purchase agreement with each Stalking Horse Bidder (each, a "**Stalking Horse APA**"), subject to higher or otherwise better offers at the Auction, which establishes a minimum Qualified Bid at the Auction with respect to the assets that are the subject thereof.

12. Absent further order of the Court, the Stalking Horse APA shall (i) limit the break-up fee in favor of the Stalking Horse Bidder in the amount of no more than 3.5% of the cash consideration proposed to be paid at closing by the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Break-Up Fee**”); (ii) limit any reimbursement for the Stalking Horse Bidder’s and its attorneys’, accountants’, investment bankers’ and representatives’ documented fees and expenses actually and reasonably incurred in negotiating and documenting the Stalking Horse APA, and in preserving and protecting Stalking Horse Bidder’s rights and interests as buyer and lender in connection with the Chapter 11 Cases to an amount not to exceed 1.0% of the cash consideration proposed to be paid by at closing the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Expense Reimbursement**”); and/or (iii) set the initial overbid protection (the “**Minimum Overbid Increment**” and, together with the Break-Up Fee and the Expense Reimbursement, the “**Bid Protections**”) in amounts to be determined by the Debtors in accordance with the Bidding Procedures. In the event that the Debtors determine that the Bid Protections must exceed the amounts set forth herein, the Court shall hold a hearing on the approval of any such greater Bid Protections on an expedited basis, upon the request of the Debtors.

13. The Bid Protections, to the extent payable under the Stalking Horse APAs, shall (a) constitute an allowed administrative expense claim against the Debtors pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code. Subject to the foregoing, the Bid Protections shall be paid (i) in cash from the proceeds of any approved Sale or (ii) credited against the purchase price if, after an Auction, the Stalking Horse Bid, as enhanced at the Auction, is the Successful Bid and the Sale contemplated by the Stalking Horse APA (as enhanced at the auction) is consummated.

14. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to all parties on the Rule 2002 List, all

parties expressing an interest in the Acquired Assets and all parties holding liens on such Acquired Assets, three (3) business days' notice and an opportunity to object to the determination of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse APA, and absent objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Court. To the extent necessary, the Debtors' right to seek this Court's approval of one or more Stalking Horse Bidders, with notice and a hearing, is hereby preserved.

IV. Notice Procedures

15. The form of Sale Notice substantially in the form attached hereto as Exhibit 2 is approved.

16. Within seven (7) days after the entry of this Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Bidding Procedures Order, including the Bidding Procedures by first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon or with respect to any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to FILO Lenders; (ix) counsel to

the Stalking Horse Bidder, if any; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; and (xvii) all known creditors of the Debtors, including their contract counterparties; *provided, however*, that to the extent email addresses are available, parties referenced in this paragraph 15 may be served by email.

17. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to known interested parties.

18. The Publication Notice, substantially in the form attached hereto as Exhibit 3, is approved. The Debtors are directed to publish the Sale Notice, as modified for publication, in the *New York Times*, on one occasion on the Mailing Date or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at <https://cases.primeclerk.com/RemingtonOutdoor>.

19. Service of the Publication Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to all unknown parties.

20. The form of the Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 is approved. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file on the docket, but not serve, the Post-Auction Notice identifying any Successful Bidder(s).

V. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are approved.

22. The Notice of Assumption and Assignment, substantially in the form attached hereto as Exhibit 5 is approved.

23. On or before **August 21, 2020** (any such date, the “**Assumption and Assignment Service Date**”), the Debtors shall file with the Court, and post on the Case Website at <https://cases.primeclerk.com/RemingtonOutdoor>, the Notice of Assumption and Assignment and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List, the Debtors believe that there is no Cure Cost, as of the date of such notice. On the Assumption and Assignment Service Date, the Debtors shall serve, via first-class mail, a customized version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List, on all counterparties to the Designated Contracts. In addition, the Debtors shall serve, via first-class mail, a modified version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List on all parties on the Rule 2002 Notice List. Service of such Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a counterparty to a Designated Contract (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; and (iii) include appropriate

documentation in support thereof. All Designated Contract Objections must be filed and served on (i) counsel for the Debtors, O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com); (ii) co-counsel for the Debtors, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, Attn: Derek Meek (dmeek@burr.com) and Hanna Lahr (hlahr@burr.com); (iii) counsel for the Restructuring Committee, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Schultz (sschultz@akingump.com); (iv) counsel for the Committee, Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104, Attn: Michael A. Sweet (msweet@foxrothschild.com) and Baker Donelson Bearman Caldwell & Berkowitz, P.C., 420 20th Street North, Birmingham, Alabama 35203, Attn: Matthew Cahill (mcahill@bakerdonelson.com) and Rita Hullett (rhullett@bakerdonelson.com); (v) the Bankruptcy Administrator, 400 Well Street, Decatur, Alabama 35602, Attn: Richard Blythe (richard_blythe@alnb.uscourts.gov); (vi) counsel to the Stalking Horse Bidder, if any; (vii) counsel to the FILO Lenders, Pillsbury Winthrop Shaw Pittman LLP, Four Embarcadero Center, 22nd Floor, San Francisco, CA 94111-5998, Attn: Joshua D. Morse (joshua.morse@pillsburylaw.com) and Andrew V. Alfano (andrew.alfano@pillsburylaw.com); (viii) counsel to Whitebox Advisors LLC, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Andreas Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com); (ix) all parties that have requested notice in the Chapter 11 Cases (collectively (i)–(ix), the “**Objection Recipients**”); and (x) counsel to any Successful Bidder(s), if known on the Sale Objection Deadline no later than 4:00 p.m. (prevailing Central Time) fourteen (14) days following the

Assumption and Assignment Service Date (the “**Assumption and Assignment Objection Deadline**”).

25. If a Designated Contract Objection is not consensually resolved before the Sale Hearing, the amount to be paid or reserved with respect to such objection shall be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

26. Any time after the Assumption and Assignment Service Date and before the closing of a Sale Transaction, the Debtors reserve the right, and are authorized but not directed, to (i) supplement the Designated Contracts List with previously omitted Designated Contracts in accordance with the definitive agreement for a Sale Transaction, (ii) remove a Designated Contract from the list of contracts that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

27. In the event the Debtors exercise any of the rights listed above, the Debtors shall promptly serve the Supplemental Notice of Assumption and Assignment by electronic transmission, hand delivery, or overnight mail on the counterparty (and its attorney, if known) to each Designated Contract listed on the Supplemental Notice of Assumption and Assignment at the last known address available to the Debtors. Each Supplemental Notice of Assumption and Assignment shall set forth (i) the name and address of the counterparty to the Designated Contract listed thereon; (ii) the proposed effective date of the assignment (subject to the right of the applicable Successful Bidder, if any, to withdraw such request for assumption and assignment of that Designated Contract prior to the closing of the applicable Sale Transaction); (iii) sufficient information to identify the Designated Contract; (iv) the Cure Costs, if any; and (v) proposed

adequate assurance, if known on the Assumption and Assignment Service Date. The Debtors are authorized, but not directed, to modify the Supplemental Notice of Assumption and Assignment as necessary and appropriate to provide customized individual notice to each Designated Contract counterparty. In addition, the Debtors are authorized, but not directed, to supplement the Designated Contract List on the Case Website with any additional Designated Contracts as the Debtors deem appropriate in their discretion. Service of such Supplemental Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

28. Any objection by a counterparty to a Designated Contract listed on a Supplemental Notice of Assumption and Assignment (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Supplemental Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or the proposed Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; (iii) include appropriate documentation in support of the objection; and (iv) be filed and served on the Objection Recipients no later than fourteen (14) days from the date of service of such Supplemental Notice of Assumption and Assignment.

29. If a Supplemental Designated Contract Objection is not consensually resolved by the proposed effective date of assignment of the Designated Contract that is the subject of a Supplemental Designated Contract Objection, the Debtors shall seek an expedited hearing before

the Court (a “**Supplemental Designated Contract Hearing**”) to determine the Cure Costs, if any, and approve the assumption of the relevant Designated Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court, including by filing a certification of no objection, (a “**Supplemental Designated Contract Order**”) fixing the Cure Costs and approving the assumption of any Designated Contract listed on a Supplemental Notice of Assumption and Assignment.

30. Absent the filing of a Designated Contract Objection or Supplemental Designated Contract Objection and a subsequent order of the Court establishing an alternative Cure Cost, the Cure Costs, if any, set forth in the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and the counterparty to the Designated Contract will be deemed to have consented to the assumption, assignment, and sale of the Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Designated Contract against the Debtors or the applicable Successful Bidder, or the property of any of them, except with respect to adequate assurance of future performance by such Successful Bidder. For the avoidance of doubt, any objections to the proposed form of adequate assurance of future performance of any Successful Bidder (other than a Stalking Horse Bidder) must be raised at the Sale Hearing or Supplemental Designated Contract Hearing, as applicable, and will be resolved at the hearing at which it is raised or, in the Debtors’ discretion, adjourned to a later hearing.

31. The inclusion of a Designated Contract on the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) will not (a) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take

assignment of such Designated Contract or (b) constitute any admission or agreement of the Debtors that such Designated Contract is an “executory” contract. Only those Designated Contracts that are included on a schedule of assumed and Acquired Contracts attached to the final purchase agreement with the Successful Bidder(s) (each, an “**Acquired Contract**”) will be assumed and assigned to the Successful Bidder(s).

32. Assignment by the Debtors to the Successful Bidder of a contract, lease or any other liability assumed under Section 365 of the Bankruptcy Code or otherwise relieves the Debtors and their estates from any such liability so assigned.

VI. The Sale Hearing

33. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Acquired Assets to the Successful Bidder(s) and (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **September 23, 2020 at 10:00 a.m. (prevailing Central Time)**, and may be adjourned or rescheduled without notice, subject to paragraph 4 of this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transaction(s) and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Bankruptcy Court.

34. Any and all objections, if any, to any Sale Transaction (but excluding any objection based on the specific identity of any Stalking Horse Bidder, the form or substance of any Stalking Horse APA, the specific identity of the Successful Bidder or the Backup Bidder, or the form or substance of the Successful Bid or the Backup Bid) must be filed no later than **September 1, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”). Any and all such objections must be served on the Objection Recipients and counsel to any Successful Bidder(s), if known on the Sale Objection Deadline. All replies to such objections must be filed by **September 8, 2020 at 12:00 p.m.** (prevailing Central Time) (the “**Reply Deadline**”).

35. Any party failing to timely file an objection to any Sale Transaction will be forever barred from objecting and will be deemed to have consented to any Sale Transaction, including the transfer of the Debtors’ right, title and interest in, to, and under the Debtors’ Acquired Assets free and clear of any and all liens, claims, encumbrances and other interests in accordance with a definitive agreement for any Sale Transaction.

36. Promptly following the Auction, the Debtors shall serve the Post-Auction Notice. The Debtors propose that any objections regarding the adequate assurance of future performance of the Successful Bidder or the Backup Bidder (other than the Stalking Horse Bidder) may be raised at the Sale Hearing.

VII. Other Provisions

37. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties or the Bid Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation or Bid Consultation Parties.

38. Oneida’s rights and priority in connection with any security interests it held in any assets of the Debtors pre-petition are hereby preserved and retained by Oneida to the extent they

existed pre-petition and any such security interests shall attach to proceeds of such assets with the same priority, extent, validity, avoidability and enforceability. Nothing herein shall constitute a finding or ruling by this Court that any such security interests are valid, senior, enforceable, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited to, the Debtors and any Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such security interest.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Bidding Procedures Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

42. To the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Bidding Procedures Order shall govern.

43. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

44. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse APA, and the implementation of this Bidding Procedures Order.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

EXHIBIT 2

(See attached form of Trademark License Agreement)

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“Agreement”), dated as of September __, 2020, (the “Effective Date”), is entered into by and between Vista Outdoor Inc., a Delaware corporation located at 1 Vista Way, Anoka, MN 55303 (“Licensor”), and the Roundhill Group, LLC (“Licensee”). Licensor and Licensee are sometimes referred to herein individually as a “Party” and together as the “Parties”.

RECITALS

WHEREAS, Licensor and Remington Outdoor Company, Inc., (“ROC”) a Delaware corporation located at 100 Electronics Blvd., SW Huntsville, AL 35824 are, among others, parties to that certain Asset Purchase Agreement, dated September [●], 2020 (the “Ammunition APA”), pursuant to which Licensor, among other things, has acquired certain assets related to the ammunition business operated by ROC and certain of its Affiliates; and

WHEREAS, Licensee and ROC are, among others, parties to that certain Asset Purchase Agreement, dated September [●], 2020 (the “Firearms APA”), pursuant to which Licensee, among other things, has acquired certain assets (the “Firearms Assets”) related to the firearms business operated by ROC and certain of its Affiliates; and

WHEREAS, in connection with the transactions contemplated by the Firearms APA, Licensee paid an aggregate purchase price of \$12,500,000 to ROC in order to acquire the Firearms Assets; and

WHEREAS, following the Effective Date, Licensee has agreed to continue to invest in and otherwise develop the value of the brand and other intellectual property right included in the Licensed Trademarks; and

WHEREAS, Licensee’s willingness to purchase the Firearms Assets and willingness to continue to invest in the Licensed Trademarks will have a direct and material benefit to Licensor, without which, Licensor would not have been willing to consummate the transactions contemplated by the Ammunition APA; and

WHEREAS, in connection with the transactions contemplated by the Ammunition APA and Firearms APA, Licensor has agreed, as of the Effective Date, to enter into this Agreement to enable use of the Licensed Trademarks (as defined below) in connection with Licensee’s operation of the Firearms Business (as defined herein); and

WHEREAS, subject to the terms and conditions set forth herein, Licensor desires to exclusively license use of the Licensed Trademarks to Licensee to manufacture, sell and/or distribute the Licensed Products;

WHEREAS, Licensee has the capability to perform such duties and desires to become an exclusive licensee of the Licensed Trademarks for said purpose; and

WHEREAS, Licensor is willing to grant an exclusive trademark license for this purpose to use the Licensed Trademarks on the terms set forth in this Agreement and the Appendices attached to and forming part of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

Capitalized terms used but not defined in this list herein shall have the meaning given them in the body of this Agreement.

“Affiliate” means, with respect to any Person, any other Person who, as of the Effective Date or subsequent thereto, controls, is controlled by, or is under common control with such Person, but any such other Person shall be deemed to be an Affiliate only as long as such control exists.

“Field of Use” means manufacture, distribution, advertising, promotion, offer for sale, sale, import, export, servicing, and support of Licensed Products.

“Firearms Business” means Licensee’s business related to the manufacture, distribution, advertising, promotion, offer for sale, sale, servicing, and support of Licensed Products under the Licensed Trademarks, which business, for the avoidance of doubt, excludes any business related to the manufacturing, distribution and sale of ammunition and any products not listed on Appendix A.

“Licensed Products” means the products listed on Appendix A.

“Licensed Trademarks” means the trademarks used in the Firearms Business including those listed in Appendix B, as such Appendix may be updated by mutual written agreement of the Parties from time to time.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government.

“Restricted Product” means: (a) any semi-automatic rifles; (b) any rifle-caliber pistols; (c) receivers and partial receivers of the foregoing, and (d) pistols with arm braces.

“Subsidiary” means, with respect to any Person, any other Person who, as of the Effective Date or subsequent thereto, is controlled by such Person, but any such other Person shall be deemed to be a Subsidiary only as long as such control exists.

“Third Party” means any Person other than Licensor, Licensee, and their respective Affiliates and Subsidiaries.

1. LICENSE GRANT

A. Trademark License. Licensor hereby grants to Licensee a non-transferable, exclusive (even as to Licensor), sublicensable (subject to Section 1.F herein), worldwide, royalty free, fully paid-up, right and license during the Term in the Field of Use to utilize the Licensed Trademarks solely (i) on all Licensed Products, (ii) the packaging accompanying Licensed Products, (iii) marketing materials and web site content relating to Licensed Products, and (iv) within a domain name (but, except as otherwise set forth herein) only in conjunction with the word “firearm”, “firearms”, “arms” or another word of similar meaning). For avoidance of doubt, neither the license in this Section 1.A herein nor any other provision of this Agreement shall restrict (or is intended to restrict) the right of Licensor to license the Licensed Trademarks to any other entity relating to any products or services outside the Field of Use. Licensee shall place on all packaging and marketing materials for Licensed Products appropriate trademark notices for the Licensed Trademarks and a notice indicating that the Licensed Trademarks are owned by Licensor and are used under license, and that Licensor is not a manufacturer, endorser, or seller of the Licensed Products.

B. Limitation on Licensee. Notwithstanding anything to the contrary set forth herein, Licensee shall not (i) use the Licensed Trademarks on any Restricted Products (other than in connection with sales of Restricted Products to the military or a law enforcement agency), or (ii) otherwise market or sell Restricted Products under any other trademark on any web site or within any marketing materials that also include or reference the Licensed Trademarks or the Licensed Products marketed or sold using the Licensed Trademarks.

C. Exclusivity; Reservation of Rights. The license granted hereunder is exclusive, except as otherwise contemplated hereby, even as to Licensor. Accordingly, during the Term, , Licensor shall not use or permit any Third Party to use any of the Licensed Trademarks on or in connection with the manufacture, distribution, advertising, promotion, offer for sale, sale, import, export, servicing, or support of Licensed Products, anywhere in the world. With the exception of the license specifically granted in this Agreement to the Licensed Trademarks, no license or rights beyond the scope set forth herein or under any other trademark, service mark, trade name, trade dress, domain name or any other intellectual property or other proprietary right of Licensor is granted by this Agreement. All rights not expressly granted by Licensor hereunder are expressly reserved by Licensor.

D. Trademark Usage Guidelines. Licensee agrees to use the Licensed Trademarks in accordance with the Trademark Usage Guidelines included as Appendix C (“Trademark Usage Guidelines”). However, Licensee’s continued use of the Licensed Trademarks in connection with the Licensed Products in the same or substantially the same manner as such Licensed Trademarks were previously used or are currently used shall be deemed to comply with the Trademark Usage Guidelines. If Licensee wishes to use the Licensed Trademarks in a manner that is not in accordance with the Trademark Usage Guidelines or in a manner that is not the same or substantially the same manner as such Licensed Trademarks were previously used or are currently used, Licensee must request Licensor’s approval prior to such use. Requests for such approvals from Licensor in relation to the Licensed Trademarks under this Agreement are to be submitted in writing to the Licensor’s authorized brand licensing representative designated to review and approve such uses; Licensor shall not unreasonably withhold its approval for any such use. Should

Licensor update or modify the Trademark Usage Guidelines, which must be reasonable and may not occur more than once per calendar year, such updates or modifications shall take effect ninety (90) days after written notice thereof is provided to Licensee, and Licensee shall implement any applicable changes within such timeframe or a commercially reasonable timeframe agreed by the Parties in writing; provided, however, that in no event may Licensor modify the Trademark Usage Guidelines in a manner that limits, eliminates or otherwise modifies the scope of the license granted to Licensee under Section 1.D or prohibits use of the Licensed Trademarks on and in connection with Licensed Products as used on the date hereof. For the avoidance of doubt, Licensee shall not be required to modify any Licensed Products or other materials and collateral existing prior to such effective date that were in compliance with the Trademark Usage Guidelines applicable as of their release. Licensee shall ensure that all Licensed Products sold by Licensee and all related quotations, specifications, and descriptive literature, and all other materials carrying the Licensed Trademarks, be marked with the appropriate trademark notices in accordance with the Trademark Usage Guidelines.

E. No Assignment. Nothing in Section 1.A or Section 1.C of this Agreement is to be construed as an assignment or grant to Licensee of any right, title, or interest in the Licensed Trademarks or in any copyright, design, trademark, trade dress, domain name or other property right of Licensor beyond the license expressly granted.

F. Sublicense Rights. Licensee shall be permitted to freely sublicense the Licensed Trademarks in the Field of Use, provided that all sublicensees shall be bound to the terms and conditions herein and shall be required to fully comply with the terms of this Agreement (including the confidentiality provisions and all Licensee restrictions). Licensee shall be strictly liable for any breach of the terms of this Agreement by a sublicensee, and shall be responsible for enforcing the usage restrictions set forth in this Agreement with regard to the Licensed Trademarks against all of its sublicensees. Any Affiliate sublicensee shall be jointly and severally liable with Licensee under this Agreement. Licensee shall provide Licensor with an updated list of all active sublicense agreements including the scope of and parties to the relevant sublicenses at least once per calendar year and additionally upon Licensor's reasonable request.

G. Remington Domain Name. Notwithstanding anything to the contrary set forth herein, promptly following the Effective Date, the Parties shall cooperate in good faith and take all commercially reasonable measures to ensure that the "Remington.com" domain name (as well as any other domain names mutually agreed to by the Parties) link or otherwise provide access to separate websites for (i) the business of Licensor and its Affiliates (which, subject to the terms hereof, will be managed by Licensor) and (ii) the Firearms Business (which, subject to the terms hereof, will be managed by Licensee).

2. QUALITY STANDARDS, QUALITY CONTROL AND INSPECTION

A. Suppliers. Licensee will manufacture, or cause, direct, and supervise the manufacture of Licensed Products and will provide, or cause, direct and supervise, the provision of related services by the supplier(s) used by Licensee (or any other entity that controlled the Firearms Business) as of the Effective Date and such new suppliers as may be added from time to time by Licensee ("Suppliers"). Licensor and Licensee agree that such new Suppliers shall be of

at least comparable quality in terms of the products or services supplied as the Suppliers used by or on behalf of Licensor as of the Effective Date.

B. Product Standards. Licensee shall make, label, distribute, offer, provide and sell Licensed Products in accordance with the Trademark Usage Guidelines and the general product/service quality standards established used in the Firearms Business as of the Effective Date (“Existing Standards”). Quality standards for Licensed Products not in existence as of the Effective Date shall be at least of a level comparable with the Existing Standards to the extent applicable to such Licensed Product (“Comparable Standards”). Licensee will distribute and sell only Licensed Products that meet the Existing Standards or Comparable Standards. Each Party acknowledges that it is in the Parties’ mutual interest that Licensee market, promote, and sell Licensed Products branded with the Licensed Trademarks at prices and on terms that reflect the high value and quality associated with the Licensed Trademarks to preserve and enhance the goodwill and reputation associated with the Licensed Trademarks for premium quality products. Each Party covenants that it shall not take any actions that would be reasonably likely to result in a diminution in value to the value of the brands or the quality of the products associated with the Licensed Trademarks.

C. Quality Verification. Licensee will assure testing, inspection and auditing of the products sufficient to minimize the likelihood of defective products entering the stream of commerce and, (1) before first sale or distribution of any Licensed Products manufactured and launched after the Effective Date and (2) during the Term as reasonably required by Licensor from time to time but no more than once per calendar year, furnish to Licensor without charge a copy of Licensee’s and, if applicable, its Suppliers’, quality verification, auditing and testing data for Licensor’s review.

D. Quality Control Records. If requested in writing by Licensor, Licensee shall reasonably make available and provide to Licensor, for Licensor’s review, inspection and retention, such reasonable reports or data relating to quality control systems or processes for the Licensed Products. Should Licensor provide written notice outlining a reasonable basis upon which it believes that one or more Licensed Products does not conform to the applicable Existing Standards or Comparable Standards in accordance with this Agreement, Licensee will carry out appropriate quality control tests reasonably requested in writing by Licensor to determine whether such Licensed Products conform to the Existing Standards or Comparable Standards and will make commercially reasonable modifications and correction to Licensed Products to conform them to the Existing Standard or Comparable Standard and promptly provide to Licensor confirmation of such compliance activities and results. Licensee will keep, and request its Suppliers and Affiliates to keep, reasonable testing and quality control records for up to three (3) years from creation which records shall be open to inspection, during regular business hours of Licensee or its Suppliers, as applicable, by Licensor, upon at least ten (10) business days’ prior written notice by Licensor.

E. Audits. Upon Licensor’s written request, Licensee shall permit Licensor’s authorized representatives to inspect and audit during any operational hours the facilities, operations, and procedures of Licensee once per calendar year at a mutually agreed date for the sole purposes of determining whether the Licensed Products conform to the terms of this Agreement (the “Annual Inspection”). Licensee shall make available to Licensor for its review during such Annual Inspection, any requested information for evaluation of Licensee’s compliance

hereunder, the Licensed Products, including information related to the manufacturing, handling, processing, offering, sale, marketing and distribution of the Licensed Products to the extent necessary to confirm compliance with this Agreement. During the Annual Inspection, Licensee will provide access to quality verification and testing data and any requested samples of Licensed Products including packaging, tags, labels, marketing and advertising materials and collateral and claims substantiation data for the Licensed Products that is specifically requested by Licensor at least two (2) weeks in advance for Licensor to determine and ensure compliance with this Agreement. Licensee, its Affiliates and Suppliers will make commercially reasonable modifications or corrections to their operations, processes and procedures, brand uses, corporate identification practices, the Licensed Products that Licensor deems necessary to ensure the Licensed Products and Licensee's operations, processes and procedures, brand uses, corporate identification practices, meet and maintain the requirements of this Agreement provided that a formal request for any such modifications is submitted in writing to Licensee.

F. Customer Service. Licensee shall also include with Licensed Products appropriate contact information for customer service and support in each country where the Licensed Products are distributed and sold. If requested in writing by Licensor, Licensee shall provide to Licensor a general outline of Licensee's warranty and service processes.

G. Confidentiality. All of the products, information and materials provided or made available by Licensee or its Suppliers pursuant to this Section 2 will be deemed Licensee's confidential information, are for Licensor's internal purposes, and shall be used only by Licensor for confirming Licensee's compliance with this Agreement; in no event shall any such materials be disclosed to any other Person or used for any other purpose without Licensee's prior written consent.

H. Compliance with Laws. Licensee shall use the Licensed Trademarks only in such manner as will comply with the provisions of applicable laws relating to the Licensed Products. Licensee shall affix to all Licensed Products and all materials that bear a Licensed Trademark, including, but not limited to all labels, packaging, advertising, and promotional materials, invoices, and other printed materials (i) notices, warnings, instructions and safety information in compliance with applicable law (including trademark law), and (ii) a conspicuous statement, and such other legend as Licensor may from time to time require on the packaging of the Licensed Products indicating that the Licensed Products are sold, distributed, or manufactured under license from Licensor.

3. LICENSOR BANKRUPTCY AND COMMERCIAL LENDING TRANSACTIONS

A. Licensor acknowledges that Licensee's rights hereunder are preserved notwithstanding any putative rejection thereof under Section 365 of the Bankruptcy Code pursuant to *Mission Product Holdings, Inc. v. Tempnology LLC*, 139 S.Ct. 165 (2019). In the event any repudiation, disclaimer, rejection, proposed repudiation, proposed disclaimer or proposed rejection of this Agreement by Licensor in any bankruptcy proceeding or liquidation whether compulsory or voluntary or compounds with its creditors or takes or suffers any similar action in consequence ("Bankruptcy Event"), Licensee shall have the right to retain and fully exercise all of its rights hereunder. Without limiting the generality of the foregoing, no putative rejection of this Agreement or other Bankruptcy Event shall terminate or rescind any right granted to the Licensee.

B. In the event of a Bankruptcy Event, Licensee further reserves all rights to assert that Section 365(n) of the Bankruptcy Code or similar laws of another jurisdiction, shall be implicated. The Parties intend that the Licensed Trademarks shall constitute and have the protections afforded “intellectual property” as the term is defined in 11 U.S.C. Section 101(35A) of the United States Code or similar laws of another jurisdiction. All of the rights granted to Licensee under this Agreement shall be deemed to exist immediately before the occurrence of any Bankruptcy Event in which Licensor is a debtor. The Parties wish for the protections of Section 365(n) of the Bankruptcy Code to apply fully if Licensor commences or has commenced against it a bankruptcy case under the Bankruptcy Code and for the protections of similar laws in other jurisdictions to apply in a Bankruptcy Event of Licensor or its property. Licensor acknowledges that the rights and licenses granted to Licensee pursuant to this Agreement shall not be affected by the rejection or repudiation of this Agreement. Licensor waives all rights to object to the application of Section 365(n) of the Bankruptcy Code or similar laws of another jurisdiction or any request for relief pursuant to Section 365(n) or similar laws of another jurisdiction by or on behalf of Licensee.

C. In the event Licensor enters into a commercial lending transaction through which its lender requires assignment of the Licensed Trademarks be pledged as collateral, Licensor shall request that such lender shall acknowledge the rights of licensee hereunder, in writing, and accord Licensee protections substantially similar, but in no event less than, to those set forth in sections (a) and (b); provided, however, that if such lender is not willing to grant such consent, Licensor shall cooperate with Licensee in good faith in an effort to ensure that Licensee obtains such protections (provided, that, in no event shall Licensor be required to engage in any litigation or incur any out of pocket expenses in connection therewith). For the avoidance of doubt, it is the intent of the Parties for the license granted pursuant to this Agreement to extend and survive notwithstanding the exercise of any rights of foreclosure and/or sale by a lender pursuant to Article IX of the Uniform Commercial Code, as made applicable by state law.

D. Promptly following the Effective Date, the Parties shall record a summary of this Agreement, in form and substance substantially similar to that attached hereto as Appendix D, with the United States Patent and Trademark Office.

4. PACKAGING, ADVERTISING MATERIALS AND SAMPLES

A. All packaging and related materials shall conform to the Existing Standards or Comparable Standards and the Trademark Usage Guidelines. If Licensee wishes to use any packaging or related materials that do not conform to the Existing Standards or Comparable Standards and the Trademark Usage Guidelines, such uses must be previewed with Licensor prior to Licensee’s use.

B. Except as otherwise contemplated hereby, Licensee will have sole responsibility for advertising and marketing expenses relating to Licensed Products. Licensee will reimburse Licensor for Licensor’s reasonable out-of-pocket costs of producing any artwork and related materials requested by Licensee that Licensor chooses to create on Licensee’s request, upon the submission of appropriate documentation as to Licensor’s out-of-pocket costs. Licensor acknowledges that it will receive a direct economic benefit from Licensee’s investment in the Licensed Trademarks and Licensed Products, including through Licensee’s marketing efforts to

promote the shared brands. In furtherance of the foregoing, following the Effective Date, upon the written request of Licensee, Licensor shall promptly reimburse Licensee for up to Seven Million Five Hundred Thousand (\$7,500,000) of its expenses incurred in connection with (i) the marketing, promotion or sale of the Licensed Products and/or (ii) Licensee's hiring of employees in connection with the operation of the Firearms Business and/or (iii) Licensee's reorganizing or modernizing the facilities used in the Firearms Business, which will be paid Licensor by wire transfer to an account designated by Licensee.

C. Licensee shall not make any false claims or material misrepresentations about Licensed Products and agrees to include appropriate disclaimers or informational statements on packaging and in promotional materials for Licensed Products. Licensor assumes no liability to Licensee, its Affiliates, its customers, or any other Third Party, with respect to the performance of Licensed Products.

5. OWNERSHIP AND PROTECTION OF RIGHTS

A. Ownership. Licensee acknowledges that the Licensed Trademarks are inherently distinctive, that Licensor (and/or its Affiliates) is the owner of and has acquired a substantial and valuable goodwill in the Licensed Trademarks, and that all use thereof by Licensee and its Affiliates and Suppliers inures solely to the benefit of Licensor (and/or its Affiliates). Licensee agrees to put reasonable notice of such ownership that Licensor shall require on the tags or labels or packaging and/or advertising materials for the Licensed Products, including a trademark notice as applicable and in accordance with the Trademark Usage Guidelines.

B. No Impairment; Undertakings. Licensee will not and will not permit its Affiliates or authorize its Suppliers or sublicensees to do anything that is intended to impair Licensor's proprietary rights in and to the Licensed Trademarks. Neither Licensee nor any of its Affiliates will claim any right or interest in the Licensed Trademarks, except such right as is expressly granted by this Agreement. Licensee and its Affiliates further agree not to dispute, or assist in disputing, directly or indirectly Licensor's right and title in the Licensed Trademarks. If, as a result of Licensee's use of the Licensed Trademarks, Licensee or any of its Affiliates are deemed by operation of law or otherwise to have acquired any title or other rights to any of the Licensed Trademarks or any of their components, Licensee agrees to and hereby does assign (and shall have its Affiliate(s) assign in writing, if applicable) the same to Licensor without the requirement of any further consideration. In furtherance of the above, Licensee shall ensure the concepts in Appendix E, to the extent reasonably practicable, are included in the relevant agreements between the Licensee and its Suppliers or sublicensees.

C. Product Materials. Licensor acknowledges that Licensee owns all rights in all graphic designs and other creative works containing the Licensed Trademarks including in packaging, promotional materials, advertising, collateral materials and other merchandising materials prepared by or for Licensee for use in connection with the distribution of Licensed Products (apart from the Licensed Trademarks themselves).

D. Obligation to Notify. Licensee shall promptly notify Licensor of any suspected infringement or misuse of any of the Licensed Trademarks that is brought to the attention of Licensee, and shall cooperate with Licensor, as Licensor shall reasonably require and at Licensor's

expense, in any action taken against such suspected infringement or misuse. Licensor agrees to keep Licensee reasonably informed of actual or suspected infringement or misuse of the Licensed Trademarks of which it is aware, upon Licensee's reasonable request.

E. Prosecution. Licensee shall take reasonable steps that are necessary and prudent to maintain and protect Licensor's proprietary rights in the Licensed Trademarks during the Term. Accordingly, Licensee shall perform all reasonable actions and bear all costs and expenses incurred by Licensor associated with the prosecution and maintenance of the registrations for the Licensed Trademarks that are solely within the Field of Use, and shall promptly reimburse Licensor for any such costs and expenses within thirty (30) days of receiving Licensor's invoice therefore. For the avoidance of doubt, Licensor shall bear all costs and expenses associated with the prosecution and maintenance of the registrations for all trademarks acquired by Licensor under the Ammunition APA that are solely outside the Field of Use. With respect to registrations for Licensed Trademarks that are used both within and outside the Field of Use, Licensee and Licensor shall each pay one-half of all costs and expenses associated with the prosecution and maintenance of such registrations. Upon Licensee's reasonable request, Licensor shall cooperate with Licensee with respect to the filing and prosecution, and upon registration, maintenance, of any new trademarks that are the same or that are or could be deemed confusingly similar to any of the Licensed Trademarks in the existing territories or in new territories in order to further protect and/or expand existing trademark coverage relating to the Licensed Trademarks. In all such cases, Licensee shall be solely responsible for all of the costs and expenses related to such filing, prosecution, and maintenance, including Licensor's reasonable costs in relation thereto. All such applications and registrations shall be solely owned by Licensor and shall be deemed part of the Licensed Trademarks. In addition, Licensee shall cooperate with Licensor and execute any documents reasonably required by Licensor to protect the Licensed Trademarks.

F. License Enforcement. Prior to bringing any claim or action against a Third Party under this Section 5.F, Licensee shall notify Licensor of the discovered suspected infringement or misuse that is the basis of such claim or action, and Licensor shall have the first right to elect to bring an enforcement action against such Third Party subject to Section 5.G. In the event that Licensor elects not to bring an action, or has not brought such action within sixty (60) days of receiving Licensee's notice, Licensee shall have the right to prosecute any such claims against such Third Party for infringement of the Licensed Trademarks within the Field of Use in Licensee's own name. Any such enforcement actions shall be brought against such Third Parties at Licensee's sole cost and expense. Licensee shall retain any recovery obtained from any such enforcement proceedings. If Licensor is required to be joined to any such proceeding (e.g., to establish standing), Licensor agrees to join such proceeding and Licensee agrees to reimburse Licensor for all of Licensor's reasonable costs and expenses associated with such proceedings (including attorney's fees). Licensor further agrees to provide documents and otherwise assist in such proceedings as may be reasonably requested by Licensee.

G. Licensor may, in its sole discretion, take such steps to bring and/or prosecute such claims for infringement, misappropriation, or dilution of the Licensed Trademarks as Licensor may deem necessary both within and outside of the Field of Use. In the event Licensor elects to take such steps, Licensee shall cooperate fully with Licensor in such actions. Licensor shall have full control over any such enforcement action that it initiates or prosecutes, including, without limitation, the right to select counsel, to settle on any terms it deems advisable, to appeal any

adverse decision rendered in court, to discontinue any action taken by it, and to otherwise make any decision in respect thereto as Licensor deems advisable in its sole discretion. Licensor shall bear all expenses associated with any such actions brought by Licensor, provided, however, that Licensor shall also retain any recovery or settlement resulting from such enforcement actions. Licensor does not represent, warrant, or covenant that it will bring any enforcement action against any Third Party, and will bring such actions in Licensor's sole discretion. Licensor agrees to keep Licensee reasonably informed of any litigation brought by Licensor to enforce its rights in the Licensed Trademarks. For purpose of clarity, the entirety of this Section 5.G is subject Section 5.F above.

6. INDEMNIFICATION

A. Licensor agrees to defend, indemnify and hold harmless Licensee against all loss, expense and damage incurred and occasioned by any claim or action asserted by any Third Party (including any governmental agency) based on allegations that the Licensed Trademarks themselves (and not their uses) violate the intellectual property rights of any Third Party, provided that Licensor is reasonably notified of and tendered the defense to such claims solely with counsel of Licensor's own choosing, and no settlement is made without Licensor's prior written consent; and provided further that such indemnification obligation will not apply to third-party claims based on the use of the Licensed Trademark by Licensee in material violation of the terms and conditions of this Agreement. Licensee shall cooperate with Licensor in any such defense as Licensor shall request and at Licensor's expense. Except as expressly set forth in this Agreement, Licensor makes no warranties under this Agreement, either express or implied.

B. Licensee agrees to defend, indemnify, and hold harmless Licensor and its Affiliates (including subsidiaries) and their parents, officers, directors, insurers, and agents against all loss, expense and damage incurred and occasioned by any claim or action asserted by any Third Party (including any governmental agency) arising out of or in any way related to the use, manufacture, distribution, offering, provision, marketing, or sale of the Licensed Products bearing or under the Licensed Trademarks (including product liability claims) and related marketing materials (including as described in Section 4 herein) by Licensee or its Affiliates or its sublicensees (including, without limitation, any misuse of the Licensed Trademarks by such sublicensees), provided that Licensee is reasonably notified of and tendered the defense to such claims solely with counsel of the Licensee's own choosing and no settlement is made without the Licensee's prior written consent, not to be unreasonably withheld. Failure of Licensor to give prompt notice will not relieve Licensee of its obligations hereunder except to the extent such delayed notice materially prejudices Licensee. Licensor shall reasonably cooperate with Licensee in any such defense as Licensee shall request, at Licensee's expense.

C. Licensor assumes no liability with respect to the Licensed Products. Licensee agrees to defend, indemnify and hold Licensor, its officers, agents, employees, successors or assigns harmless against any and all claims, demands, causes of action including, but not limited to, those relating to product liability, patent infringement and environmental law, and associated judgments, costs and expenses, including reasonable attorney's fees, arising out of (i) Licensee's manufacture, distribution, shipment, disposal, advertising, promotion or sale of the Licensed Products or (ii) any grossly negligent or willful act or omission by Licensee, agents or employees,

provided that Licensee receives prompt notice of such claim, demand or cause of action and is permitted to deal with it in Licensee's sole discretion.

D. Licensee hereby agrees, and shall ensure that its Affiliates and sublicensees agree, to comply with all laws and regulations applicable to the manufacture, sale, marketing and distribution of Licensed Products bearing the Licensed Trademarks. Licensee shall provide a warranty to its end customers of the Licensed Products bearing the Licensed Trademarks against defects in design, materials, and workmanship that reflects the high quality of the Licensed Products bearing the Licensed Trademarks.

E. Licensee will acquire and maintain at Licensee's sole expense throughout the Term and five (5) years thereafter, a policy of standard non-cancelable Commercial General Liability Insurance including coverage for Contractual Liability, Products Liability and Completed Operations on an occurrence basis. The limits of liability shall be \$10,000,000 per occurrence, which may be satisfied through any combination of primary and excess or umbrella liability insurance. Licensor shall be named as an additional insured, and Licensee's insurance shall be primary and non-contributory to any insurance that may be carried by Licensor. Licensee's insurers shall be reasonably acceptable to Licensor. Licensee will direct the insurance company(ies) to furnish Licensor with a Certificate of Insurance evidencing such coverage on the Effective Date (or if not practicable, promptly thereafter), and to provide Licensor with at least thirty (30) days written notice prior to termination of coverage. For the avoidance of doubt, each Party's indemnification obligations under this Section 6 herein include the obligation to defend the other indemnified Party against each applicable third-party claim, to pay all costs and expenses, including, without limitation, attorneys' fees, associated with such defense, and to pay all damages awarded (or settlement amounts agreed to) in connection with each such claim.

F. The undertakings of this Section 6 shall survive expiration or termination of this Agreement.

7. TERM AND TERMINATION

A. This Agreement will begin on the Effective Date and will continue in perpetuity unless terminated earlier in accordance with the terms hereof (the "Term").

B. This Agreement may be terminated by Licensor upon written notice to Licensee under the following conditions:

- 1) if Licensee or its Affiliates or any its other sublicensees fails to comply with any of the material terms and conditions of this Agreement and, if curable, fails to cure or otherwise remedy such breach within one hundred twenty sixty (120) days after the Licensor provides written notice to Licensee thereof; or
- 2) if the Licensee enters into a bankruptcy proceeding or liquidation whether compulsory or voluntary (other than for the purpose of reorganization) or compounds with its creditors or takes or suffers any similar action in consequence and fails to operate the Firearms Business for a period of at least

twenty four (24) months following the date of such bankruptcy, liquidation or composition.

C. All licenses and permissions granted by Licensor herein cease upon termination of this Agreement for any reason. After termination, Licensee shall and will continue thereafter to be obligated to assign to Licensor any rights Licensee may acquire in the Licensed Trademarks, if any, and to hold Licensor (and its Affiliates) harmless, and to defend and indemnify Licensor (and its Affiliates) as provided under Section 6 of this Agreement. Licensee will promptly discontinue all use of and sale of Licensed Products incorporating the Licensed Trademarks and any materials using the Licensed Trademarks.

8. MISCELLANEOUS

A. Independent Entities. The Parties are independent and distinct entities. Licensee may not incur any obligation in Licensor's name or on its behalf. This Agreement will not be construed as constituting any joint venture, partnership, franchise or principal/agent relationship, nor will either Party do or permit any act that will be regarded as such.

B. Severability. The declaration of any provision of this Agreement as invalid or not enforceable will not affect the remaining terms. The failure by either Party to enforce any provision of this Agreement will not affect that Party's right to enforce the same or any other provision of this Agreement.

C. Governing Law. This Agreement is to be construed according to the laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the law any other jurisdiction.

D. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING FROM THE INDEMNIFICATION AND INSURANCE OBLIGATIONS PURSUANT TO SECTION 6 HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

E. LIMIT ON WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

F. Force Majeure. Notwithstanding anything to the contrary, neither Party will be liable (for any failure to perform or otherwise) under this Agreement in accordance with its terms if failure arises out of causes beyond the control of the Parties. Such causes may include, but are not limited to, acts of God or the public enemy, acts of civil or military authority, fires, floods, earthquakes, water disasters, strikes, sabotage, insurrection, epidemic, pandemic, nuclear incident, unavailability of energy or communications sources, materials or equipment not caused by the Parties, increase in component costs, riots, war or priorities resulting from the foregoing.

G. Delivery. A written notice by either Party to the other will be deemed delivered if personally delivered or sent by an overnight international courier, or if sent registered or certified mail, return receipt requested, to the other Party at its address given in Section 8.H, or at the address specified by the other Party in the last notice of change of address, or otherwise provided under the terms of Section 8.C herein.

H. Notices. Notices under this Agreement are to be addressed as follows:

If to Licensee:

Attention: Scott Soura
888 SE 3 Avenue, Suite 500
Fort Lauderdale, FL 33316
Email: soura@roundhillgroup.com

With a copy to (which copy alone shall not constitute notice):

Shulman Bastian Friedman & Bui, LLP
100 Spectrum Center Drive, Suite 600
Irvine, California 92618
Attention: James C. Bastian, Jr., Esq.
Email: jbastian@shulmanbastian.com

If to Licensor:

Vista Outdoor Inc.
1 Vista Way
Anoka, MN 55303
Attention: Dylan S. Ramsey
Email: Dylan.Ramsey@VistaOutdoor.com

With a copy to (which copy alone shall not constitute notice):

Reed Smith LLP
599 Lexington Avenue
New York, NY 10022
Attention: Christopher M. Sheaffer
Email: Csheaffer@ReedSmith.com

Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile transmission, or on the second calendar day after deposit with a reputable overnight courier service, as applicable.

I. Execution. This Agreement may be executed by facsimile or PDF (electronic mail) copies in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. Notwithstanding the foregoing, the Parties will deliver

original execution copies of this Agreement to one another as soon as practicable following execution thereof.

J. Merger; Amendments. This Agreement, including all Appendices hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof, and will supersede any and all prior communications, negotiations, correspondence, course of dealings and other agreements between the Parties regarding such subject matter. This Agreement may only be amended or modified in a writing signed by both Parties. The terms and conditions of this Agreement will prevail notwithstanding any conflict with the terms and conditions of any purchase order, acknowledgment or other instrument submitted by Licensee.

K. Assignment. Licensee may not directly or indirectly assign this Agreement or transfer any of its rights or obligations under this Agreement, in each case, operation of law or otherwise, without the prior written consent of Licensor which shall not be unreasonably withheld; provided, however, that Licensee shall have the right to assign, transfer, sell, or pledge its rights hereunder without any required consent to: (i) any Affiliate of Licensee ; (ii) to a third-party as part of a sale of substantially all of Licensee's business, whether through an asset purchase, stock purchase, merger, consolidation, or the like; and (iii) to any lending institution, for security purposes or as collateral, from which Licensee obtains financing, which right of assignment shall include any rights of Licensee as a third-party beneficiary. Licensor may assign this Agreement, any of the Licensed Trademarks (subject to the license granted to Licensee hereunder), and/or any of its rights and obligations under this Agreement without restriction. Nothing in this Agreement, express or implied, is intended to confer upon any Person or party other than Licensee or Licensor, or their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

L. Survival. The following Sections shall survive expiration or termination of this Agreement: Section 5, Section 6, and Section 8.

M. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by the other Party of its obligations under this Agreement shall give rise to irreparable harm to such Party for which monetary damages shall not be an adequate remedy, and if such a breach or threatened breach occurs such Party will, in addition to any and all other rights and remedies that may be available to such Party under this Agreement, whether at law, at equity, or otherwise in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other equitable relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove that monetary damages will not afford an adequate remedy. Each Party agrees that it will not oppose or otherwise challenge the appropriateness of reasonably requested equitable relief with respect to a breach of this Agreement by such Party.

N. To the extent that Licensee acquires the artwork of the Remington Museum (wherever located) pursuant to the terms of the Firearms APA, the Parties shall cooperate in good faith to ensure that such assets are split equally between the Parties based on value.

O. To the extent Licensee receives any inventory related to the Dakota Arms business operated by ROC and its Affiliates, Licensee shall, following Licensor's written request, promptly transfer such inventory to Licensor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the as of the date first above written.

LICENSOR

Name:

Date:

LICENSEE

Name:

Date:

[Signature Page to Trademark License Agreement]

APPENDIX LIST

Appendix A: Accessories Included in Field of Use

Appendix B: Licensed Trademarks

Appendix C: Trademark Guidelines (relating to the Licensed Trademarks)

Appendix D: License Summary

Appendix E: Undertaking by Suppliers

APPENDIX A
Licensed Products

- Firearms
- Receivers
- Barrels
- Stocks
- Grips
- Rails
- Butts
- Triggers
- Safeties
- Iron Sights (excluding any electronic, or optical sights, and any scopes)
- Flash suppressors
- Recoil compensators
- Heatshields
- Silencers
- Sight adjustment tools
- Gunsmithing tools and kits
- Books and manuals (firearms related)
- Magazines
- Air Guns
- Paintball Guns
- Gun Cases; and
- Any other part or item not listed above that that can be affixed to or installed within a firearm and that was manufactured by ROC and sold under the Remington brand as part of a completed firearm as of the date of this Agreement.

APPENDIX B
Licensed Trademarks¹

AIRMASTER (*for airguns and paintball guns only)
EXPRESS (*for airguns and paintball guns only)
TYRANT (*for airguns and paintball guns only)
R (Stylized)
R DEFENSE Logo
REMINGTON
REMINGTON & Ball Device
REMINGTON (Ball Design)
REMINGTON (Script)
REMINGTON (Stylized and Underlined)
REMINGTON (Stylized)
REMINGTON HTP HIGH TERMINAL PERFORMANCE
REMINGTON HYPERSONIC
REMINGTON in Circle & Underlined
REMINGTON UMC
REMINGTON UMC and Design
REMINGTON UMC and Red Ball Design

¹ RS Note to Draft: Parties to agree on any additional trademarks.

APPENDIX C

Trademark Usage Guidelines (Relating to the Licensed Trademarks)

1. Use of the Licensed Trademarks should include the appropriate trademark symbol, the ® or ™, in superscript following the most prominent occurrence in the relevant branding context. Every instance of use of a mark in running copy or otherwise must be capitalized, italicized, bolded, or otherwise treated with prominence.
2. Licensee shall clearly indicate on product packaging and advertising and promotional materials, that the Licensed Trademarks are used under license, and that Licensor is not a manufacturer, seller, distributor, or endorser of such products.
3. Licensee shall ensure that the Licensed Trademarks are displayed according to any specifications and/or brand standards which Licensor may provide or amend from time to time. It is Licensee's obligation to understand these restrictions and limitations.
4. Licensee shall not do anything inconsistent with Licensor's ownership of the Licensed Trademarks.
5. The Licensed Trademarks must be reproduced exactly as provided by Licensor. The Licensed Trademarks may not be altered, amended, distorted, or combined with any other symbols, words, images, or designs, and may not be incorporated into a tagline or slogan.
6. Any use of a Licensed Trademark which is not addressed in the guidelines set forth herein, must be approved by Licensor prior to its use. Submittals for approval should be faxed/emailed to the attention of the Licensor representative.
7. Usage of the Licensed Trademarks shall be in strict compliance with those restrictions set forth in that certain Trademark Settlement Agreement by and between Remington Arms Company, Inc. and Remington Products, Inc. dated December 5, 1986.

APPENDIX D

License Summary

NOTICE OF LICENSE

This document provides notice of a License Agreement (the “License Agreement”) by and between [Vista Outdoor Inc.] (“Licensor”) and Roundhill Group, LLC (“Licensee”), dated October __, 2020.

The material terms of the License Agreement are set forth below. Any owner of the Licensed Trademarks (as defined below) takes such ownership subject to the rights granted under the License Agreement.

- 1) Licensor has granted Licensee a non-transferable, exclusive (even as to Licensor), sublicensable, worldwide, royalty free, fully paid-up, right and license to use the trademarks attached hereto as Exhibit A (the “Licensed Trademarks”).
- 2) Licensee has the exclusive right (even as to Licensor) to use the Licensed Trademarks in connection with the manufacture, distribution, advertising, promotion, offer for sale, sale, import, export, servicing, and support of firearms products.
- 3) The license granted to Licensee pursuant to the terms of the License Agreement does not include the right to use the Licensed Trademarks in connection with the manufacturing, distribution and sale of ammunition products, as well as certain other product categories mutually agreed to by Licensor and Licensee.
- 4) The license granted under the License Agreement is perpetual unless terminated in accordance with the terms of the License Agreement.

APPENDIX E

UNDERTAKING BY LICENSEE'S SUPPLIER(S)

Licensee shall ensure that its suppliers and sublicensees agree to the following provisions:

1. SUPPLIER ACKNOWLEDGES THAT THE TRADEMARKS (THE "PROPERTY RIGHTS") SPECIFIED BY LICENSEE AND/OR LICENSOR FOR USE ON _____ (THE "LICENSED PRODUCTS") ARE THE EXCLUSIVE PROPERTY OF LICENSOR AND ITS AFFILIATES AND THE LICENSED PRODUCTS ARE MADE BY US EXCLUSIVELY FOR LICENSEE AND FOR THE BENEFIT OF LICENSOR AND ITS AFFILIATES.

2. SUPPLIER WILL NOT AT ANY TIME CLAIM ANY RIGHT, TITLE OR INTEREST OR IMPAIR THE RIGHTS OF LICENSOR OR ITS AFFILIATES OR LICENSEE IN THE PROPERTY RIGHTS. SUPPLIER AGREES TO EXECUTE SUCH ADDITIONAL UNDERTAKINGS OR OTHER DOCUMENTS AS LICENSOR MAY DEEM APPROPRIATE IN THIS RESPECT.

3. SUPPLIER AGREES TO COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO THE MANUFACTURE OF LICENSED PRODUCTS.

4. SUPPLIER WILL CARRY OUT ALL QUALITY CONTROL PROCEDURES DESIGNATED BY LICENSEE TO DETERMINE THAT THE LICENSED PRODUCTS CONFORM TO THE QUALITY CONTROL SPECIFICATIONS SPECIFIED BY LICENSOR. SUPPLIER WILL COMPLY WITH ANY GUIDELINES PROVIDED BY LICENSEE OR LICENSOR WITH RESPECT TO THE LICENSED PRODUCTS. ANY PRODUCT NOT MEETING THE PRESCRIBED QUALITY STANDARDS WILL NOT BE SOLD UNDER ANY OF THE PROPERTY RIGHTS.

5. SUPPLIER WILL NOT SUBCONTRACT ANY ORDER OR PART THEREOF PLACED BY LICENSEE WITHOUT LICENSEE'S EXPRESS WRITTEN CONSENT.

6. UPON NOTICE TO SUPPLIER BY LICENSEE, SUPPLIER WILL PROMPTLY DELIVER OR DESTROY ALL MATERIALS IN SUPPLIER'S POSSESSION BEARING ANY OF THE PROPERTY RIGHTS.

7. WITHOUT LICENSOR'S EXPRESS WRITTEN CONSENT, SUPPLIER WILL NOT USE OR AUTHORIZE OTHERS TO USE LICENSOR'S OR ANY OF ITS AFFILIATES' NAMES OR ANY OF THE PROPERTY RIGHTS IN ADVERTISING OR PROMOTING ANY OF SUPPLIER'S ACTIVITIES, PRODUCTS OR SERVICES. NOTWITHSTANDING THE FOREGOING, SUPPLIER SHALL ENSURE THAT A

NOTICE INDICATING THAT THE PROPERTY RIGHTS ARE OWNED BY LICENSOR AND ARE USED UNDER LICENSE, AND THAT LICENSOR IS NOT A MANUFACTURER, ENDORSER, OR SELLER OF THE LICENSED PRODUCTS.

8. SUPPLIER AGREES AND CONFIRMS THAT LICENSOR HAS THE RIGHT TO ENFORCE THIS UNDERTAKING AGAINST SUPPLIER IN ANY APPROPRIATE LEGAL FORUM INDEPENDENTLY OF LICENSEE.

9. SUPPLIER'S AGREEMENT WITH LICENSEE SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF DELAWARE, U.S.A. AS APPLIED TO INSTRUMENTS EXECUTED AND PERFORMED IN DELAWARE.

Exhibit D

ASSET PURCHASE AGREEMENT
BY AND AMONG
HUNTSMAN HOLDINGS, LLC
AS BUYER,
REMINGTON OUTDOOR COMPANY, INC.
AND EACH OF THE OTHER SELLERS SET FORTH ON THE SIGNATURE PAGES
HERETO,
EFFECTIVE AS OF SEPTEMBER 26, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS	6
Section 1.1 Transfer of Acquired Assets	6
Section 1.2 Excluded Assets	7
Section 1.3 Assumption of Liabilities.....	10
Section 1.4 Retention of Liabilities	10
Section 1.5 Assumed License Agreements.....	12
Section 1.6 Non-Assignment of Acquired Assets.....	13
Section 1.7 Further Conveyances and Assumptions.....	13
Section 1.8 Conflicts with Other Bidders	14
ARTICLE 2. CONSIDERATION	14
Section 2.1 Consideration	14
Section 2.2 Good Faith Deposit.....	14
ARTICLE 3. CLOSING AND DELIVERIES.....	15
Section 3.1 Closing	15
Section 3.2 Sellers' Deliveries.....	15
Section 3.3 Buyer's Deliveries	16
ARTICLE 4. REPRESENTATIONS AND WARRANTIES.....	17
Section 4.1 Representations and Warranties of Sellers	17
Section 4.2 Representations and Warranties of Buyer.....	18
Section 4.3 Warranties Exclusive; Schedules.....	20
Section 4.4 Survival of Representations and Warranties.....	20
ARTICLE 5. COVENANTS OF THE PARTIES	21
Section 5.1 Covenants of Sellers	21
Section 5.2 Covenants of Buyer.....	22
ARTICLE 6. ADDITIONAL AGREEMENTS	23
Section 6.1 Bankruptcy Matters.....	23
Section 6.2 Transitional Arrangements.....	24
Section 6.3 Further Assurances.....	24
ARTICLE 7. TAXES.....	24
Section 7.1 Taxes Related to Purchase of Assets	24
Section 7.2 Cooperation on Tax Matters	25
Section 7.3 Allocation of Purchase Price.....	25
ARTICLE 8. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES	26
Section 8.1 Conditions Precedent to Performance by Sellers.....	26
Section 8.2 Conditions Precedent to Performance by Buyer.....	26
ARTICLE 9. TERMINATION.....	27
Section 9.1 Conditions of Termination.....	27
Section 9.2 Effect of Termination; Remedies.....	28

TABLE OF CONTENTS

(continued)

	Page
ARTICLE 10. MISCELLANEOUS	29
Section 10.1 Successors and Assigns.....	29
Section 10.2 Governing Law; Jurisdiction.....	29
Section 10.3 WAIVER OF JURY TRIAL.....	30
Section 10.4 Expenses	30
Section 10.5 Broker’s and Finder’s Fees	30
Section 10.6 Severability	30
Section 10.7 Notices	31
Section 10.8 Amendments; Waivers.....	31
Section 10.9 Time of Essence.....	32
Section 10.10 Public Announcements	32
Section 10.11 Entire Agreement	32
Section 10.12 Parties in Interest.....	32
Section 10.13 Bulk Sales Laws.....	32
Section 10.14 Construction.....	32
Section 10.15 Counterparts and Facsimile.....	33
ARTICLE 11. DEFINITIONS.....	33
Section 11.1 Certain Terms Defined.....	33
Section 11.2 All Terms Cross-Referenced.....	40

SCHEDULES

- Section 1.1(b) - Owned Trademarks
- Section 1.1(c) - Owned Intellectual Property
- Section 1.5(a) - Executory Contracts
- Section 1.5(b) - Estimated Cure Amount
- Section 4.1(g) - Intellectual Property
- Section 11.1(a) - Business Names / Tradenames

EXHIBIT

- Exhibit 1 - Bidding Procedures Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), effective as of September 26, 2020 (the “Effective Date”), is entered into by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to this Agreement (with ROC, each a “Seller” and, collectively, the “Sellers”) and Huntsman Holdings, LLC, a Delaware limited liability company (“Buyer”). Buyer and the Sellers are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties”.

RECITALS

A. On July 27, 2020 (the “Petition Date”), Sellers filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court” and the case arising under such petition, the “Bankruptcy Case”).

B. Pursuant to the Sellers’ Bankruptcy Case, Buyer desires to purchase from Sellers certain Trademarks and certain other Intellectual Property, in each case, related to or associated with Sellers’ Remington brand, logos, Business Names, Copyrights and Trademarks (collectively, the “Remington Brand”), described in greater detail herein as the Acquired Assets, free and clear of any and all Liens, Claims and Interests (other than Permitted Liens), except for assumption of the Assumed Liabilities, and Sellers desire to sell, convey, assign and transfer to Buyer, the Acquired Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

C. Buyer does not desire to purchase from Sellers any other assets or liabilities, which are described in greater detail herein as the Excluded Assets and Excluded Liabilities, and Sellers do not desire to sell, convey, assign or transfer any such Excluded Assets or Excluded Liabilities to Buyer.

D. Buyer, in exchange for the transfer to Buyer of the Acquired Assets, desires to provide certain consideration (as set forth below) to Sellers.

E. The Acquired Assets and Assumed Liabilities are assets and liabilities of Sellers to be sold to and assumed by Buyer pursuant to an order of the Bankruptcy Court, in form and substance acceptable to Buyer, approving such sale pursuant to Sections 105, 363 and 365 of the Bankruptcy Code (the “Sale Order”), which order will include the authorization for the assumption by Sellers and assignment to Buyer of certain executory contracts and unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with the applicable provisions of the Bankruptcy Code. The consummation of the transactions set forth in this Agreement is subject, among other things, to the entry of the Sale Order.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective

representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS.

Section 1.1 Transfer of Acquired Assets. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Sellers shall sell to Buyer, and Buyer shall acquire from Sellers, all of Sellers' right, title and interest in and to the following assets, free and clear of all Liens, Claims and Interests (other than Permitted Liens and the Assumed Liabilities) (the "Acquired Assets"):

(a) an agreement, in form and substance reasonably satisfactory to Buyer and SIG Sauer, pursuant to which Buyer will receive from SIG Sauer a license for the use of certain Remington Brand-related Trademarks, which are not Owned Trademarks, for Buyer's continued use in segments of the Business outside of the Ammunitions Business following the Closing (the "SIG Sauer License");

(b) the Trademarks set forth on Section 1.1(b) of the Disclosure Schedules (the "Owned Trademarks");

(c) all other Intellectual Property, not used primarily in the Ammunitions Business, which is set forth on Section 1.1(c) of the Disclosure Schedules, owned or purported to be owned by any Sellers or any of their respective Subsidiaries constituting or associated with the Remington Brand, primarily used or primarily held for use in the operation of the Business, and any and all corresponding rights, including in any Contracts related to the development or creation of such Intellectual Property provided herein, in respect thereof that, now or hereafter, may be secured throughout the world, including, in each case, all moral rights and goodwill associated therewith (the Intellectual Property described in this clause (c), together with the Owned Trademarks, the "Owned Intellectual Property");

(d) all licenses, sublicenses, or similar rights, permissions or franchises to use any Owned Intellectual Property, including all licenses, sublicenses, contract rights, permits or franchises with respect thereto (the "Assumed License Agreements"), and any and all corresponding rights in respect thereof that, now or hereafter, may be secured throughout the world, including, in each case, all moral rights and goodwill associated therewith (the "Licensed Intellectual Property" and, together with the Owned Intellectual Property, collectively, the "Acquired Intellectual Property");

(e) all proceeds and recoveries from policies (but not, for the avoidance of doubt, any Insurance Policies themselves) to the extent attributable to any of the Acquired Assets only to the extent in respect of period on or after the Effective Date ("Assumed Policy Rights");

(f) Claims held by Sellers that relate to the Acquired Assets and/or Assumed Liabilities;

(g) to the extent permitted by applicable Law (and other than all Books and Records of Sellers held by Sellers or their counsel related to litigation or Claims for the Excluded

Liabilities), all Books and Records that are used in, held for use in or intended to be used in, or that reasonably relate to, the Acquired Assets or the Assumed Liabilities; provided, that Buyer shall provide Sellers with reasonable access (during business hours with reasonable prior notice and without cost to Sellers) to the same following the Closing to the extent reasonably necessary to permit Sellers to wind-down and liquidate their estate after the Closing; provided, further, that Buyer shall provide any other buyer of Sellers' lines of business or assets pursuant to the auction contemplated by the Bidding Procedures Order (an "Other Buyer") with reasonable access at such Other Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the assets of Sellers purchased by such Other Buyer; and provided, further, that Sellers and each such Other Buyer shall keep such information confidential in accordance with this Agreement and all requirements of applicable Law (or in the case of any such Other Buyer, a confidentiality agreement reasonably acceptable to Buyer);

(h) all rights and title to the shares of capital stock (and any other equity interests or rights convertible into equity interests) (the "RLC Shares") of Remington Licensing Corporation, a Delaware corporation, that are owned by RA Brands, L.L.C., a Delaware limited liability company (provided, that, Buyer reserves the right, in its sole discretion to assign to a third party or classify the assets described in this subsection (h) as an Excluded Asset at any time prior to the Closing Date; provided, however, that such assignment or classification of such assets as Excluded Assets shall not result in a reduction to the Purchase Price contained herein);

(i) all goodwill and other intangible assets associated with the Acquired Intellectual Property;

(j) all contents of the Ilion, NY Remington Arms Museum including all artwork and firearms of every nature which are owned by Sellers, including but not limited to all antique, collectible, and historic firearms owned by Sellers whether located at the Ilion, NY Remington Arms Museum or at any other location or on loan or display elsewhere or located at any other location including firearms on loan to Bass Pro Outdoor World, LLC, Buffalo Bill Center of the West, and elsewhere; and

(k) all antiques, collectibles, and historic firearms, including all artwork or firearms of every nature, owned by Sellers whether or not considered part of the Ilion, NY Remington Arms Museum or at any other location or on loan or display elsewhere or located at any other location including firearms on loan to Bass Pro Outdoor World, LLC, Buffalo Bill Center of the West, and elsewhere.

Section 1.2 Excluded Assets. Notwithstanding any provision to the contrary in Section 1.1, the Acquired Assets shall not include the following properties, Contracts, Leases, and other assets, interests and rights of Sellers (all such items not being acquired by Buyer being referred to in this Agreement as the "Excluded Assets");

(a) the Marlin brand, and all Intellectual Property (i) owned or used by Sellers in connection with the ownership, operation and/or management of the Business, other than the Acquired Intellectual Property, however used or held for use in the operation of the Business (including, for example, Trademarks related solely to a Non-Core Brand) and (ii) licensed to

Sellers in connection with the ownership, operation and/or management of the Business, other than the Acquired Intellectual Property, however used or held for use in the operation of the Business, including, in each case, all moral rights and goodwill associated therewith;

- (b) all Owned Real Property;
- (c) all Leases and all Leasehold Improvements of Sellers located on Leased Real Property;
- (d) all Contracts of the Business, except to the extent an Assumed License Agreement or if the transfer of a Contract would otherwise be required to transfer the Acquired Assets;
- (e) all of Sellers' owned or leased equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and any other tangible personal property and any rights to any warranties and licenses received from manufacturers and sellers related thereto;
- (f) all of Sellers' leased or owned cars, trucks and other motor vehicles and all rights to the warranties and licenses received from manufacturers and sellers related thereto;
- (g) all right, title and interest in and to all inventory, raw materials, works in process, parts (including spare and replacement parts), subassemblies, supplies and finished goods;
- (h) all servers, computers, hardware, networks, data communication lines, routers, hubs, switches and all other information technology equipment, and all associated documentation owned, leased, or used (or held for use) by Sellers;
- (i) all trade and non-trade accounts receivable, notes receivable and negotiable instruments of Sellers;
- (j) all sales orders or other commitments of Sellers to purchasers of goods, services or products produced, marketed or sold by the Business;
- (k) all outstanding purchase orders or other commitments of Sellers to suppliers of goods and services for materials, supplies or other items;
- (l) all Employee Liabilities;
- (m) all Employee Benefit Plans, together with all funding arrangements relating thereto (including, but not limited to, all assets, trusts, insurance policies and administration service contracts related thereto);
- (n) that certain Remington Arms Company, LLC Pension and Retirement Plan, (f/k/a Remington Arms Company, Inc. Pension and Retirement Plan, as amended from time to time the "Pension Plan");
- (o) subject to Section 1.6, any asset that requires the consent of a third party to be transferred, assumed or assigned hereunder as to which, by the Closing Date (and after giving

effect to the entry of the Sale Order and any other Final Order of the Bankruptcy Court eliminating any contractual right of third parties to withhold such consent), such consent to transfer, assumption or assignment has not been effected or excused (for clarity, all liabilities associated with each such asset are excluded from Assumed Liabilities pursuant to Section 1.4(a));

(p) all cash and cash equivalents held by Sellers, including all petty cash, register cash, undeposited checks, cash in transit and marketable securities, in each case as of immediately prior to the Closing (and including without limitation (i) the Good Faith Deposit, (ii) the Net Closing Cash Payment, (iii) any fee reserves or escrows established by Sellers, and (iv) any cash in the Dominion Account (as defined in the Priority Term Loan)), in each case other than to the extent constituting an Acquired Asset;

(q) all rights of every nature and description (other than Assumed Policy Rights) under or arising out of all insurance policies of Seller (the “Insurance Policies”), including without limitation (i) with respect to Claims arising prior to the Effective Date (ii) to the extent of coverage of any Excluded Liabilities, (iii) under those Insurance Policies covering any tort liabilities that are not Assumed Liabilities, (iv) under the D&O Insurance, and (v) under those Insurance Policies covering liabilities and Claims against Seller and its affiliates relating to the Excluded Employee Liabilities;

(r) all rights to or claims for refunds, overpayments or rebates of Pre-Closing Taxes, including any refunds, overpayments or rebates of Pre-Closing Taxes for any Straddle Period, other than, in any of the foregoing cases, any such refunds, overpayments or rebates that are attributable to Taxes actually paid by Buyer;

(s) except for the RLC Shares, all shares of capital stock (and any other equity interests or rights convertible into equity interests) issued by any Seller;

(t) all Books and Records (i) which Sellers are required by Law to retain and all Tax Returns, financial statements and corporate or other entity filings; provided that Sellers shall provide Buyer with access to the same following the Closing to the extent relating to the Acquired Assets and when requested by Buyer (at no cost to Buyer); (ii) exclusively relating to any Excluded Asset or Excluded Liability; and (iii) held by Sellers or Sellers’ counsel relating to any litigation against any Seller or the Employee Liabilities;

(u) any rights of Sellers under this Agreement or any Ancillary Agreement to which a Seller is a party, including, without limitation, any rights relating to the Purchase Price;

(v) all rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses related to any Excluded Liability;

(w) all claims and remedies of Sellers under Sections 510 and 542 through 553 of the Bankruptcy Code or under similar state laws including, without limitation, fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code (each, an “Avoidance Action”); and

(x) Claims held by Sellers against any party that are covered by, relate to or are based upon any Insurance Policies (including the D&O Insurance).

Section 1.3 Assumption of Liabilities. At the Closing, Buyer shall assume, and Buyer agrees to thereafter pay, perform and discharge when due, and indemnify, defend and hold harmless Sellers, their Affiliates and all of their respective Related Persons from and against, (a) all liabilities arising out of ownership of the Acquired Assets by Buyer after the Closing to the extent such liabilities arise solely out of any matter, occurrence, action, omission or circumstance that first occurred or existed after the Closing and (b) all pre-petition cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code solely in connection with the assumption and assignment of the Assumed License Agreements including the cost of obtaining consents in respect thereof (the “Cure Amount”).

Section 1.4 Retention of Liabilities. Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain liabilities and obligations of Sellers (all such liabilities and obligations not being assumed being herein referred to as the “Excluded Liabilities”). Sellers and their Affiliates shall pay, perform and discharge when due each of the Excluded Liabilities, and indemnify, defend and hold harmless Buyer, its Affiliates and all of its Related Persons from and against, any and all liabilities, Claims and obligations arising out of or relating to the ownership, operation or management of the Excluded Assets and the Excluded Liabilities. The Excluded Liabilities include, without limitation, the following:

(a) all liabilities and obligations arising out of, relating to or otherwise in respect of the Acquired Assets arising prior to the Closing;

(b) all liabilities and obligations under or relating to or otherwise arising, whether before, on or after Closing, out of, or in connection with, any of the Excluded Assets;

(c) all liabilities and obligations under that certain Collective Bargaining Agreement between Remington Arms Company, LLC and International Union, United Mine Workers of America (2016-2022) (the “UMWA”), as amended or otherwise modified from time to time;

(d) all liabilities and obligations under the Pension Plan;

(e) all liabilities and obligations relating to any withdrawal from a “multiemployer plan”, as defined in Section 3(37) of ERISA;

(f) all liabilities and obligations related to the Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses, to the extent applicable, for any action resulting from Employees’ separation of employment prior to or on the Closing Date;

(g) all liabilities arising under (i) that certain Project Development Agreement dated as of February 27, 2014, by and among the City of Huntsville, Alabama, Madison County, Alabama, The Industrial Development Board of the City of Huntsville, and Sellers, as amended or

otherwise modified from time to time, (ii) that certain note issued by Sellers to the City of Huntsville on February 27, 2014 in the original principal amount of \$12,500,000 and (iii) that certain Mortgage and Security Agreement dated as of February 27, 2014, by Sellers in favor of the City of Huntsville;

(h) all liabilities under that certain Project Agreement dated as of February 17, 2014, by and between the State of Alabama and ROC, as amended or otherwise modified from time to time;

(i) all liabilities and obligations of Sellers under or relating to the DIP Facility, Priority Term Loan, the FILO Facility, the Exit Term Loan, the Intercompany Note or any other indebtedness (including all intercompany indebtedness among the Sellers and all guarantees of third party obligations and reimbursement obligations to guarantors of Sellers' obligations or under letters of credit), except to the extent expressly included as an Assumed Liability;

(j) all liabilities and obligations with respect to employment or other provision of services, compensation, severance, benefits or payments of any nature owed to any current or former employee, officer, director, member, partner or independent contractor of any Seller (or any beneficiary or dependent of any such individual), whether or not employed by Buyer or any of its Affiliates after the Closing, that (i) arises out of or relates to the employment, service provider or other relationship between any Seller and any such individual, including but not limited to the termination of such relationship; (ii) arises out of or relates to any Employee Benefit Plan; or (iii) arises out of or relates to events or conditions occurring on or before the Closing Date;

(k) all liabilities and obligations for Pre-Closing Taxes;

(l) all liabilities and obligations in respect of drafts or checks outstanding at the Closing;

(m) all liabilities and obligations under any futures contracts, options on futures, swap agreements or forward sale agreements;

(n) all liabilities and obligations arising out of or relating to any business, asset or property formerly owned or operated by Sellers, any Affiliate or predecessor thereof, but not presently owned and operated by Sellers;

(o) all liabilities and obligations of Sellers arising under or incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements to which any Seller is a party and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(p) all liabilities and obligations of, and Claims against, Sellers arising from and in connection with grants of restricted common unit/share awards and stock options by Sellers; and

(q) any liabilities and obligations of Sellers under this Agreement, or under any Ancillary Agreement to which a Seller is a party.

Section 1.5 Assumed License Agreements.

(a) Section 1.5(a) of the Disclosure Schedules sets forth a list of all executory Contracts to which, to Sellers' Knowledge, one or more Seller is party and which are to be included in the Assumed License Agreements. From and after the Effective Date until two (2) Business Days prior to Closing, subject to the limitations set forth in Section 1.5(e), Sellers shall make such deletions to Section 1.5(a) of the Disclosure Schedules as Buyer shall, in its sole discretion, request in writing. Any such deleted Contract shall be deemed to no longer be an Assumed License Agreement. From and after the Effective Date until two (2) Business Days prior to Closing, Sellers shall make such additions to Section 1.5(a) of the Disclosure Schedules as Buyer shall reasonably request in writing. All Contracts of Sellers that are not listed on Section 1.5(a) of the Disclosure Schedules shall not be considered an Acquired Asset and shall instead be deemed "Rejected Contracts."

(b) Buyer may request certain modifications and amendments to any Contract as a condition to such Contract becoming an Assumed License Agreement, and Sellers shall use their commercially reasonable efforts to obtain such modifications or amendments. If Sellers are unable to obtain such modifications or amendments, Buyer may, in its sole discretion, subject to the limitations set forth in Section 1.5(e), designate the Contract as a Rejected Contract. At such time as is specified in the Sale Order, pursuant to Section 365 of the Bankruptcy Code, Sellers shall take all actions required to assume and assign to Buyer (other than payment of Cure Amounts, which Cure Amounts shall be Assumed Liabilities) and Buyer shall assume from Sellers, the Assumed License Agreement. The Cure Amount shall be paid by Buyer, in each case as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order and this Agreement. Section 1.5(b) of the Disclosure Schedules contains Sellers' good faith estimate of the Cure Amount as of the Closing Date. Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, if at the time of the Closing there is a pending dispute over the Cure Amount associated with any Assumed License Agreement, Buyer may, in its sole discretion and at any time whether before or after the Closing, deem any such Contract subject to the dispute a Rejected Contracts and, will not be responsible for any costs associated with the applicable Rejected Contract.

(c) As of the date hereof, Sellers have timely served the motion seeking entry of the Sale Order to all parties to Contracts. Subject to Section 1.6 and the performance of Buyer's obligations in Section 5.2, Sellers shall use commercially reasonable efforts to cause the Assumed License Agreement to be assumed by Sellers and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code, and Sellers shall comply with all requirements under Section 365 of the Bankruptcy Code necessary to assign and delegate to Buyer all of Sellers' rights and obligations under the Assumed License Agreement.

(d) Notwithstanding any provision in this Agreement to the contrary, if for any reason Buyer fails to pay the Cure Amount in respect of any Assumed License Agreement when due and payable pursuant to this Agreement, the Sale Order or any other Order of the Bankruptcy Court, (i) Sellers shall be under no obligation whatsoever to pay or otherwise satisfy such Cure Amount or any other liability or obligation under such Assumed License Agreement, (ii) Buyer shall indemnify and hold harmless Sellers in respect of such Cure Amount, liability or obligation as well as any expenses (including legal fees and expenses) reasonably incurred by Sellers in

defending any claim for payment of the Cure Amount or any other liability or obligation arising under such Contract asserted by the counterparty thereto and (iii) Sellers may reject, and nothing in this Agreement shall prohibit Sellers from rejecting, such Contract.

(e) Notwithstanding any provision in this Agreement to the contrary, at any time prior to the date of a final hearing to approve the sale of the Acquired Assets, Buyer may designate in writing to Seller any Contract or Lease as an Excluded Liability, only if the rejection of such Contract or Lease would not give rise to a Claim in favor of the counterparty thereto having administrative priority or any other priority senior to a general unsecured Claim against the bankruptcy estate of Sellers (the “Qualifying Excluded Contracts and Leases”); provided, that, for the avoidance of doubt, a Contract or Lease shall be considered a Qualifying Excluded Contract and Lease, and Buyer may reject such a Contract or Lease, if Buyer agrees to pay the entire amount of such Claim giving rise to an administrative priority or other priority senior to a general unsecured Claim against the bankruptcy estate of Sellers. Sellers may reject, and nothing in this Agreement shall prohibit Seller from rejecting, the Qualifying Excluded Contracts and Leases.

Section 1.6 Non-Assignment of Acquired Assets. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer, and shall not effect the assignment or transfer of any Acquired Asset, if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Sellers (each such action, a “Necessary Consent”), would constitute a breach thereof (after giving effect to any elimination of such approval, authorization or consent requirement by operation of the Sale Order) or in any way adversely affect the rights or obligations of Buyer thereunder and such Necessary Consent is not obtained and (b) the Bankruptcy Court shall not have entered an Order providing that such Necessary Consent is not required because the transfer thereof shall be deemed by the Bankruptcy Court to be (x) effective and (y) not a breach thereof, notwithstanding the failure to obtain such Necessary Consent. In such event, the Parties will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that Sellers shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested (other than the applicable Cure Amount) or to initiate any litigation or legal proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if such Acquired Asset or an attempted assignment thereof would otherwise be ineffective or would adversely affect the rights of Sellers thereunder so that Buyer would not in fact receive all such rights, the Parties will cooperate in a mutually agreeable arrangement, to the extent feasible and at no out-of-pocket expense to Sellers or Buyer, under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Sellers would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming Sellers’ obligations (to the extent otherwise constituting Assumed Liabilities hereunder), any and all rights of Sellers thereunder.

Section 1.7 Further Conveyances and Assumptions. At the Closing, and from time to time thereafter, the Parties shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further actions, as may be reasonably necessary or appropriate

to sell, transfer, convey, assign and deliver fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Sellers and their successors and permitted assigns, the assumption of the liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective or evidence the transactions contemplated by this Agreement.

Section 1.8 Conflicts with Other Bidders. In the event of any conflict between this Agreement and any other bidder or bidders for Sellers' assets relating to the Acquired Assets or the Assumed Liabilities as defined herein or in the applicable asset purchase agreement or agreements by and between Sellers and such other bidder or bidders (an "Other APA"), Buyer shall cooperate in good faith with any such other bidder or bidders, whether before or after the Closing Date, to ensure that all assets or liabilities are appropriately apportioned between Buyer and such bidder or bidders in order to reflect the intent of Buyer and any such other bidder or bidders under this Agreement and each applicable Other APA.

ARTICLE 2. CONSIDERATION

Section 2.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets (the "Purchase Price") shall be:

(a) Thirty Five Million United States Dollars (US \$35,000,000) (such amount, the "Gross Closing Cash Payment"), to be adjusted pursuant to Section 2.2(b), and paid and delivered in accordance with Section 3.3(a), which shall be allocated as follows:

(i) (A) Ten Million Five Hundred Thousand United States Dollars (US \$10,500,000), if there is a "going concern" buyer, as shall be determined by Sellers in their sole discretion, of the Sellers' Ilion, New York facility that assumes the CBA (the "Going Concern Buyer"), in order for such Going Concern Buyer to fund modernization costs of the Ilion, New York facility; or (B) Fifteen Million United States Dollars (US \$15,000,000) in the event there is no Going Concern Buyer, as shall be determined by Seller in its sole discretion, of the Sellers' Ilion, New York facility, eligible employees of Sellers under the CBA, for the payment of all severance obligations and termination benefits and the employer portion of payroll taxes in respect of such severance obligations and termination benefits (the applicable amount escrowed pursuant to clause (A) or (B), the "Escrowed Amount"); provided, that, if the applicable Escrowed Amount is not used in full by the Going Concern Buyer or by Sellers in satisfaction of all severance-related benefits for employees of Sellers under the CBA, as applicable, such remaining Escrowed Amount shall be released to Sellers as amount payable to the estate;

(ii) the remaining portion of the Gross Closing Cash Payment, allocated to Sellers; and

(b) assumption of the Assumed Liabilities (including, without limitation, payment of the Cure Amount).

Section 2.2 Good Faith Deposit.

(a) On or prior to the execution and delivery of this Agreement by Buyer, Buyer shall pay to Sellers the amount of Three Million Five Hundred Thousand United States Dollars (US \$3,500,000) by wire transfer of immediately available funds (the “Good Faith Deposit”). The Good Faith Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of either of Sellers or Buyer and shall be deposited in a segregated deposit account of Sellers and held in trust to be administered solely in accordance with the terms of this Agreement and the Bidding Procedures Order attached hereto as Exhibit 1 (the “Bidding Procedures”). Upon the Closing, the Good Faith Deposit shall be an Excluded Asset and shall not be subject to any restrictions under this Agreement.

(b) If the Closing occurs, the Gross Closing Cash Payment shall be reduced by the amount of the Good Faith Deposit (such resulting amount, the “Net Closing Cash Payment”), to be paid and delivered in accordance with Section 3.3(a).

(c) If this Agreement is terminated pursuant to Section 9.1, the Good Faith Deposit shall be repaid to Buyer or retained by Sellers in the amounts and at the times set forth in Section 9.2 hereof.

ARTICLE 3. CLOSING AND DELIVERIES

Section 3.1 Closing. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place remotely by the electronic exchange of documents and signatures, or such other place as may be agreed upon, at 7:00 a.m., local Pacific Time, on the third (3rd) Business Day following the satisfaction or, to the extent permitted by this Agreement, waiver of each of the conditions set forth in Article 8 of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction, or waiver to the extent permitted by this Agreement, of such conditions), or such other date as may be agreed to by the Parties, which date shall not be earlier than the first day following the entry of the Sale Order by the Bankruptcy Court (the “Closing Date”).

Section 3.2 Sellers’ Deliveries. At the Closing, Sellers shall deliver or cause to be delivered to Buyer:

(a) all of the Acquired Assets, together with one or more duly executed bills of sale, endorsed certificates of title and other evidence of transfer and instruments of conveyance appropriate for the applicable Acquired Assets, each as reasonably requested by Buyer and otherwise in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller;

(b) one or more duly executed assignment and assumption agreements for the Assumed License Agreements, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer (each, an “Assignment and Assumption Agreement”);

(c) one or more duly executed assignments of (i) the trademark and patent registrations and applications included in the Acquired Intellectual Property registered in the name of Sellers, in a form suitable for recording in the U.S. Patent and Trademark Office (and equivalent offices in jurisdictions outside the United States), (ii) the Internet domain name registrations and

applications included in the Acquired Intellectual Property registered in the name of Sellers, in a form suitable for filing with all applicable domain name registries, and (iii) general assignments of all other Acquired Intellectual Property, in each case in form and substance customary for transactions of this nature and reasonably acceptable to Buyer, any additional documents required to effectuate the assignment (each, an “Acquired Intellectual Property Assignment”);

(d) the officer’s certificate required to be delivered pursuant to Section 8.2(a) and Section 8.2(b);

(e) a duly executed Asset Purchase Agreement entered into by and between Seller and by SIG Sauer Inc. (“SIG Sauer” and such Asset Purchase Agreement, the “SIG Sauer APA”) in connection with the auction held under the Bidding Procedures Order; and

(f) one or more affidavits executed by Sellers, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that each Seller is not a foreign person within the meaning of Section 1445(f)(3) and Section 1446 of the Code.

Section 3.3 Buyer’s Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Sellers:

(a) cash in an amount equal to the Net Closing Cash Payment, by wire transfer of immediately available funds to the U.S. bank account or accounts of Sellers identified by Sellers in writing reasonably in advance of the Closing;

(b) one or more duly executed Assignment and Assumption Agreements;

(c) one or more duly executed Acquired Intellectual Property Assignments;

(d) the officer’s certificate required to be delivered pursuant to Section 8.1(a) and Section 8.1(b);

(e) the SIG Sauer License;

(f) if applicable, one or more agreements, in form and substance reasonably satisfactory to Buyer and the Going Concern Buyer, pursuant to which, among other things, Buyer will grant Going Concern Buyer a license for the use of certain Remington Brand-related Trademarks for Going Concern Buyer to manufacture firearms and firearms products to Buyer and other customers, retailers and sellers in the Firearms Business following the Closing, which license will terminate upon the earliest to occur of Going Concern Buyer’s failure to (i) continue the manufacture of Remington firearms at the Ilion, New York facility, (ii) employ an agreed upon number of UMWA employees and (iii) meet minimum financial covenants (the “Going Concern Buyer License”); and

(g) such other documents, instruments and certificates as Sellers may reasonably request to transfer, assign and delegate the Assumed Liabilities to Buyer in accordance with terms and conditions hereof.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Sellers. Each Seller represents and warrants to Buyer as follows:

(a) Corporate Organization. Each Seller is duly formed or incorporated and validly existing and in good standing under the laws of its respective state of incorporation or formation. Subject to any necessary authority from the Bankruptcy Court, each Seller has the requisite corporate or limited liability company power and authority to use, own and operate the Acquired Assets and to carry out its obligations under this Agreement. Each Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character its business or the nature of its properties makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Authorization and Validity. Each Seller has the corporate or limited liability company power and authority necessary to enter into this Agreement and each Ancillary Agreement and, subject to the Bankruptcy Court's entry of the Sale Order, to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or limited liability company action by the boards of directors or managers of each Seller, and no other corporate or limited liability company proceedings are necessary for the performance by each Seller of its obligations under this Agreement or the consummation by such Seller of the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by each Seller and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Buyer, is a valid and binding obligation of each Seller enforceable against such Seller in accordance with its terms.

(c) No Conflict or Violation. Neither the execution and delivery by any Seller of this Agreement or any of the Ancillary Agreements to which any Seller is a party, nor (subject to the Bankruptcy Court's entry of the Sale Order), the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements, nor compliance by such Seller with any of the provisions hereof or thereof, will (x) conflict with or result in any material breach of any provision of the respective certificates of incorporation or formation of such Seller or the by-laws or operating agreements of such Seller, or (y) materially violate any provision of law, regulation, rule or other legal requirement of any Governmental Authority ("Law") or any order, judgment or decree of any court or Governmental Authority ("Order") applicable to such Seller, any of such Seller's Affiliates or any of their respective properties or assets.

(d) Title and Ownership. Sellers have good and valid title to, or right by license, lease or other agreement to use, the Acquired Assets. Subject to the entry of the Sale Order, at the Closing, Sellers will have the right to transfer, and Buyer will acquire good and marketable title to, in and under, the Acquired Assets to Buyer free and clear of all Liens, other than Liens included in the Assumed Liabilities and Permitted Liens.

(e) Compliance with Law. (i) Sellers have operated the Business in material compliance with all applicable Laws, and (ii) except as may result from the Bankruptcy Case,

Sellers have not received written notice of any violation of any applicable Laws, nor are Sellers in default with respect to any Order applicable to the Acquired Assets.

(f) License Agreements. As of the Effective Date, other than as set forth on Section 4.1(f) of the Disclosure Schedules or in motions or other pleadings or similar items filed with the Bankruptcy Court, no Seller nor, to such Seller's Knowledge, any other party to any of the Assumed License Agreements has commenced any action against any of the parties to such Assumed License Agreements or given or received any written notice of any material default or violation under any Assumed License Agreement that was not withdrawn or dismissed, except only for those defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Assumed License Agreements). Assuming due authorization, execution, delivery and performance by the other parties thereto, each of the Assumed License Agreements is, and will be at the Closing, valid, binding and in full force and effect against each Seller, except as otherwise set forth on Section 4.1(f) of the Disclosure Schedules.

(g) Intellectual Property. Section 4.1(g) of the Disclosure Schedules sets forth an accurate and complete list of all Acquired Intellectual Property. The Sellers are the sole and exclusive owners of the Owned Intellectual Property free and clear of all Liens pursuant to the Sale Order. Except as limited by section 365(c)(1)(A) of the Bankruptcy Code, Sellers own all right, title and interest to, or are valid licensees with respect to, the Acquired Intellectual Property, and, at Closing, will convey the Acquired Intellectual Property to Buyer free and clear of Liens pursuant to the Sale Order. To the Sellers' Knowledge, (i) no Person is engaging in any activity that infringes, dilutes, misappropriates or violates any Acquired Intellectual Property and (ii) no claim has been asserted to any Seller that the use of any Acquired Intellectual Property or the operation of the Business infringes, dilutes, misappropriates or violates the Intellectual Property of any third party

Section 4.2 Representations and Warranties of Buyer. Buyer represents and warrants to each Seller as follows:

(a) Corporate Organization. Buyer is an entity duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation. Buyer has the requisite power and authority to own its properties and assets and to conduct its business as now conducted and to carry out its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(b) Qualification to do Business. Buyer is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of its business or the nature of its properties makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement or the Ancillary Agreements to which Buyer is a party.

(c) Authorization and Validity. Buyer has the requisite corporate power and authority necessary to enter into this Agreement and each of the Ancillary Agreements to which Buyer is a party, and to carry out its obligations hereunder and thereunder. The execution and

delivery of this Agreement and those Ancillary Agreements to which Buyer is a party have been duly authorized by all necessary corporate action by the board of directors (or equivalent), and no other corporate proceedings are necessary for the performance by Buyer of its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party, or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement and each of the Ancillary Agreements to which Buyer is a party have been duly and validly executed and delivered by it and are valid and binding obligations of Buyer enforceable against it in accordance with their respective terms.

(d) No Conflict or Violation. Neither the execution and delivery by Buyer of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor the consummation of the transactions contemplated hereby or thereby, nor compliance by Buyer with any of the provisions hereof or thereof, will (i) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws (or equivalent documents) of Buyer, (ii) violate any provision of Law, or any Order applicable to Buyer or any of its properties or assets, or (iii) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any contract, indenture, note, bond, lease, license or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party do not and will not require the consent or approval of, or filing with, any Governmental Authority or any other Person, other than (i) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (ii) for entry of the Sale Order by the Bankruptcy Court; or (iii) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Adequate Assurances Regarding Assumed License Agreements. Buyer is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed License Agreements.

(g) Financial Capability. Buyer currently has or at Closing will have available funds necessary to consummate the transactions contemplated by this Agreement, including the acquisition of the Acquired Assets and assumption of the Assumed Liabilities, and the payment therefor to Sellers of the Purchase Price (including the Cure Amount), and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer is a party on the terms and subject to the conditions contemplated hereby and thereby.

(h) Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Acquired Assets and the Assumed Liabilities, operations, technology, assets, liabilities, financial condition and prospects of the Business as carried on by Sellers and acknowledges that Sellers have provided Buyer with reasonable access to the personnel, properties, premises and records for this purpose. Buyer has conducted its own independent

review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Bankruptcy Case. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis and the representations, warranties and covenants of Sellers contained herein and in the Ancillary Agreements, and Buyer (i) acknowledges that none of Sellers or their Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Section 4.1 and Section 10.5 (which are subject to the limitations and restrictions contained in this Agreement); and (ii) agrees, to the fullest extent permitted by Law, that none of Sellers, their Affiliates or any of their respective Related Persons shall have any liability or responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including, without limitation, in contract or tort, under federal or state securities Laws or otherwise, but excluding misrepresentation or concealment arising from actual fraud of Sellers) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including, without limitation, in respect of the specific representations and warranties of Sellers set forth in this Agreement, except, with regard to Sellers, for the representations and warranties contained in Section 4.1 and Section 10.5 and, with respect to such representations and warranties, subject to the limitations and restrictions contained in this Agreement.

Section 4.3 Warranties Exclusive; Schedules.

(a) The representations and warranties contained in Article 4 and Section 10.5 are the only representations or warranties given by the parties to this Agreement and all other express or implied warranties are disclaimed. Without limiting the foregoing, the Acquired Assets are otherwise conveyed “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and all warranties of merchantability or fitness for a particular purpose are disclaimed. WITHOUT LIMITING THE FOREGOING, SELLERS AND THEIR RESPECTIVE AFFILIATES AND RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (A) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (B) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES, OR (C) THE CONDITION OF THE ACQUIRED ASSETS INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ANY ENVIRONMENTAL LAWS.

(b) The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgement that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

Section 4.4 Survival of Representations and Warranties. None of the representations or warranties of Sellers set forth in this Agreement or in any certificate delivered pursuant to Section 8.2(a) and Section 8.2(b) shall survive the Closing (and, for the avoidance of doubt, all covenants set forth in this Agreement and each Ancillary Agreement shall survive in accordance with their respective terms).

ARTICLE 5. COVENANTS OF THE PARTIES

Section 5.1 Covenants of Sellers. Each Seller covenants as follows:

(a) Commercially Reasonable Efforts. Between the Effective Date and the Closing Date, Seller shall use commercially reasonable efforts to, and, as applicable, cause its Affiliates and Related Persons to, (i) obtain all Necessary Consents, waivers, authorizations and approvals of all Governmental Authorities, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement and the Ancillary Agreements to which Seller is a party; (ii) take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements; and (iii) maintain and preserve the Acquired Assets substantially in accordance with Sellers' current practices and procedures.

(b) Access to Properties and Books and Records; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access during normal business hours throughout the period from the Effective Date until the Closing Date (or the earlier termination of this Agreement pursuant to Article 9) to all Books and Records of Seller relating to the Acquired Assets and the Assumed Liabilities. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access during normal business hours, to all Acquired Assets, and to Sellers' executive officers, accountants, counsel, Employees and other representatives, throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 9). The rights of access contained in this Section 5.1(b) are granted subject to, and on, the following terms and conditions: (i) any such investigation shall not include physical testing or sampling and will be conducted in a reasonable manner; (ii) all information provided to Buyer or its agents or representatives by or on behalf of Sellers or their agents or representatives (whether pursuant to this Section 5.1(b) or otherwise) will be governed and protected by the Confidentiality Agreement, dated as of July 29, 2020 by and between Out O' Site, LLC and ROC (the "Confidentiality Agreement"); and (iii) such rights of access shall not affect or modify the conditions set forth in Article 8 in any way.

(c) Operation of the Business. Except (i) as otherwise contemplated or permitted by this Agreement or the Ancillary Agreements, (ii) with the prior consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or (iii) in connection with any Order relating to the Bankruptcy Case, between the Effective Date and the Closing Date, Sellers shall, and, as applicable, cause their Affiliates and Related Persons to, (A) use commercially reasonable efforts to safeguard and maintain the Acquired Assets in their condition as of the Effective Date (except for ordinary wear and tear) and prevent any destruction thereof or material damage thereto between the Effective Date and the Closing Date and (B) notify Buyer of any notices relating to or proposed changes affecting Sellers' Assumed Policy Rights covering any of the Acquired Assets. Notwithstanding the foregoing, nothing in this Agreement shall restrict Seller from rejecting any (x) Contract or Lease that is not an Assumed License Agreement or (y) Qualifying Excluded Contracts and Leases.

(d) Discontinuation of Remington Brand by Non-Core Brand Buyer. Sellers agree that for any of Non-Core Brand that Sellers assign, sell or convey to a third party on or after

the Effective Date, Sellers will require the buyer of any such Non-Core Brand to discontinue all use of any Remington Brand Trademarks, whether registered or common-law, on any product, marketing materials, promotional items, websites, manufacturing facilities, service offerings, trade name, trademarks, and all other business-related materials that include, incorporate, reference or use the Trademark within ninety (90) days of the date of the executed purchase agreement for such Non-Core Brand. Sellers acknowledge and agree that Buyer will be an express third-party beneficiary of the covenant imposed on the buyer of the Non-Core Brand in any sale, assignment or transfer agreement executed by any Seller and such buyer.

Section 5.2 Covenants of Buyer. Buyer covenants as follows:

(a) Commercially Reasonable Efforts. Buyer shall use all commercially reasonable efforts to (i) obtain all consents and approvals of all Governmental Authorities, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Adequate Assurances Regarding Assumed License Agreements. With respect to each Assumed License Agreement, Buyer shall provide adequate assurance of the future performance of such Assumed License Agreement by Buyer; provided that, for clarity the failure to provide adequate assurance shall not be a breach of this Section 5.2(b) if Buyer has undertaken reasonable efforts to provide such assurance. Buyer agrees that it will promptly take all actions as are reasonably requested by Sellers to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including, without limitation, furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer's employees and representatives available to testify before the Bankruptcy Court.

(c) Cure of Defaults. Buyer shall, without any adjustment to the Purchase Price, as of the Closing or, in respect of any Assumed License Agreement for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing, then immediately following the entry of such Order, cure any and all defaults under the Assumed License Agreement, including paying the applicable Cure Amount, which defaults are required to be cured under the Bankruptcy Code, so that such Assumed License Agreement may be assumed by Sellers and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(d) Released Claims. Effective as of the Closing Date, Buyer, on behalf of itself and its Affiliates and each of their respective employees, directors, officers, shareholders, and advisors, hereby covenants and agrees that it shall not (i) assert any Claims that constitute Acquired Assets to the extent such Claims have been released by or on behalf of Sellers or any other Person pursuant to the Plan, an Order of the Bankruptcy Court, or otherwise, or (ii) pursue, prosecute or assert any rights related to any Avoidance Actions or Claims against Employees, officers of directors of Sellers, including by way of offset or recoupment.

(e) Discontinuation of Non-Core Brand Trademarks. Within ninety (90) days after assignment of the Owned Trademarks has been recorded at each of the respective worldwide trademark offices, Buyer agrees that it will file a Notice of Abandonment for any Trademarks that include both the Remington Brand and a Non-Core Brand and Buyer agrees that it will not seek registration, use, or license to or for any Non-Core Brand for any purpose thereafter.

ARTICLE 6. ADDITIONAL AGREEMENTS

Section 6.1 Bankruptcy Matters.

(a) Backup Bidder. In the event that Buyer is designated as the “Backup Bidder” in accordance with and as defined in the Bidding Procedures, Buyer agrees that it will keep the Backup Bid (as defined in the Bidding Procedures) open and irrevocable until the earlier of 5:00 p.m. (prevailing Central Time) on the date that is sixty (60) days after the date of entry of the Bankruptcy Court’s Order approving the Alternative Transaction and the closing date of the Alternative Transaction. Notwithstanding anything to the contrary in this Agreement, Sellers may also identify and enter into agreements respecting (x) a “back-up” bid relating to an Alternative Transaction, and/or (y) a liquidation sale of all or a portion of the inventory and the other assets of Sellers, in either case to become effective in the event Buyer does not perform in accordance with the terms of this Agreement.

(b) Notice to Holders of Liens, Claims and Interests. Sellers have provided notice of the Sale to all holders of Liens, Claims and Interests in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and any other applicable Order of the Bankruptcy Court.

(c) Entry of Sale Order. Sellers have filed or will file with the Bankruptcy Court one or more motions which, collectively, seek the entry of the Sale Order. The Sale Order provides that, without limitation and notwithstanding anything to the contrary in this Agreement (including any Assumed License Agreement), Buyer is not liable for, and is taking the Acquired Assets free of, any Excluded Liability. The Parties shall use reasonable best efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order, and to consummate the transactions contemplated by this Agreement and the Ancillary Agreements, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and the Ancillary Agreements. In the event that any Orders of the Bankruptcy Court relating to this Agreement and the Ancillary Agreements shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), the Parties will cooperate in determining and pursuing the response to any such appeal, petition or motion and the Parties shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion. For purposes of this Section 6.1(c) only, commercially reasonable efforts shall without limitation require each party to this Agreement to pay its costs and expenses reasonably required in connection with preparing and seeking entry of the Sale Order by the Bankruptcy Court and resolution of any appeal therefrom.

Section 6.2 Transitional Arrangements.

(a) Access Covenant. Upon reasonable request from Sellers, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will following the Closing Date provide to Sellers, and the accountants, counsel and representatives of Sellers, including any administrator of the Plan or Sellers' estate, such access to the pre-closing books and records as are reasonably necessary to permit Sellers to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation of claims and making of distributions contemplated under the Plan. Such services will include (i) reasonable access to Buyer's personnel, information technology systems and books and records and (ii) the use of office space for individuals and office support of appropriate secretaries or clerks for employees of Sellers engaged in such wind-down and liquidation process. Buyer will provide such services free of any charges, fees or rents, provided that Sellers will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Sellers' employees engaged in the liquidation).

(b) Transitional License. Effective upon the Closing, for a period not to exceed one hundred and eighty (180) calendar days, Buyer shall, without limitation to the terms of the SIG Sauer License or the Going Concern Buyer License, grant Sellers a non-exclusive, royalty-free, non-transferrable, non-extendable right and license to use the Acquired Intellectual Property, including the Business Names, solely in connection with the wind-down and liquidation of Sellers' estate and the conclusion of the Bankruptcy Case, including for purposes of administering a plan of liquidation of the Excluded Assets, reconciling claims and making distributions. Thereafter, Sellers shall, and shall cause their Affiliates, to cease all further use of the Acquired Intellectual Property and Business Names, including with respect to company names.

Section 6.3 Further Assurances. At the request and the sole expense of the requesting Party, Buyer or Sellers shall, at any time after the Closing Date, execute and deliver such documents as the other party or its counsel may reasonably request to effectuate the purposes of this Agreement.

ARTICLE 7. TAXES.

Section 7.1 Taxes Related to Purchase of Assets. All recording and filing fees and all federal, state and local sales, transfer, excise, value-added or other similar Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, but excluding all income taxes and other fees based upon gain realized by Sellers as a result of the sale of the Acquired Assets (collectively, "Transaction Taxes"), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and which are not exempt under Section 1146(c) of the Bankruptcy Code, shall be paid by Buyer. The Parties agree to cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement and the Ancillary Agreements, and Buyer agrees to reasonably

assist Sellers in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

Section 7.2 Cooperation on Tax Matters.

(a) The Parties agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) From and after the Closing Date, Buyer agrees that it will provide access to Sellers and their attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to the Books and Records relating to the Acquired Assets or the Assumed Liabilities as Sellers may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y) administer or complete any cases of Sellers under Chapter 11 of the Bankruptcy Code. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets or the Assumed Liabilities.

(c) Sellers shall prepare and file all Income Tax Returns of Sellers, whether or not such Tax Returns are required to be filed prior to or after the Closing Date, and Sellers shall timely pay all Taxes reflected on such Tax Returns.

Section 7.3 Allocation of Purchase Price. Promptly (and in any event within ninety (90) days) following the Closing Date, Sellers shall deliver a schedule to Buyer allocating the Purchase Price among the Acquired Assets (the "Allocation"). The Parties will cooperate to resolve any disputes regarding the Allocation and to file with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation, and the Allocation shall be reflected on any Tax Returns required to be filed as a result of the transactions contemplated by this Agreement. If the Parties are not able to agree to the Allocation within forty-five (45) days after receipt of such Allocation by Sellers, the Parties shall retain an independent accounting firm (the "Independent Accounting Firm") to resolve their dispute. The determination of the Independent Accounting Firm shall be final and binding on all parties hereto. The cost of the Independent Accounting Firm shall be shared equally by Sellers, on the one hand, and Buyer, on the other hand. In the event that the Allocation is disputed by any Governmental Authority, the party receiving notice of such dispute will promptly notify the other party and the parties will consult in good faith as to how to resolve such dispute in a manner consistent with the agreed upon Allocation. No Party will take any position that is contrary to or inconsistent with the Allocation for any Tax purpose, including with respect to any Tax Return (including amended Tax Returns).

ARTICLE 8. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.

Section 8.1 Conditions Precedent to Performance by Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 8.1(c)) may be waived by Sellers in their sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Section 4.2 and Section 10.5 shall be accurate in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a material adverse effect on Buyer's ability to perform its obligations hereunder, and Sellers shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity, to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed, in all material respects, all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Good Faith Deposit and the Purchase Price in accordance with the terms of this Agreement, which obligations shall be performed in all respects), and Sellers shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Cure of Defaults. At or prior to the Closing, Buyer shall have cured, or made arrangements, reasonably satisfactory to Sellers, to promptly cure, any and all defaults under the Assumed License Agreements that are required to be cured under the Bankruptcy Code, so that such Assumed License Agreements may be assumed by Sellers and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(f) SIG Sauer Closing. The Closing, as defined in the SIG Sauer APA, shall have been consummated.

(g) Buyer's Deliveries. Buyer shall have delivered to Seller all of the items set forth in Section 3.3.

Section 8.2 Conditions Precedent to Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which

(other than the conditions contained in Section 8.2(c)) may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Sellers. All representations and warranties made by Sellers in Section 4.1 and Section 10.5 shall be accurate in all material respects on and as of the Closing Date as if again made by Sellers on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of each Seller, solely in such capacity, to that effect.

(b) Performance of the Obligations of Sellers. Sellers shall have performed all obligations required under this Agreement to be performed by it on or before the Closing Date, other than failures of performance that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of each Seller, solely in such capacity, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Sellers' Deliveries. Sellers shall have delivered to Buyer all of the items set forth in Section 3.2.

ARTICLE 9. TERMINATION.

Section 9.1 Conditions of Termination. This Agreement may be terminated at any time before the Closing:

(a) By mutual written consent of Sellers and Buyer;

(b) By Sellers, by notice to Buyer, on or after the date that is 150 calendar days after the Petition Date (the "Warranty Termination Date"), if the condition contained in Section 8.1(a) has not been satisfied or waived; provided, however, that Sellers shall not have the right to terminate this Agreement under this Section 9.1(b) if Sellers are then in material breach of this Agreement;

(c) By Sellers, by notice to Buyer, if Sellers have previously provided Buyer with written notice of Buyer's failure to perform any material covenant of Buyer contained in this Agreement and Buyer has failed within five (5) days after such notice to perform such covenant; provided, however, that Sellers shall not have the right to terminate this Agreement under this Section 9.1(c) if Sellers are then in material breach of this Agreement;

(d) By Sellers, by notice to Buyer, on or after the date that is 150 calendar days after the Petition Date (the “Approval Termination Date”), if any condition contained in Section 8.1(c) or Section 8.1(d) has not been satisfied or waived; provided, however, that Sellers shall not have the right to terminate this Agreement under this Section 9.1(d) if Sellers are then in material breach of this Agreement;

(e) By Buyer, by notice to Sellers, on or after the Warranty Termination Date, if the condition contained in Section 8.2(a) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 9.1(e) if Buyer is then in material breach of this Agreement;

(f) By Buyer, by notice to Sellers, if Buyer has previously provided Sellers with written notice of a failure to perform any material covenant of Sellers contained in this Agreement and Sellers have failed within five (5) days after such notice to perform such covenant; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 9.1(f) if Buyer is then in material breach of this Agreement;

(g) By Buyer, by notice to Sellers, after the Approval Termination Date, if any condition contained in Section 8.2(c) or Section 8.2(d) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 9.1(g) if Buyer is then in material breach of this Agreement;

(h) By Buyer, by notice to Sellers, or by Sellers, by notice to Buyer, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Case into a case under Chapter 7 of the Bankruptcy Code, appointing a trustee in the Bankruptcy Case, or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or the occurrence of any of the foregoing;

(i) By Sellers, five (5) Business Days after notice to Buyer, if the Bankruptcy Court has not entered the Sale Order by the date that is 60 calendar days after the Petition Date;

(j) By Buyer or Seller, on notice to the other, if the SIG Sauer APA is validly terminated in accordance with its terms; and

(k) Automatically, subject to the payment of the Break Fee, upon the earlier of (i) Sellers consummating an Alternative Transaction, and (ii) sixty (60) days following the date upon which the Bankruptcy Court issues a Final Order approving an Alternative Transaction.

Section 9.2 Effect of Termination; Remedies.

(a) In the event of termination pursuant to Section 9.1, this Agreement shall become null and void and have no effect (other than Article 9, Article 10 and Article 11, which shall survive termination), with no liability on the part of Sellers or Buyer, or their respective Affiliates or Related Persons, with respect to this Agreement, except for (i) the liability of a party for its own expenses pursuant to Section 10.4, (ii) the obligation of Buyer under Section 6.1(a) and (iii) any liability provided for in Section 9.2, inclusive.

(b) If this Agreement is terminated pursuant to Section 9.1(a), Section 9.1(d), Section 9.1(e), Section 9.1(f), Section 9.1(g), Section 9.1(h), Section 9.1(i), Section 9.1(j) and Section 9.1(k), then the Good Faith Deposit shall, within three (3) Business Days, be returned by Sellers to Buyer.

(c) If this Agreement is terminated pursuant to Section 9.1(b) or Section 9.1(c), then Sellers may, at its sole election within three (3) Business Days, retain the Good Faith Deposit, as liquidated damages (the “Break Fee”).

(d) Notwithstanding anything to the contrary herein, but without limitation to the right to enforce covenants as set forth in Article 6 (if the Closing shall have occurred) (i) Sellers’ entitlement to the Break Fee (to the extent provided for in this Agreement) will constitute liquidated damages (and not a penalty) and, if Sellers retain such amount, then notwithstanding anything to the contrary contained herein, such Break Fee shall be the sole and exclusive remedy available to Sellers and any other Person against Buyer, their Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Buyer, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby, and (ii) Buyer’s entitlement to the reimbursement of the Good Faith Deposit (to the extent provided for in this Agreement) and the Break Fee shall be the sole and exclusive remedy (at law, in equity or otherwise) available to Buyer and any other Person against Sellers, their Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Sellers, their Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby. Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 10. MISCELLANEOUS.

Section 10.1 Successors and Assigns. Prior to the Closing, no Party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Parties, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that Buyer wishes may assign its rights, obligations and liabilities hereunder no later than ten (10) days prior to the Closing Date to an Affiliate without Sellers’ prior written consent. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

Section 10.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the Parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Sellers are

no longer subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

Section 10.3 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 10.3.

Section 10.4 Expenses. Except as expressly otherwise provided herein, each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated. For all purposes under this Agreement, unless otherwise specified in the applicable clause, any obligation of Sellers to exercise commercially reasonable efforts shall not require the incurrence of any out-of-pocket expenses by Sellers.

Section 10.5 Broker's and Finder's Fees. Each of the parties to this Agreement represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement other than, in the case of Sellers, Ducera Partners, and in the case of Buyer, Moelis & Company, whose respective fees and expenses shall, as between the parties to this Agreement, be the responsibility of Sellers or Buyer, as applicable, and, to such party's knowledge, no other broker or other Person is entitled to any commission or broker's or finder's fee in connection with any of the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 10.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 10.7 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Sellers:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John A. Laco, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6544 and (213) 430-7875, respectively
Email: jlaco@omm.com and swarren@omm.com, respectively

If to Buyer:

Huntsman Holdings, LLC
c/o King & Spalding LLP
353 N. Clark St., 12th Floor
Chicago, IL 60654
Contacts: Matt Warren & Keith Townsend
Email: mwarren@kslaw.com; ktownsend@kslaw.com

(b) Any party may change its address for the purpose of this Section 10.7 by giving the other party written notice of its new address in the manner set forth above.

Section 10.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing

waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 10.9 Time of Essence. Time is of the essence in the performance of each and every term of this Agreement.

Section 10.10 Public Announcements. Promptly after the execution and delivery of this Agreement, the Parties shall make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Thereafter, no Party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed) unless a press release or public announcement is required by Law or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing Party agrees to give the nondisclosing Party prior notice of, and an opportunity to comment on, the proposed disclosure. Notwithstanding anything to the contrary in this Section 10.10, Sellers (a) shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and (b) may disclose this Agreement to its equityholders and lenders to the extent required by the provisions of any of Sellers' bylaws or other governing documents, credit agreements and other contractual obligations in effect as of the date of this Agreement.

Section 10.11 Entire Agreement. This Agreement (including the Ancillary Agreements referenced herein), the Sale Order and the Confidentiality Agreement contain the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules to this Agreement and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

Section 10.12 Parties in Interest. Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall relieve or discharge the obligations or liability of any third Persons to the Parties. This Agreement is not intended to nor shall give any third Persons any right of subrogation or action over or against the Parties.

Section 10.13 Bulk Sales Laws. The Parties waive compliance with the provisions of the "bulk sales", "bulk transfer" or similar laws of any state other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

Section 10.14 Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumptions or

burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. As used in this Agreement, the word “including” and its derivatives means “without limitation” and its derivatives, the word “or” is not exclusive and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole.

Section 10.15 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

ARTICLE 11. DEFINITIONS.

Section 11.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Alternative Transaction” means any transaction or series of transactions, whether a going concern sale, liquidation or otherwise, that involves a sale, transfer, license, lease or other disposition of the Business or any of the Acquired Assets, or any right or interest therein, to an acquiror other than Buyer (other than sales of inventory in the Ordinary Course of Business).

“Ancillary Agreements” means, collectively, the Assignment and Assumption Agreements, the SIG Sauer APA, the SIG Sauer License, the Going Concern Buyer License, Acquired Intellectual Property Assignments and other certificates, affidavits and releases delivered pursuant to Article 3.

“Books and Records” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, surveys, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“Business” means the design, manufacture, distribution, marketing and sale of (a) ammunitions and related components and accessories under the Remington Brand and Barnes brands and Trademarks (the “Ammunitions Business”); (b) sporting and hunting firearms, including shotguns and rifles, and related components and accessories under the Remington and Dakota Arms brands and Trademarks; (c) handguns, tactical, military and defense firearms including under the Bushmaster, DPMS, Tapco and AAC brands and Trademarks (clauses (b) and (c), together, the “Firearms Business”); and (d) apparel, accessories, cleaning solutions and supplies under the Business Names and other Trademarks and trade names.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in Huntsville, Alabama are authorized by Law or

other governmental action to close.

“Business Names” means “Remington” either alone or in combination with other words, graphics or designs, including all rights in said term as a trade name, trade mark, corporate name, service mark and domain name, social media including without limitation those set forth on Section 11.1(a) of the Disclosure Schedules, and any confusingly similar variation, derivative or transaction thereof.

“CBA” means that certain Collective Bargaining Agreement between Remington Arms Company, LLC and International Union, United Mine Workers of America (2016-2022), as amended or otherwise modified from time to time.

“Claims” encompasses the definition in Bankruptcy Code §101(5) and under this Agreement also includes any and all liabilities, rights, credits, defenses, allowances, rebates, choses in action, rights of recovery, set-off, causes of action, civil or criminal, any contributions received from or owed to charitable or other organizations, assertions of legal or moral responsibility, in each case known or unknown, pending or threatened, at law or in equity, direct or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or inchoate, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or unasserted actions against Sellers or any of their Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, indenture, note, bond, lease, license, premium finance arrangement, purchase order, sales order or other agreement to which Sellers are a party; provided that Contracts do not include any Lease for Leased Real Property or any employment or similar Contracts.

“D&O Insurance” means the policy in effect as of the Effective Date that provides for insurance from liability for current and former directors and officers of Sellers, including insurance from liabilities with respect to all claims (including, under “tail” insurance coverage, those claims brought within six (6) years from the Closing Date) arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated by this Agreement).

“DIP Facility” means any debtor-in-possession financing advanced to Sellers in the Bankruptcy Case.

“Disclosure Schedules” means the Disclosure Schedules delivered by Sellers concurrently with the execution and delivery of this Agreement.

“Employee Benefit Plans” means (a) all “employee benefit plans,” as defined in Section 3(3) of ERISA, (b) all employment, consulting or other individual compensation agreements, and (c) all bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs or other plans, contracts, policies or arrangements that provide for compensation for employee benefits as to which Sellers have any obligation or liability, contingent or otherwise.

“Employee Liabilities” means all liabilities of Sellers to or with respect to all Employees whenever arising and liabilities of the type specified in Section 1114 of the Bankruptcy Code owing to retired employees of Sellers.

“Employees” means all individuals, as of the Effective Date, who are employed by Sellers (including employees who are absent due to vacation, family leave, short-term disability, COVID 19-related furloughs or absences or other approved leave of absence) in connection with the ownership, operation and management of the Business.

“Environmental Laws” means all applicable federal, state and local statutes, ordinances, rules, Orders, regulations and other provisions having the force of law, all judicial and administrative Orders and determinations, and all common law concerning pollution or protection of human health and the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Exit Term Loan” means that certain Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of February 21, 2020, and that certain Amendment No. 5, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“FILO Facility” means that certain First Lien Last-Out Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of October 11, 2019, that certain Amendment No. 5 dated as of February 21, 2020, and that certain Amendment No. 6, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“Final Order” means an Order, ruling or judgment of any court of competent jurisdiction

that has not been reversed, stayed, modified or amended, and as to which no appeal, petition for certiorari, motion or petition for rehearing or reargument is pending, and the deadline for any such filing has expired.

“Governmental Authority” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, or any state, county or municipality thereof, including the employees or agents thereof.

“Income Tax” means any Tax based on, imposed on or measured by income, gross receipts or profits, including any interest, penalty or other addition with respect thereto.

“Income Tax Return” means any Tax Return with respect to Income Taxes.

“Intellectual Property” means (a) all intellectual property arising from or in respect of the following: (i) all letters patent, applications for letters patent, statutory invention registrations, registered designs, drawings, and similar or equivalent rights in inventions, designs and drawings, issued patents and patent applications therefore in the United States Patent and Trademark Office, the World Intellectual Property Organization, or any similar office or agency in any other jurisdiction, including continuations, divisionals, provisionals, continuations, continuations-in-part, renewals, extensions, substitutions, restorations, reexaminations, reissues or extensions of patent applications and patents issuing thereon (“Patents”), (ii) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, source identifier, business identifier, Internet domain names, corporate names, and designs and general intangibles of a like nature, including the Business Names, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, including any such registration or application in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, or any other jurisdiction, and all extensions or renewals of any of the foregoing (“Trademarks”), (iii) any copyrights, any copyrightable work, any work of authorship, any moral rights related to any of the foregoing, any registration or recording of any copyright, copyrightable work or work of authorship, and any application in connection therewith, including any such registration, recording, or application in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any other jurisdiction, and any renewal of any of the foregoing (“Copyrights”), (iv) all Software of Sellers, (v) confidential information, rights in data and databases, know-how, trade secrets and inventions (whether patentable or not), and (vi) all other intellectual property, (b) Sellers’ rights pursuant to any Contract with Remington Licensing Corporation and (c) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of Sellers’ rights or interests in intellectual property that is not an Excluded Asset and any related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Intellectual Property and collect damages therefor.

“Intercompany Note” means that certain Amended and Restated Promissory Note issued on April 18, 2019, for the principal amount of \$100,000,000, by Remington Arms Company, LLC in favor of FGI Holding Company, LLC.

“Interests” means all rights and entitlements of any nature including, without limitation,

security interests, assignments of Liens or Claims, licenses, leases, contract rights, indentures, instruments, licenses, options, escheatment, abandoned property, unclaimed property, covenants, conditions, zoning, planning and any other restrictions, easements, encroachments, permits or other interests in property or limitations on the use of real property or irregularities in title, rights of first refusal, rights to injunctive or other legal relief, any attributes of ownership, rights or restrictions of any kind and nature, whenever incurred, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, matured or unmatured, legal or equitable (which Interests may also be Liens or Claims).

“Knowledge” or any other similar term or knowledge qualification means, with respect to Sellers, the actual knowledge, after reasonably inquiry of the applicable personnel, of either of Ken D’Arcy (President and Chief Executive Officer of ROC) or Mark Little (Vice President and Chief Financial Officer of ROC), as of the date the applicable representation or warranty is made or deemed made under this Agreement.

“Leased Real Property” means all leasehold or subleasehold estates and other rights of Sellers to possess, use or occupy (or to grant others the right to possess, use or occupy) any land, buildings, structures, improvements, fixtures or other interest in real property, in each of the foregoing cases, to the extent possessed, used or occupied in connection with the Business.

“Leasehold Improvements” means all buildings, structures, improvements and fixtures that are owned by Sellers and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.

“Leases” means all leases, ground leases, subleases, licenses and other agreements, including all amendments, extensions, renewals, and other agreements with respect thereto, pursuant to which Sellers have the right to possess, use, lease or occupy (or to grant others the right to possess, use or occupy) any Leased Real Property.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement, other than (a) a lessor’s interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor’s interest in, property underlying any leases; (b) any imperfection of title with respect to any asset that does not materially interfere with the present occupancy, use or marketability of such asset and the continuation of the present occupancy or use of such asset; and (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances that are not created pursuant to mortgages or other financing or security documents, or any other state of facts, that do not materially interfere with the present occupancy or use of an asset.

“Material Adverse Effect” means a state of facts, event, change or effect on the value of the Acquired Assets that results in (a) a material adverse effect on Sellers ability to timely perform its obligations under the Agreement and the Ancillary Agreements and to timely consummate the transactions contemplated hereby and thereby or (b) a material and adverse effect on the value of the Acquired Assets taken as a whole, but for the purposes of clause (b) hereto excludes any state of facts, event, change or effect caused by events, changes or developments relating to (i) changes resulting from, or from any motion, application, pleading or Order filed relating to, the Bankruptcy

Case; (ii) any action of Sellers taken pursuant to, or any failure of Sellers to take any action prohibited by, any Order of the Bankruptcy Court, this Agreement or any of the Ancillary Agreements to which a Seller is a party; (iii) the public disclosure of this Agreement or any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby; (iv) changes, after the Effective Date, in United States generally accepted accounting principles; (v) changes in general United States economic, monetary or financial conditions, including changes in prevailing interest rates, credit availability, and the credit markets generally, as well as changes in the commercial real estate markets in the geographic regions in which Sellers operate the Business; (vi) changes in the firearms, ammunition or sporting goods industries in general; or (vii) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war (whether or not declared); provided, however, that any fact, event, occurrence, or effect referred to in clauses (v) and (vi) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Business compared to other participants in the industries in which the Business operates.

“Non-Core Brands” means, collectively, “Bushmaster”, “DPMS”, “Tapco”, “AAC”, “Dakota”, “H&R”, “Para Ordnance” and “Nesika” either alone or in combination with other words, graphics or designs, including all rights in said term as a trade name, trade mark, corporate name, service mark and domain name.

“Ordinary Course of Business” means, with respect to any Person, the ordinary course of business consistent with past practice, including in respect of timing, frequency and magnitude, of such Person on or prior to the date hereof.

“Owned Real Property” means all land and all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto, owned by Sellers and used in the ownership, operation or management of the Business.

“Permitted Liens” mean: (a) Liens and Interests consisting of (i) current Taxes and assessments, Liens for Taxes that are not yet delinquent or that are being contested in good faith, reservations in patents, and all easements, rights-of-way, encumbrances, Liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear on record, and similar matters that would be disclosed by an accurate ALTA/ACSM survey of the Owned Real Property, and (ii) the applicable zoning and use regulations or other Laws of any Governmental Authority; (b) purchase money Liens securing payments under capital lease arrangements; (c) all terms, conditions and restrictions under any Permit; (d) Liens that will attach to the proceeds of the sale under this Agreement pursuant to Section 363 of the Bankruptcy Code or that will not survive the Closing and (e) Liens that Buyer agrees in writing to accept.

“Person” means any means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, joint venture, trust, association, union, entity, or other form of business organization or any Governmental Authority.

“Plan” means a Joint Chapter 11 Plan filed by Sellers with the Bankruptcy Court.

“Pre-Closing Taxes” means any Taxes paid, payable, or that become payable, in connection with Sellers or any of their Affiliates or relating to the Business (other than any excise taxes (whether or not deferred)), in respect of a taxable period (or portion thereof) ending as of the close of business on the day prior to Closing Date.

“Priority Term Loan” means that certain Loan and Security Agreement, dated as of April 18, 2019 (as amended by that certain Amendment No. 1, dated May 1, 2019, that certain Amendment No. 2, dated June 24, 2019, that certain Amendment No. 3, dated August 15, 2019, that certain Amendment No. 4, dated October 11, 2019, that certain Amendment No. 5, dated February 21, 2020, and that certain Amendment No. 6, dated March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto, Cantor Fitzgerald Securities, as administrative agent and initial collateral agent, and the lenders party thereto.

“Public Software” means any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, “copyleft,” open source code software (e.g., Linux) or similar licensing or distribution models, including software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU General Public License (GPL) or Lesser/Library GPL (LGPL), (b) the Artistic License, (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards Source License (SISSL), (g) the BSD License, (h) the Apache License, or (i) any other license described by the Open Source Initiative as set forth at www.opensource.org.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all Books and Records related to any of the foregoing.

“Straddle Period” means any taxable period beginning prior to, and ending after, the Closing Date.

“Subsidiary(ies)” means, when used with respect to any specified Person, any other Person (a) of which the specified Person or any Subsidiary thereof is a general partner, (b) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (c) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Governmental Authority, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise (whether or not deferred), franchise, gross receipts, occupation, real and personal property, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature, whether arising before, on or after the Closing Date; and “Tax” shall mean any one of them.

Section 11.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Acquired Assets	Section 1.1
Acquired Intellectual Property	Section 1.1(a)
Acquired Intellectual Property Assignment.....	Section 3.2(c)
Affiliate	Section 11.1
Agreement.....	<i>Preamble</i>
Allocation.....	Section 7.3
Alternative Transaction.....	Section 11.1
Ammunitions Business	Section 11.1
Approval Termination Date	Section 9.1(d)
Assumed Liabilities	Section 1.3
Assumed License Agreements.....	Section 1.1(a)
Assumed Policy Rights.....	Section 1.1(e)
Avoidance Actions.....	Section 1.2(w)
Bankruptcy Case	<i>Recitals</i>
Bankruptcy Code	<i>Recitals</i>
Bankruptcy Court.....	<i>Recitals</i>
Bidding Procedures.....	Section 2.2(a)
Books and Records	Section 11.1
Break Fee	Section 9.2(c)
Business	Section 11.1
Business Day.....	Section 11.1
Business Names	Section 11.1
Buyer.....	<i>Preamble</i>
Claims	Section 11.1
Closing	Section 3.1
Closing Date.....	Section 3.1
Code	Section 11.1

Confidentiality Agreement.....	Section 5.1(b)
Contract.....	Section 11.1
Copyrights.....	Section 11.1
Cure Amount.....	Section 1.3
Disclosure Schedules	Section 11.1
Effective Date	<i>Preamble</i>
Employee Benefit Plans.....	Section 11.1
Employee Liabilities	Section 1.2(d)
Employees.....	Section 11.1
Environmental Laws	Section 11.1
ERISA	Section 11.1
Escrowed Amounts	Section 2.1(a)(i)
Excluded Assets	Section 1.2
Insurance Policies	Section 1.2(q)
Excluded Liabilities	Section 1.4
Final Order	Section 11.1
Firearms Business	Section 11.1
Going Concern Buyer	Section 2.1(a)(i)
Going Concern Buyer License.....	Section 3.3(f)
Good Faith Deposit.....	Section 2.2(a)
Governmental Authority	Section 11.1
Gross Closing Cash Payment.....	Section 2.1(a)
Independent Accounting Firm	Section 7.3
Intellectual Property.....	Section 11.1
Intercompany Note.....	Section 11.1
Interests	Section 11.1
Inventory	Section 1.2(g)
Jefferson River	<i>Recitals</i>
Jefferson River APA	<i>Recitals</i>
Law	Section 4.1(c)
Leased Real Property	Section 11.1
Leasehold Improvements	Section 11.1
Leases.....	Section 11.1
Licensed Intellectual Property	Section 1.1(a)
Lien	Section 11.1
Material Adverse Effect.....	Section 11.1
Necessary Consent.....	Section 1.6
Net Closing Cash Payment	Section 2.2(b)
Non-Core Brand.....	Section 11.1
Order	Section 4.1(c)
Ordinary Course of Business	Section 11.1
Other APA	Section 1.8
Owned Intellectual Property	Section 1.1(c)
Owned Real Property	Section 11.1
Owned Trademarks.....	Section 1.1(a)
Party or Parties.....	<i>Preamble</i>

Patents	Section 11.1
Pension Plan.....	Section 1.2(n)
Person.....	Section 11.1
Plan	Section 11.1
Pre-Closing Income Taxes.....	Section 11.1
Priority Term Loan	Section 11.1
Public Software.....	Section 11.1
Purchase Price.....	Section 2.1
Qualifying Excluded Contracts and Leases	Section 1.5(e)
RA Brands.....	Section 1.1(g)
Rejected Contract.....	Section 1.5(a)
Related Person	Section 11.1
Remington Brand.....	<i>Recitals</i>
RLC Shares	Section 1.1(h)
ROC	Preamble
Sale Order	<i>Recitals</i>
Sellers.....	<i>Preamble</i>
SIG Sauer	Section 3.2(e)
SIG Sauer APA.....	Section 3.2(e)
SIG Sauer License.....	Section 3.3(e)
Knowledge	Section 11.1
Software	Section 11.1
Sporting and Hunting Business.....	Section 11.1
Subsidiary(ies)	Section 11.1
Tax Return	Section 11.1
Taxes.....	Section 11.1
Trademarks	Section 11.1
Transaction Taxes	Section 7.1
UMWA	Section 1.4(c)
Warranty Termination Date	Section 9.1(b)

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER:

HUNTSMAN HOLDINGS, LLC

By: 
Name: Kevin Maliszewski
Title: Chief Financial Officer

SELLERS:

ROC

REMINGTON OUTDOOR COMPANY,
INC.

By: _____
Name:
Title:

SUBSIDIARIES OF ROC

FGI OPERATING COMPANY, LLC

By: _____
Name:
Title:

FGI HOLDING COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

OUTDOOR SERVICES, LLC

By: _____
Name:

Title:

FGI FINANCE INC.

By: _____
Name:
Title:

HUNTSVILLE HOLDINGS LLC

By: _____
Name:
Title:

TMRI, INC.

By: _____
Name:
Title:

REMINGTON ARMS DISTRIBUTION
COMPANY, LLC

By: _____
Name:
Title:

32E PRODUCTIONS, LLC

By: _____
Name:
Title:

GREAT OUTDOORS HOLDCO, LLC

By: _____

Name:
Title:

**REMINGTON OUTDOOR COMPANY, INC.
ASSET PURCHASE AGREEMENT
DISCLOSURE SCHEDULES**

These Disclosure Schedules (these “Schedules” and each a “Schedule”) are furnished pursuant to the Asset Purchase Agreement (the “Agreement”), dated as of September 26, 2020, by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to the Agreement (collectively with ROC, “Sellers”), Huntsman Holdings, LLC, a Delaware limited liability company (“Buyer”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement, unless the context otherwise requires.

These Schedules are hereby incorporated in and made a part of the Agreement as if set forth in full therein and are an integral part of the Agreement. The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever (including any violation of law or breach of contract). These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties or covenants of the Sellers contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. In disclosing the information in these Schedules, Sellers do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. The disclosures in these Schedules are to be taken as relating to the representations and warranties as a whole, notwithstanding the fact that these Schedules are arranged by sections corresponding to the sections in the Agreement, or that a particular section of the Agreement makes reference to a specific section of the Schedules, and notwithstanding that a particular representation and warranty may not make a reference to the Schedules. Disclosure of an item on one Schedule shall be deemed disclosure on all other Schedules.

Neither the specification of any dollar amount in any representation or warranty nor the disclosure of a document or information in these Schedules is intended, or shall be construed or offered in any dispute between the parties to the Agreement as evidence of, the materiality of such dollar amount, document or information, nor does it establish any standard of materiality upon which to judge the inclusion or omission of any similar documents or information in such Schedule or any other Schedule. The headings and descriptions of the disclosures herein are for convenience of reference only and are not intended and do not alter the meaning of any provision of the Agreement or these Schedules.

Section 1.1(b)
Owned Trademarks

I. TRADEMARKS

(1) Remington Arms Distribution Company, LLC

UNITED STATES TRADEMARKS: None.

(2) Remington Arms Company, LLC

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	
Remington Arms Company, LLC	1,624,731	Design Only (Bull's Eye Design)	Rifles and Shotguns
Remington Arms Company, LLC	4,576,467	Laredo	Accessories for firearms, namely grips for pistols
Remington Arms Company, LLC	4,576,468	Lariat	Accessories for firearms, namely grips for pistols
Remington Arms Company, LLC	1,866,917	MICRO-GROOVE	Rifles and barrels therefor
Remington Arms Company, LLC	1,540,397	PARDNER	Shotguns
Remington Arms Company, LLC	3,069,212	PARDNER PUMP	Firearms
Remington Arms Company, LLC	3,873,248	RAZR	Gun and rifle parts and accessories, namely, muzzle devices sold as a component or part of firearms; muzzle devices for firearms, namely, muzzle attachments for firearms, muzzle

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	
			brakes for firearms, flash hidere for firearms, mounts for firearms to attach muzzle devices and accessories
Remington Arms Company, LLC	1,842,873	TAMER	Firearms
Remington Arms Company, LLC	4,018,024	TIMBERSMITH	Gun and rifle stock systems comprising of gun and rifle wooden stocks; wooden stock system for firearms comprising of pistol grips, vertical forend grips, handguards, and collapsible butt stock; firearm stocks; gun stock sold as component or part of a firearm; butt plates for rifles and shotguns; firearm hand guards; mounting rails to attach firearm accessories; firearm accessories, namely, covers for firearms
Remington Arms Company, LLC	1,754,497	TOPPER	Firearms, namely, revolvers, rifles, shotguns and pistols
Remington Arms Company, LLC	3,195,936	ULTIMATE MUZZLE-LOADER	Firearms
Remington Arms Company, LLC	4,576,469	VETERAN	Accessories for firearms, namely grips for pistols

(3) RA Brands, L.L.C.

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>Goods</u>
RA Brands, L.L.C.	4,548,428	1816	
RA Brands, L.L.C.	4,693,025	2020	
RA Brands, L.L.C.	4,693,072	2020 & Design	
RA Brands, L.L.C.	4,019,998	ACR	Firearms
RA Brands, L.L.C.	3,946,418	ADAPTIVE COMBAT RIFLE	Firearms
RA Brands, L.L.C.	4,548,395	BIG SHOT	
RA Brands, L.L.C.	3,746,510	BLACKOUT	Flash suppressors for firearms
RA Brands, L.L.C.	5,079,077	BLASTOUT	Muzzle attachments for firearms, namely, recoil compensators and flash suppressors
RA Brands, L.L.C.	3,954,435	BRAKEOUT	Combined recoil compensator and flash suppressor for firearms
RA Brands, L.L.C.	3,055,409	BULLET (Word)	Cutlery, namely, knives
RA Brands, L.L.C.	3,198,065	BULLET DESIGN	Cutlery, namely, knives
RA Brands, L.L.C.	4,476,859	CARBON-15	Firearms
RA Brands, L.L.C.	4,606,403	CLAW	Lubricant for firearms, outdoor sports and marine equipment; oil for cleaning, lubrication and corrosion protection of firearms, outdoor sports and marine equipment
RA Brands, L.L.C.	2,031,473	EXPRESS	Firearms, namely shotguns
RA Brands, L.L.C.	4,507,951	EXPRESS	Air Guns
RA Brands, L.L.C.	4,611,225	EXPRESS BIT	Hand operated tools used to repair and maintain firearms, namely, screwdrivers with mountable bits
RA Brands, L.L.C.	346,422	FIELDMASTER	Firearms, particularly sporting

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>Goods</u>
			shotguns and rifles
RA Brands, L.L.C.	2,843,452	FIELDMASTER	Cleaning kits for firearms consisting primarily of cleaning solutions, brushes, swabs, rods, and patches
RA Brands, L.L.C.	4,548,427	FIRST IN THE FIELD	
RA Brands, L.L.C.	4,258,888	FLIP THE SWITCH	Firearms
RA Brands, L.L.C.	2,498,142	GREAT EASTERN	Sport shooting competitions and educational events, namely conducting seminar in the field of wildlife conservation, fun safety and sport shooting regulations and competitions
RA Brands, L.L.C.	5,341,554	HALCYON	Silencers for firearms
RA Brands, L.L.C.	3,601,911	HYPOSONE	Baffle module sound reduction feature sold as an integral component of silencers for firearms
RA Brands, L.L.C.	4,905,498	ILLUSION	Silencers for firearms
RA Brands, L.L.C.	2,329,006	LDA	
RA Brands, L.L.C.	2,059,534	MARINE MAGNUM	Firearms, namely, shotguns and parts thereof
RA Brands, L.L.C.	4,531,854	MODEL 700	Firearms
RA Brands, L.L.C.	4,531,855	MODEL 870	Firearms
RA Brands, L.L.C.	4,142,044	MOISTUREGUARD	Gun cleaning cloths
RA Brands, L.L.C.	4,026,621	MSR	Firearms
RA Brands, L.L.C.	4,729,388	MZL	Gun-cleaning preparations; Gun cleaning lubricants; Gun cleaning patches
RA Brands, L.L.C.	4,756,634	NESIKA	Firearms
RA Brands, L.L.C.	1,882,081	P & Design	Goods: Firearms, die-marking pistols, and parts therefor
RA Brands, L.L.C.	2,716,330	PARA	Firearms, and replacement and

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>Goods</u>
			structural parts therefore
RA Brands, L.L.C.	2,614,687	PARKER	Shotguns and replacement parts therefore
RA Brands, L.L.C.	3,248,505	PROBORE	Choke tubes for firearms
RA Brands, L.L.C.	2,211,023	R (Stylized)	Clothing, namely hats and shirts
RA Brands, L.L.C.	5,042,485	R-25 GII	Firearms
RA Brands, L.L.C.	88/842,808 (Serial Number)	R2Mi	Firearms
RA Brands, L.L.C.	4,614,494	R51	Firearms
RA Brands, L.L.C.	336,055	RANGEMASTER	Firearms, particularly sporting shotguns and rifles
RA Brands, L.L.C.	1,960,454	REM	Lubricant for firearms, outdoor sports and marine equipment; oil for cleaning, lubrication and corrosion protection of firearms, outdoor sports and marine equipment
RA Brands, L.L.C.	4,240,074	REM	Gun cleaning preparations, namely, gun cleaning solvent; Cleaning implements for firearms, namely, barrel cleaning brushes, barrel cleaning mops, muzzle loader patch pullers to remove cleaning pads, gun cleaning squeegees; and firearm parts, namely, gun chokes; Cleaning implements for firearms, namely, gun cleaning cloths, gun cleaning pads
RA Brands, L.L.C.	4,552,751	REM ALL IN	Lubricant for firearms, outdoor sports and marine equipment; oil for cleaning, lubrication and corrosion protection of firearms, outdoor sports and marine equipment

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>Goods</u>
RA Brands, L.L.C.	3,080,581	REM DRI	Dehumidifying desiccants for gun safes, gun cabinets, and gun closets
RA Brands, L.L.C.	1,843,652	REMINGTON	Hiking and sporting goods; namely, hikers' backpacks and hunters' camouflage all-purpose tote
RA Brands, L.L.C.	1,908,358	REMINGTON	Industrial guns for use in kilns, mining and in seismic exploration
RA Brands, L.L.C.	2,019,103	REMINGTON	Gun locks
RA Brands, L.L.C.	2,091,798	REMINGTON	Gun cleaning kits composed of cleaning rods and brass jags for use with the cleaning rods, brushes, patches, gun oils, revolver firing pin shields, patch pullers for pulling cleaning cloths through gun barrels all sold as a unit therefor
RA Brands, L.L.C.	2,282,454	REMINGTON	Belt buckles not of precious metal for clothing; award and decorative cloth patches for use on clothing items such as shooter's vests, jackets, hats and other wearing apparel
RA Brands, L.L.C.	2,377,947	REMINGTON	Hunting equipment, namely, tree stands, climbing stands, climbing sticks, ladders and platforms
RA Brands, L.L.C.	4,614,361	REMINGTON	Books having a hunting or outdoor activity theme
RA Brands, L.L.C.	4,405,929	REMINGTON	Knives
RA Brands, L.L.C.	4,473,605	REMINGTON	Calendars and stationary items in the nature of stationary
RA Brands, L.L.C.	4,468,908	REMINGTON	Apparel, namely, hats, gloves, jackets, pants, T-shirts

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>Goods</u>
RA Brands, L.L.C.	5,151,390	REMINGTON	Apparel, namely, belts
RA Brands, L.L.C.	2,035,984	REMINGTON (Stylized)	Cleaning preparations for the cleaning and degreasing of mechanical assemblies for rifles, shotguns, pistols, revolvers and other
RA Brands, L.L.C.	2,792,880	REMINGTON (Stylized)	Animal scent lures
RA Brands, L.L.C.	2,821,830	REMINGTON (Stylized)	Dog training equipment, namely, whistles, call bells; dog training equipment, namely, electronic animal confinement systems comprising electric fencing using radio waves, and collars used in connection therewith; prerecorded videos on dog training
RA Brands, L.L.C.	2,824,186	REMINGTON (Stylized)	Nonmedicated grooming preparations for dogs, namely, shampoo, detangler, deburr spray, and skunk deodorizer
RA Brands, L.L.C.	2,824,188	REMINGTON (Stylized)	Grooming supplies for dogs, namely, nail clippers
RA Brands, L.L.C.	2,824,189	REMINGTON (Stylized)	Dog collars, dog leads and dog leashes, dog harnesses and dog check cords; dog clothing, namely, boots, vests and sweaters
RA Brands, L.L.C.	2,824,191	REMINGTON (Stylized)	Grooming supplies for dogs, namely, brushes and combs; dog bowls
RA Brands, L.L.C.	2,312,404	REM-LITE	Lightweight clothing, namely, shirts, pants, shorts, and wind suits
RA Brands, L.L.C.	5,214,339	RP	Firearms
RA Brands, L.L.C.	3,693,073 <i>(Allow to lapse;</i>	SHOOT LIKE A GIRL . . . IF YOU CAN !	

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>Goods</u>
	<i>valid through April 6, 2020</i>		
RA Brands, L.L.C.	3,954,432	SILENT ARMY	Shirts; T-shirts
RA Brands, L.L.C.	336,054	SPEEDMASTER	Firearms, particularly sporting shotguns and rifles
RA Brands, L.L.C.	3,998,213	SPORTSMAN	Shotguns
RA Brands, L.L.C.	279,904	SPORTSMAN (Stylized)	Firearms, especially shotguns
RA Brands, L.L.C.	4,364,262	SUPER CELL	Recoil pads
RA Brands, L.L.C.	3,924,798	SUPER MAG	Firearms
RA Brands, L.L.C.	3,687,791	SUPER SLUG	Firearms
RA Brands, L.L.C.	3,684,692	SUPER SLUG (Stylized)	Firearms
RA Brands, L.L.C.	3,954,433	Ti-RANT	Silencers for firearms
RA Brands, L.L.C.	3,644,916	TRINYTE	Protective coating sold as an integral component of firearms, in the nature of an engineered metallurgical coating which is a combination of a base coat of plating with a top coat of a metal material applied by vapor transport process to improve corrosion resistance and resistance to wear and marring for exterior and interior use on firearms, excluding coil coatings
RA Brands, L.L.C.	5,301,793	V3	Firearms
RA Brands, L.L.C.	4,029,749	VERSA MAX	Firearms
RA Brands, L.L.C.	3,935,038	VERSAMAX	Firearms
RA Brands, L.L.C.	4,007,056	VERSAPORT	Component of firearms, namely, a self-regulating gas operating system that regulates cycling pressure based on shell length
RA Brands, L.L.C.	541,094	WINGMASTER (Stylized)	Firearms, particularly sporting shotguns and rifles and parts

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>Goods</u>
			thereof
RA Brands, L.L.C.	4,602,778	WOOD TECH	Stocks for firearms with simulated wood grain, sold as a component part of firearms
RA Brands, L.L.C.	3,540,721	X-MARK PRO	Trigger assemblies for firearms

Applications:

Country	Trademark	Application Number	Owner
Canada	MSR & Design (Vista Outdoor Operations, Inc.)	87/295,939-944	RA Brands, L.L.C.

(4) Remington Outdoor Company, Inc.

UNITED STATES TRADEMARKS: None.

II. CANADIAN TRADEMARKS

(1) Remington Arms Distribution Company, LLC

None.

(2) Remington Arms Company, LLC

Country	Trademark	Registration Number	Owner	Goods
Canada	HANDI GRIP	TMA867719	Remington Arms Company, LLC	Component of firearms, namely, buttstocks
Canada	PARDNER	TMA361998	Remington Arms Company, LLC	Shotguns
Canada	SOFT TECH	TMA877048	Remington Arms Company, LLC	Recoil pads for firearms sold as an integral component of

				firearms; recoil pads for firearms
--	--	--	--	---------------------------------------

(3) RA Brands, L.L.C.

Country	Trademark	Registration Number	Owner	Goods
Canada	ACR	TMA826670	RA BRANDS, L.L.C.	Firearms
Canada	ARMORLOKT	TMA805337	RA BRANDS, L.L.C.	Protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms
Canada	BACR	TMA849550	RA BRANDS, L.L.C.	Firearms
Canada	BULLET DESIGN	TMA701604	RA BRANDS, L.L.C.	Cutlery, namely, knives
Canada	CUSTOM CARRY	TMA720656	RA BRANDS, L.L.C.	Hunting knives; pocket knives
Canada	ECHO	TMA720267	RA BRANDS, L.L.C.	Knives, namely, tactical knives
Canada	ELITE HUNTER	TMA730154	RA BRANDS, L.L.C.	Hunting knives; pocket knives
Canada	ERPC	TMA814526	RA BRANDS, L.L.C.	Firearms
Canada	EXCURSION	TMA733840	RA BRANDS, L.L.C.	Hunting knives; pocket knives
Canada	F.A.S.T.	TMA759472	RA BRANDS, L.L.C.	Cutlery, namely, knives
Canada	FAST ACTION SOFT TOUCH	TMA759917	RA BRANDS, L.L.C.	huning knives and pocket knives
Canada	R DESIGN	TMA497716	RA BRANDS, L.L.C.	Clothing, namely, hats and shirts

Country	Trademark	Registration Number	Owner	Goods
Canada	REM DRI	TMA683782	RA BRANDS, L.L.C.	Dehumidifying desiccants for gun safes, gun cabinets, and gun closets
Canada	REMINGTON	TMA468948	RA BRANDS, L.L.C.	Bed throws
Canada	Remington	TMA875,652	RA BRANDS, L.L.C.	Clothing, namely, pants, shorts, T-shirts, sweatshirts, jackets, parkas, rainwear, hunting vests, shooting vests, safety vests for camouflage and reflective safety vests; moisture management shirts and thermal bottoms; gloves and mittens; hats; balaclavas and face masks for hunting and outdoor recreation; neck gaiters; bandanas; belts; clothing, namely, pants, jackets, moisture management shirts; shoes, namely hunting boots and hiking shoes
Canada	Remington	TMA907,567	RA BRANDS, L.L.C.	Sporting knives not for household use

Country	Trademark	Registration Number	Owner	Goods
Canada	Remington (Stylized) Design	TMA669968	RA BRANDS, L.L.C.	(1) Nonmedicated grooming preparations for dogs, namely, shampoo, detangler, deburr spray, and skunk deodorizer; (2) Medicated grooming preparations for dogs, namely, flea & tick shampoo, flea & tick mists, flea & tick spot-on application, flea & tick dips, flea & tick foggers; first aid kits; veterinary medications for dogs, namely, dewormer tablets, dewormer paste, and canine acetylsalicylic acid and vitamins; (3) Grooming supplies for dogs, namely, nail clippers; (4) Dog training equipment, namely, whistles, call bells, dog training equipment, namely, electronic animal confinement systems comprising electric fencing using radio waves, and collars used in connection therewith; prerecorded videos on dog training; (5) Dog collars, dog leads and leashes, dog braces, harnesses and check cords; dog clothing; namely, boots, vests and sweaters; dog carriers; (6) Dog kennels and dog beds; (7) Grooming supplies for dogs, namely, brushes and combs; dog bowls; (8) Decoys for hunting and fishing; animal scent lures; hunting game calls

Country	Trademark	Registration Number	Owner	Goods
Canada	REMINGTON (Stylized) Design	TMA681490	RA BRANDS, L.L.C.	Clay targets
Canada	REMINGTON DESIGN	TMA489314	RA BRANDS, L.L.C.	Optical scopes or sights; Traps for throwing targets and archery products, namely bows, arrows, arrow rests, quivers and cases and accessories for the foregoing
Canada	REMINGTON Design	TMA752771	RA BRANDS, L.L.C.	Metal safes
Canada	REMTECH 2.0	TMA717940	RA BRANDS, L.L.C.	Clothing namely, knit shirts, shirts, sports shirts, t-shirts, tank tops, thermal underwear, underclothes, undergarments, undershirts, underwear
Canada	SHOOT LIKE A GIRL...IF YOU CAN!	TMA784901	RA BRANDS, L.L.C.	Firearms
Canada	STS	TMA681491	RA BRANDS, L.L.C.	Clay targets
Canada	SUPER CELL	TMA899946	RA BRANDS, L.L.C.	Recoil pads
Canada	SWIFT-LOKT	TMA698747	RA BRANDS, L.L.C.	Knives
Canada	TANGO	TMA750646	RA BRANDS, L.L.C.	Knives, namely, hunting knives, pocket knives, and tactical knives
Canada	THE VETERAN	TMA753455	RA BRANDS, L.L.C.	Cutlery, namely, hunting knives, pocket knives, and tactical knives

Country	Trademark	Registration Number	Owner	Goods
Canada	TRINYTE	TMA791056	RA BRANDS, L.L.C.	Protective coating sold as an integral component of firearms, in the nature of an engineered metallurgical coating which is a combination of a base coat of plating with a top coat of a metal material applied by vapour transport process to improve corrosion resistance and resistance to wear and marring for exterior and interior use on firearms, excluding coil coatings
Canada	VERSAMAX	TMA834026	RA BRANDS, L.L.C.	Firearms
Canada	VERSAPORT	TMA826341	RA BRANDS, L.L.C.	Component of firearms, namely, a gas operating system that regulates cycling pressure based on shell length
Canada	VORTEX	TMA555666	RA BRANDS, L.L.C.	Cleaning preparations for the cleaning and degreasing of mechanical assemblies, for gun barrels, gun parts and knives
Canada	WINGMASTER	TMA799817	RA BRANDS, L.L.C.	Multi-function hand tool for hunters comprised of knives and one or more of shears, gut hooks, saws, wrenches, screwdrivers, rulers, and lights
Canada	WOODSMASTER	TMA774728	RA BRANDS, L.L.C.	Firearms
Canada	ZULU	TMA750647	RA BRANDS, L.L.C.	Knives, namely, hunting knives, pocket knives, and tactical knives

(4) Remington Outdoor Company, Inc.

None.

II. Other Foreign Trademarks

(1) RA Brands, LLC

See Attachment.

Section 1.1(c)
Other Owned Intellectual Property

PATENTS

(1) Remington Arms Distribution Company, LLC

UNITED STATES PATENTS: None.

(2) Remington Arms Company, LLC

UNITED STATES PATENTS:

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
Remington Arms Company, LLC	6,880,282	LOCKABLE FIREARM SAFETY DEVICE
Remington Arms Company, LLC	5,479,737	FIREARM BARREL ASSEMBLY
Remington Arms Company, LLC	5,487,232	DETONATOR ASSEMBLY
Remington Arms Company, LLC	5,606,825	COCKING MECHANISM FOR A MUZZLE LOADING FIREARM
Remington Arms Company, LLC	RE37,968	DETONATOR ASSEMBLY
Remington Arms Company, LLC	6,761,101	FIREARMS RECEIVER BLOCK AND METHOD OF USING SAME
Remington Arms Company, LLC	6,283,006	DOUBLE ACTION PISTOL
Remington Arms Company, LLC	6,945,154	FINNED CARBINE HANDGUARD ASSEMBLY
Remington Arms Company, LLC	D580,007	RIFLE RECEIVER TRIGGER GASKET

Remington Arms Company, LLC	D595,385	RIFLE RECEIVER TRIGGER GASKET
Remington Arms Company, LLC	7,810,271	MODULAR RIFLE SYSTEMS AND METHODS

(3) RA Brands, LLC

UNITED STATES PATENTS:

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
RA Brands LLC	6,256,918	FIRING PIN LOCKING ASSEMBLY FOR A SEMI-AUTOMATIC HANDGUN
RA Brands LLC	6,341,442	DOUBLE ACTION PISTOL
RA Brands LLC	6,381,892	DOUBLE ACTION PISTOL
RA Brands LLC	6,415,702	DOUBLE ACTION SEMI-AUTOMATIC HANDGUN
RA Brands LLC	6,557,288	COMPACT GOVERNMENT MODEL HANDGUN
RA Brands LLC	D 562,931	HANDGUN GRIP
RA Brands LLC	7,530,191	SEMI-AUTOMATIC HANDGUN, MAGAZINE, AND FOLLOWER

RA Brands LLC	6,519,888	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,141,896	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,173,518	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,804,906	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	6,694,659	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	6,293,040	INTERCHANGEABLE WEAPON RECEIVER FOR ALTERNATE AMMUNITION
RA Brands LLC	D584,786	SILENCER TUBE WITH REDUCED PROFILE
RA Brands LLC	D577,409	FLASH HIDER
RA Brands LLC	7,610,710	INTERRUPTED THREAD MOUNT PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR OR OTHER AUXILIARY DEVICE TO A FIREARM
RA Brands LLC	D598,066	BLACK BOX PROFILE
RA Brands LLC	D582,502	TUBE FOR A RIFLE SILENCER
RA Brands LLC	D591,382	SILENCER TUBE PROFILE
RA Brands LLC	7,905,171	NOISE REDUCING BOOSTER INSERT
RA Brands LLC	7,588,122	ORIENTATION APPARATUS FOR ECCENTRIC FIREARM

		NOISE SUPPRESSOR AND ASSEMBLY METHOD
RA Brands LLC	7,905,170	FLASH SUPPRESSOR
RA Brands LLC	D584,787	NOISE SUPPRESSOR TUBE
RA Brands LLC	D577,410	BLACKOUT FLASH HIDER
RA Brands LLC	7,600,606	SILENCER TUBE WITH INTERNAL STEPPED PROFILE
RA Brands LLC	7,987,944	FIREARM SOUND SUPPRESSOR BAFFLE
RA Brands LLC	7,891,282	BOOSTER FOR HANDGUN SILENCERS
RA Brands LLC	D582,503	SILENCER TUBE
RA Brands LLC	D585,518	SILENCER TUBE
RA Brands LLC	7,610,992	METHOD OF ASSEMBLY FOR SOUND SUPPRESSORS
RA Brands LLC	7,926,404	GAS REGULATOR FLASH HIDER
RA Brands LLC	7,743,693	REDUNDANT LATCH SUPPRESSOR MOUNT
RA Brands LLC	7,789,009	OMNI INDEXING MOUNT PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR OR OTHER AUXILIARY DEVICE TO A FIREARM
RA Brands LLC	7,661,349	MULTIFUNCTIONAL FIREARM MUZZLE ATTACHMENT SYSTEM PRIMARILY FOR ATTACHING A NOISE

		SUPPRESSOR TO A FIREARM
RA Brands LLC	D610,221	FLASH HIDER
RA Brands LLC	7,587,969	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
RA Brands LLC	7,874,238	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
RA Brands LLC	8,096,222	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
RA Brands LLC	8,474,361	PROCESS TO PRODUCE A SILENCER TUBE WITH MINIMAL WALL THICKNESS
RA Brands LLC	9,057,574	THUMB SAFETY FOR MODEL 1911 HANDGUN
RA Brands LLC	5,706,598	MUZZLE LOADING GUN AND ADAPTOR
RA Brands LLC	9,921,019	GAS VENT FOR FIREARM
RA Brands LLC	10,151,546	SHOTGUN WITH MAGAZINE LOADING SYSTEM
RA Brands LLC	10,228,202	MAGAZINE WITH SPACERS FOR ACCOMMODATING MULTIPLE CALIBER AND/OR LENGTH ROUNDS
RA Brands LLC	10,254,063	ROTARY MAGAZINE WITH

		BOLT HOLD OPEN ASSEMBLY
RA Brands LLC	10,281,233	RECOIL REDUCER
RA Brands LLC	10,458,739	SILENCER BAFFLE ASSEMBLY
RA Brands LLC	10,480,883	SILENCER WITH IMPROVED MOUNT
RA Brands LLC	10,480,884	ADAPTER ASSEMBLY FOR FIREARM SILENCER

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
RA Brands, LLC	6,131,515	ELECTRIC PRIMER
RA Brands, LLC	5,806,226	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281)
RA Brands, LLC	5,987,798	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281A)
RA Brands, LLC	6,668,700	ACTUATOR ASSEMBLY
RA Brands, LLC	6,651,542	ACTUATOR ASSEMBLY
RA Brands, LLC	7,131,366	ACTUATOR ASSEMBLY
RA Brands, LLC	5,755,056	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM
RA Brands, LLC	RE38,794	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM

RA Brands, LLC	6,785,996	FIREARM ORIENTATION AND DROP SENSOR SYSTEM
RA Brands, LLC	7,188,444	FIREARM ORIENTATION AND DROP SENSOR SYSTEM
RA Brands, LLC	6,478,903	NON-TOXIC PRIMER MIX
RA Brands, LLC	5,646,367	CONDUCTIVE PRIMER MIX (RA-0272)
RA Brands, LLC	5,799,433	ROUND SENSING MECHANISM
RA Brands, LLC	6,240,670	LOCKING MECHANISM FOR FIREARMS
RA Brands, LLC	6,256,917	LOCKABLE SAFETY FOR FIREARMS
RA Brands, LLC	6,052,935	SHOTGUN CHOKE TUBE
RA Brands, LLC	6,256,921	ONE-PIECE SYNTHETIC UNDERCARRIAGE
RA Brands, LLC	6,427,372	ONE-PIECE SYNTHETIC UNDERCARRIAGE
RA Brands, LLC	6,189,431	SMALL CALIBER GUN BARREL
RA Brands, LLC	5,551,180	FIREARM BOLT LOCK MECHANISM
RA Brands, LLC	5,664,355	DETACHABLE AMMUNITION MAGAZINE
RA Brands, LLC	5,718,074	TRIGGER ASSEMBLY
RA Brands, LLC	5,684,268	LEAD-FREE PRIMER MIX
RA Brands, LLC	5,606,817	MUZZLE-LOADING FIREARMS

RA Brands, LLC	5,718,073	MUZZLE LOADING RIFLE
RA Brands, LLC	5,907,919	BARREL AND RECEIVER ASSEMBLY
RA Brands, LLC	5,917,143	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, LLC	6,691,623	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, LLC	5,755,052	MAGAZINE FOR RIMMED AMMUNITION
RA Brands, LLC	6,073,560	SABOT
RA Brands, LLC	5,918,401	BOLT ASSEMBLY COMPRISING EJECTION PORT COVER
RA Brands, LLC	6,612,062	CARRIER LOCKING DEVICE
RA Brands, LLC	6,742,298	CARRIER LOCKING DEVICE
RA Brands, LLC	5,872,323	GAS OPERATED FIREARM PISTON/PISTON SEAL ASSEMBLY
RA Brands, LLC	6,305,115	GEL RECOIL PAD
RA Brands, LLC	7,201,104	LEAD ATTACHED SABOT SLUG
RA Brands, LLC	8,128,766	BISMUTH-OXIDE PRIMER MIXTURE
RA Brands, LLC	7,814,695	COMPOSITE RECEIVER FOR FIREARMS
RA Brands, LLC	7,219,461	BOLT ASSEMBLY WITH LOCKING SYSTEM

RA Brands, LLC	7,775,149	ACTION RATE CONTROL SYSTEM
RA Brands, LLC	7,181,880	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS
RA Brands, LLC	7,866,079	MODULAR BARREL ASSEMBLY
RA Brands, LLC	7,059,078	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB
RA Brands, LLC	7,334,364	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB
RA Brands, LLC	7,143,537	FIRING PIN ASSEMBLY
RA Brands, LLC	7,516,570	FIRING PIN ASSEMBLY
RA Brands, LLC	7,047,685	FIRE CONTROL ADJUSTMENT SYSTEM
RA Brands, LLC	7,162,823	FIREARM STOCK CONNECTOR
RA Brands, LLC	7,533,598	SHELL STRIPPER ASSEMBLY
RA Brands, LLC	8,112,930	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES
RA Brands, LLC	8,065,949	GAS-OPERATED FIREARM
RA Brands, LLC	7,941,955	PIVOTING, NON-DETACHABLE MAGAZINE

RA Brands, LLC	7,946,214	GAS SYSTEM FOR FIREARMS
RA Brands, LLC	8,109,194	CLAMPED GAS BLOCK FOR BARREL
RA Brands, LLC	8,109,025	TRIGGER ENGAGEMENT LINK FOR FIREARM
RA Brands, LLC	D598,516	BARREL
RA Brands, LLC	8,061,260	GAS PLUG RETENTION AND REMOVAL DEVICE
RA Brands, LLC	6,272,993	ELECTRIC PRIMER (RA-0290A)
RA Brands, LLC	6,487,972	ELECTRIC PRIMER
RA Brands, LLC	6,892,647	LEAD FREE POWDERED METAL PROJECTILES
RA Brands, LLC	7,107,715	BOLT ASSEMBLY WITH LOCKING SYSTEM

RA Brands, LLC	8,597,455	BISMUTH-OXIDE PRIMER COMPOSITION
RA Brands, LLC	13/348,349	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES
RA Brands, LLC	9,052,174	TIPPED PROJECTILES
Remington Arms Company LLC	8,522,465	MODULAR FIREARM SYSTEM
RA Brands, LLC	D661364	GAS BLOCK
RA Brands LLC	9,239,203	MODULAR FIREARM SYSTEM

RA Brands, LLC	8,539,708	BARREL MOUNTING AND RETENTION MECHANISM
RA Brands, LLC	8,418,393	MAGAZINE CAP RETENTION SYSTEM
RA Brands, LLC	D685873	RECOIL REDUCER
RA Brands, LLC	8,733,009	MAGAZINE CUTOFF
RA Brands, LLC	8,261,667	LEAD ATTACHED SABOT SLUG
RA Brands, LLC	8,784,583	PRIMING MIXTURES FOR SMALL ARMS
RA Brands, LLC	8,250,964	GAS SYSTEM FOR FIREARMS
RA Brands, LLC	8,220,393	WAD WITH IGNITION CHAMBER
RA Brands, LLC	8,726,557	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS
RA Brands LLC	6,070,512	HANDGUN AND METHOD OF OPERATING HANDGUN
RA Brands LLC	6,385,887	MUZZLE LOADING FIREARM AND ADAPTOR
RA Brands LLC	7,322,143	SEMI-AUTOMATIC HANDGUN
RA Brands LLC	7,587,851	RECEIVER GASKET
RA Brands LLC	8,011,128	APPARATUS AND METHOD OF USE FOR UNIFORM MUZZLE LOADING
Remington Arms Company LLC	8,429,844	MODULAR FIREARM STOCK SYSTEM

RA Brands LLC	8,272,306	ADJUSTABLE SILENCER BOOSTER WITH SPOKED PISTON ENGAGEMENT SHOULDER
RA Brands LLC	8,387,299	RECOIL BOOSTER FOR FIREARM SOUND SUPPRESSORS
RA Brands LLC	8,424,441	FIREARM SUPPRESSOR BOOSTER SYSTEM
RA Brands LLC	8,443,712	GAS-OPERATED FIREARM
RA Brands LLC	8,579,075	BLACKOUT SILENCER
RA Brands LLC	8,597,445	BISMUTH OXIDE PRIMER COMPOSITION
RA Brands LLC	8,713,834	REINFORCEMENT CLIP FOR USE WITH A FIREARM MAGAZINE
RA Brands LLC	8,782,943	QUICK DETACH BARREL MOUNTING SYSTEM
RA Brands LLC	8,800,422	BOLT ASSEMBLY FOR FIREARMS
RA Brands LLC	8,800,449	WAD WITH IGNITION CHAMBER
RA Brands LLC	8,844,185	BUTTSTOCK ASSEMBLY
RA Brands LLC	8,850,735	UPPER RECEIVER AND HAND GUARD WITH CABLE ROUTING GUIDE
RA Brands LLC	8,887,426	ELASTOMERIC EXTRACTOR MEMBER

RA Brands LLC	8,887,616	AUTO REGULATING GAS SYSTEM FOR SUPPRESSED WEAPONS
RA Brands LLC	8,931,137	BUSHING FOR A FIREARM GRIP SCREW
RA Brands LLC	8,950,313	SELF REGULATING GAS SYSTEM FOR SUPPRESSED WEAPONS
RA Brands LLC	9,057,572	FIREARM EXTRACTION SYSTEM
RA Brands LLC	9,097,475	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands LLC	9,212,856	GAS CUT-OFF SYSTEM FOR FIREARMS
RA Brands LLC	9,234,717	QUICK DETACH BARREL MOUNTING SYSTEM
RA Brands LLC	9,297,609	FIREARM WITH FORWARD GRIP ATTACHMENT SYSTEM
RA Brands LLC	9,328,981	SELF REGULATING GAS SYSTEM FOR SUPPRESSED WEAPONS
RA Brands LLC	9,347,719	REPLACEABLE FEED RAMP
RA Brands LLC	9,383,149	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands LLC	9,383,154	GAS VENT FOR FIREARM

RA Brands LLC	9,410,764	BUTTSTOCK ASSEMBLY
RA Brands LLC	9,417,019	FIRE CONTROL FOR AUTO-LOADING SHOTGUN
RA Brands LLC	9,464,865	HAND GUARD INSTALLATION MECHANISM
RA Brands LLC	9,500,423	METHOD AND MECHANISM FOR AUTOMATIC REGULATION OF GAS FLOW WHEN MOUNTING A SUPPRESSOR TO A FIREARM
RA Brands LLC	9,500,453	WAD WITH IGNITION CHAMBER
RA Brands LLC	9,506,710	MODULAR SILENCER SYSTEM
RA Brands LLC	9,506,731	MULTIPLE PROJECTILE FIXED CARTRIDGE
RA Brands LLC	9,534,876	PROJECTILE AND MOLD TO CAST PROJECTILE
RA Brands LLC	9,562,730	REPLACEABLE FEED RAMP
RA Brands LLC	9,658,019	SILENCER AND MOUNTING SYSTEM
RA Brands LLC	9,746,267	MODULAR SILENCER
RA Brands LLC	9,778,002	SHOT CUP WAD
RA Brands LLC	9,816,768	GAS-OPERATED FIREARM WITH PRESSURE

		COMPENSATING GAS PISTON
RA Brands LLC	D,702,792	FIREARM
RA Brands LLC	D,702,793	FIREARM
RA Brands LLC	D666883	ARMORERS TOOL
RA Brands LLC	D704294	BUTTSTOCK
RA Brands LLC	D715,885	PORTION OF A FIREARM HANDGUARD
RA Brands LLC	D716403	FIREARM STOCK
RA Brands LLC	D738,982	PORTION OF A FLASH SUPPRESSOR FOR A FIREARM
RA Brands LLC	D741,978	PORTION OF A FIREARM HANDGUARD
RA Brands LLC	D744058	TARGET
RA Brands LLC	D747773	PORTION OF A TARGET
RA Brands LLC	D750,727	PORTION OF A TARGET
RA Brands LLC	D750192	PORTION OF A FIREARM HANDGUARD

US Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
RA Brands LLC	15/816,085	GAS OPERATING SYSTEM WITH EXHAUST SYSTEM

RA Brands LLC	15/233,477	FIRE CONTROL FOR AUTO-LOADING SHOTGUN
RA Brands, LLC	62/845,579	FIRE CONTROL SYSTEM FOR FIREARMS
RA Brands, LLC	62/849,551	HINGE ASSEMBLY FOR A MOVEABLE FIREARM BUTTSTOCK
RA Brands, L.L.C.	16/040,112	SHOTGUN WITH MAGAZINE LOADING SYSTEM
RA Brands, L.L.C.	16/141,543	MOUNTING AND ATTACHMENT ASSEMBLY FOR FIREARM MUZZLE ACCESSORIES
RA Brands, LLC	16/378,010	ROTARY MAGAZINE WITH BOLT HOLD OPEN ASSEMBLY

UNITED STATES COPYRIGHTS

(1) Remington Arms Distribution Company, LLC: None

(2) Remington Arms Company, LLC:

Reg. No.	Published	Registered	Description
TX-5-852-739	May 20, 2002	August 1, 2002	The Remington Guide to Shotgun Basics.
VA-1-167-453	July 1, 2001	June 11, 2002	Remington Artwork (3 CD-ROMs)

(3) RA Brands, L.L.C.

Reg. No.	Published	Registered	Description
TX-4-508-826	December 1, 1996	April 8, 1997	Remington Arms Company, Inc.: a Vision for American Industrial Enterprise”
TX-4-623-182	April 30, 1996	March 25, 1998	Remington Country
TX-5-502-022	April 1, 2001	April 10, 2001	www.remington.com
TX-5-549-172	July 1, 2001	July 13, 2001	www.remington.com: July 2000
TX-5-594-362	August 1, 2002	August 15, 2002	www.remington.com: 08/01/02
TX-5-629-853	September 18, 2001	November 2, 2001	Remington Arms Guide to Shooting and Hunting Safety
TX-5-629-854	October 1, 2001	October 31, 2001	www.remington.com
VA-846-724	June 13, 1994	April 3, 1997	Fish logo
VAU-114-907	N/A	August 11, 1987	Remington Marsh Grass
GP99,836	April 11, 1975	July 11, 1975	“PETERS BLUE BELT AWARD BELT BUCKLE”
H64,178	March 16, 1976	April 9, 1976	“CANADIAN GEESE IN FLIGHT”
K222,150	August 4, 1971	September 16, 1971	“KNOW YOUR DUCKS” POSTER
K226,376	July 28, 1972	September 26, 1972	“KNOW YOUR UPLAND GAME BIRDS” POSTER
K231,173	August 27, 1973	October 4, 1973	“KNOW YOUR BIG GAME OF NORTH AMERICA” POSTER
GP95,854	August 16, 1974	September 10, 1974	“REMINGTON'S BELT BUCKLE FOR 75 TH ANNIVERSARY OF GRAND AMERICAN HANDICAP”
GP99,826	February 24, 1975	July 10, 1975	“PETERS LONG RUN AWARD BELT BUCKLE”

Reg. No.	Published	Registered	Description
GP99,827	February 24, 1975	July 10, 1975	“PETERS HIGH GUN TROPHY BELT BUCKLE”
GP99,828	June 25, 1975	July 10, 1975	“PETERS GOLDEN DUCK BELT BUCKLE”
AA186,575		August 3, 1979	“ILLUSTRATED SKEET FUNDAMENTALS”
A215,733			“THE MANUAL OF SPORTING AMMUNITION”
A249,243			“REMINGTON ARMS IN AMERICAN HISTORY”
A369,076	April 20, 1972	September 20, 1972	“OUTDOOR TIPS”
A461,872	April 20, 1973	June 8, 1973	“REMINGTON ARMS IN AMERICAN HISTORY”

CANADIAN COPYRIGHTS AND INDUSTRIAL DESIGNS

(1) Remington Arms Distribution Company, LLC: None

(2) Remington Arms Company, LLC: None

(3) RA Brands, L.L.C.

Industrial Designs :

Country	Title	Serial No.	Owner
Canada	BUTTSTOCK	50133	RA BRANDS, L.L.C.

(4) Remington Outdoor Company, Inc.: None

DOMAIN NAMES

Domain Name	Account No.	Points To	Expiration Date	Account Holder
myremingtoncountry.com	2104 3774	Under Construction Page	3/24/2022	Remington Arms Company, Inc.
nesikafirearms.com	2104 3774	ns1.supercp.com ns2.supercp.com ns3.supercp.com	8/6/2020	Remington Arms Company, Inc.
outdoorserviceco.com	2104 3774	ADNS Services	8/11/2020	Remington Arms Company, Inc.

outdoorsroadmap.org	2104 3774	Under Construction Page	11/17/ 2022	Remi ngton Arms Comp any, Inc.
pantherarms.com	2104 3774	ADNS Services	4/9/20 25	Remi ngton Arms Comp any, Inc.
para-usa.com	2104 3774	ns1.supercp.com ns2.supercp.com	1/19/2 022	Remi ngton Arms Comp any, Inc.
paraord.com	2104 3774	Under Construction Page	10/10/ 2022	Remi ngton Arms Comp any, Inc.
parkergun.com	2104 3774	ns1.supercp.com ns2.supercp.com ns3.s upercp.com	12/20/ 2020	Remi ngton Arms Comp any, Inc.
r1816f.org	2104 3774	ADNS Services	1/8/20 23	Remi ngton Arms Comp any, Inc.
remington-catalog.com	2104 3774	ns1.supercp.com ns2.supercp.com	11/26/ 2022	Remi ngton Arms Comp any, Inc.
remington-coop.com	2104 3774	Under Construction Page	5/10/2 021	Remi ngton Arms Comp

				any, Inc.
remington-guns.com	2104 3774	ADNS Services	7/2/20 20	Remington Arms Company, Inc.
remington.com	2104 3774	ADNS Services	3/14/2 023	Remington Arms Company, Inc.
remington.info	2104 3774	Under Construction Page	8/1/20 20	Remington Arms Company, Inc.
remington700.com	2104 3774	ns2.mediatemple.net ns1.mediatemple.net	12/23/ 2022	Remington Arms Company, Inc.
remingtonairgun.com	2104 3774	ADNS Services	8/28/2 022	Remington Arms Company, Inc.
remingtonairguns.com	2104 3774	ADNS Services	1/7/20 21	Remington Arms Company, Inc.
remingtonarmericanbirdhunt.com	2104 3774	Under Construction Page	10/2/2 024	Remington Arms Company, Inc.
remingtonarms.biz	2104 3774	Under Construction Page	9/17/2 020	Remington

				Arms Company, Inc.
remingtonarms.info	2104 3774	Under Construction Page	9/17/2020	Remington Arms Company, Inc.
remingtonarms.net	2104 3774	ns1.supercp.com ns2.supercp.com ns3.supercp.com	9/17/2020	Remington Arms Company, Inc.
remingtonarms.org	2104 3774	Under Construction Page	9/17/2020	Remington Arms Company, Inc.
remingtonarmscompanyinc.biz	2104 3774	Under Construction Page	9/17/2020	Remington Arms Company, Inc.
remingtonarmscompanyinc.com	2104 3774	Under Construction Page	9/17/2020	Remington Arms Company, Inc.
remingtonarmscompanyinc.info	2104 3774	Under Construction Page	9/17/2020	Remington Arms Company, Inc.
remingtonarmscompanyinc.net	2104 3774	Under Construction Page	9/17/2020	Remington Arms Company, Inc.

remingtonarmscompanyinc.org	2104 3774	Under Construction Page	9/17/2020	Remington Arms Company, Inc.
remingtonbirdhunt.com	2104 3774	ADNS Services	10/2/2024	Remington Arms Company, Inc.
remingtonboxorder.com	2104 3774	ns1.supercp.com ns2.supercp.com	8/16/2020	Remington Arms Company, Inc.
remingtoncampcooking.com	2104 3774	ADNS Services	4/11/2023	Remington Arms Company, Inc.
remingtonchristmas.com	2104 3774	Under Construction Page	12/3/2020	Remington Arms Company, Inc.
remingtoncoop.com	2104 3774	ns1.supercp.com ns2.supercp.com	5/10/2021	Remington Arms Company, Inc.
remingtoncountrystore.com	2104 3774	ADNS Services	5/9/2025	Remington Arms Company, Inc.
remingtoncustom.com	2104 3774	ADNS Services	7/3/2022	Remington Arms Company

				any, Inc.
remingtoncustomshop.com	2104 3774	Web Forwarding	5/18/2023	Remington Arms Company, Inc.
remingtoncutlery.biz	2104 3774	Under Construction Page	6/29/2020	Remington Arms Company, Inc.
remingtoncutlery.com	2104 3774	ADNS Services	6/29/2020	Remington Arms Company, Inc.
remingtoncutlery.info	2104 3774	Under Construction Page	6/29/2020	Remington Arms Company, Inc.
remingtoncutlery.net	2104 3774	Under Construction Page	6/29/2020	Remington Arms Company, Inc.
remingtoncutlery.org	2104 3774	Under Construction Page	6/29/2020	Remington Arms Company, Inc.
remingtondeer.com	2104 3774	Under Construction Page	12/3/2020	Remington Arms Company, Inc.
remingtondefense.com	2104 3774	ns1.supercp.com ns2.supercp.com	11/16/2024	Remington

				Arms Company, Inc.
remingtonducks.com	2104 3774	Under Construction Page	12/3/2020	Remington Arms Company, Inc.
remingtonfirearms.us	2104 3774	Under Construction Page	6/14/2022	Remington Arms Company, Inc.
remingtonfirearmsclassactionsettlement.com	2104 3774	ADNS Services	12/2/2020	Remington Arms Company, Inc.
remingtongamecalls.com	2104 3774	ADNS Services	1/22/2021	Remington Arms Company, Inc.
remingtongreatamerican.com	2104 3774	Under Construction Page	10/2/2024	Remington Arms Company, Inc.
remingtongreatamericanbirdhunt.com	2104 3774	Under Construction Page	10/2/2024	Remington Arms Company, Inc.
remingtonhandgun.com	2104 3774	ADNS Services	4/13/2023	Remington Arms Company, Inc.

remingtonhandgun.net	2104 3774	ns1.pendingrenewaldeletion.com ns2.p endingrenewaldeletion.com	Expire d on: 04/13/ 2020	Remi ngton Arms Comp any, Inc.
remingtonhandgun.org	2104 3774	ns1.pendingrenewaldeletion.com ns2.p endingrenewaldeletion.com	Expire d on: 04/13/ 2020	Remi ngton Arms Comp any, Inc.
remingtonhandguns.biz	2104 3774	ADNS Services	12/10/ 2022	Remi ngton Arms Comp any, Inc.
remingtonhandguns.co	2104 3774	ADNS Services	12/10/ 2022	Remi ngton Arms Comp any, Inc.
remingtonhandguns.com	2104 3774	ADNS Services	4/13/2 023	Remi ngton Arms Comp any, Inc.
remingtonhandguns.net	2104 3774	ADNS Services	12/10/ 2022	Remi ngton Arms Comp any, Inc.
remingtonhandguns.org	2104 3774	ADNS Services	12/10/ 2022	Remi ngton Arms Comp any, Inc.
remingtonhandguns.us	2104 3774	ADNS Services	12/10/ 2022	Remi ngton Arms Comp

				any, Inc.
remingtonhomedefense.com	2104 3774	Web Forwarding	5/19/2025	Remington Arms Company, Inc.
remingtonle.com	2104 3774	ns1.supercp.com ns2.supercp.com	7/13/2022	Remington Arms Company, Inc.
remingtonmil.com	2104 3774	Under Construction Page	10/12/2024	Remington Arms Company, Inc.
remingtonmilitary.com	2104 3774	ns1.supercp.com ns2.supercp.com	1/12/2023	Remington Arms Company, Inc.
remingtonnewsletter.com	2104 3774	ns1.exacttarget.com ns2.exacttarget.com	6/11/2024	Remington Arms Company, Inc.
remingtonoutdoor.info	2104 3774	ADNS Services	11/15/2022	Remington Arms Company, Inc.
remingtonoutdoorco.biz	2104 3774	ADNS Services	6/12/2020	Remington Arms Company, Inc.
remingtonoutdoorco.co	2104 3774	ADNS Services	6/12/2020	Remington

				Arms Comp any, Inc.
remingtonoutdoorco.com	2104 3774	ADNS Services	6/12/2 023	Remi ngton Arms Comp any, Inc.
remingtonoutdoorco.info	2104 3774	ADNS Services	6/12/2 020	Remi ngton Arms Comp any, Inc.
remingtonoutdoorco.net	2104 3774	ADNS Services	6/12/2 020	Remi ngton Arms Comp any, Inc.
remingtonoutdoorco.org	2104 3774	ADNS Services	6/12/2 020	Remi ngton Arms Comp any, Inc.
remingtonoutdoorco.us	2104 3774	ADNS Services	6/12/2 020	Remi ngton Arms Comp any, Inc.
remingtonoutdoorcompan y.biz	2104 3774	ADNS Services	6/12/2 020	Remi ngton Arms Comp any, Inc.
remingtonoutdoorcompan y.co	2104 3774	ADNS Services	6/12/2 023	Remi ngton Arms Comp any, Inc.

remingtonoutdoorcompany.com	2104 3774	ADNS Services	6/12/2023	Remington Arms Company, Inc.
remingtonoutdoorcompany.info	2104 3774	ADNS Services	6/12/2023	Remington Arms Company, Inc.
remingtonoutdoorcompany.net	2104 3774	ADNS Services	6/12/2023	Remington Arms Company, Inc.
remingtonoutdoorcompany.org	2104 3774	ADNS Services	6/12/2023	Remington Arms Company, Inc.
remingtonoutdoorcompany.us	2104 3774	ADNS Services	6/12/2023	Remington Arms Company, Inc.
remingtonpartsstore.com	2104 3774	ADNS Services	11/17/2024	Remington Arms Company, Inc.
remingtonrebates.com	2104 3774	Under Construction Page	12/20/2020	Remington Arms Company, Inc.
remingtonrepairs.com	2104 3774	ns1.supercp.com ns2.supercp.com	8/16/2020	Remington Arms Company

				any, Inc.
remingtonrewards.com	2104 3774	Web Forwarding	12/6/2020	Remington Arms Company, Inc.
remingtonshootingschool.com	2104 3774	ADNS Services	7/13/2020	Remington Arms Company, Inc.
remingtonsucks.com	2104 3774	ADNS Services	7/25/2020	Remington Arms Company, Inc.
remingtonturkey.com	2104 3774	Under Construction Page	12/3/2020	Remington Arms Company, Inc.
remingtonwaterfowl.com	2104 3774	Under Construction Page	12/3/2020	Remington Arms Company, Inc.
remlink.com	2104 3774	ADNS Services	8/29/2020	Remington Arms Company, Inc.
rempac.org	2104 3774	ADNS Services	12/20/2020	Remington Arms Company, Inc.
thebest1911.com	2104 3774	Under Construction Page	1/19/2022	Remington

				Arms Comp any, Inc.
theremington700.com	2104 3774	ns2.mediatemple.net ns1.mediatemple. net	6/15/2 022	Remi ngton Arms Comp any, Inc.

Section 1.5(a)
Executory Contracts

1. Preferred Vendor Agreement (With Trademark License), made September 1, 2015, by and between Ducks Unlimited, Inc. and Remington Arms Company, LLC.
2. Copyright and Trademark License Agreement, made August 10, 2011, by and between Haas Outdoors, Inc. (a.k.a. Mossy Oak Brand Camo) and Remington Arms Company, LLC (as Licensee). Amendment executed November 1, 2015 to amend Schedule A.
3. License Agreement, made July 23, 2006, by and between Jordan Outdoor Enterprises, Ltd. and Remington Arms Company Inc. (as Licensee).
4. License Agreement, made July 23, 2009, by and between Jordan Outdoor Enterprises, Ltd. and Remington Arms Company Inc. (as Licensee) and related Manufacturer Terms, Restrictions and Conditions, by and between Jordan Outdoor Enterprises, Ltd. and Remington Arms Company Inc.
5. Ambidextrous Magazine Catch Manufacturing License Agreement, made November 23, 2011, by and between Norgon LLC and Remington Arms Company, LLC.
6. Trademark License Agreement, made July 12, 2018, by and between Veil Camo LLC and Remington Arms Company, LLC and affiliates.
7. Trademark License Agreement, made March 19, 2015, by and between RA Brands, L.L.C. and Ashgrove Marketing Ltd. (as Licensee).
8. Trademark License Agreement, made January 1, 2006, by and between RA Brands, L.L.C. and The Allen Company (as Licensee), as amended.
9. Trademark License Agreement, made April 2, 2014, by and between RA Brands, L.L.C. and AVT Leather Inc. (as Licensee), as amended.
10. Trademark License Agreement, made January 18, 2017, by and between RA Brands, L.L.C. and Buck Knives Inc. (as Licensee).
11. Exclusive Trademark License Agreement, made March 19, 2015, by and between RA Brands, L.L.C. and Ashgrove Marketing Ltd. (as Licensee).
12. Trademark License Agreement, made January 18, 2017, by and between RA Brands, L.L.C. and Coastal Pet Products, Inc. (as Licensee), as amended.
13. Trademark License Agreement, made January 18, 2016, by and between RA Brands, L.L.C. and its affiliates and Crosman Corporation (as Licensee).
14. Trademark License Agreement, made January 1, 2015, by and between RA Brands, L.L.C. and Desperate Enterprises, Inc. (as Licensee), as amended.
15. Trademark License Agreement, made November 5, 2019, by and between RA Brands, L.L.C. and Gator Cases Inc. (as Licensee).
16. Trademark License Agreement, made May 17, 2012, by and between RA Brands, L.L.C. and Hi-Performance Designs, Inc. (as Licensee), as amended.

17. Trademark License Agreement, made January 1, 2020, by and between RA Brands, L.L.C. and IRIS USA Inc. (as Licensee), as amended.
18. Trademark License Agreement, made May 22, 2012, by and between RA Brands, L.L.C. and Open Roads Brands, LLC (as Licensee), as amended.
19. Trademark License Agreement, made July 1, 2009, by and between RA Brands, L.L.C. and Outdoor Cap Company, Inc. (as Licensee), as amended.
20. Trademark License Agreement, made December 1, 2014, by and between RA Brands, L.L.C. and PEM America Company (as Licensee), as amended.
21. Trademark License Agreement, made October 14, 2016, by and between RA Brands, L.L.C. and L R Nash (SMK) LTD (as Licensee).
22. Trademark License Agreement, made March 29, 2017, by and between RA Brands, L.L.C. and Radiator Specialty Company DBA RSC Chemical Solutions (as Licensee).
23. Trademark License Agreement, made March 16, 2020, by and between RA Brands, L.L.C. and Southern Fried Cotton (as Licensee).
24. Trademark License Agreement, made September 1, 2015, by and between RA Brands, L.L.C. and Top Promotions, Inc. (as Licensee).
25. Trademark License Agreement, made January 1, 2017, by and between RA Brands, L.L.C. and P.L. Austin, Inc. d/b/a Vintage Editions (as Licensee), as amended.
26. Remington Arms – Remington Products Agreement, dated January 19, 1987, as amended, modified or supplemented from time to time.

Section 1.5(b)

Estimated Cure Amount

#	Category	Relates Primarily to	Location / Function	Contract Counter Party	Services Provided	Type	Inception Date	Expiration Date	AP Amount as of 7/27/20 ⁽¹⁾	Barnes Only AP Amount as of 7/27/20 ⁽¹⁾
69	Corporate	Corporate	Licensing	Buck Knives	Licensing - Outbound	Contract	01/18/17	12/31/20	-	-
70	Corporate	Corporate	Licensing	Coastal Pet	Licensing - Outbound	Contract	01/18/17	12/31/21	1,341	-
71	Corporate	Corporate	Licensing	Crosman / Velocity Outdoor	Licensing - Outbound	Contract	12/17/16	12/31/25	-	-
72	Corporate	Corporate	Licensing	Gator Cases 4	Licensing - Outbound	Contract	12/05/19	12/31/24	-	-
73	Corporate	Other Firearms	Licensing	Haas Outdoors (Mossy Oak)	Licensing - Inbound	Contract	08/08/11	(See Footnote 4)	1,252	-
75	Corporate	Other Firearms	Licensing	Jordan Outdoor (Realtree)	Licensing - Inbound	Contract	07/23/06	(See Footnote 4)	12,935	-
78	Corporate	Corporate	Licensing	Spectrum / Remington Products, Inc.	Intellectual Property Licensing Agreement	Contract	12/5/1986	(See Footnote 4)	-	-
79	Corporate	Corporate	Licensing	VEIL CAMO LLC	Licensing - Inbound	Contract	7/12/2018	(See Footnote 4)	-	-

Section 4.1(g)
Intellectual Property

1. The items set forth on Schedules 1.1(b), 1.1(c) and 1.5(a) are incorporated herein by reference.

Section 11.1(a)
Business Names / Tradenames

1. Remington Brands



2.

3. REM

4. REM ALL IN

5. REM DRI

6. REMINGTON

7.

Remington
Remington

8. REMINGTON COUNTRY

9. REMINGTON COUNTRY (design)

10. REMINGTON HTP HIGH TERMINAL PERFORMANCE REMINGTON UMC

11. REMINGTON HYPERSONIC



12.

13. R-P



14.

15. RP

16.

Remington

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Australia	00130 REMINGTON (Stylized and Underlined)	Unknown 04-Jun-1978	18407 04-Jun-1999	Registered 04-Jun-2029
	Classes: 13 Int. Images/Links: Goods: Rifles and guns			
Benelux	00137 REMINGTON	25648 23-Dec-1991	98650 23-Dec-1991	Registered 23-Dec-2021
	Classes: 07 Int., 08 Int. Images/Links: Goods: Powered chain saws (gasoline, pneumatic or electric), concrete rubbing machines, concrete vibrators, power trailers, concrete screeds, cut-off saws and sail grinders, drills, screwdrivers, put setters, impact wrenches, grinders, sanders and circular saws, terrazzo grinders, flexible shaft grinders, sanders, polishers, brushes, parts, accessories and attachments for the aforesaid tools including chain saw guide bars, chain saw sprockets, saw chains, flexible shafts, spindles and electric motors but not included wheels, blades, discs and similar devices which are abrasive coated; powder actuated stud drivers, hole punchers, livestock stunning tools and 8 gauge industrial kiln guns, their parts, accessories and devices including studs, pins and mechanically held expansion bolts (not included in other classes); Hand manipulated chain saws, concrete vibrators, power trailers, concrete screeds, cut-off saws and sail grinders, drills, screwdrivers, put setters, impact wrenches, grinders, sanders and circular saws, terrazzo grinders, flexible shaft grinders, sanders, polishers, brushes, parts, accessories and attachments for the aforesaid tools including chain saw guide bars, chain saw sprockets, saw chains, flexible shafts, spindles and electric motors but not included wheels, blades, discs and similar devices which are abrasive coated; powder actuated stud drivers, hole punchers, livestock stunning tools and 8 gauge industrial kiln guns, their parts, accessories and devices including studs, pins and mechanically held expansion bolts (not included in other classes)			
Bolivia	00110 REMINGTON	Unknown 09-Feb-1996	65258-A 09-Feb-1996	Registered 28-Sep-2025
	Classes: 13 Int. Images/Links: Goods: Gunpowder and explosives for all use, including industrial use, fireworks, cartridges, projectiles and firearms and war material in general			
Canada	REM0235 ACR	1,471,923 26-Feb-2010	TMA826,670 20-Jun-2012	Registered 20-Jun-2027
	Classes: 13 Int. Images/Links: Goods: Firearms			

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Canada	REM0192 ARMORLOKT	1,412,769 24-Sep-2008	TMA805,337 26-Aug-2011	Registered 26-Aug-2026
<p>Classes: 02 Int.</p> <p>Images/Links:</p> <p>Goods: Protective coating in the nature of a polymer sealant used to improve resistance to wear and marring for exterior use on firearms</p>				
Canada	REM0249 BACR	1,478,549 16-Apr-2010	TMA849,550 26-Apr-2013	Registered 26-Apr-2028
<p>Classes: 13 Int.</p> <p>Images/Links:</p> <p>Goods: Firearms</p>				
Canada	REM0094 BULLET DESIGN	1,256,899 02-May-2005	TMA701,604 23-Nov-2007	Registered 23-Nov-2022
<p>Classes: 08 Int.</p> <p>Images/Links:</p> <p>Goods: Cutlery, namely, knives</p>				
Canada	REM0138 CUSTOM CARRY	1,319,822 03-Oct-2006	TMA720,656 12-Aug-2008	Registered 12-Aug-2023
<p>Classes: 08 Int.</p> <p>Images/Links:</p> <p>Goods: Hunting knives; pocket knives</p>				

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Canada	REM0140 ELITE HUNTER	1,319,824 03-Oct-2006	TMA730,154 04-Dec-2008	Registered 04-Dec-2023
Classes: 08 Int. Images/Links: Goods: Hunting knives; pocket knives				
Canada	REM0265 ERPC	1,488,425 02-Jul-2010	TMA814,526 21-Dec-2011	Registered 21-Dec-2026
Classes: 13 Int. Images/Links: Goods: Firearms				
Canada	REM0141 EXCURSION	1,319,825 03-Oct-2006	TMA733,840 03-Feb-2009	Registered 03-Feb-2024
Classes: 08 Int. Images/Links: Goods: Hunting knives; pocket knives				
Canada	REM0125 F.A.S.T.	1,296,267 24-Mar-2006	TMA759,472 15-Feb-2010	Registered 15-Feb-2025
Classes: 08 Int. Images/Links: Goods: Cutlery, namely, knives				
Canada	REM0126 FAST ACTION SOFT TOUCH	1,296,266 24-Mar-2006	TMA759,917 19-Feb-2010	Registered 19-Feb-2025
Classes: 08 Int. Images/Links: Goods: hunting knives and pocket knives				
Canada	REM0139 ECHO	1,319,823 03-Oct-2006	TMA720,267 05-Aug-2008	Registered 05-Aug-2023
Classes: 08 Int. Images/Links: Goods: Knives, namely, tactical knives				

Client: RA Brands, L.L.C.

Canada	REM0218	1,455,976	TMA867,719	Registered
	HANDI GRIP	14-Oct-2009	19-Dec-2013	19-Dec-2028

Classes: 13 Int.

Images/Links:

Goods: Component of firearms, namely, buttstocks

Canada	REM0644			Unfiled
	MODEL 700			

Classes:

Images/Links:

Goods:

Canada	REM0647			Unfiled
	MODEL 870			

Classes:

Images/Links:

Goods:

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Canada	REM0281 PARDNER	062059100 02-Dec-1988	TMA361,998 03-Nov-1989	Registered 03-Nov-2029
	Classes: 13 Int. Images/Links: Goods: Shotguns			
Canada	00507 R (Stylized)	856634 22-Sep-1997	TMA497,716 24-Jul-1998	Registered 24-Jul-2028
	Classes: 25 Nat. Images/Links: Goods: Clothing, namely, hats and shirts			
Canada	REM0070 REM DRI	1,226,643 06-Aug-2004	TMA683,782 15-Mar-2007	Registered 15-Mar-2022
	Classes: 01 Nat. Images/Links: Goods: Dehumidifying desiccants for gun safes, gun cabinets, and gun closets			
Canada	00434 REMINGTON	784,789 09-Jun-1995	TMA468,948 17-Jan-1997	Registered 17-Jan-2027
	Images/Links: Goods: Bed throws Classes: 25 Int			

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Canada	REM0294 REMINGTON	1,498,478 21-Sep-2010	TMA875,652 14-Apr-2014	Registered 14-Apr-2029
Classes: 25 Int.				
Images/Links:				
Goods: Clothing, namely, pants, shorts, T-shirts, sweatshirts, jackets, parkas, rainwear, hunting vests, shooting vests, safety vests for camouflage and reflective safety vests; moisture management shirts and thermal bottoms; gloves and mittens; hats; balaclavas and face masks for hunting and outdoor recreation; neck gaiters; bandanas; belts; clothing, namely, pants, jackets, moisture management shirts; shoes, namely hunting boots and hiking shoes				
Canada	REM0622 REMINGTON	1,626,427 13-May-2013	TMA907,567 30-Jun-2015	Registered 30-Jun-2030
Classes: 08 Int.				
Images/Links:				
Goods: Sporting knives not for household use				
Canada	00438 REMINGTON (Stylized)	785,727 21-Jun-1995	TMA489,314 04-Feb-1998	Registered 04-Feb-2028
Classes: 09 Nat., 28 Nat.				
Images/Links:				
Goods: Optical scopes or sights; Traps for throwing targets and archery products, namely bows, arrows, arrow rests, quivers and cases and accessories for the foregoing				
Canada	REM0032 REMINGTON (Stylized)	1,139,893 06-May-2002	TMA669,968 15-Aug-2006	Registered 15-Aug-2021
Classes: 00 Nat.				
Images/Links:				
Goods: (1) Nonmedicated grooming preparations for dogs, namely, shampoo, detangler, deburr spray, and skunk deodorizer; (2) Medicated grooming preparations for dogs, namely, flea & tick shampoo, flea & tick mists, flea & tick spot-on application, flea & tick dips, flea & tick foggers; first aid kits; veterinary medications for dogs, namely, dewormer tablets, dewormer paste, and canine acetylsalicylic acid and vitamins; (3) Grooming supplies for dogs, namely, nail clippers; (4) Dog training equipment, namely, whistles, call bells, dog training equipment, namely, electronic animal confinement systems comprising electric fencing using radio waves, and collars used in connection therewith; prerecorded videos on dog training; (5) Dog collars, dog leads and leashes, dog braces, harnesses and check cords; dog clothing; namely, boots, vests and sweaters; dog carriers; (6) Dog kennels and dog beds; (7) Grooming supplies for dogs, namely, brushes and combs; dog bowls; (8) Decoys for hunting and fishing; animal scent lures; hunting game calls				

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Canada	REM0071 REMINGTON (Stylized)	1,226,615 05-Aug-2004	TMA681,490 12-Feb-2007	Registered 12-Feb-2022
	Classes: 28 Int.			
	Images/Links:			
	Goods: Clay targets			
Canada	REM0110 REMINGTON (Stylized)	1,267,712 02-Aug-2005	TMA752,771 10-Nov-2009	Registered 10-Nov-2024
	Classes: 06 Int.			
	Images/Links:			
	Goods: Metal safes			
Canada	REM0087 REMTECH 2.0	1,249,289 25-Feb-2005	TMA717,940 04-Jul-2008	Registered 04-Jul-2023
	Classes: 25 Int.			
	Images/Links:			
	Goods: Clothing namely, knit shirts, shirts, sports shirts, t-shirts, tank tops, thermal underwear, underclothes, undergarments, undershirts, underwear			
Canada	REM0172 SHOOT LIKE A GIRL . . . IF YOU CAN !	1,360,858 15-Aug-2007	TMA784,901 14-Dec-2010	Registered 14-Dec-2025
	Classes: 13 Int.			
	Images/Links:			
	Goods: Firearms			

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Canada	REM0307 SOFT TECH	1,505,888 23-Nov-2010	TMA877,048 05-May-2014	Registered 05-May-2029
Classes: 13 Int.				
Images/Links:				
Goods: Recoil pads for firearms sold as an integral component of firearms; recoil pads for firearms				
Canada	REM0072 STS	1,226,616 05-Aug-2004	TMA681,491 12-Feb-2007	Registered 12-Feb-2022
Classes: 28 Int.				
Images/Links:				
Goods: Clay targets				
Canada	REM0609 SUPER CELL	1,624,976 01-May-2013	TMA899,946 30-Mar-2015	Registered 30-Mar-2030
Classes: 13 Int.				
Images/Links:				
Goods: Recoil pads				
Canada	REM0088 SWIFT-LOKT	1,249,290 25-Feb-2005	TMA698,747 17-Oct-2007	Registered 17-Oct-2022
Classes: 08 Int.				
Images/Links:				
Goods: Knives				

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Canada	REM0143 TANGO	1319827 03-Oct-2006	TMA750,646 20-Oct-2009	Registered 20-Oct-2024

Classes: 08 Int.

Images/Links:**Goods:** Knives, namely, hunting knives, pocket knives, and tactical knives

Canada	REM0180 THE VETERAN	1,371,651 05-Nov-2007	TMA753,455 18-Nov-2009	Registered 18-Nov-2024
--------	------------------------	--------------------------	---------------------------	---------------------------

Classes: 08 Int.

Images/Links:**Goods:** Cutlery, namely, hunting knives, pocket knives, and tactical knives

Canada	REM0084 TRINYTE	1,249,288 25-Feb-2005	TMA791,056 17-Feb-2011	Registered 17-Feb-2026
--------	--------------------	--------------------------	---------------------------	---------------------------

Classes: 02 Int.

Images/Links:**Goods:** Protective coating sold as an integral component of firearms, in the nature of an engineered metallurgical coating which is a combination of a base coat of plating with a top coat of a metal material applied by vapour transport process to improve corrosion resistance and resistance to wear and marring for exterior and interior use on firearms, excluding coil coatings

Canada	REM0221 VERSAMAX	1,455,975 14-Oct-2009	TMA834,026 10-Oct-2012	Registered 10-Oct-2027
--------	---------------------	--------------------------	---------------------------	---------------------------

Classes: 13 Int.

Images/Links:**Goods:** Firearms

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Canada	REM0288 VERSAPORT	1,495,594 31-Aug-2010	TMA826,341 14-Jun-2012	Registered 14-Jun-2027

Classes: 13 Int.

Images/Links:**Goods:** Component of firearms, namely, a gas operating system that regulates cycling pressure based on shell length

Canada	00622 VORTEX	1047991 24-Feb-2000	TMA555,666 19-Dec-2001	Registered 19-Dec-2031
--------	-----------------	------------------------	---------------------------	---------------------------

Classes: 28 Int.

Images/Links:**Goods:** Cleaning preparations for the cleaning and degreasing of mechanical assemblies, for gun barrels, gun parts and knives

Canada	REM0201 WINGMASTER	1,430,568 03-Mar-2009	TMA799,817 13-Jun-2011	Registered 13-Jun-2026
--------	-----------------------	--------------------------	---------------------------	---------------------------

Classes: 08 Int.

Images/Links:**Goods:** Multi-function hand tool for hunters comprised of knives and one or more of shears, gut hooks, saws, wrenches, screwdrivers, rulers, and lights

Canada	REM0134 WOODSMaster	1,299,774 30-Mar-2006	TMA774,728 17-Aug-2010	Registered 17-Aug-2025
--------	------------------------	--------------------------	---------------------------	---------------------------

Classes: 13 Int.

Images/Links:**Goods:** Firearms

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Canada	REM0144 ZULU	1319828 03-Oct-2006	TMA750,647 20-Oct-2009	Registered 20-Oct-2024
<p>Classes: 08 Int.</p> <p>Images/Links:</p> <p>Goods: Knives, namely, hunting knives, pocket knives, and tactical knives</p>				
China (People's Republic)	00152 REMINGTON	92011111 20-Mar-1992	630750 20-Feb-1993	Registered 19-Feb-2023
<p>Classes: 18 Int.</p> <p>Images/Links:</p> <p>Goods: Backpacks</p>				
Colombia	REM0398 MICRO-GROOVE	Unknown 11-May-1981	96068 11-May-1981	Registered 11-May-2021
<p>Classes:</p> <p>Images/Links:</p> <p>Goods:</p>				
Costa Rica	00157 REMINGTON	1900-2174308 12-Aug-1989	21743 12-Aug-1989	Registered 12-Aug-2029
<p>Classes: 07 Int.</p> <p>Images/Links:</p> <p>Goods: Powder actuated tools particularly arranged to drive or propel a driving penetrating or other element by explosion of a propellant charge driving and driven element,s generators, pumps, trowels, earth borers, flexible shafts, spindles and accessories and attachments for such tools</p>				
European Union (Community)	REM0616 1816	011704608 02-Apr-2013	011704608 13-Aug-2013	Registered 02-Apr-2023
<p>Classes: 25 Int.</p> <p>Images/Links:</p> <p>Goods: Clothing; button-down shirts; shirts; jackets; trousers; pants; polo shirts; scarves; shorts; sweaters; vests; footwear; boots; shoes; headgear; hats</p>				

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
European Union (Community)	REM0619 FIRST IN THE FIELD	011704558 02-Apr-2013	011704558 13-Aug-2013	Registered 02-Apr-2023
Classes: 25 Int.				
Images/Links:				
Goods: Clothing; button-down shirts; shirts; jackets; trousers; pants; polo shirts; scarves; shorts; sweaters; vests; footwear; boots; shoes; headgear; hats				
European Union (Community)	REM0296 REMINGTON	009391525 21-Sep-2010	009391525 21-Sep-2010	Registered 21-Sep-2020
Classes: 18 Int., 25 Int.				
Images/Links:				
Goods: Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery; bags; briefcases; shoulder bags; holdalls; rucksacks;duffel bags; ; Clothing; headgear; clothing, namely, pants, shorts, T-shirts, sweatshirts, jackets, parkas, rainwear, hunting vests, shooting vests, and safety vests; moisture management shirts and thermal bottoms; footwear; waders; gloves and mittens; hats; balaclavas and face masks for hunting and outdoor recreation; neck gaiters; bandanas; belts; suspenders; braces				
European Union (Community)	REM0623 REMINGTON	011803806 09-May-2013	011803806 09-May-2013	Registered 09-May-2023
Classes: 08 Int.				
Images/Links:				
Goods: Knives; hunting knives; knives for hobby use; pen knives; pocket knives				
Japan	REM0085 TRINYTE	2005-026685 28-Mar-2005	4909352 18-Nov-2005	Registered 18-Nov-2025
Classes: 02 Int.				
Images/Links:				
Goods: Protective coating for use in connection with firearms				

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Malaysia	00390 REMINGTON	95/03574 18-Apr-1995	95/03574 23-Aug-2002	Registered 18-Apr-2022

Classes: 25 Int.

Images/Links:

Goods: Firing trousers, jeans, vests, socks, gloves, hats, leather belts, sports uniforms, t-shirts, dress shirts, sport shirts, polo shirts, sweatshirts, undershirts, body shirts, short sleeve shirts, overcoats, short coats, raincoats, cloaks, jackets, parkas, shorts, sweatpants, track suits and slacks

Mexico	REM0617 1816	1361316 01-Apr-2013	1386669 30-Jul-2013	Registered 01-Apr-2023
--------	-----------------	------------------------	------------------------	---------------------------

Classes: 25 Int.

Images/Links:

Goods: Clothing, namely, button-down shirts, hats, shirts, jackets, pants, polo shirts, scarves, shirts, shorts, sweaters, and vests; boots and shoes

Mexico	REM0642 CLAW	1396967 26-Jul-2013	1440090 19-Mar-2014	Registered 26-Jul-2023
--------	-----------------	------------------------	------------------------	---------------------------

Classes: 04 Int.

Goods: Lubricant for firearms and outdoor sports and marine equipment; lubrication

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Mexico	REM0267 ERPC	1101716 02-Jul-2010	1176692 27-Aug-2010	Registered 02-Jul-2020

Classes: 13 Int.

Images/Links:

Goods: Firearms

Mexico	REM0618 FIRST IN THE FIELD	1361315 01-Apr-2013	1386668 30-Jul-2013	Registered 01-Apr-2023
--------	-------------------------------	------------------------	------------------------	---------------------------

Classes: 25 Int.

Images/Links:

Goods: Clothing, namely, button-down shirts, hats, shirts, jackets, pants, polo shirts, scarves, shirts, shorts, sweaters, and vests; boots and shoes

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Mexico	REM0548 LAREDO	1352370 26-Feb-2013	1368619 20-May-2013	Registered 26-Feb-2023
<p>Classes: 13 Int.</p> <p>Images/Links:</p> <p>Goods: Accessories for firearms, namely grips for pistols</p>				
Mexico	REM0549 LARIAT	1352371 26-Feb-2013	1368620 20-May-2013	Registered 26-Feb-2023
<p>Classes: 13 Int.</p> <p>Images/Links:</p> <p>Goods: Accessories for firearms, namely grips for pistols</p>				
Mexico	REM0646 MODEL 700			Unfiled
<p>Classes:</p> <p>Images/Links:</p> <p>Goods:</p>				

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Mexico	REM0649 MODEL 870			Unfiled

Classes:

Images/Links:

Goods:

Mexico	REM0665 NESIKA	1458267 18-Feb-2014	1462538 16-Jun-2014	Registered 18-Feb-2024
--------	-------------------	------------------------	------------------------	---------------------------

Classes: 13 Int.

Images/Links:

Goods: Firearms

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Mexico	REM0614 R DEFENSE Logo	1370230 02-May-2013	1388649 08-Aug-2013	Registered 02-May-2023

Classes: 13 Int.

Images/Links:



R DEFENSE LOGO Drawing

Goods: Firearms

Mexico	REM0295 REMINGTON	1120858 21-Sep-2010	1317867 03-Oct-2012	Registered 21-Sep-2020
--------	----------------------	------------------------	------------------------	---------------------------

Classes: 25 Int.

Images/Links:

Goods: Clothing, namely, pants, shorts, T-shirts, sweatshirts, jackets, parkas, rainwear, hunting vests, shooting vests, and safety vests; moisture management shirts and thermal bottoms; footwear; waders; gloves and mittens; hats; balaclavas and face masks for hunting and outdoor recreation; neck gaiters; bandanas; belts; suspenders

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Mexico	REM0624 REMINGTON	1371911 09-May-2013	1468535 08-Jul-2014	Registered 09-May-2023

Classes: 08 Int.

Images/Links:

Goods: Knives

Mexico	REM0309 SOFT TECH	1137068 24-Nov-2010	1201600 24-Nov-2010	Registered 24-Nov-2020
--------	----------------------	------------------------	------------------------	---------------------------

Classes: 13 Int.

Images/Links:

Goods: Recoil pads for firearms

Mexico	REM0611 SUPER CELL	1370229 02-May-2013	1396697 11-Sep-2013	Registered 02-May-2023
--------	-----------------------	------------------------	------------------------	---------------------------

Classes: 13 Int.

Images/Links:

Goods: Recoil pads

Mexico	REM0290 VERSAPORT	1116192 31-Aug-2010	1194717 15-Dec-2010	Registered 31-Aug-2020
--------	----------------------	------------------------	------------------------	---------------------------

Classes: 13 Int.

Images/Links:

Goods: Component of firearms, namely, a gas operating system

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Mexico	REM0550 VETERAN	1352372 26-Feb-2013	1368618 20-May-2013	Registered 26-Feb-2023
Classes: 13 Int.				
Images/Links:				
Goods: Accessories for firearms, namely grips for pistols				
Nicaragua	REM0400 MICRO-GROOVE	Unknown 06-Aug-1999	45308 24-Nov-2000	Registered 24-Nov-2020
Classes: 13 Int.				
Images/Links:				
Goods: Firearms				
Poland	00394 REMINGTON	Z-143423 13-Feb-1995	R-98155 17-Mar-1998	Registered 13-Feb-2025
Classes: 13 Int.				
Images/Links:				
Goods: Firearms				
Portugal	00224 REMINGTON	Unknown 07-Jun- 1990	160158 07-Jun-1990	Registered 07-Jun-2020
Classes: 13 Int.				
Images/Links:				
Goods: Hunting guns, rifles, metallic shells, card shells for shots and cap guns				

Client: RA Brands, L.L.C.

Country	Case Number Trademark	Application Number Filing Date	Registration Number Registration Date	Status Next Renewal
Singapore	00228 REMINGTON in Circle	41062 14-Feb-1981	T67/41062J 14-Feb-1988	Registered 14-Feb-2022
Classes: 07 Int.				
Images/Links:				
Goods: Power operated tools				
Singapore	00229 REMINGTON in Circle	41063 14-Feb-1967	T67/41063I 14-Feb-1967	Registered 14-Feb-2022
Classes: 08 Int.				
Images/Links:				
Goods: Hand tools and instruments, except electric shaving instruments and parts thereof				
Spain	00233 REMINGTON	Unknown 24-Jan-1936	107312 10-Jun-1976	Registered 24-Jan-2026
Classes: 13 Int.				
Images/Links:				
Goods: Shotguns, pistols and rifles				
Ukraine	00404 REMINGTON	95030591/T 01-Mar-1995	12980 19-Jul-1999	Registered 01-Mar-2025
Classes: 13 Int.				
Images/Links:				
Goods: Firearms				

EXHIBIT 1

Bidding Procedures Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-11

Joint Administration Requested

**ORDER ESTABLISHING BIDDING PROCEDURES RELATING
TO THE SALES OF ALL OR A PORTION OF THE DEBTORS' ASSETS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), seeking entry of this order (this “**Bidding Procedures Order**”) (i) approving the proposed bidding procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”);

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Bidding Procedures, as applicable.

(iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the procedures for the Debtors' selection of one or more stalking horse bidders (each, a "**Stalking Horse Bidder**"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the "**Auction**") if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the "**Sale Hearing**") to approve one or more Sales of the Acquired Assets; and (v) granting related relief; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections having been filed, or all objections having been resolved or overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended on July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and the provision of the Bid Protections to be determined, (ii) establish the Assumption and Assignment Procedures, (iii) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, (iv) schedule a date for the (a) Auction and (b) Sale Hearing; and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, including the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Meyer Declaration**”) and the *Declaration of Colin M. Adams in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Adams Declaration**”) are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

F. The Debtors are authorized to pay the break-up fee and expense reimbursement comprising the Bid Protections. The Bid Protections, to the extent payable under any Stalking Horse APA, (a)(x) are actual and necessary costs and expenses of preserving the Debtors' estate within the meaning of Section 503(b) of the Bankruptcy Code, and (y) shall be treated as allowed administrative claims against the Debtors' estates pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code, are commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidders, and (c) are fair, reasonable and appropriate, including in light of the size and nature of the Sale Transaction, the necessity to announce a sale transaction for the Acquired Assets, and the efforts that have been and will be expended by the Stalking Horse Bidders. The Bid Protections are a material inducement for, and condition of, each Stalking Horse Bidder's execution of the applicable Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under its Stalking Horse APA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

G. The Sale Notice and the Publication Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of Acquired Assets, including the sale of Acquired Assets free and clear of all liens, claims, and encumbrances, the Sale Transaction(s), the Bidding Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

H. The Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder(s), and no other or further notice is required.

I. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Acquired Assets and the related Cure Costs, and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.³
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

³ Notwithstanding anything to the contrary herein, the consummation of any Sale Transaction(s) is subject to entry of the Sale Order(s).

I. The Timeline for the Sale

3. The Debtors are authorized to proceed with the Sale Transaction(s) in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

4. Deadline Action

August 18, 2020 at 10:00 a.m. (prevailing Central Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
August 21, 2020	Sale Notice Mailing Date
August 21, 2020	Assumption and Assignment Service Date
September 1, 2020 at 4:00 p.m. (prevailing Central Time)	Sale Objection Deadline (defined below) excluding any objection based on identity of Stalking Horse Bidders, Successful Bidder or Backup Bidder or the form or substance of the Stalking Horse Bid, Successful Bid or Backup Bid
September 4, 2020 at 5:00 p.m. (prevailing Central Time)	Bid Deadline
September 8, 2020 at 12:00 p.m. (prevailing Central Time)	Reply Deadline (defined below)
September 8, 2020 by 4:00 p.m. (prevailing Central Time) or 14 days following service of the Supplemental Notice of Assumption and Assignment	Assumption and Assignment Objection Deadline (defined below) excluding any objection related to adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or Backup Bidder
September 17, 2020 at 10:00 a.m. (prevailing Central Time)	Auction
September 21, 2020	Post-Auction Notice
September 23, 2020 at 10:00 a.m. (prevailing Central Time)	Sale Hearing

5. For the avoidance of doubt, the Debtors reserve the right, and are authorized to, modify the above timeline and the Bidding Procedures (the “**Modifications**”) in accordance with the provisions of the Bidding Procedures; *provided, however*, that the Debtors shall consult with the Consultation Parties or, to the extent provided therein, the Bid Consultation Parties, with respect to any Modifications. The Committee’s right to request an extension of the above timeline for cause is expressly reserved.

II. The Bidding Procedures

6. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

7. The Debtors are authorized, in accordance with the Bidding Procedures, to require Diligence Parties to submit written indications of interest specifying, among other things, the Acquired Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party.

8. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the Bid Deadline shall be **September 4, 2020 at 5:00 p.m. (prevailing Central Time)**. Any disputes or objections to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (all as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing as set forth herein.

9. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **September 17, 2020 at 10:00 a.m. (prevailing Central Time)** virtually via video conferencing technology, or at such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.

10. The Prepetition Secured Creditors shall have the right, subject in all respects to the Bankruptcy Code and other applicable law and the satisfaction in cash or assumption of claims secured by senior liens, to credit bid all or any portion of their allowed secured claims pursuant to Section 363(k) of the Bankruptcy Code or other applicable law, in accordance with the applicable provisions of the Prepetition Credit Documents and any such credit bid shall be deemed a Qualified Bid subject to the Intercreditor Agreement (as defined in the D'Arcy Declaration); *provided, however,* that nothing herein or in the Bidding Procedures shall affect or in any way limit the right or ability of any party in interest, including the Committee, to object to the Prepetition Secured Creditors' right to credit bid, including the nature, amount, or scope of such credit bid, subject to the (a) applicable provisions of the Court's *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, (IV) Granting Related Relief, and (V) Scheduling A Final Hearing* Docket No. 90, including paragraph 20 and the Challenge Period (as defined therein), as the same may be modified in accordance with its terms and (b) Sale Objection Deadline (as defined below).

III. Stalking Horse Bidder and Bid Protections

11. In accordance with the Bidding Procedures, the Debtors may designate one or more Stalking Horse Bidders for the various segments of their business and may enter into an asset purchase agreement with each Stalking Horse Bidder (each, a "**Stalking Horse APA**"), subject to higher or otherwise better offers at the Auction, which establishes a minimum Qualified Bid at the Auction with respect to the assets that are the subject thereof.

12. Absent further order of the Court, the Stalking Horse APA shall (i) limit the break-up fee in favor of the Stalking Horse Bidder in the amount of no more than 3.5% of the cash consideration proposed to be paid at closing by the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Break-Up Fee**”); (ii) limit any reimbursement for the Stalking Horse Bidder’s and its attorneys’, accountants’, investment bankers’ and representatives’ documented fees and expenses actually and reasonably incurred in negotiating and documenting the Stalking Horse APA, and in preserving and protecting Stalking Horse Bidder’s rights and interests as buyer and lender in connection with the Chapter 11 Cases to an amount not to exceed 1.0% of the cash consideration proposed to be paid by at closing the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Expense Reimbursement**”); and/or (iii) set the initial overbid protection (the “**Minimum Overbid Increment**” and, together with the Break-Up Fee and the Expense Reimbursement, the “**Bid Protections**”) in amounts to be determined by the Debtors in accordance with the Bidding Procedures. In the event that the Debtors determine that the Bid Protections must exceed the amounts set forth herein, the Court shall hold a hearing on the approval of any such greater Bid Protections on an expedited basis, upon the request of the Debtors.

13. The Bid Protections, to the extent payable under the Stalking Horse APAs, shall (a) constitute an allowed administrative expense claim against the Debtors pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code. Subject to the foregoing, the Bid Protections shall be paid (i) in cash from the proceeds of any approved Sale or (ii) credited against the purchase price if, after an Auction, the Stalking Horse Bid, as enhanced at the Auction, is the Successful Bid and the Sale contemplated by the Stalking Horse APA (as enhanced at the auction) is consummated.

14. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to all parties on the Rule 2002 List, all

parties expressing an interest in the Acquired Assets and all parties holding liens on such Acquired Assets, three (3) business days' notice and an opportunity to object to the determination of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse APA, and absent objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Court. To the extent necessary, the Debtors' right to seek this Court's approval of one or more Stalking Horse Bidders, with notice and a hearing, is hereby preserved.

IV. Notice Procedures

15. The form of Sale Notice substantially in the form attached hereto as Exhibit 2 is approved.

16. Within seven (7) days after the entry of this Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Bidding Procedures Order, including the Bidding Procedures by first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon or with respect to any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to FILO Lenders; (ix) counsel to

the Stalking Horse Bidder, if any; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; and (xvii) all known creditors of the Debtors, including their contract counterparties; *provided, however*, that to the extent email addresses are available, parties referenced in this paragraph 15 may be served by email.

17. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to known interested parties.

18. The Publication Notice, substantially in the form attached hereto as Exhibit 3, is approved. The Debtors are directed to publish the Sale Notice, as modified for publication, in the *New York Times*, on one occasion on the Mailing Date or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at <https://cases.primeclerk.com/RemingtonOutdoor>.

19. Service of the Publication Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to all unknown parties.

20. The form of the Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 is approved. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file on the docket, but not serve, the Post-Auction Notice identifying any Successful Bidder(s).

V. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are approved.

22. The Notice of Assumption and Assignment, substantially in the form attached hereto as Exhibit 5 is approved.

23. On or before **August 21, 2020** (any such date, the “**Assumption and Assignment Service Date**”), the Debtors shall file with the Court, and post on the Case Website at <https://cases.primeclerk.com/RemingtonOutdoor>, the Notice of Assumption and Assignment and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List, the Debtors believe that there is no Cure Cost, as of the date of such notice. On the Assumption and Assignment Service Date, the Debtors shall serve, via first-class mail, a customized version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List, on all counterparties to the Designated Contracts. In addition, the Debtors shall serve, via first-class mail, a modified version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List on all parties on the Rule 2002 Notice List. Service of such Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a counterparty to a Designated Contract (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; and (iii) include appropriate

documentation in support thereof. All Designated Contract Objections must be filed and served on (i) counsel for the Debtors, O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com); (ii) co-counsel for the Debtors, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, Attn: Derek Meek (dmeek@burr.com) and Hanna Lahr (hlahr@burr.com); (iii) counsel for the Restructuring Committee, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Schultz (sschultz@akingump.com); (iv) counsel for the Committee, Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104, Attn: Michael A. Sweet (msweet@foxrothschild.com) and Baker Donelson Bearman Caldwell & Berkowitz, P.C., 420 20th Street North, Birmingham, Alabama 35203, Attn: Matthew Cahill (mcahill@bakerdonelson.com) and Rita Hullett (rhullett@bakerdonelson.com); (v) the Bankruptcy Administrator, 400 Well Street, Decatur, Alabama 35602, Attn: Richard Blythe (richard_blythe@alnb.uscourts.gov); (vi) counsel to the Stalking Horse Bidder, if any; (vii) counsel to the FILO Lenders, Pillsbury Winthrop Shaw Pittman LLP, Four Embarcadero Center, 22nd Floor, San Francisco, CA 94111-5998, Attn: Joshua D. Morse (joshua.morse@pillsburylaw.com) and Andrew V. Alfano (andrew.alfano@pillsburylaw.com); (viii) counsel to Whitebox Advisors LLC, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Andreas Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com); (ix) all parties that have requested notice in the Chapter 11 Cases (collectively (i)–(ix), the “**Objection Recipients**”); and (x) counsel to any Successful Bidder(s), if known on the Sale Objection Deadline no later than 4:00 p.m. (prevailing Central Time) fourteen (14) days following the

Assumption and Assignment Service Date (the “**Assumption and Assignment Objection Deadline**”).

25. If a Designated Contract Objection is not consensually resolved before the Sale Hearing, the amount to be paid or reserved with respect to such objection shall be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

26. Any time after the Assumption and Assignment Service Date and before the closing of a Sale Transaction, the Debtors reserve the right, and are authorized but not directed, to (i) supplement the Designated Contracts List with previously omitted Designated Contracts in accordance with the definitive agreement for a Sale Transaction, (ii) remove a Designated Contract from the list of contracts that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

27. In the event the Debtors exercise any of the rights listed above, the Debtors shall promptly serve the Supplemental Notice of Assumption and Assignment by electronic transmission, hand delivery, or overnight mail on the counterparty (and its attorney, if known) to each Designated Contract listed on the Supplemental Notice of Assumption and Assignment at the last known address available to the Debtors. Each Supplemental Notice of Assumption and Assignment shall set forth (i) the name and address of the counterparty to the Designated Contract listed thereon; (ii) the proposed effective date of the assignment (subject to the right of the applicable Successful Bidder, if any, to withdraw such request for assumption and assignment of that Designated Contract prior to the closing of the applicable Sale Transaction); (iii) sufficient information to identify the Designated Contract; (iv) the Cure Costs, if any; and (v) proposed

adequate assurance, if known on the Assumption and Assignment Service Date. The Debtors are authorized, but not directed, to modify the Supplemental Notice of Assumption and Assignment as necessary and appropriate to provide customized individual notice to each Designated Contract counterparty. In addition, the Debtors are authorized, but not directed, to supplement the Designated Contract List on the Case Website with any additional Designated Contracts as the Debtors deem appropriate in their discretion. Service of such Supplemental Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

28. Any objection by a counterparty to a Designated Contract listed on a Supplemental Notice of Assumption and Assignment (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Supplemental Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or the proposed Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; (iii) include appropriate documentation in support of the objection; and (iv) be filed and served on the Objection Recipients no later than fourteen (14) days from the date of service of such Supplemental Notice of Assumption and Assignment.

29. If a Supplemental Designated Contract Objection is not consensually resolved by the proposed effective date of assignment of the Designated Contract that is the subject of a Supplemental Designated Contract Objection, the Debtors shall seek an expedited hearing before

the Court (a “**Supplemental Designated Contract Hearing**”) to determine the Cure Costs, if any, and approve the assumption of the relevant Designated Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court, including by filing a certification of no objection, (a “**Supplemental Designated Contract Order**”) fixing the Cure Costs and approving the assumption of any Designated Contract listed on a Supplemental Notice of Assumption and Assignment.

30. Absent the filing of a Designated Contract Objection or Supplemental Designated Contract Objection and a subsequent order of the Court establishing an alternative Cure Cost, the Cure Costs, if any, set forth in the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and the counterparty to the Designated Contract will be deemed to have consented to the assumption, assignment, and sale of the Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Designated Contract against the Debtors or the applicable Successful Bidder, or the property of any of them, except with respect to adequate assurance of future performance by such Successful Bidder. For the avoidance of doubt, any objections to the proposed form of adequate assurance of future performance of any Successful Bidder (other than a Stalking Horse Bidder) must be raised at the Sale Hearing or Supplemental Designated Contract Hearing, as applicable, and will be resolved at the hearing at which it is raised or, in the Debtors’ discretion, adjourned to a later hearing.

31. The inclusion of a Designated Contract on the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) will not (a) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take

assignment of such Designated Contract or (b) constitute any admission or agreement of the Debtors that such Designated Contract is an “executory” contract. Only those Designated Contracts that are included on a schedule of assumed and Acquired Contracts attached to the final purchase agreement with the Successful Bidder(s) (each, an “**Acquired Contract**”) will be assumed and assigned to the Successful Bidder(s).

32. Assignment by the Debtors to the Successful Bidder of a contract, lease or any other liability assumed under Section 365 of the Bankruptcy Code or otherwise relieves the Debtors and their estates from any such liability so assigned.

VI. The Sale Hearing

33. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Acquired Assets to the Successful Bidder(s) and (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **September 23, 2020 at 10:00 a.m. (prevailing Central Time)**, and may be adjourned or rescheduled without notice, subject to paragraph 4 of this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transaction(s) and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Bankruptcy Court.

34. Any and all objections, if any, to any Sale Transaction (but excluding any objection based on the specific identity of any Stalking Horse Bidder, the form or substance of any Stalking Horse APA, the specific identity of the Successful Bidder or the Backup Bidder, or the form or substance of the Successful Bid or the Backup Bid) must be filed no later than **September 1, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”). Any and all such objections must be served on the Objection Recipients and counsel to any Successful Bidder(s), if known on the Sale Objection Deadline. All replies to such objections must be filed by **September 8, 2020 at 12:00 p.m.** (prevailing Central Time) (the “**Reply Deadline**”).

35. Any party failing to timely file an objection to any Sale Transaction will be forever barred from objecting and will be deemed to have consented to any Sale Transaction, including the transfer of the Debtors’ right, title and interest in, to, and under the Debtors’ Acquired Assets free and clear of any and all liens, claims, encumbrances and other interests in accordance with a definitive agreement for any Sale Transaction.

36. Promptly following the Auction, the Debtors shall serve the Post-Auction Notice. The Debtors propose that any objections regarding the adequate assurance of future performance of the Successful Bidder or the Backup Bidder (other than the Stalking Horse Bidder) may be raised at the Sale Hearing.

VII. Other Provisions

37. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties or the Bid Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation or Bid Consultation Parties.

38. Oneida’s rights and priority in connection with any security interests it held in any assets of the Debtors pre-petition are hereby preserved and retained by Oneida to the extent they

existed pre-petition and any such security interests shall attach to proceeds of such assets with the same priority, extent, validity, avoidability and enforceability. Nothing herein shall constitute a finding or ruling by this Court that any such security interests are valid, senior, enforceable, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited to, the Debtors and any Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such security interest.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Bidding Procedures Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

42. To the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Bidding Procedures Order shall govern.

43. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

44. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse APA, and the implementation of this Bidding Procedures Order.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

Exhibit E

ASSET PURCHASE AGREEMENT

by and among

CENTURY ARMS, INC.

as Buyer,

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.,

as Seller

Dated as of September 26, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS	5
Section 1.1 Transfer of Acquired Assets	5
Section 1.2 Excluded Assets	5
Section 1.3 Assumption of Liabilities.....	7
Section 1.4 Retention of Liabilities	7
Section 1.5 Assumed Leases and Assumed Contracts; Cure Amount.....	7
Section 1.6 Non-Assignment of Acquired Assets.....	7
Section 1.7 Further Conveyances and Assumptions.....	7
ARTICLE 2. CONSIDERATION	8
Section 2.1 Consideration	8
Section 2.2 Good Faith Deposit.....	8
Section 2.3 Post-Closing Inventory Adjustment.....	9
ARTICLE 3. CLOSING AND DELIVERIES.....	10
Section 3.1 Closing	10
Section 3.2 Seller's Deliveries.....	10
Section 3.3 Buyer's Deliveries	11
ARTICLE 4. REPRESENTATIONS AND WARRANTIES.....	11
Section 4.1 Representations and Warranties of Seller.....	11
Section 4.2 Representations and Warranties of Buyer.....	12
Section 4.3 Warranties Exclusive; Schedules.....	14
Section 4.4 Survival of Representations and Warranties.....	14
ARTICLE 5. COVENANTS OF THE PARTIES	14
Section 5.1 Covenants of Seller.....	14
Section 5.2 Covenants of Buyer.....	15
ARTICLE 6. ADDITIONAL AGREEMENTS	16
Section 6.1 Bankruptcy Matters.....	16
Section 6.2 Transition Arrangements	17
Section 6.3 Further Assurances.....	17
ARTICLE 7. [RESERVED]	17
ARTICLE 8. TAXES.....	17
Section 8.1 Taxes Related to Purchase of Assets	17
Section 8.2 Cooperation on Tax Matters	18
Section 8.3 Allocation of Purchase Price.....	19
ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES	19
Section 9.1 Conditions Precedent to Performance by Seller	19
Section 9.2 Conditions Precedent to Performance by Buyer.....	20
ARTICLE 10. TERMINATION.....	20

TABLE OF CONTENTS

(continued)

	Page	
Section 10.1	Conditions of Termination..... 20	
Section 10.2	Effect of Termination; Remedies..... 21	
ARTICLE 11. MISCELLANEOUS	22	
Section 11.1	Successors and Assigns..... 22	
Section 11.2	Governing Law; Jurisdiction..... 23	
Section 11.3	WAIVER OF JURY TRIAL..... 23	
Section 11.4	Expenses	23
Section 11.5	Broker's and Finder's Fees	23
Section 11.6	Severability	23
Section 11.7	Notices	24
Section 11.8	Amendments; Waivers..... 25	
Section 11.9	Time of Essence..... 25	
Section 11.10	Specific Performance	25
Section 11.11	Public Announcements	26
Section 11.12	Entire Agreement	26
Section 11.13	Parties in Interest..... 26	
Section 11.14	Bulk Sales Laws..... 26	
Section 11.15	Construction..... 26	
Section 11.16	Counterparts and Facsimile..... 27	
ARTICLE 12. DEFINITIONS.....	27	
Section 12.1	Certain Terms Defined..... 27	
Section 12.2	All Terms Cross-Referenced..... 32	

SCHEDULE

Schedule 1.1 - Inventory Asset Register

EXHIBIT

Exhibit 1 - Bidding Procedures Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 26, 2020 (the “Effective Date”), is entered into by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to this Agreement (collectively with ROC, “Seller”), and Century Arms, Inc. (“Buyer”). Capitalized terms used in this Agreement are defined or cross-referenced in Article 12.

RECITALS

A. Seller is engaged in the manufacture and sale of firearms and ammunition at various locations in the United States (the “Business”), and owns various assets related to the Business. On July 27, 2020 (the “Petition Date”) Seller filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court”) and the case arising under such petition, the “Bankruptcy Case”).

B. On the Petition Date, Seller filed a Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Debtors’ Assets (the “Bidding Procedures Motion”) pursuant to which Seller sought, and the Bankruptcy Court approved, the Bidding Procedures Order attached hereto as Exhibit 1 (the “Bidding Procedures Order”).

C. Buyer desires to purchase the Acquired Assets free and clear of Liens, Claims and Interests, and Seller desires to sell, convey, assign and transfer the Acquired Assets to Buyer, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

D. Buyer, in exchange for the transfer to Buyer of the Acquired Assets, desires to provide certain consideration (as set forth below) to Seller.

E. The Acquired Assets are assets of Seller, which are to be purchased and assumed by Buyer pursuant to an order of the Bankruptcy Court approving such sale pursuant to Sections 105, 363 and 365 of the Bankruptcy Code (the “Sale Order”), all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with the applicable provisions of the Bankruptcy Code. The consummation of the transactions set forth in this Agreement is subject, among other things, to the entry of the Sale Order.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS.

Section 1.1 Transfer of Acquired Assets. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to the Acquired Assets free and clear of all Liens, Claims and Interests other than Permitted Liens. For all purposes under this Agreement, the term "Acquired Assets" shall mean certain of Seller's finished goods inventory of Remington brand sporting and hunting firearms, including shotguns, handguns and rifles, and related components and accessories (which, for the avoidance of doubt and subject to Section 2.3(a), may include some or all of those assets set forth on Schedule 1.1), and notwithstanding anything to the contrary in this Agreement, Seller shall not be restricted by any provision of this Agreement from making sales of finished goods or other inventory to any person other than Buyer.

Section 1.2 Excluded Assets. Notwithstanding any provision to the contrary in Section 1.1, the Excluded Assets shall mean all assets of Seller other than the Acquired Assets, and shall specifically exclude the following properties, Contracts, Leases, and other assets, interests and rights of Seller (all such items not being acquired by Buyer being referred to in this Agreement as the "Excluded Assets"):

(a) any right, title or interest of any Person other than Seller in any property or asset, or Seller's right, title and interest in, to and under properties and assets not used in connection with the ownership, operation and/or management of the Business;

(b) all rights of every nature and description under or arising out of (including rights to refunds or adjustments relating to, and proceeds and recoveries from) all insurance policies of Seller (collectively, the "Excluded Insurance Policies");

(c) any asset that is not owned or leased by Seller or not used or held for use in connection with the ownership, operation and management of the Business;

(d) any minute books, stock ledgers, corporate seals and stock certificates of Seller, and other similar books and records that Seller is required by Law to retain and all Tax Returns, financial statements and corporate or other entity filings; provided that Seller shall provide Buyer with reasonable access to the same following the Closing to the extent relating to the Acquired Assets and when reasonably requested by Buyer;

(e) all (i) prepaid premiums in respect of all Excluded Insurance Policies, (ii) retainers, prepayments or on-account cash paid to Seller's professionals and advisors, including any carve-out under any DIP Facility or cash collateral arrangements (whether retained in the

Bankruptcy Case or otherwise), and (iii) other deposits, prepaid charges and expenses paid by Seller to the extent in connection with or relating to any Excluded Asset;

(f) all rights to or claims for refunds, overpayments or rebates of Pre-Closing Taxes, including any refunds, overpayments or rebates of Pre-Closing Taxes for any Straddle Period, other than, in any of the foregoing cases, any such refunds, overpayments or rebates that are attributable to Taxes actually paid by Buyer;

(g) all shares of capital stock (and any other equity interests or rights convertible into equity interests) issued by any Seller entity;

(h) all Documents exclusively relating to any Excluded Asset;

(i) all Documents exclusively relating to any Employees who do not become Transferred Employees; provided that, to the extent permitted by applicable Law, Seller shall make copies of such Documents available to Buyer if reasonably related to addressing or defending any such Employees' claims against Buyer;

(j) subject to Section 1.6, any asset that requires the consent of a third party to be transferred, assumed or assigned hereunder as to which, by the Closing Date (and after giving effect to the entry of the Sale Order and any other Order of the Bankruptcy Court eliminating any contractual right of third parties to withhold such consent), such consent to transfer, assumption or assignment has not been effected or excused;

(k) all Employee Benefit Plans and all assets of, and Contracts exclusively relating to or associated with such plans;

(l) all Cash and all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing;

(m) any rights of Seller under this Agreement or any Ancillary Agreement to which Seller is a party, including without limitation any rights relating to the Purchase Price;

(n) copies of all Historic Firearms Books and Records of Seller;

(o) all Documents of Seller held by Seller or Seller's counsel relating to any litigation against Seller;

(p) the D&O Insurance, and all proceeds thereof;

(q) all rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses related to any Excluded Liability;

(r) any properties, Contracts, Leases, or other assets, interests and rights of Seller that do not relate to the ownership, operation or management of the Business;

(s) all Avoidance Actions;

(t) Claims held by Seller against any party that are covered by, relate to or are based upon any Excluded Insurance Policy or the D&O Insurance; and

(u) all other assets of the Seller other than the Acquired Assets.

Section 1.3 Assumption of Liabilities. Buyer shall not assume any of Seller's liabilities or obligations of whatever nature, whether presently in existence or arising hereafter.

Section 1.4 Retention of Liabilities.

THIS SECTION INTENTIONALLY DELETED.

Section 1.5 Assumed Leases and Assumed Contracts; Cure Amount.

THIS SECTION INTENTIONALLY DELETED.

Section 1.6 Non-Assignment of Acquired Assets. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any Acquired Asset if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Seller (each such action, a "Necessary Consent"), would constitute a breach thereof (after giving effect to any waiver by the applicable counterparty, or any elimination of such approval, authorization or consent requirement by operation of the Sale Order) or in any way adversely affect the rights or obligations of Buyer thereunder and such Necessary Consent is not obtained and (b) the Bankruptcy Court shall not have entered an Order providing that such Necessary Consent is not required because the transfer thereof shall be deemed by the Bankruptcy Court to be (x) effective and (y) not a breach thereof, notwithstanding the failure to obtain such Necessary Consent. In such event, Seller and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that Seller shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested (other than the applicable Cure Amount) or to initiate any litigation or legal proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if such Acquired Asset or an attempted assignment thereof would otherwise be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and at no out-of-pocket expense to Seller or Buyer, under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Seller would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming Seller's obligations, any and all rights of Seller thereunder.

Section 1.7 Further Conveyances and Assumptions.

(a) Seller shall deliver to Buyer at the Closing all Documents included in the Acquired Assets.

(b) At the Closing, and from time to time thereafter, Seller and Buyer shall, and Seller and Buyer shall cause their respective Affiliates to, execute, acknowledge and deliver all such further actions, as may be reasonably necessary or appropriate to sell, transfer, convey, assign and deliver fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Seller and its successors and permitted assigns, the assumption of the liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective or evidence the transactions contemplated by this Agreement.

Section 1.8 Conflicts with Other Bidders. In the event of any conflict regarding the Acquired Assets between this Agreement and agreements governing other sales of the Seller's assets in the Bankruptcy Case (the "Other Agreements") defined herein or therein, Buyer shall cooperate in good faith with any other purchasers of Seller's assets pursuant to the Other Agreements, whether before or after the Closing Date, to ensure all assets or liabilities are adequately apportioned between the parties in order to reflect the intent of Buyer and any such other purchasers hereunder and thereunder.

ARTICLE 2. CONSIDERATION

Section 2.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets (the "Purchase Price") shall be Two Million Five Hundred Thousand United States Dollars (US \$2,500,000.00) (the "Gross Closing Cash Payment"), to be adjusted pursuant to Section 2.2(b) and Section 2.3, and paid and delivered in accordance with Section 3.3(a).

Section 2.2 Good Faith Deposit.

(a) Concurrently with the execution and delivery of this Agreement, notwithstanding anything to the contrary in this Agreement, Buyer shall pay to Seller the amount of Two Hundred Fifty Thousand United States Dollars (US \$250,000.00) by wire transfer of immediately-available funds (the "Good Faith Deposit"). The Good Faith Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of either of Seller or Buyer and shall be deposited in a segregated deposit account of Seller and held in trust to be administered solely in accordance with the terms of this Agreement and the Bidding Procedures Order. Upon the Closing, the Good Faith Deposit shall be an Excluded Asset and shall not be subject to any restrictions under this Agreement.

(b) If the Closing occurs, the Gross Closing Cash Payment shall be reduced by the amount of the Good Faith Deposit (such resulting amount, the "Net Closing Cash Payment"), to be paid and delivered in accordance with Section 3.3(a).

(c) If this Agreement is terminated pursuant to Section 10.1, the Good Faith Deposit shall be repaid to Buyer or retained by Seller in the amounts and at the times set forth in Section 10.2(a) through Section 10.2(c).

Section 2.3 Post-Closing Inventory Adjustment.

(a) Buyer and Seller agree that, within thirty (30) days after the Closing Date, pursuant to a final determination of Purchase Price made in accordance with Section 2.3(b), there will be an upward or downward adjustment of the Purchase Price (the "Post-Closing Adjustment"), in an amount not to exceed Two Million Five Hundred Thousand United States Dollars (\$2,500,000) (the "Collar Amount"). The Post-Closing Adjustment shall reflect the percentage differential basis between (1) the aggregate "Total Book Value" of the Acquired Assets (as calculated using the correlative "Total Book Value" of each of the applicable delivered assets, as set forth on Schedule 1.1) delivered by Seller to Buyer at the Closing and (2) the amount of Four Million, Eight Hundred and Fifty Thousand, Nine Hundred and Three United States Dollars (US\$4,850,903). For illustration purposes only, an aggregate Total Book Value of the Acquired Assets (as calculated using the correlative "Total Book Value" of each of the applicable delivered assets, as set forth on Schedule 1.1) delivered by Seller to Buyer at the Closing of \$5,250,000 would result in a Purchase Price increase of \$205,682 (\$5,250,000 being an 8.2273% increase over \$4,850,903) resulting in an aggregate Purchase Price of \$2,705,682 (an 8.2273% increase over the Gross Closing Cash Payment). Within three (3) days of the final determination of Purchase Price pursuant to Section 2.3(b), (1) Buyer shall pay to Seller any increase in the Purchase Price or (2) Seller shall refund to Buyer any decrease in the Purchase Price; provided that the absolute value of any increase or decrease in Purchase Price pursuant to this Section 2.3 or otherwise under this Agreement shall not exceed the Collar Amount.

(b) As soon as reasonably practicable following the Closing Date, and in no event more than thirty (30) calendar days thereafter, Seller shall prepare a schedule setting forth in reasonable detail the adjustments to the Purchase Price contemplated by Section 2.3(a) (the "Closing Adjustment Documents"). Buyer and Seller shall cooperate in the review of the Closing Adjustment Documents in accordance with this Section 2.3. Without limiting the generality of the foregoing, each party shall provide the other party and its designees with reasonable access to its books, records, personnel and representatives and such other information as such party may require in connection with the preparation and review of the Closing Adjustment Documents and with respect to the resolution of any Disagreement (as defined below).

(c) Within seven (7) calendar days after delivery of the Closing Adjustment Documents to Buyer, Buyer may dispute the Closing Adjustment Documents by giving written notice (a "Notice of Disagreement") to Seller setting forth in reasonable detail the basis for any such dispute, provide such dispute must be for an amount of not less than \$150,000 (any such dispute being hereinafter called a "Disagreement"). Buyer and Seller shall promptly commence good faith negotiations with a view to resolving all such Disagreements. If Buyer does not give a Notice of Disagreement within the seven (7) calendar day period set forth herein, Buyer shall be deemed to have irrevocably accepted the Closing Adjustment Documents in the form delivered to Buyer by Seller.

(d) If Buyer shall give a Notice of Disagreement, the parties shall meet promptly and attempt in good faith to negotiate a resolution to the Disagreement. If Buyer and Seller fail to resolve the Disagreement, then at any time after seven (7) calendar days have elapsed from delivery of the Notice of Disagreement, either party may invoke the Disagreement Resolution provisions set forth in Section 2.3(e) of this Agreement.

(e) If the parties fail to resolve amicably any Disagreement in accordance with the procedures set forth in Section 2.3(b), either Buyer or Seller may refer the matter to binding arbitration pursuant to the provisions of this Section 2.3(e):

(i) The arbitration shall be commenced by written submission by either Buyer or Seller to the Arbitrator of some or all of the issues as to which there is a Disagreement. The party not so commencing arbitration shall be given a reasonable opportunity to make a written submission to the Arbitrator of any other issues as to which there is a Disagreement.

(ii) If the parties fail to reach agreement, either party may ask the Judicial Arbitration and Mediation Service (“JAMS”) to select an arbitrator (the “Arbitrator”). The selection of an Arbitrator by JAMS shall be binding on the parties.

(iii) The issues as to which there is a Disagreement shall be heard promptly by the Arbitrator. The parties shall not be permitted to conduct discovery. Buyer and Seller shall submit their positions to the Arbitrator by briefs, written statements and relevant documents. If either party requests a hearing, or if the Arbitrator believes that a hearing is desirable, a hearing shall be held at which the testimony of witnesses shall be received. Promptly after the hearing, if any, or after the issues in Disagreement shall have been submitted to the Arbitrator, the Arbitrator shall decide the matter by means of a written decision, accompanied by a written explanation, set forth in reasonable detail, of the reasons therefor. In making his decision, the Arbitrator shall be guided by the terms of this contract and by the law of the State of Delaware.

(iv) All of the fees and expenses of the Arbitrator shall be paid one-half by Buyer and one-half by Seller. Each party shall bear its own costs.

ARTICLE 3. CLOSING AND DELIVERIES

Section 3.1 Closing. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place remotely by the electronic exchange of documents and signatures, or such other place as may be agreed upon, at 7:00 a.m., local Pacific Time, on the third (3rd) Business Day following the satisfaction or, to the extent permitted by this Agreement, waiver of each of the conditions set forth in Article IX of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction, or waiver to the extent permitted by this Agreement, of such conditions), or such other date as may be agreed to by Seller and Buyer, which date shall not be earlier than the first day following the entry of the Sale Order by the Bankruptcy Court (the “Closing Date”).

Section 3.2 Seller’s Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) all of the Acquired Assets, together with one or more duly executed bills of sale and instruments of conveyance appropriate for the applicable Acquired Assets, each as reasonably requested by Buyer and otherwise in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller;

(b) the officer's certificate required to be delivered pursuant to Section 9.2(a) and Section 9.2(b); and

(c) one or more affidavits executed by Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code.

Section 3.3 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) cash in an amount equal to the Net Closing Cash Payment, by wire transfer of immediately available funds to the account or accounts of Seller identified by Seller in writing reasonably in advance of the Closing;

(b) the officer's certificate required to be delivered pursuant to Section 9.1(a) and Section 9.1(b); and

(c) such other documents, instruments and certificates as Seller may reasonably request from Buyer in accordance with the terms and conditions hereof.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Corporate Organization. Each entity comprising Seller is duly formed or incorporated and validly existing and in good standing under the laws of its respective state of domicile. Subject to any necessary authority from the Bankruptcy Court, each entity comprising Seller has the requisite corporate or limited liability company power and authority to conduct the Business as now being conducted and to carry out its obligations under this Agreement.

(b) Authorization and Validity. Each entity comprising Seller has the corporate or limited liability company power and authority necessary to enter into this Agreement and each Ancillary Agreement and, subject to the Bankruptcy Court's entry of the Sale Order, to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or limited liability company action by the boards of directors or managers of Seller, and no other corporate or limited liability company proceedings are necessary for the performance by Seller of its obligations under this Agreement or the consummation by Seller of the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by Seller and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Buyer, is a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(c) No Conflict or Violation. Neither the execution and delivery by Seller of this Agreement or any of the Ancillary Agreements to which Seller is a party, nor (subject to the Bankruptcy Court's entry of the Sale Order) the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements, nor compliance by Seller with any of the

provisions hereof or thereof, will (x) conflict with or result in any breach of any provision of the respective certificates of incorporation or formation of Seller or the respective by-laws or operating agreements of Seller, or (y) violate any provision of law, regulation, rule or other legal requirement of any Government ("Law") or any order, judgment or decree of any court or Government ("Order") applicable to Seller or any of its properties or assets, except, in either of the foregoing cases (x) and (y), for any conflict or violation as would not reasonably be expected to cause a Material Adverse Effect.

(d) Title and Ownership. Except as would not have a Material Adverse Effect, Seller has good title to, or right by license, lease or other agreement to use, the Acquired Assets. Subject to the entry of the Sale Order, at the Closing, Seller will have the right to transfer the Acquired Assets to Buyer free and clear of all Liens.

Section 4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Corporate Organization. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the jurisdiction of its incorporation. Buyer has the requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted and to carry out its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(b) Qualification to do Business. Buyer is duly qualified to do business as a foreign corporation and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the businesses conducted by it makes such qualification necessary.

(c) Authorization and Validity. Buyer has the requisite corporate power and authority necessary to enter into this Agreement and each of the Ancillary Agreements to which Buyer is a party, and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and those Ancillary Agreements to which Buyer is a party have been duly authorized by all necessary corporate action by the board of directors (or equivalent), and no other corporate proceedings are necessary for the performance by Buyer of its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party, or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement and each of the Ancillary Agreements to which Buyer is a party have been duly and validly executed and delivered by it and are valid and binding obligations of Buyer enforceable against it in accordance with their respective terms.

(d) No Conflict or Violation. Neither the execution and delivery by Buyer of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor the consummation of the transactions contemplated hereby or thereby, nor compliance by Buyer with any of the provisions hereof or thereof, will (i) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws (or equivalent documents) of Buyer, (ii) violate any provision of Law, or any Order applicable to Buyer or any of its properties or assets, or (iii) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including but not

limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any contract, indenture, note, bond, lease, license or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (ii) for entry of the Sale Order by the Bankruptcy Court; or (iii) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Adequate Assurances Regarding Assumed Contracts and Assumed Leases.

THIS SECTION INTENTIONALLY DELETED.

(g) Financial Capability. Buyer currently has or at Closing will have available funds necessary to consummate the transactions contemplated by this Agreement, including the acquisition of the Acquired Assets and the payment therefor to Seller of the Purchase Price and, if applicable, any adjustments pursuant to Section 2.3 of this Agreement, and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer is a party on the terms and subject to the conditions contemplated hereby and thereby.

(h) Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Business, the Acquired Assets, operations, technology, assets, liabilities, financial condition and prospects of the Business as formerly carried on by Seller and acknowledges that Seller has provided Buyer with reasonable access to the personnel, properties, premises and records of the Business for this purpose. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Bankruptcy Case. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis, and Buyer (i) acknowledges that neither Seller nor any of its Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Section 4.1 (which are subject to the limitations and restrictions contained in this Agreement); and (ii) agrees, to the fullest extent permitted by Law, that none of Seller, its Affiliates or any of their respective Related Persons shall have any liability or responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including, without limitation, in contract or tort, under federal or state securities Laws or otherwise, but excluding misrepresentation or concealment arising from actual fraud of Seller) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including, without limitation, in respect of the specific representations and warranties of Seller set forth in this Agreement, except, with regard to Seller, for the representations and warranties contained in Section 4.1 and, with respect to such

representations and warranties, subject to the limitations and restrictions contained in this Agreement.

Section 4.3 Warranties Exclusive; Schedules.

(a) The representations and warranties contained in Article 4 are the only representations or warranties given by the parties to this Agreement and all other express or implied warranties are disclaimed. Without limiting the foregoing, the Acquired Assets are otherwise conveyed “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and all warranties of merchantability or fitness for a particular purpose are disclaimed. WITHOUT LIMITING THE FOREGOING, SELLER AND SELLER’S AFFILIATES AND THEIR RESPECTIVE RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (A) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (B) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS, (C) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR RELATED PERSONS OR (D) THE CONDITION OF THE ACQUIRED ASSETS INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR OTHER LAWS. SELLER AND SELLER’S AFFILIATES AND RELATED PERSONS HAVE MADE NO REPRESENTATIONS OR WARRANTIES IN ANY OTHER AGREEMENT.

(b) The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgement that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

Section 4.4 Survival of Representations and Warranties. None of the representations or warranties of Seller set forth in this Agreement or any Ancillary Agreement or in any certificate delivered pursuant to Section 9.2(a) or Section 9.2(b) shall survive the Closing (and, for the avoidance of doubt, all covenants set forth in this Agreement or any Ancillary Agreement shall survive in accordance with their respective terms).

ARTICLE 5. COVENANTS OF THE PARTIES

Section 5.1 Covenants of Seller. Seller covenants as follows:

(a) Commercially Reasonable Efforts. Between the Effective Date and the Closing Date, Seller shall use commercially reasonable efforts to (except as may be disclosed to Buyer) (i) obtain all necessary consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement and the Ancillary Agreements to which Seller is a party, (ii) take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) maintain the Acquired Assets substantially in accordance with Seller’s current practices and procedures (as adjusted for the effects of any COVID Restrictions).

(b) Access to Properties and Documents; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access (subject to any COVID Restrictions) during normal business hours throughout the period from the Effective Date until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10) to all Documents of Seller relating to the Acquired Assets. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access, taking into account any COVID Restrictions and Seller's resources and other commitments, during normal business hours, to all Acquired Assets, and to Seller's executive officers, accountants, counsel, employees and other representatives, throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 10). The rights of access contained in this Section 5.1(b) are granted subject to, and on, the following terms and conditions: (i) any such investigation shall not include physical testing or sampling and will be conducted in a reasonable manner; (ii) all information provided to Buyer or its agents or representatives by or on behalf of Seller or its agents or representatives (whether pursuant to this Section 5.1(b) or otherwise) will be governed and protected by the Confidentiality Agreement, dated as of July 29, 2020 by and between Buyer and ROC (the "Confidentiality Agreement"); and (iii) such rights of access shall not affect or modify the conditions set forth in Article 9 in any way.

Section 5.2 Covenants of Buyer. Buyer covenants as follows:

(a) Commercially Reasonable Efforts. Buyer shall use all commercially reasonable efforts to (i) obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements, including removing the Acquired Assets from the Seller's property no later than 30 days after the Closing Date.

(b) Adequate Assurances Regarding Assumed Contracts and Assumed Leases.

THIS SECTION INTENTIONALLY DELETED.

(c) Cure of Defaults.

THIS SECTION INTENTIONALLY DELETED.

(d) Performance under Assumed Contracts and Assumed Leases.

THIS SECTION INTENTIONALLY DELETED.

(e) Indemnification for Use of Real Property. Buyer shall indemnify, defend and hold harmless (i) Seller, and (ii) Seller's Affiliates and Related Persons from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by such Persons in connection with (A) Buyer's or Buyer's agents' or representatives' entry upon the Owned Real Property or the Leased Real Property in connection with their exercise of the right of access pursuant to Section 5.1(b), and (B) any and all other activities undertaken by Buyer or

Buyer's agents or representatives with respect to any such Leased Real Property or the Owned Real Property.

(f) Released Claims. Effective as of the Closing Date, Buyer, on behalf of itself and its Affiliates and each of their respective employees, directors, officers, shareholders, and advisors, hereby covenants and agrees that it shall not (i) assert any Claims that constitute Acquired Assets to the extent such Claims have been, or are at any time thereafter, released by or on behalf of Seller or any other Person pursuant to the Plan, an Order of the Bankruptcy Court, or otherwise or (ii) pursue, prosecute or assert any rights related to any Claims against employees, officers or directors of Seller, including by way of offset or recoupment.

ARTICLE 6. ADDITIONAL AGREEMENTS

Section 6.1 Bankruptcy Matters.

(a) Backup Bidder. In the event that Buyer is designated as the "Backup Bidder" in accordance with and as defined in the Bidding Procedures Order, Buyer agrees that it will keep the Backup Bid (as defined in the Bidding Procedures Order) open and irrevocable until the earlier of 5:00 p.m. (prevailing Central Time) on the date that is sixty (60) days after the date of entry of the Bankruptcy Court's Order approving the Alternative Transaction and the closing date of the Alternative Transaction. Notwithstanding anything to the contrary in this Agreement, Seller may also identify and enter into agreements respecting (x) a "back-up" bid relating to an Alternative Transaction, and/or (y) a liquidation sale of all or a portion of the Inventory and the other assets of Seller, in either case to become effective in the event Buyer does not perform in accordance with the terms of this Agreement.

(b) Notice to Holders of Liens, Claims and Interests. Seller has provided notice of the intent to seek entry of the Sale Order to all holders of Liens, Claims and Interests in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and any other applicable Order of the Bankruptcy Court.

(c) Entry of Sale Order. Seller has filed with the Bankruptcy Court one or more motions which, collectively, seek the entry of the Sale Order. The Sale Order provides that, without limitation and notwithstanding anything to the contrary in this Agreement, Buyer is not liable for, and is taking the Acquired Assets free of, any Excluded Liability. Seller and Buyer shall use reasonable best efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement. In the event that any Orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Seller and Buyer will cooperate in determining and pursuing the response to any such appeal, petition or motion and Seller and Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion. For purposes of this Section 6.1(c) only, commercially reasonable efforts shall without limitation require each party to this Agreement to pay its costs and expenses reasonably required

in connection with preparing and seeking entry of the Sale Order by the Bankruptcy Court and resolution of any appeal therefrom.

Section 6.2 Transition Arrangements.

(a) Access Covenant. Upon reasonable request from Seller, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will following the Closing Date provide to Seller, and the accountants, counsel and representatives of Seller, including any administrator of the Plan or Seller's estate, such access to the pre-closing books and records relating to the Business as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan or otherwise. Such access will include (a) reasonable access to Buyer's personnel, information technology systems and books and records and (b) the use of office space for individuals and office support of appropriate secretaries or clerks for employees of Seller engaged in such wind-down and liquidation process. Buyer will provide such services free of any charges, fees or rents, provided that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

(b) Access to Buyer. For a period of up to thirty (30) days following the Closing Date, Seller, or Seller's assignee, shall permit Buyer access to all properties at which the Acquired Assets are located as necessary for the purpose of inventorying and removal of the Acquired Assets; provided that all costs related to such removal (and the loading and preparation thereunder) shall be borne by Buyer.

Section 6.3 Further Assurances. At the request and the sole expense of the requesting party, either party shall, at any time after the Closing Date, execute and deliver such documents as the other party or its counsel may reasonably request to effectuate the purposes of this Agreement.

ARTICLE 7. EMPLOYEES AND EMPLOYEE BENEFITS

THIS ARTICLE INTENTIONALLY DELETED.

ARTICLE 8. TAXES.

Section 8.1 Taxes Related to Purchase of Assets. All recording and filing fees and all federal, state and local sales, transfer, excise, value-added or other similar Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, but excluding all income taxes and other fees based upon gain realized by Seller as a result of the sale of the Acquired Assets (collectively, "Transaction Taxes"), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and which are not exempt under Section 1146 of the Bankruptcy Code, shall be paid by Buyer.

Buyer and Seller agree to cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement, and Seller agrees to assist Buyer reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

Section 8.2 Cooperation on Tax Matters.

(a) Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) Buyer agrees to retain possession, at its own expense, of all accounting, business, financial and Tax records and information (i) relating to the Acquired Assets that are in existence on the Closing Date and transferred to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired Assets before the Closing Date, for a period of at least six (6) years from the Closing Date, and will give Seller notice and an opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Buyer agrees that it will provide access to Seller and its attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to the books, records, documents and other information relating to the Acquired Assets as Seller may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y) administer or complete any cases under Chapter 11 of the Bankruptcy Code of Seller. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets.

(c) If Seller receives any refund, overpayment or rebate of Pre-Closing Taxes (including any refund, overpayment or rebate relating to any Straddle Period) that is attributable to Taxes paid by Buyer, it shall promptly, and in no case later than ten (10) Business Days after receipt thereof, pay such refund, overpayment or rebate over to Buyer net of any reasonable cost or expense incurred in connection with such refund, overpayment or rebate.

(d) Seller shall prepare and file all Income Tax Returns for any Pre-Closing Income Taxes of Seller, whether or not such Tax Returns are required to be filed after the Closing Date, and Seller shall timely pay all Taxes reflected on such Tax Returns. Without limitation to the foregoing, Buyer shall pay, no later than thirty (30) calendar days following the Closing Date, all Taxes relating to the Business or Seller or its Affiliates that are in each case payable as of the Closing (determined without regard to any payment date extension under applicable Law). Buyer and Seller shall reasonably cooperate in the preparation of any Tax Returns described in this Section 8.2(d).

(e) Buyer and Seller will cooperate and Buyer shall use commercially reasonable efforts to cause Buyer or any Buyer Acquisition Vehicle to be registered with the Alcohol and Tobacco Tax and Trade Bureau as a “manufacturer” for purposes of the Firearms Ammunition and Excise Tax on or before the Closing Date.

Section 8.3 Allocation of Purchase Price. Promptly (and in any event within sixty (60) days) following the Closing Date, Seller shall deliver a schedule to Buyer allocating the Purchase Price among the Acquired Assets (the “Allocation”). Seller and Buyer will cooperate to resolve any disputes regarding the Allocation and to file with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation, and the Allocation shall be reflected on any Tax Returns required to be filed as a result of the transactions contemplated by this Agreement.

ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.

Section 9.1 Conditions Precedent to Performance by Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 9.1(c)(i) and Section 9.1(c)(ii)) may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Section 4.2 shall be accurate in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a material adverse effect on Buyer’s ability to perform its obligations hereunder, and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Good Faith Deposit and the Purchase Price in accordance with the terms of this Agreement, which obligations shall be performed in all respects), and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Cure of Defaults.

THIS SECTION INTENTIONALLY DELETED.

(f) Buyer's Deliveries. Buyer shall have delivered to Buyer all of the items set forth in Section 3.3.

Section 9.2 Conditions Precedent to Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 9.2(c)(i) and Section 9.2(c)(ii)) may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. All representations and warranties made by Seller in Section 4.1 shall be accurate in all material respects on and as of the Closing Date as if again made by Seller on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(b) Performance of the Obligations of Seller. Seller shall have performed all obligations required under this Agreement to be performed by it on or before the Closing Date, other than failures of performance that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Seller's Deliveries. Seller shall have delivered to Buyer all of the items set forth in Section 3.2.

ARTICLE 10. TERMINATION.

Section 10.1 Conditions of Termination. This Agreement may be terminated at any time before the Closing:

(a) By mutual written consent of Seller and Buyer;

(b) By Seller, by notice to Buyer, on or after the date that is thirty (30) calendar days after the Effective Date (the "Warranty Termination Date"), if the condition contained in Section 9.1(a) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(b) if Seller is then in material breach of this Agreement;

(c) By Seller, by notice to Buyer, if Seller has previously provided Buyer with written notice of Buyer's failure to perform any material covenant of Buyer contained in this Agreement and Buyer has failed within five (5) days after such notice to perform such covenant; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(c) if Seller is then in material breach of this Agreement;

(d) By Seller, by notice to Buyer, on or after the date that is thirty (30) calendar days after the Effective Date (the "Approval Termination Date"), if any condition contained in Section 9.1(c) or Section 9.1(d) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(d) if Seller is then in material breach of this Agreement;

(e) By Buyer, by notice to Seller, on or after the Warranty Termination Date, if the condition contained in Section 9.2(a) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(e) if Buyer is then in material breach of this Agreement;

(f) By Buyer, by notice to Seller, if Buyer has previously provided Seller with written notice of a failure to perform any material covenant of Seller contained in this Agreement and Seller has failed within five (5) days after such notice to perform such covenant; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(f) if Buyer is then in material breach of this Agreement;

(g) By Buyer, by notice to Seller, after the Approval Termination Date, if any condition contained in Section 9.2(c) or Section 9.2(d) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(g) if Buyer is then in material breach of this Agreement;

(h) By Buyer, by notice to Seller, or by Seller, by notice to Buyer, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Case into a case under Chapter 7 of the Bankruptcy Code, appointing a trustee in the Bankruptcy Case, or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or the occurrence of any of the foregoing;

(i) By Seller, five (5) Business Days after notice to Buyer, if the Bankruptcy Court has not entered the Sale Order by the date that is 60 calendar days after the Petition Date; and

(j) Automatically, upon the earlier of (i) Seller consummating an Alternative Transaction, and (ii) sixty (60) days following the date upon which the Bankruptcy Court issues a Final Order approving an Alternative Transaction.

Section 10.2 Effect of Termination; Remedies.

(a) In the event of termination pursuant to Section 10.1, this Agreement shall become null and void and have no effect (other than Article 10, Article 11, and Article 12, which shall survive termination), with no liability on the part of Seller or Buyer, or their respective

Affiliates or Related Persons, with respect to this Agreement, except for (i) the liability of a party for its own expenses pursuant to Section 11.4, (ii) the obligation of Buyer under Section 6.1(a) and (iii) any liability provided for in Section 10.2(b) through Section 10.2(d), inclusive.

(b) If this Agreement is terminated pursuant to Section 10.1(a), Section 10.1(d), Section 10.1(e), Section 10.1(f), Section 10.1(g), Section 10.1(h), Section 10.1(i) or Section 10.1(j), then the Good Faith Deposit shall, within three (3) Business Days, be returned by Seller to Buyer.

(c) If this Agreement is terminated pursuant to Section 10.1(b) or Section 10.1(c), then Seller may, at its sole election (i) within three (3) Business Days, retain the Good Faith Deposit, as liquidated damages (the “Break Fee”), or (ii) without limitation to Seller’s remedies under clause (i) of this Section 10.2(c) require Buyer to specifically perform under the terms of this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(d) Notwithstanding anything to the contrary herein, but without limitation to the right to enforce covenants as set forth in Article VI (if the Closing shall have occurred) (i) Seller’s entitlement to the Break Fee (to the extent provided for in this Agreement) will constitute liquidated damages (and not a penalty) and, if Seller retains such amount, then notwithstanding anything to the contrary contained herein, such Break Fee shall be the sole and exclusive remedy available to Seller and any other Person against Buyer, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Buyer, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby, and (ii) Buyer’s entitlement to the reimbursement of the Good Faith Deposit (to the extent provided for in this Agreement) shall be the sole and exclusive remedy (at law, in equity or otherwise) available to Buyer and any other Person against Seller, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Seller, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby. Each Party acknowledges that the agreements contained in this Section 10.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 11. MISCELLANEOUS.

Section 11.1 Successors and Assigns. Prior to the Closing, neither Buyer nor Seller shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that if Buyer wishes, upon prior written notice to Seller, to assign its rights, obligations and liabilities hereunder no later than ten (10) days prior to the Closing Date to a Buyer Acquisition Vehicle, such prior written consent of Seller shall not unreasonably be withheld. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

Section 11.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

Section 11.3 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.3.

Section 11.4 Expenses. Except as expressly otherwise provided herein, each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated. Buyer shall pay the cost of any surveys (without limitation to the restriction in Section 5.1(b)(i)), title insurance policies and title reports ordered by Buyer. For all purposes under this Agreement, unless otherwise specified in the applicable clause, any obligation of Seller to exercise commercially reasonable efforts shall not require the incurrence of any out-of-pocket expenses by Seller.

Section 11.5 Broker's and Finder's Fees. Each of the parties to this Agreement represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement other than Ducera Partners, whose fees and expenses shall, as between the parties to this Agreement, be the responsibility of the Seller, and, to such party's Knowledge, no other broker or other Person is entitled to any commission or broker's or finder's fee in connection with any of the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 11.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of

this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 11.7 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Century Arms, Inc.
430 S. Congress Avenue, Suite 1A
Delray Beach, Florida 33445
Phone: (561) 265-4500
Fax: (561) 265-4510
Attention: Michael Sucher
Email: [ciam@centuryarms.com](mailto:ciams@centuryarms.com) and msucher@centuryarms.com

With a copy to (which copy alone shall not constitute notice):

Ruberto, Israel & Weiner, P.C.
255 State Street, 7th Floor
Boston, Massachusetts 02109
Attention: James C. Fox, Esq. and Rion M. Vaughan, Esq.
Phone: (617) 742-4200
Fax: (617) 742-2355
Email: jcf@riw.com and rmv@riw.com

(b) Any party may change its address for the purpose of this Section 11.7 by giving the other party written notice of its new address in the manner set forth above.

Section 11.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 11.9 Time of Essence. Time is of the essence in the performance of each and every term of this Agreement.

Section 11.10 Specific Performance. The provisions of this Agreement are uniquely related to Seller's and its Affiliates' desire to consummate the transactions contemplated by this Agreement, and such transactions represent a unique business opportunity at a unique time for the Seller and its Affiliates. As a result, irreparable damage would occur to Seller and its Affiliates in the event that any of the obligations of Buyer under this Agreement were not performed in accordance with their specific terms. Although liquidated or other monetary damages may be available for the breach of covenants and undertakings contained in this Agreement, monetary damages would be difficult to ascertain and an inadequate remedy therefor. Accordingly, if Buyer breaches or threatens to breach any provision of this Agreement, then without limitation to Seller's rights under clause (i) of Section 10.2(c) Seller shall be entitled to an injunction or injunctions, specific performance and any and all other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement, this being in addition to any other remedies to which it is entitled at Law or equity. If Seller seeks an injunction or injunctions to prevent breaches of this Agreement or seeking to enforce specifically the terms and provisions of this Agreement, Seller shall not be required to provide, furnish or post any bond or other security in connection with or as a condition to obtaining any such Order or injunction. Buyer irrevocably waives any right it may have to require the provision, furnishing or posting of any such bond or other security. If any action or proceeding should be brought in equity to enforce the provisions of this Agreement, Buyer shall not allege, and hereby waives the defense, that there is an adequate remedy at Law.

Section 11.11 Public Announcements. Promptly after the execution and delivery of this Agreement, the parties shall make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Thereafter, no party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed) unless a press release or public announcement is required by Law or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing party agrees to give the nondisclosing party prior notice of, and an opportunity to comment on, the proposed disclosure. Notwithstanding anything to the contrary in this Section 11.11, Seller (a) shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and (b) may disclose this Agreement to its equityholders and lenders to the extent required by the provisions of any of Seller's bylaws, credit agreements and other pre-existing contractual obligations.

Section 11.12 Entire Agreement. This Agreement (including the Ancillary Agreements referenced herein), the Sale Order and the Confidentiality Agreement contain the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules to this Agreement and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

Section 11.13 Parties in Interest. Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall relieve or discharge the obligations or liability of any third Persons to Seller or Buyer. This Agreement is not intended to nor shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

Section 11.14 Bulk Sales Laws. Buyer waives compliance by Seller and Seller waives compliance by Buyer, with the provisions of the "bulk sales", "bulk transfer" or similar laws of any state other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

Section 11.15 Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. As used in this Agreement, the word "including" and its derivatives means "without limitation" and its derivatives, the word "or" is not exclusive and the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

Section 11.16 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

ARTICLE 12. DEFINITIONS.

Section 12.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Alternative Transaction” means Seller consummating any transaction or series of transactions, whether a going concern sale, liquidation or otherwise, that involves a sale of all or substantially all of the Business or the Acquired Assets by Seller to a purchaser or purchasers other than Buyer.

“Ancillary Agreements” means, collectively, the certificates, affidavits and releases delivered pursuant to Article 3.

“ATF” means the United States Bureau of Alcohol, Tobacco, Firearms and Explosives.

“ATF Licenses” means all of those licenses issued by ATF as provided by the GCA and the GCA’s implementing regulations that are necessary for Buyer to conduct the Business as currently conducted.

“Avoidance Actions” means any and all claims and remedies of Seller under Sections 510 and 542 through 553 of the Bankruptcy Code or under similar state laws including, without limitation, fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in Huntsville, Alabama are authorized by Law or other governmental action to close.

“Cash” means all cash and cash equivalents held by Seller, including all petty cash, register cash, undeposited checks, cash in transit and marketable securities, in each case as of immediately prior to the Closing (and including without limitation (i) the Good Faith Deposit, (ii) the Net Closing Cash Payment, (iii) any fee reserves or escrows established by Seller, and (iv) any cash in the Dominion Account (as defined in the Priority Term Loan)).

“Claims” encompasses the definition in Bankruptcy Code §101(5) and under this Agreement also includes any and all liabilities, rights, credits, defenses, allowances, rebates, choses in action, rights of recovery, set-off, causes of action, civil or criminal, any contributions received from or owed to charitable or other organizations, assertions of legal or moral responsibility, in each case known or unknown, pending or threatened, at law or in equity, direct

or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or inchoate, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or unasserted actions against Seller or any of its Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, indenture, note, bond, lease, license, premium finance arrangement, purchase order, sales order or other agreement to which Seller is a party; provided that Contracts do not include any Lease or any employment or similar Contracts.

“Creditworthy” means sufficiently capitalized, to the reasonable satisfaction of Seller upon provision to Seller of substantiating documentary evidence, to be able to pay the Purchase Price.

“D&O Insurance” means the policy in effect as of the Effective Date that provides for insurance from liability for current and former directors and officers of Seller, including insurance from liabilities with respect to all claims (including, under “tail” insurance coverage, those claims brought within six (6) years from the Closing Date) arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated by this Agreement).

“DIP Facility” means any debtor-in-possession financing advanced to Seller in the Bankruptcy Case.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, surveys, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“Environmental Laws” means all applicable federal, state and local statutes, ordinances, rules, Orders, regulations and other provisions having the force of law, all judicial and administrative Orders and determinations, and all common law concerning pollution or protection of human health and the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control

or cleanup of any hazardous materials.

“Final Order” means an Order, ruling or judgment of any court of competent jurisdiction that has not been reversed, stayed, modified or amended, and as to which no appeal, petition for certiorari, motion or petition for rehearing or reargument is pending, and the deadline for any such filing has expired.

“GCA” means Gun Control Act of 1968 (Chapter 44 of Title 18, United States Code § 921 et seq).

“Government” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, or any state, county or municipality thereof, including the employees or agents thereof.

“Historic Firearms Books and Records” means all historic books and records relating to the sale of firearms included in the Acquired Assets, including all records required to be kept pursuant to parts 447, 478, and, 479 of title 27, Code of Federal Regulations.

“Income Tax” means any Tax based on, imposed on or measured by income, gross receipts or profits, including any interest, penalty or other addition with respect thereto.

“Income Tax Return” means any Tax Return with respect to Income Taxes.

“Interests” means all rights and entitlements of any nature including, without limitation, security interests, assignments of Liens or Claims, licenses, leases, contract rights, indentures, instruments, licenses, options, escheatment, abandoned property, unclaimed property, covenants, conditions, zoning, planning and any other restrictions, easements, encroachments, Permits or other interests in property or limitations on the use of real property or irregularities in title, rights of first refusal, rights to injunctive or other legal relief, any attributes of ownership, rights or restrictions of any kind and nature, whenever incurred, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, matured or unmatured, legal or equitable (which Interests may also be Liens or Claims).

“Knowledge” or any other similar term or knowledge qualification means, with respect to (i) Seller, the actual conscious knowledge of either of Ken D’Arcy (President and Chief Executive Officer of ROC) or Mark Little (Vice President and Chief Financial Officer of ROC), as of the date the applicable representation or warranty is made or deemed made under this Agreement and (ii) Buyer, the actual conscious knowledge of Michael Sucher (President and Chief Executive Officer of Buyer), as of the date the applicable representation or warranty is made or deemed made under this Agreement.

“Leased Real Property” means all leasehold or subleasehold estates and other rights of Seller to possess, use or occupy (or to grant others the right to possess, use or occupy) any land, buildings, structures, improvements, fixtures or other interest in real property, in each of the foregoing cases, to the extent possessed, used or occupied in connection with the Business.

“Leasehold Improvements” means all buildings, structures, improvements and fixtures

that are owned by Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.

“Leases” means all leases, ground leases, subleases, licenses and other agreements, including all amendments, extensions, renewals, and other agreements with respect thereto, pursuant to which Seller has the right to possess, use, lease or occupy (or to grant others the right to possess, use or occupy) any Leased Real Property.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement, other than (a) a lessor’s interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor’s interest in, property underlying any leases; (b) any imperfection of title with respect to any asset that does not materially interfere with the present occupancy, use or marketability of such asset and the continuation of the present occupancy or use of such asset; and (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances that are not created pursuant to mortgages or other financing or security documents, or any other state of facts, that do not materially interfere with the present occupancy or use of an asset.

“Material Adverse Effect” means a state of facts, event, change or effect on the value of the Acquired Assets that results in a material and adverse effect on the value of the Acquired Assets taken as a whole, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (A) changes resulting from, or from any motion, application, pleading or Order filed relating to, the Bankruptcy Case; (B) any action of Seller taken pursuant to, or any failure of Seller to take any action prohibited by, any Order of the Bankruptcy Court, this Agreement or any of the Ancillary Agreements to which Seller is a party; (C) the public disclosure of this Agreement or any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby, (D) changes, after the Effective Date, in United States generally accepted accounting principles, (E) changes in general United States economic, monetary or financial conditions, including changes in prevailing interest rates, credit availability, and the credit markets generally, as well as changes in the commercial real estate markets in the geographic regions in which Seller operates the Business, (F) changes in the firearms, ammunition or sporting goods industries in general, (G) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war (whether or not declared) or (H) any occurrence, outbreak, escalation or worsening of, or furloughs or Government actions (including any quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or any other applicable Law, order, directive, guideline or recommendation by any Government of competent jurisdiction (collectively, “COVID Restrictions”)) instituted in response to, any epidemic, pandemic or other disease (including without limitation the COVID-19 virus).

“Owned Real Property” means all land and all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto, owned by Seller.

“Permit” means any permit, license, authorization, registration or certificate obtained from any Government.

“Permitted Liens” mean: (a) all terms, conditions and restrictions under any Permit; (b) Liens for taxes arising from the Firearms Ammunition and Excise Tax; (c) Liens that will attach to the proceeds of the sale under this Agreement pursuant to Section 363 of the Bankruptcy Code or that will not survive the Closing and (d) Liens that Buyer agrees in writing to accept.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

“Plan” means a Joint Chapter 11 Plan filed by Seller with the Bankruptcy Court.

“Pre-Closing Income Taxes” means any Income Taxes paid, payable, or that become payable, in connection with Seller or any of its Affiliates or relating to the Business, in respect of a taxable period (or portion thereof) ending as of the close of business on the day prior to Closing Date.

“Pre-Closing Taxes” means any Taxes paid, payable, or that become payable, in connection with Seller or any of its Affiliates or relating to the Business (other than any excise taxes (whether or not deferred)), in respect of a taxable period (or portion thereof) ending as of the close of business on the day prior to Closing Date.

“Priority Term Loan” means that certain Loan and Security Agreement, dated as of April 18, 2019 (as amended by that certain Amendment No. 1, dated May 1, 2019, that certain Amendment No. 2, dated June 24, 2019, that certain Amendment No. 3, dated August 15, 2019, that certain Amendment No. 4, dated October 11, 2019, that certain Amendment No. 5, dated February 21, 2020, and that certain Amendment No. 6, dated March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto, Cantor Fitzgerald Securities, as administrative agent and initial collateral agent, and the lenders party thereto.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

“Retained Litigation” means all litigation and Claims arising or related to events prior to the Closing.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all Documents related to any of the foregoing.

“Straddle Period” means any taxable period beginning prior to, and ending after, the Closing Date.

“Subsidiary(ies)” means, when used with respect to any specified Person, any other

Person (a) of which the specified Person or any Subsidiary thereof is a general partner, (b) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (c) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise (whether or not deferred), franchise, gross receipts, occupation, real and personal property, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature, whether arising before, on or after the Closing Date; and “Tax” shall mean any one of them.

Section 12.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Acquired Assets	Section 1.1
Affiliate	Section 12.1
Agreement.....	<i>Preamble</i>
Allocation.....	Section 8.3
Alternative Transaction.....	Section 12.1
Approval Termination Date	Section 10.1(d)
Arbitrator.....	Section 2.3(e)(ii)
Avoidance Actions.....	Section 12.1
Bankruptcy Case	<i>Recitals</i>
Bankruptcy Code	<i>Recitals</i>
Bankruptcy Court.....	<i>Recitals</i>
Bidding Procedures Motion	<i>Recitals</i>
Bidding Procedures Order.....	<i>Recitals</i>
Break Fee	Section 10.2(c)
Business	<i>Recitals</i>
Business Day.....	Section 12.1
Buyer.....	<i>Preamble</i>
Cash.....	Section 12.1
Claims	Section 12.1
Closing.....	Section 3.1

Closing Adjustment Documents	Section 2.3(b)
Closing Date.....	Section 3.1
Code	Section 12.1
Collar Amount	Section 2.3(a)
Confidentiality Agreement.....	Section 5.1(b)
Contract.....	Section 12.1
COVID Restrictions.....	Section 12.1
Creditworthy	Section 12.1
Disagreement	Section 2.3(c)
Documents	Section 12.1
DOJ	Section 5.3(b)
Effective Date	<i>Preamble</i>
Employee Benefit Plans.....	Section 12.1
Employee Liabilities	Section 12.1
Employee Records	Section 12.1
Employees.....	Section 12.1
Environmental Laws	Section 12.1
ERISA	Section 12.1
Excluded Assets	Section 1.2
Final Order	Section 12.1
FTC	Section 5.3(b)
Good Faith Deposit.....	Section 2.2(a)
Government.....	Section 12.1
Gross Closing Cash Payment.....	Section 2.1(a)
Interests.....	Section 12.1
JAMS	Section 2.3(e)(ii)
Law	Section 4.1(c)
Leased Real Property	Section 12.1
Leasehold Improvements	Section 12.1
Leases.....	Section 12.1
Lien	Section 12.1
Material Adverse Effect.....	Section 12.1
Necessary Consent	Section 1.6
Net Closing Cash Payment	Section 2.2(b)
Notice of Disagreement	Section 2.3(c)
Order	Section 4.1(c)
Other Agreements	Section 1.8
Owned Real Property	Section 12.1
Pension Plan.....	Section 12.1
Person.....	Section 12.1
Petition Date.....	<i>Recitals</i>
Plan	Section 12.1
Post-Closing Adjustment	Section 2.3(a)
Pre-Closing Income Taxes.....	Section 12.1
Priority Term Loan	Section 12.1
Purchase Price.....	Section 2.1

Related Person	Section 12.1
Retained Litigation.....	Section 12.1
ROC	Preamble
Sale Hearing.....	Section 1.5(a)
Sale Order	<i>Recitals</i>
Seller	Preamble
Seller's Knowledge.....	Section 12.1
Software	Section 12.1
Subsidiary(ies)	Section 12.1
Tax Return	Section 12.1
Taxes	Section 12.1
Transaction Taxes	Section 8.1
Warranty Termination Date	Section 10.1(b)

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER

CENTURY ARMS, INC.

By: Michael Sucher
Name: Michael Sucher
Title: President and CEO

{00911413.DOC\1}S-1

ROC

REMINGTON OUTDOOR COMPANY,
INC.

By: _____
Name:
Title:

SUBSIDIARIES OF ROC

FGI OPERATING COMPANY, LLC

By: _____
Name:
Title:

FGI HOLDING COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

OUTDOOR SERVICES, LLC

By: _____
Name:
Title:

FGI FINANCE INC.

By: _____
Name:
Title:

HUNTSVILLE HOLDINGS LLC

By: _____
Name:
Title:

TMRI, INC.

By: _____
Name:
Title:

REMINGTON ARMS DISTRIBUTION
COMPANY, LLC

By: _____
Name:
Title:

32E PRODUCTIONS, LLC

By: _____
Name:
Title:

GREAT OUTDOORS HOLDCO, LLC

By: _____
Name:
Title:

Remington Outdoor Company - Firearms Inventory Register

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ILN	ILN	Firearms	29521	Finished Product	105 CTI 12/28 PROBORE VT	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	82910	Finished Product	1100 12/28 RC VT 200TH ANNIV	13	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	25369	Finished Product	1100 12/28 SYN RC MD VT SPS	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	25333	Finished Product	1100 12/30 CLASC TRAP RC VT LCT MCS H.G.	6	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	82821	Finished Product	1100 COMP SYN 12/30BS PROBORE VT ADJ-STK	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	ILN	Firearms	82821	Finished Product	1100 COMP SYN 12/30BS PROBORE VT ADJ-STK	4	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	ILN	Firearms	82821	Finished Product	1100 COMP SYN 12/30BS PROBORE VT ADJ-STK	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	82911	Finished Product	1100 PREM 12/28 RC VT 200TH ANNIV-EMP	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	25315	Finished Product	1100 SPORTING 12/28 RC VT LCT H.G.	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	29549	Finished Product	1100 SPORTING 410/27 RC VT H.G.	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	ILN	Firearms	29549	Finished Product	1100 SPORTING 410/27 RC VT H.G.	3	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	26595	Finished Product	1100 XBL 12/21 NCL FR	19	EA	Consumer Parts	Traditional Parts
2310010	OHL	ILN	Firearms	26595	Finished Product	1100 XBL 12/21 NCL FR	25	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	24466	Finished Product	1100 XBL 12/26 RC VT	5	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	24466	Finished Product	1100 XBL 12/26 RC VT	52	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	24464	Finished Product	1100 XBL 12/28 RC VT	2	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	24488	Finished Product	1100 XBL 12/30 RC VT	4	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	24488	Finished Product	1100 XBL 12/30 RC VT	1	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	24438	Finished Product	1100 XBL 20/21 IC RS LWT	6	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	19258	Finished Product	1100/1187 12&16GA PISTON&BBL SEALS KIT	2	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19258	Finished Product	1100/1187 12&16GA PISTON&BBL SEALS KIT	18	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	25289	Finished Product	1187 12/28 RC VT PR LC H.G.	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	29847	Finished Product	1187 POL 12/14P MD RS SF SF	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	ILN	Firearms	29859	Finished Product	1187 POL 12/18P IC BS SF SF EXT2	3	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	25303	Finished Product	1187 SMAG 12/28 RC VT PR	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	83700	Finished Product	1187 SPORTSMAN 12/28 BS RC MD	5	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	ILN	Firearms	83700	Finished Product	1187 SPORTSMAN 12/28 BS RC MD	39	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	ILN	Firearms	83700	Finished Product	1187 SPORTSMAN 12/28 BS RC MD	57	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	29827	Finished Product	1187 SPORTSMAN 20/26 RC MD VT SYN	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	29827	Finished Product	1187 SPORTSMAN 20/26 RC MD VT SYN	1	EA	Shotguns	Shotguns - Semi-Auto

G/L	Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	1003	HSV	Firearms		83630	Finished Product	1187 SPORTSMAN CMPT 20/21 RCMD VT CAMO	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms		83626	Finished Product	1187 SPORTSMAN CMPT 20/21 RCMD VT SYN	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms		83626	Finished Product	1187 SPORTSMAN CMPT 20/21 RCMD VT SYN	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms		83609	Finished Product	1187 SPORTSMAN SMAG 12/28 RC MD RT-HDWDS	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms		29879	Finished Product	1187 SPORTSMAN SYN 12/28 RC MD VT	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	ILN	Firearms		29879	Finished Product	1187 SPORTSMAN SYN 12/28 RC MD VT	35	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	ILN	Firearms		29879	Finished Product	1187 SPORTSMAN SYN 12/28 RC MD VT	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms		29609	Finished Product	1187 XBL 12/21 FR RS SP	1	EA	Consumer Parts	Traditional Parts
2310010	ILN	OHL	Consumer - Firearm Components		24645	Finished Product	1187 XBL 12/21 NCL FR SP	18	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms		24629	Finished Product	1187 XBL 12/23 FR RS SP S.MAG	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components		80506	Finished Product	1187 XBL PR 20/28 RC MD VT	1	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms		27591	Finished Product	1187 XBL SPT 20/21 CL FR	3	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components		19462	Finished Product	12&16GA MAG.CAP W/STUD FOR 870/1100/1187	32	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components		19149	Finished Product	12GA EXT REM CHOKE BUNDLE/IC,MOD,FULL	12	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components		19149	Finished Product	12GA EXT REM CHOKE BUNDLE/IC,MOD,FULL	545	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components		19539	Finished Product	12GA MLOK BARREL CLAMP ASSEMBLY	125	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms		96323	Finished Product	1911 R1 45 AUTO 5"	12	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms		96323	Finished Product	1911 R1 45 AUTO 5"	2	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96496	Finished Product	1911 R1 45AUTO 5" 200th ANNIV COMMEM	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96372	Finished Product	1911 R1 45AUTO 5" 200th ANNIV LTD-ED	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96362	Finished Product	1911 R1 BASE FDE 45 AUTO 5"	2	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96336	Finished Product	1911 R1 COMMANDER 45 AUTO 4.25"	5	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms		96336	Finished Product	1911 R1 COMMANDER 45 AUTO 4.25"	14	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96491	Finished Product	1911 R1 ENHANCED 15.45 45AUTO 5"	11	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms		96491	Finished Product	1911 R1 ENHANCED 15.45 45AUTO 5"	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96364	Finished Product	1911 R1 ENHANCED 9MM AUTO 5"	6	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96359	Finished Product	1911 R1 ENHANCED COMMANDER 45 AUTO 4.25"	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96679	Finished Product	1911 R1 HUNTER 10MM 6"	5	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96495	Finished Product	1911 R1 HUNTER ORB 10MM AUTO 6"	1	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	ILN	Firearms		96715	Finished Product	1911 R1 LIMITED 16.45 45AUTO 5"	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96714	Finished Product	1911 R1 LIMITED 18.40 40S&W 5"	2	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96713	Finished Product	1911 R1 LIMITED 19.9 9MM 5"	5	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms		96713	Finished Product	1911 R1 LIMITED 19.9 9MM 5"	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms		96717	Finished Product	1911 R1 LIMITED 40 40S&W 5"	2	EA	Handguns	Handgun - Semi-Auto

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	1003	HSV	Firearms	96718	Finished Product	1911 R1 LIMITED 9 5" 9MM	5	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96489	Finished Product	1911 R1 RECON 15.45 45AUTO 4.25"	13	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96490	Finished Product	1911 R1 RECON 18.9 9MM 4.25"	37	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96486	Finished Product	1911 R1 TACTICAL 15.45 45AUTO 5"	3	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96488	Finished Product	1911 R1 TACTICAL 15.45 45AUTO 5.5" TB	3	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96385	Finished Product	1911 R1 TACTICAL 8 45 45AUTO 5"	7	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96725	Finished Product	1911 R1 TOMASIE 18.40 40S&W 5"	10	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96492	Finished Product	1911 R1 ULTRALGHT COMMANDER 45AUTO 4.25"	176	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96492	Finished Product	1911 R1 ULTRALGHT COMMANDER 45AUTO 4.25"	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96493	Finished Product	1911 R1 ULTRALGHT EXECUTIVE 45AUTO 3.5"	6	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96332	Finished Product	1911 R1-CARRY 45 AUTO 5"	2	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms	96332	Finished Product	1911 R1-CARRY 45 AUTO 5"	2	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96335	Finished Product	1911 R1-CARRY COMMANDER 45 AUTO 4.25"	3	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96356	Finished Product	1911 R1-CARRY COMMANDER C.T 45AUTO 4.25"	2	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96328	Finished Product	1911 R1-ENHANCED 45 AUTO 5"	4	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms	96328	Finished Product	1911 R1-ENHANCED 45 AUTO 5"	1	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96328	Finished Product	1911 R1-ENHANCED 45 AUTO 5"	21	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96339	Finished Product	1911 R1-ENHANCED THREADED 45 AUTO 5"	4	EA	Handguns	Handgun - Semi-Auto
2310010	ILN	HSV	Firearms	96339	Finished Product	1911 R1-ENHANCED THREADED 45 AUTO 5"	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96324	Finished Product	1911 R1-S 45 AUTO 5"	33	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96324	Finished Product	1911 R1-S 45 AUTO 5"	173	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96304	Finished Product	1911 R1-S 45 AUTO 5" HI POLISH PEARL	6	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96329	Finished Product	1911 R1-S ENHANCED 45 AUTO 5"	7	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms	96329	Finished Product	1911 R1-S ENHANCED 45 AUTO 5"	5	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96329	Finished Product	1911 R1-S ENHANCED 45 AUTO 5"	5	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96360	Finished Product	1911 R1S ENHANCED COMMANDER 45AUTO 4.25"	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96367	Finished Product	1911 UMC COMMEMORATIVE 45 AUTO 5"	1	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms	96367	Finished Product	1911 UMC COMMEMORATIVE 45 AUTO 5"	4	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	19461	Finished Product	20GA MAG.CAP W/STUD FOR 870/1100/1187	79	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	18161	Finished Product	2oz.COMBO-REM OIL/ACT CLEANER/BRITE BORE	13	EA	Consumer Accessories	Gun Care
2310010	ARM	ILN	Firearms	87900	Finished Product	40-X TDR 308 WIN 20" BLACK/BLACK	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27284	Finished Product	40-XB-R KS 22-250 REM 27-1/4" CF H-2	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	ILN	Firearms	27174	Finished Product	40-XB-R KS TACTICAL 308 WIN FLUTED	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	29792	Finished Product	522 VIPER .22 AUTO	1	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	ARM	ILN	Firearms	25594	Finished Product	552 BDL .22 RF AUTO 21"	1	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	ARM	ILN	Firearms	25624	Finished Product	572 BDL .22 RF 21" PUMP	2	EA	Rimfire Rifles	Rimfire - Pump Action
2310010	1003	HSV	Firearms	18635	Finished Product	597 - 1" SCOPE RAIL (LR or MAG)	2	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	80868	Finished Product	597 22LR TH-MZ 16.5" KRYPTEK CAMO	4	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	ARM	ILN	Firearms	26560	Finished Product	597 MAGNUM SYN 22 WMR 20"	1	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	1003	HSV	Firearms	26550	Finished Product	597 SYN 22LR 20"	2	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	1003	HSV	Firearms	80854	Finished Product	597 SYN 22LR 20" MOSSY OAK PINK CAMO	3	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	1003	HSV	Firearms	26513	Finished Product	597 SYN 22LR 20" W/SCOPE	8	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	ARM	HSV	Firearms	26513	Finished Product	597 SYN 22LR 20" W/SCOPE	1	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	ARM	ILN	Firearms	80864	Finished Product	597 SYN FLX CAMO 22LR 20"	1	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	ARM	ILN	Firearms	80852	Finished Product	597 TVP HB LSS 22LR 20"	1	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	ARM	ILN	Firearms	80901	Finished Product	597 VTR HB 22LR 16" PG CS	1	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	1003	HSV	Firearms	80878	Finished Product	597 SYN HB 22LR 16.5" BLACK STOCK	9	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	ARM	HSV	Firearms	80878	Finished Product	597 SYN HB 22LR 16.5" BLACK STOCK	4	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	ARM	ILN	Firearms	80877	Finished Product	597 SYN HB 22LR 16.5" OD GREEN	2	EA	Rimfire Rifles	Rimfire - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	19506	Finished Product	60ct REM OIL WIPES-18"SHELF TRAY DISPLAY	55	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	54924	Finished Product	64334A REM SQUEEG-E 22/223 CAL / 5.56MM	422	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	54923	Finished Product	64334B REM SQUEEG-E 243/25	2,250.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	54920	Finished Product	64334C REM SQUEEG-E 7MM/270CAL	4,212.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	54922	Finished Product	64334D REM SQUEEG-E 30CAL/7.62MM	3,797.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	54921	Finished Product	64334F REM SQUEEG-E 10MM/40CAL	1,254.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	54931	Finished Product	64334G REM SQUEEG-E 40/45 CAL	4,280.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	54927	Finished Product	64334H REM SQUEEG-E 50 CAL/410 GA	36	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	54929	Finished Product	64344A REM SQUEEG-E 12/16 GA	394	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	54930	Finished Product	64344B REM SQUEEG-E 20/28 GA	4,590.00	EA	Consumer Accessories	Gun Care

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	85227	Finished Product	700 308 WIN 22" CURLY MAPLE - NYSSA	34	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85226	Finished Product	700 308 WIN 22" WALNUT - NYSSA	16	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	85220	Finished Product	700 ADL 6.5CM 24" GREEN&BLACK WEBB W/SC	9	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85434	Finished Product	700 ADL CAMO 22-250 REM 26" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85446	Finished Product	700 ADL CAMO 243 WIN 26" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85486	Finished Product	700 ADL SS SYN 243 WIN 24" W/SCOPE	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85486	Finished Product	700 ADL SS SYN 243 WIN 24" W/SCOPE	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	OHL	Consumer - Firearm Components	85488	Finished Product	700 ADL SS SYN 270 WIN 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85488	Finished Product	700 ADL SS SYN 270 WIN 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85491	Finished Product	700 ADL SS SYN 30-06 SPRG 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	85491	Finished Product	700 ADL SS SYN 30-06 SPRG 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85491	Finished Product	700 ADL SS SYN 30-06 SPRG 24" W/SCOPE	19	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	OHL	Consumer - Firearm Components	85490	Finished Product	700 ADL SS SYN 308 WIN 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84601	Finished Product	700 ADL SYN 22-250 REM 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84600	Finished Product	700 ADL SYN 223 REM 24" W/SCOPE	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27093	Finished Product	700 ADL SYN 243 WIN 24" W/SCOPE	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85430	Finished Product	700 ADL SYN 25-06 REM 24" NS	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27094	Finished Product	700 ADL SYN 270 WIN 24" W/SCOPE	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	27094	Finished Product	700 ADL SYN 270 WIN 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	27094	Finished Product	700 ADL SYN 270 WIN 24" W/SCOPE	66	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	27095	Finished Product	700 ADL SYN 30-06 SPRG 24" W/SCOPE	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	27095	Finished Product	700 ADL SYN 30-06 SPRG 24" W/SCOPE	4	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ILN	HSV	Firearms	27095	Finished Product	700 ADL SYN 30-06 SPRG 24" W/SCOPE	32	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85432	Finished Product	700 ADL SYN 308 WIN 24" NS	239	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85407	Finished Product	700 ADL SYN 308 WIN 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85407	Finished Product	700 ADL SYN 308 WIN 24" W/SCOPE	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85447	Finished Product	700 ADL SYN 6.5CREEDMOOR 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	85447	Finished Product	700 ADL SYN 6.5CREEDMOOR 24" W/SCOPE	16	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27097	Finished Product	700 ADL SYN 7MM REM MAG 26" W/SCOPE	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	27097	Finished Product	700 ADL SYN 7MM REM MAG 26" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85373	Finished Product	700 ADL SYN CAMO 270 WIN 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	27092	Finished Product	700 ADL SYN CMPT 243 WIN 20" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85429	Finished Product	700 ADL SYN VARMINT 6.5CREEDMOOR 26"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85429	Finished Product	700 ADL SYN VARMINT 6.5CREEDMOOR 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85456	Finished Product	700 ADL TACT FDE THR-MZ 6.5CREEDMOOR24"	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85418	Finished Product	700 ADL VARMINT 22-250 REM 26"	65	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85417	Finished Product	700 ADL VARMINT 223 REM 26"	13	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85425	Finished Product	700 ADL VARMINT 308 WIN 26"	138	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84672	Finished Product	700 ADL WALNUT30-06 SPRG24" 200TH ANNIV	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84672	Finished Product	700 ADL WALNUT30-06 SPRG24" 200TH ANNIV	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84550	Finished Product	700 AWR 270 WIN 24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84550	Finished Product	700 AWR 270 WIN 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84555	Finished Product	700 AWR 300 WIN MAG 24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84558	Finished Product	700 AWR 338 REM U.MAG 26"	6	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	84556	Finished Product	700 AWR 338 WIN MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	84552	Finished Product	700 AWR 7MM REM MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	87206	Finished Product	700 AWR II 300 WIN MAG CUST 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	25787	Finished Product	700 BDL 243 WIN 22"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	25793	Finished Product	700 BDL 30-06 SPRG 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	25793	Finished Product	700 BDL 30-06 SPRG 22"	23	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	25803	Finished Product	700 BDL 7MM REM MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84042	Finished Product	700 BDL 7MM REM MAG 24" 200TH ANNIV	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84043	Finished Product	700 BDL 7MM REM MAG 24" 200TH ANNIV-EMP	8	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	84043	Finished Product	700 BDL 7MM REM MAG 24" 200TH ANNIV-EMP	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	26269	Finished Product	700 BDL 7MM REM ULTRA MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	19664	Finished Product	700 BOLT DISASSEMBLY TOOL	937	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	27007	Finished Product	700 CDL 243 WIN 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	OHL	Consumer - Firearm Components	27017	Finished Product	700 CDL 30-06 SPRG 24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	27017	Finished Product	700 CDL 30-06 SPRG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27047	Finished Product	700 CDL 7MM REM MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	27047	Finished Product	700 CDL 7MM REM MAG 26"	20	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	27015	Finished Product	700 CDL 7MM-08 REM 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84036	Finished Product	700 CDL SF 25-06 REM 24" LTD-ED	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84019	Finished Product	700 CDL SF 257 WBY MAG 26"	12	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84038	Finished Product	700 CDL SF 300 SAVAGE 22" LTD-ED	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84032	Finished Product	700 CDL SF 300 WBY MAG 26" LTD-ED	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	HSV	Firearms	84032	Finished Product	700 CDL SF 300 WBY MAG 26" LTD-ED	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84030	Finished Product	700 CDL SF 35 WHELEN 24" LTD-ED	9	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84034	Finished Product	700 CDL SF 6.5 CREEDMOOR 22" LTD-ED	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84012	Finished Product	700 CDL SF 7MM-08 REM 24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	OHL	Consumer - Firearm Components	19949	Finished Product	700 CHASSIS & HAND GUARD-SQUARE DROP	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19949	Finished Product	700 CHASSIS & HAND GUARD-SQUARE DROP	2	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	96816	Finished Product	700 CP QD PLATE 223 REM 10.5"	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	96814	Finished Product	700 CP QD PLATE 300 BLACKOUT 10.5"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	96814	Finished Product	700 CP QD PLATE 300 BLACKOUT 10.5"	11	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	96815	Finished Product	700 CP QD PLATE 308 WIN 12.5"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	96815	Finished Product	700 CP QD PLATE 308 WIN 12.5"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	25948	Finished Product	700 CUSTOM HIGH GRADE RIFLE	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	19477	Finished Product	700 INTEGRAL HIGH-SCOPE MNT(BLACK)2/PK	2	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19476	Finished Product	700 INTEGRAL HIGH-SCOPE MNT(SILVER)2/PK	587	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19425	Finished Product	700 INTEGRAL SCOPE MOUNT(BLACK) 2/PACK	5	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19424	Finished Product	700 INTEGRAL SCOPE MOUNT(SILVER) 2/PACK	924	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	26156	Finished Product	700 KS SAFARI 458 WIN MAG CUST LH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	27557	Finished Product	700 L/A CARBON-MAG - ACTION ONLY	79	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	27563	Finished Product	700 L/A SS MAG - ACTION ONLY	59	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	27561	Finished Product	700 L/A SS REG - ACTION ONLY	96	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	85323	Finished Product	700 L/A SS REG LH - ACTION ONLY	6	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	85285	Finished Product	700 L/A U.MAG SS - RECEIVER ONLY	1	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	84162	Finished Product	700 LONG RANGE 25-06 REM 26"	37	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84165	Finished Product	700 LONG RANGE 300 REM U.MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84164	Finished Product	700 LONG RANGE 300 WIN MAG 26"	32	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	84164	Finished Product	700 LONG RANGE 300 WIN MAG 26"	19	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	ILN	Firearms	84166	Finished Product	700 LONG RANGE 30-06 SPRG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	84163	Finished Product	700 LONG RANGE 7MM REM MAG 26"	38	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84163	Finished Product	700 LONG RANGE 7MM REM MAG 26"	58	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	OHL	Consumer - Firearm Components	85625	Finished Product	700 LONG RANGE SS 300 REM U.MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85624	Finished Product	700 LONG RANGE SS 300 WIN MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85611	Finished Product	700 LONG RANGE SS 7MM REM MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	84286	Finished Product	700 MAGPUL BLK-STK THMZ 300 WIN MAG 24"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84304	Finished Product	700 MAGPUL FDE THMZ 300 WIN MAG 24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	84304	Finished Product	700 MAGPUL FDE THMZ 300 WIN MAG 24"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84302	Finished Product	700 MAGPUL FDE THMZ 6.5 CREEDMOOR 20"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	84302	Finished Product	700 MAGPUL FDE THMZ 6.5 CREEDMOOR 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84303	Finished Product	700 MAGPUL FDE THMZ 6MM CREEDMOOR 20"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84303	Finished Product	700 MAGPUL FDE THMZ 6MM CREEDMOOR 20"	7	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	84303	Finished Product	700 MAGPUL FDE THMZ 6MM CREEDMOOR 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84291	Finished Product	700 MAGPUL HUNTER THMZ 260 REM 22"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84293	Finished Product	700 MAGPUL HUNTER THMZ 308 WIN 22"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84293	Finished Product	700 MAGPUL HUNTER THMZ 308 WIN 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84295	Finished Product	700 MAGPUL HUNTER THMZ 6.5CREEDMOOR 22"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	84295	Finished Product	700 MAGPUL HUNTER THMZ 6.5CREEDMOOR 22"	28	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84475	Finished Product	700 MTC 300 WIN MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84474	Finished Product	700 MTC 308 WIN 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84474	Finished Product	700 MTC 308 WIN 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	ILN	Firearms	84477	Finished Product	700 MTC 338 LAPUA 26"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	84477	Finished Product	700 MTC 338 LAPUA 26"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	84477	Finished Product	700 MTC 338 LAPUA 26"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84273	Finished Product	700 MTN SS 270 WIN 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84275	Finished Product	700 MTN SS 30-06 SPRG 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84275	Finished Product	700 MTN SS 30-06 SPRG 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84277	Finished Product	700 MTN SS 308 WIN 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85513	Finished Product	700 MTN SS 6.5 CREEDMOOR 22"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85513	Finished Product	700 MTN SS 6.5 CREEDMOOR 22"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84276	Finished Product	700 MTN SS 7MM-08 REM 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	87260	Finished Product	700 N.A. 7MM-08 REM CUST 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84610	Finished Product	700 PCR 308 WIN 24" VEIL CAMO	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	84610	Finished Product	700 PCR 308 WIN 24" VEIL CAMO	10	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84580	Finished Product	700 PCR ENH. TH-HB 308 WIN 24"	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84579	Finished Product	700 PCR ENH. TH-HB 6.5MM CREEDMOOR 24"	8	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84579	Finished Product	700 PCR ENH. TH-HB 6.5MM CREEDMOOR 24"	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	84579	Finished Product	700 PCR ENH. TH-HB 6.5MM CREEDMOOR 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	84588	Finished Product	700 PCR SBR 223 REM 10.5"	37	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	84589	Finished Product	700 PCR SBR 308 WIN 12.5"	98	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84583	Finished Product	700 PCR TH-HB 260 REM 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84583	Finished Product	700 PCR TH-HB 260 REM 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	OHL	Consumer - Firearm Components	84587	Finished Product	700 PCR TH-HB 308 WIN 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	1003	HSV	Firearms	84586	Finished Product	700 PCR TH-HB 6.5 CREEDMOOR 24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84597	Finished Product	700 PCR TH-HB MLOK 308 WIN 24"	9	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	84597	Finished Product	700 PCR TH-HB MLOK 308 WIN 24"	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84599	Finished Product	700 PCR TH-HB MLOK 6.5 CREEDMOOR 24"	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	84599	Finished Product	700 PCR TH-HB MLOK 6.5 CREEDMOOR 24"	7	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84598	Finished Product	700 PCR TH-HB MLOK 6MM CREEDMOOR 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	86675	Finished Product	700 POL 300 WIN MAG 24" P NS 5R 1x10	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	86672	Finished Product	700 POL 308 WIN 24" P NS 5R 1x10	11	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86587	Finished Product	700 POL 5R 308 20" 8-40's (BBL ACTION)	10	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	86516	Finished Product	700 POL 5R 308W 24" 8-40s (BBL ACTION)	8	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	25739	Finished Product	700 POL LTR 308 WIN 20" P HBFL NS HS3 B	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	86466	Finished Product	700 POL LTR 308 WIN 20" THREADED BBL	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86678	Finished Product	700 POL LTR TWS AAC 308WIN20"FL P NS 5R	12	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86676	Finished Product	700 POL TWS 308 WIN 24" P NS 5R 1x10	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	25714	Finished Product	700 POLICE 223 REM 26" P HB NS HS B	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	25709	Finished Product	700 POLICE 308 WIN 26" P HB NS HS1 B	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	27347	Finished Product	700 S/A CARBON-223 - ACTION ONLY	1	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	27553	Finished Product	700 S/A CARBON-308 - ACTION ONLY	2	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	27553	Finished Product	700 S/A CARBON-308 - ACTION ONLY	49	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	85389	Finished Product	700 S/A CARBON-MAG - ACTION ONLY	2	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	27559	Finished Product	700 S/A SS REG - ACTION ONLY	3	EA	Consumer Parts	Traditional Parts
2310010	OHL	ILN	Firearms	27307	Finished Product	700 SENDERO SF II 264 WIN MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27318	Finished Product	700 SENDERO SF II 300 REM ULTRA MAG 26"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	27318	Finished Product	700 SENDERO SF II 300 REM ULTRA MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	27313	Finished Product	700 SENDERO SF II 300 WIN MAG 26"	8	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27311	Finished Product	700 SENDERO SF II 7MM REM MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27351	Finished Product	700 SPS 223 REM 24"	49	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27475	Finished Product	700 SPS 243 WIN 20" YOUTH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	27475	Finished Product	700 SPS 243 WIN 20" YOUTH	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84150	Finished Product	700 SPS 243 WIN 20" YOUTH LH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84177	Finished Product	700 SPS 270 WIN 24" LH	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27331	Finished Product	700 SPS 270 WSM 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	27389	Finished Product	700 SPS 300 REM ULTRA MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	27389	Finished Product	700 SPS 300 REM ULTRA MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	27389	Finished Product	700 SPS 300 REM ULTRA MAG 26"	12	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	27387	Finished Product	700 SPS 300 WIN MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27363	Finished Product	700 SPS 30-06 SPRG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84178	Finished Product	700 SPS 30-06 SPRG 24" LH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27359	Finished Product	700 SPS 308 WIN 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	27359	Finished Product	700 SPS 308 WIN 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	27359	Finished Product	700 SPS 308 WIN 24"	9	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84148	Finished Product	700 SPS 6.5 CREEDMOOR 24"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	84148	Finished Product	700 SPS 6.5 CREEDMOOR 24"	9	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84179	Finished Product	700 SPS 7MM REM MAG 26" LH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84151	Finished Product	700 SPS 7MM-08 REM 20" YOUTH LH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84185	Finished Product	700 SPS CAMO 270 WIN 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	ILN	Firearms	84186	Finished Product	700 SPS CAMO 30-06 SPRG 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84191	Finished Product	700 SPS CAMO CMPT 7MM-08 REM 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	OHL	Consumer - Firearm Components	84181	Finished Product	700 SPS RTAP-CAMO 7MM REM MAG 24" RMEF	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85551	Finished Product	700 SPS TACT C.TAN THMZ 6.5CREEDMOOR22"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85551	Finished Product	700 SPS TACT C.TAN THMZ 6.5CREEDMOOR22"	281	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84203	Finished Product	700 SPS TACT OD W/THR.MZ 308 WIN 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84203	Finished Product	700 SPS TACT OD W/THR.MZ 308 WIN 20"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	84203	Finished Product	700 SPS TACT OD W/THR.MZ 308 WIN 20"	8	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	OHL	Consumer - Firearm Components	84205	Finished Product	700 SPS TACT TH MZ 300 BLACKOUT 16-1/2"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84205	Finished Product	700 SPS TACT TH MZ 300 BLACKOUT 16-1/2"	38	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85538	Finished Product	700 SPS TACT THMZ 308 WIN 16-1/2"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85538	Finished Product	700 SPS TACT THMZ 308 WIN 16-1/2"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	85538	Finished Product	700 SPS TACT THMZ 308 WIN 16-1/2"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85538	Finished Product	700 SPS TACT THMZ 308 WIN 16-1/2"	30	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84204	Finished Product	700 SPS TACT THR MZ 6.5CREEDMOOR 22"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	84204	Finished Product	700 SPS TACT THR MZ 6.5CREEDMOOR 22"	18	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	86503	Finished Product	700 SPS TACT(BBL ACTION)6.5CREEDMOOR22"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84207	Finished Product	700 SPS TACTICAL 308 WIN 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	84207	Finished Product	700 SPS TACTICAL 308 WIN 20"	7	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84159	Finished Product	700 SPS TH-MZ 308 WIN 20"	12	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84226	Finished Product	700 SPS VARMINT 22-250 REM 26" LH	11	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84217	Finished Product	700 SPS VARMINT 243 WIN 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	84228	Finished Product	700 SPS VARMINT 243 WIN 26" LH	27	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84218	Finished Product	700 SPS VARMINT 308 WIN 26"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84218	Finished Product	700 SPS VARMINT 308 WIN 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	84218	Finished Product	700 SPS VARMINT 308 WIN 26"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84229	Finished Product	700 SPS VARMINT 308 WIN 26" LH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	85559	Finished Product	700 SPS-DG 375 H&H MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85559	Finished Product	700 SPS-DG 375 H&H MAG 24"	54	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	OHL	Consumer - Firearm Components	27263	Finished Product	700 SPSS 243 WIN 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	27273	Finished Product	700 SPSS 300 WIN MAG 26"	14	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	27255	Finished Product	700 SPSS 300 WSM 24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27269	Finished Product	700 SPSS 30-06 SPRG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85197	Finished Product	700 SS 5-R BLACK THR MZ 300 WIN MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	85197	Finished Product	700 SS 5-R BLACK THR MZ 300 WIN MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85196	Finished Product	700 SS 5-R BLACK THR MZ 308 WIN 20"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85196	Finished Product	700 SS 5-R BLACK THR MZ 308 WIN 20"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85201	Finished Product	700 SS 5-R BLACK THR MZ 308 WIN 24"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85198	Finished Product	700 SS 5-R BLACK THR MZ 6.5CREEDMOOR24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	85198	Finished Product	700 SS 5-R BLACK THR MZ 6.5CREEDMOOR24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85198	Finished Product	700 SS 5-R BLACK THR MZ 6.5CREEDMOOR24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85508	Finished Product	700 SS 5-R THMZ 300 WIN MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85508	Finished Product	700 SS 5-R THMZ 300 WIN MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85200	Finished Product	700 SS 5-R THR MZ 308 WIN 20"	6	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	1003	HSV	Firearms	86950	Finished Product	700 ULTIMATE ML LSSF 50 CAL 26"	1	EA	Muzzleloaders	Muzzleloaders - Single Shot
2310010	ARM	HSV	Firearms	86950	Finished Product	700 ULTIMATE ML LSSF 50 CAL 26"	6	EA	Muzzleloaders	Muzzleloaders - Single Shot
2310010	ILN	HSV	Firearms	86950	Finished Product	700 ULTIMATE ML LSSF 50 CAL 26"	3	EA	Muzzleloaders	Muzzleloaders - Single Shot
2310010	1003	HSV	Firearms	86960	Finished Product	700 ULTIMATE MLS SF 50 CAL 26"	4	EA	Muzzleloaders	Muzzleloaders - Single Shot
2310010	ARM	HSV	Firearms	86960	Finished Product	700 ULTIMATE MLS SF 50 CAL 26"	1	EA	Muzzleloaders	Muzzleloaders - Single Shot
2310010	ILN	HSV	Firearms	86960	Finished Product	700 ULTIMATE MLS SF 50 CAL 26"	26	EA	Muzzleloaders	Muzzleloaders - Single Shot
2310010	OHL	HSV	Firearms	86960	Finished Product	700 ULTIMATE MLS SF 50 CAL 26"	2	EA	Muzzleloaders	Muzzleloaders - Single Shot
2310010	ILN	ILN	Firearms	86962	Finished Product	700 ULTIMATE MLS SF 50 CAL 26" (CANADA)	2	EA	Muzzleloaders	Muzzleloaders - Single Shot
2310010	OHL	OHL	Consumer - Firearm Components	86962	Finished Product	700 ULTIMATE MLS SF 50 CAL 26" (CANADA)	59	EA	Muzzleloaders	Muzzleloaders - Single Shot
2310010	ARM	ILN	Firearms	84342	Finished Product	700 VARMINT SF 22-250 REM 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	OHL	Consumer - Firearm Components	27467	Finished Product	700 VLS 204 RUGER 26"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	27467	Finished Product	700 VLS 204 RUGER 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27489	Finished Product	700 VLS 22-250 REM 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27491	Finished Product	700 VLS 223 REM 26"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84370	Finished Product	700 VTR 223 REM 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84356	Finished Product	700 VTR SS SYN 223 REM 22" BLACK	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	84356	Finished Product	700 VTR SS SYN 223 REM 22" BLACK	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84374	Finished Product	700 VTR SYN 223 REM 22" DK.EARTH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84375	Finished Product	700 VTR SYN 260 REM 22" DK.EARTH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	84375	Finished Product	700 VTR SYN 260 REM 22" DK.EARTH	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84377	Finished Product	700 VTR SYN 308 WIN 22" DK.EARTH	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84462	Finished Product	700 XCR TACTICAL 300 WIN MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ILN	OHL	Consumer - Firearm Components	84461	Finished Product	700 XCR TACTICAL 308 WIN 26"	24	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	84461	Finished Product	700 XCR TACTICAL 308 WIN 26"	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	84463	Finished Product	700 XCR TACTICAL 338 LAPUA MAG 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	84463	Finished Product	700 XCR TACTICAL 338 LAPUA MAG 26"	11	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	84049	Finished Product	700 AMERICAN HUNTER 6.5SCREEDMOOR 20" NRA	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	84049	Finished Product	700 AMERICAN HUNTER 6.5SCREEDMOOR 20" NRA	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	96811	Finished Product	700 CP ARM BRACE 308 WIN 12.5"	11	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	96811	Finished Product	700 CP ARM BRACE 308 WIN 12.5"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	96818	Finished Product	700 CP ARM BRACE 6.5CM 12.5"	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	25737	Finished Product	700 POL LTR 223 REM 20" P HBFL NS HS3 B	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	25737	Finished Product	700 POL LTR 223 REM 20" P HBFL NS HS3 B	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	86673	Finished Product	700 POL LTR 308 WIN 20" FL P NS 5R 1x10	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	86673	Finished Product	700 POL LTR 308 WIN 20" FL P NS 5R 1x10	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86677	Finished Product	700 POL LTR TWS 308WIN20"FL P NS 5R 1x10	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	25635	Finished Product	700 POLICE LTR TWS 308 WIN 20"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	96823	Finished Product	700CP QD PLATE 300BO 10.5"VEIL TAC-BLUE	10	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	27059	Finished Product	750 270 WIN SATIN MCS 22"	2	EA	Centerfire Rifles	Centerfire - Semi-Auto
2310010	ARM	ILN	Firearms	27087	Finished Product	750 280 REM CARBINE 2-SHOT N.D.18.5"	1	EA	Centerfire Rifles	Centerfire - Semi-Auto
2310010	ARM	ILN	Firearms	27077	Finished Product	750 30-06 SPRG CARBINE SATIN MCS 18.5"	1	EA	Centerfire Rifles	Centerfire - Semi-Auto
2310010	ARM	ILN	Firearms	27061	Finished Product	750 30-06 SPRG SATIN MCS 22"	13	EA	Centerfire Rifles	Centerfire - Semi-Auto
2310010	ARM	ILN	Firearms	27075	Finished Product	750 308 WIN CARBINE SATIN MCS 18.5"	1	EA	Centerfire Rifles	Centerfire - Semi-Auto
2310010	ARM	ILN	Firearms	27089	Finished Product	750 35 WHELEN CARBINE 2-SHOT N.D. 18.5"	8	EA	Centerfire Rifles	Centerfire - Semi-Auto

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	ILN	Firearms	85700	Finished Product	750 SYN 280REM 2-SHOT NDM CARB NMCS 22"	2	EA	Centerfire Rifles	Centerfire - Semi-Auto
2310010	ARM	ILN	Firearms	85702	Finished Product	750 SYN 30-06 CARB 2-SHOT N-DM 18.5"	10	EA	Centerfire Rifles	Centerfire - Semi-Auto
2310010	ARM	ILN	Firearms	85686	Finished Product	750 SYN 30-06 SPRG 22"	4	EA	Centerfire Rifles	Centerfire - Semi-Auto
2310010	ARM	ILN	Firearms	85701	Finished Product	750 SYN 35WHELEN 2-SHOT NDM CARB NMCS	60	EA	Centerfire Rifles	Centerfire - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	24655	Finished Product	7600 270 WIN SATIN 22"	14	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	ARM	ILN	Firearms	24661	Finished Product	7600 30-06 SPRG CARBINE SATIN 18.5"	1	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	ARM	ILN	Firearms	86276	Finished Product	7600 30-06 SPRG H.G. 22" 200TH ANNIV	1	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	ARM	ILN	Firearms	86278	Finished Product	7600 30-06 SPRG H.G. 22" 200TH ANNIV-EMP	1	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	ARM	ILN	Firearms	24657	Finished Product	7600 30-06 SPRG SATIN 22"	1	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	OHL	ILN	Firearms	24657	Finished Product	7600 30-06 SPRG SATIN 22"	13	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	24659	Finished Product	7600 308 WIN SATIN 22"	4	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	1003	HSV	Firearms	25161	Finished Product	7600 SYN 35 WHELEN CARB N-MCS 18.5"	17	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	ARM	HSV	Firearms	25161	Finished Product	7600 SYN 35 WHELEN CARB N-MCS 18.5"	28	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	ILN	HSV	Firearms	25161	Finished Product	7600 SYN 35 WHELEN CARB N-MCS 18.5"	3	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	ARM	ILN	Firearms	26488	Finished Product	7615 POL 223REM/5.56MM GRWC XS4 SF R C	3	EA	Centerfire Rifles	Centerfire - Pump Action
2310010	1003	HSV	Firearms	85630	Finished Product	770 SYN 243 WIN 22" W/SCOPE	8	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85630	Finished Product	770 SYN 243 WIN 22" W/SCOPE	8	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85637	Finished Product	770 SYN 243 WIN YOUTH 20" W/SCOPE	11	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85637	Finished Product	770 SYN 243 WIN YOUTH 20" W/SCOPE	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85632	Finished Product	770 SYN 270 WIN 22" W/SCOPE	7	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85632	Finished Product	770 SYN 270 WIN 22" W/SCOPE	12	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85636	Finished Product	770 SYN 300 WIN MAG 24" W/SCOPE	12	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	HSV	Firearms	85636	Finished Product	770 SYN 300 WIN MAG 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85633	Finished Product	770 SYN 30-06 SPRG 22" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85633	Finished Product	770 SYN 30-06 SPRG 22" W/SCOPE	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85634	Finished Product	770 SYN 308 WIN 22" W/SCOPE	7	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85634	Finished Product	770 SYN 308 WIN 22" W/SCOPE	10	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85635	Finished Product	770 SYN 7MM REM MAG 24" W/SCOPE	9	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85635	Finished Product	770 SYN 7MM REM MAG 24" W/SCOPE	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85896	Finished Product	783 CHASSIS MDT TH-B 6.5 CREEDMOOR 24"	25	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85772	Finished Product	783 HBT SYN HB MZ-B 450BUSHMASTER 16.5"	23	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85764	Finished Product	783 HBT SYN HB TH-MZ 223 REM 16.5"	9	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85764	Finished Product	783 HBT SYN HB TH-MZ 223 REM 16.5"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85770	Finished Product	783 HBT SYN HB TH-MZ 223 REM 24"	21	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85766	Finished Product	783 HBT SYN HB TH-MZ 300 AAC BLK 16.5"	25	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85765	Finished Product	783 HBT SYN HB TH-MZ 308 WIN 16.5"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85765	Finished Product	783 HBT SYN HB TH-MZ 308 WIN 16.5"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85771	Finished Product	783 HBT SYN HB TH-MZ 308 WIN 24"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85771	Finished Product	783 HBT SYN HB TH-MZ 308 WIN 24"	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85767	Finished Product	783 HBT SYN HB TH-MZ 6.5CREEDMOOR 16.5"	9	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85767	Finished Product	783 HBT SYN HB TH-MZ 6.5CREEDMOOR 16.5"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85773	Finished Product	783 HBT SYN HB TH-MZ 6.5CREEDMOOR 24"	23	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85773	Finished Product	783 HBT SYN HB TH-MZ 6.5CREEDMOOR 24"	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	19729	Finished Product	783 INTEGRAL SCOPE MOUNT HIGH BLACK	6	EA	Consumer Parts	Traditional Parts

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	19728	Finished Product	783 INTEGRAL SCOPE MOUNT HIGH SILVER	4,581.00	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19730	Finished Product	783 INTEGRAL SCOPE MOUNT MED SILVER	2,888.00	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	85845	Finished Product	783 SYN 22-250 REM 22" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85840	Finished Product	783 SYN 223 REM 22" W/SCOPE	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85832	Finished Product	783 SYN 243 WIN 22"	20	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85842	Finished Product	783 SYN 243 WIN 22" BLACK W/SCOPE	11	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85834	Finished Product	783 SYN 270 WIN 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85834	Finished Product	783 SYN 270 WIN 22"	20	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85844	Finished Product	783 SYN 270 WIN 22" BLACK W/SCOPE	6	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85844	Finished Product	783 SYN 270 WIN 22" BLACK W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85752	Finished Product	783 SYN 270 WIN 22" CAMO W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85749	Finished Product	783 SYN 270 WIN 22" MO-E W/SCOPE - DU	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85839	Finished Product	783 SYN 300 WIN MAG 24"	20	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85756	Finished Product	783 SYN 300 WIN MAG 24" CAMO W/SCOPE	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85756	Finished Product	783 SYN 300 WIN MAG 24" CAMO W/SCOPE	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85849	Finished Product	783 SYN 300 WIN MAG 24" W/SCOPE	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85836	Finished Product	783 SYN 30-06 SPRG 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85846	Finished Product	783 SYN 30-06 SPRG 22" BLACK W/SCOPE	66	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85846	Finished Product	783 SYN 30-06 SPRG 22" BLACK W/SCOPE	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85846	Finished Product	783 SYN 30-06 SPRG 22" BLACK W/SCOPE	866	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85753	Finished Product	783 SYN 30-06 SPRG 22" CAMO W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85753	Finished Product	783 SYN 30-06 SPRG 22" CAMO W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	1003	ILN	Firearms	85837	Finished Product	783 SYN 308 WIN 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85837	Finished Product	783 SYN 308 WIN 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85837	Finished Product	783 SYN 308 WIN 22"	20	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85847	Finished Product	783 SYN 308 WIN 22" BLACK W/SCOPE	15	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85847	Finished Product	783 SYN 308 WIN 22" BLACK W/SCOPE	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85847	Finished Product	783 SYN 308 WIN 22" BLACK W/SCOPE	354	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85754	Finished Product	783 SYN 308 WIN 22" CAMO W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85781	Finished Product	783 SYN 308 WIN 22" FDE W/SCOPE	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85826	Finished Product	783 SYN 6.5 CREEDMOOR 22" BLACK W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85826	Finished Product	783 SYN 6.5 CREEDMOOR 22" BLACK W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85826	Finished Product	783 SYN 6.5 CREEDMOOR 22" BLACK W/SCOPE	232	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85777	Finished Product	783 SYN 6.5 CREEDMOOR 22" CAMO W/SCOPE	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85848	Finished Product	783 SYN 7MM REM MAG 24" W/SCOPE	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85835	Finished Product	783 SYN 7MM-08 REM 22" BLACK W/SCOPE	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85835	Finished Product	783 SYN 7MM-08 REM 22" BLACK W/SCOPE	56	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85852	Finished Product	783 SYN COMPACT 243 WIN 20" W/SCOPE	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85853	Finished Product	783 SYN COMPACT 308 WIN 20" W/SCOPE	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85853	Finished Product	783 SYN COMPACT 308 WIN 20" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85768	Finished Product	783 SYN HB OD GREEN 450 BUSHMASTER 18"	45	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85734	Finished Product	783 VARMINT LAM.STOCK 22-250 REM 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85737	Finished Product	783 VARMINT LAM.STOCK 223 REM 26"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85737	Finished Product	783 VARMINT LAM.STOCK 223 REM 26"	8	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	1003	HSV	Firearms	85738	Finished Product	783 VARMINT LAM.STOCK 243 WIN 26"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85738	Finished Product	783 VARMINT LAM.STOCK 243 WIN 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85735	Finished Product	783 VARMINT LAM.STOCK 308 WIN 26"	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85748	Finished Product	783 VARMINT LAM.STOCK 6.5CREEDMOOR 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85748	Finished Product	783 VARMINT LAM.STOCK 6.5CREEDMOOR 26"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85748	Finished Product	783 VARMINT LAM.STOCK 6.5CREEDMOOR 26"	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85870	Finished Product	783 WALNUT 270 WIN 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85886	Finished Product	783 WALNUT 270 WIN 22" W/SCOPE	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85894	Finished Product	783 WALNUT 300 WIN MAG 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85894	Finished Product	783 WALNUT 300 WIN MAG 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85872	Finished Product	783 WALNUT 30-06 SPRG 22"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85888	Finished Product	783 WALNUT 30-06 SPRG 22" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85888	Finished Product	783 WALNUT 30-06 SPRG 22" W/SCOPE	10	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85874	Finished Product	783 WALNUT 308 WIN 22"	10	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85890	Finished Product	783 WALNUT 308 WIN 22" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	ILN	Firearms	85890	Finished Product	783 WALNUT 308 WIN 22" W/SCOPE	10	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85866	Finished Product	783 WALNUT 6.5 CREEDMOOR 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85866	Finished Product	783 WALNUT 6.5 CREEDMOOR 22"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85876	Finished Product	783 WALNUT 7MM REM MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85876	Finished Product	783 WALNUT 7MM REM MAG 24"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85892	Finished Product	783 WALNUT 7MM REM MAG 24" W/SCOPE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	19523	Finished Product	783 DM LONG ACTION MAGAZINE	3	EA	Consumer Parts	Traditional Parts

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	HSV	Firearms	19523	Finished Product	783 DM LONG ACTION MAGAZINE	5	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19524	Finished Product	783 DM LONG ACTION MAGNUM MAGAZINE	4	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	70677	Finished Product	795 LTR 22LR 18" SYN	4	EA	Rimfire Rifles	Rimfire - Semi-Auto Shotguns - Pump Action
2310010	1003	HSV	Firearms	25012	Finished Product	870 12/18N MARINE MAG CYL BS EXT2	2	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	25012	Finished Product	870 12/18N MARINE MAG CYL BS EXT2	3	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	HSV	Firearms	25012	Finished Product	870 12/18N MARINE MAG CYL BS EXT2	67	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	25012	Finished Product	870 12/18N MARINE MAG CYL BS EXT2	4	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	OHL	Consumer - Firearm Components	19420	Finished Product	870 12GA MAG EXT KIT-18"P W/SWIVL STUDS	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19420	Finished Product	870 12GA MAG EXT KIT-18"P W/SWIVL STUDS	33	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	19422	Finished Product	870 12GA MAG EXT KIT-20"P W/SWIVL STUDS	1	EA	Consumer Parts	Traditional Parts
2310010	1005	HSV	Consumer	19542	Finished Product	870 12GA MAG TUBE EXT +3	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	HSV	Consumer	19542	Finished Product	870 12GA MAG TUBE EXT +3	6	EA	Consumer Parts	Traditional Parts
2310010	1005	HSV	Consumer	18604	Finished Product	870 12GA TACTICAL STOCK KIT - BLACK	30	EA	Consumer Parts	Traditional Parts
2310010	OHL	HSV	Consumer	18604	Finished Product	870 12GA TACTICAL STOCK KIT - BLACK	110	EA	Consumer Parts	Traditional Parts
2310010	1005	HSV	Consumer	18815	Finished Product	870 20GA TACTICAL STOCK KIT - BLACK	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	HSV	Consumer	18815	Finished Product	870 20GA TACTICAL STOCK KIT - BLACK	497	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	81175	Finished Product	870 410/25 TKY RC VT MO NWTf OBSESSION	9	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	HSV	Firearms	81175	Finished Product	870 410/25 TKY RC VT MO NWTf OBSESSION	2	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	82710	Finished Product	870 BRS 12/11P CY NS EXTTHD KXNRS R BTN	3	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	82717	Finished Product	870 BRS 12/11P CYL NS PPG - NO PIC RAIL	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81350	Finished Product	870 DM 12/18.5 CYL BS	7	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	81350	Finished Product	870 DM 12/18.5 CYL BS	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81354	Finished Product	870 DM 12/18.5 RC RS GR KTK-HLD CAMO	4	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81352	Finished Product	870 DM 12/18.5 RC RS GR MAGPUL	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	81352	Finished Product	870 DM 12/18.5 RC RS GR MAGPUL	2	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81360	Finished Product	870 DM 12/18.5 RC RS PG	1	EA	Shotguns	Shotguns - Pump Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	ILN	Firearms	81348	Finished Product	870 DM SYN TACT 12/14 CYL BS TAC14	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	19717	Finished Product	870 DM-MAG 12GA 3-SHOT BLACK SYN	27	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	25559	Finished Product	870 EXP 12/18.5 CYL BS HARDWOOD STOCK	10	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	25575	Finished Product	870 EXP 12/20 FR RS	1	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	25575	Finished Product	870 EXP 12/20 FR RS	13	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	25575	Finished Product	870 EXP 12/20 FR RS	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	25565	Finished Product	870 EXP 12/20 IC RS MCS	18	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	81115	Finished Product	870 EXP 12/21 VT RC-TXF MOBU T-CAMO	25	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	81143	Finished Product	870 EXP 12/23 CL FR MCS HDWD	42	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	81143	Finished Product	870 EXP 12/23 CL FR MCS HDWD	72	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	25569	Finished Product	870 EXP 12/26 RC MD VT	1	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	HSV	Firearms	25569	Finished Product	870 EXP 12/26 RC MD VT	24	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	25568	Finished Product	870 EXP 12/28 RC MD VT	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	25568	Finished Product	870 EXP 12/28 RC MD VT	41	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	HSV	Firearms	25568	Finished Product	870 EXP 12/28 RC MD VT	28	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	25568	Finished Product	870 EXP 12/28 RC MD VT	234	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	25577	Finished Product	870 EXP 12/28 RC VT LH	3	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81063	Finished Product	870 EXP 12/30 LC RC MD VT TRAP	8	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	81063	Finished Product	870 EXP 12/30 LC RC MD VT TRAP	6	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	25582	Finished Product	870 EXP 20/26 RC VT	9	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	25582	Finished Product	870 EXP 20/26 RC VT	25	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	OHL	Consumer - Firearm Components	25583	Finished Product	870 EXP 20/28 RC MD VT	22	EA	Shotguns	Shotguns - Pump Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	25583	Finished Product	870 EXP 20/28 RC MD VT	15	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	25601	Finished Product	870 EXP 410/25 FL VT	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	25601	Finished Product	870 EXP 410/25 FL VT	5	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81167	Finished Product	870 EXP CMPT 20/21 RCMD VT RT EDGE	9	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	81167	Finished Product	870 EXP CMPT 20/21 RCMD VT RT EDGE	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	81161	Finished Product	870 EXP JR CMPT 20/18.75 RC MD VT	205	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	81125	Finished Product	870 EXP SMAG 12/26 VT RC MOBL CAMO	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81071	Finished Product	870 EXP SMAG 12/28 MDRC TT DRT CAMO	2	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	25100	Finished Product	870 EXP SMAG 12/28 RC MD VT	77	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81074	Finished Product	870 EXP SMAG 12/28 RC MD VT MOSGB	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	25098	Finished Product	870 EXP SMAG 12/28 RC MD VT RT EDGE	7	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	25098	Finished Product	870 EXP SMAG 12/28 RC MD VT RT EDGE	140	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81113	Finished Product	870 EXP SMAG 12/28 RC VT WF RT MAX5	7	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	25549	Finished Product	870 EXP SYN 12/18 CYL BS	3	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	25549	Finished Product	870 EXP SYN 12/18 CYL BS	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	25549	Finished Product	870 EXP SYN 12/18 CYL BS	23	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	25097	Finished Product	870 EXP SYN 12/20 FR RS	7	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	25589	Finished Product	870 EXP SYN 12/26 RC MD VT	5	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81291	Finished Product	870 EXP SYN 12/26 RCVT &12/18.5 BS XBL	2	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	25587	Finished Product	870 EXP SYN 12/28 RC MD VT	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	25587	Finished Product	870 EXP SYN 12/28 RC MD VT	9	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81100	Finished Product	870 EXP SYN 20/18 CYL BS EXT2	3	EA	Shotguns	Shotguns - Pump Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	ILN	Firearms	81100	Finished Product	870 EXP SYN 20/18 CYL BS EXT2	2	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81223	Finished Product	870 EXP SYN 20/18.5 RC BS FOLDING	3	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	81223	Finished Product	870 EXP SYN 20/18.5 RC BS FOLDING	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	81223	Finished Product	870 EXP SYN 20/18.5 RC BS FOLDING	15	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81174	Finished Product	870 EXP SYN CAMO CMPT20/21 RCMD RT EDGE	5	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81148	Finished Product	870 EXP SYN CMPT 20/21 RC MD VT	3	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	81148	Finished Product	870 EXP SYN CMPT 20/21 RC MD VT	10	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	25102	Finished Product	870 EXP SYN SMAG 12/26 RC MD VT	5	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	25103	Finished Product	870 EXP SYN SMAG 12/28 RC MD VT	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	25103	Finished Product	870 EXP SYN SMAG 12/28 RC MD VT	5	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	HSV	Firearms	25103	Finished Product	870 EXP SYN SMAG 12/28 RC MD VT	54	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	25103	Finished Product	870 EXP SYN SMAG 12/28 RC MD VT	146	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81135	Finished Product	870 EXP SYN SMAG SPS 12/26 RC-T	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81210	Finished Product	870 EXP SYN TAC 12/18.5 RC BS FOLDING	2	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	81210	Finished Product	870 EXP SYN TAC 12/18.5 RC BS FOLDING	2	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	81210	Finished Product	870 EXP SYN TAC 12/18.5 RC BS FOLDING	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81179	Finished Product	870 EXP SYN TAC12/18.5 RC FLD C.T.SIGHT	10	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81230	Finished Product	870 EXP SYN TACT 12/14 CYL BS TAC14	3	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	81230	Finished Product	870 EXP SYN TACT 12/14 CYL BS TAC14	1	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	HSV	Firearms	81230	Finished Product	870 EXP SYN TACT 12/14 CYL BS TAC14	2	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	81230	Finished Product	870 EXP SYN TACT 12/14 CYL BS TAC14	128	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81240	Finished Product	870 EXP SYN TACT 12/14 CYL BS TAC14 AB	2	EA	Shotguns	Shotguns - Pump Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	HSV	Firearms	81240	Finished Product	870 EXP SYN TACT 12/14 CYL BS TAC14 AB	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	81240	Finished Product	870 EXP SYN TACT 12/14 CYL BS TAC14 AB	6	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81238	Finished Product	870 EXP SYN TACT 12/14.5 C.T. SIGHTS	10	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	OHL	Consumer - Firearm Components	25077	Finished Product	870 EXP SYN TACT 12/18 CYL BS EXT2	48	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	25077	Finished Product	870 EXP SYN TACT 12/18 CYL BS EXT2	530	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81193	Finished Product	870 EXP SYN TACT 12/18.5 CYL BS PG	2	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81145	Finished Product	870 EXP SYN TACT 20/14 CYL BS TAC14	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	81145	Finished Product	870 EXP SYN TACT 20/14 CYL BS TAC14	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	HSV	Firearms	81145	Finished Product	870 EXP SYN TACT 20/14 CYL BS TAC14	14	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	81192	Finished Product	870 EXP TACT 12/18 CYL BS EXT2 MAGPUL	2	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81207	Finished Product	870 EXP TACT 12/18.5 BS RC-TAC SFIV	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81212	Finished Product	870 EXP TACT 12/18.5 CYL BS EXT2 6 POS	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81205	Finished Product	870 EXP TACT 12/18.5 CYL BS EXT2 PG STK	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81198	Finished Product	870 EXP TACT 12/18.5 GR BS RC-TAC EXT2	2	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	81198	Finished Product	870 EXP TACT 12/18.5 GR BS RC-TAC EXT2	59	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	81198	Finished Product	870 EXP TACT 12/18.5 GR BS RC-TAC EXT2	74	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	81197	Finished Product	870 EXP TACT HDWD 12/18.5 CYL BS EXT2	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81177	Finished Product	870 EXP WALNUT 12/28 RC VT 200TH ANNIV	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	25561	Finished Product	870 EXP YTH 20/21 RC MD VT	10	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	25561	Finished Product	870 EXP YTH 20/21 RC MD VT	124	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	25561	Finished Product	870 EXP YTH 20/21 RC MD VT	129	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	81149	Finished Product	870 FIELD 20/26 BS RC VT HDWD	1	EA	Shotguns	Shotguns - Pump Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	19538	Finished Product	870 FORE-END - M-LOK - 12GA	369	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	81312	Finished Product	870 MARINE MAG 12/14 CYL BS TAC14	3	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	24973	Finished Product	870 MCS 12/10,14,18P (COMPLETE SYSTEM)	5	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	HSV	Firearms	24973	Finished Product	870 MCS 12/10,14,18P (COMPLETE SYSTEM)	3	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	27585	Finished Product	870 MCS 12/10P CY NS KXBS SYN-M	1	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24981	Finished Product	870 MCS 12/10P CYL PPG SYN-M	13	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24975	Finished Product	870 MCS 12/10P CYL PPG-M SFMCS	11	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	82707	Finished Product	870 MCS 12/11,14,18 CS (COMP.SYSTEM)	19	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	82700	Finished Product	870 MCS 12/11P CYL NS KXCS SF-M HC	1	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24531	Finished Product	870 POL 12/14P MD BS SF-S SF	2	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	24587	Finished Product	870 POL 12/14P MD GRWC XS4 KXG3CS SF	1	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24587	Finished Product	870 POL 12/14P MD GRWC XS4 KXG3CS SF	5	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	24431	Finished Product	870 POL 12/14P MD RS SF SF	1	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24431	Finished Product	870 POL 12/14P MD RS SF SF	8	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	82623	Finished Product	870 POL 12/14P MD RSXS KXG3CS TL	2	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	24453	Finished Product	870 POL 12/14P MD RSXS SFIV-S SF	2	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	82697	Finished Product	870 POL 12/14P MD RSXS SFIV-S SF EXT1	6	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	82732	Finished Product	870 POL 12/14P MD RSXS-T SFIV-S SF	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	24993	Finished Product	870 POL 12/18 SYN FR RS GREEN	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	25047	Finished Product	870 POL 12/18N CYL RS MARINE MAG EX2	5	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	82714	Finished Product	870 POL 12/18P CYL BS SF-S-O SF-O	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	24441	Finished Product	870 POL 12/18P CYL RS SF-O SF-O	1	EA	Shotguns	Shotguns - Pump Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ILN	ILN	Firearms	24441	Finished Product	870 POL 12/18P CYL RS SF-O SF-O	3	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24403	Finished Product	870 POL 12/18P IC BS SF SF	6	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	24403	Finished Product	870 POL 12/18P IC BS SF SF	31	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24407	Finished Product	870 POL 12/18P IC BS SF SF EXT2	7	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	24407	Finished Product	870 POL 12/18P IC BS SF SF EXT2	24	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	24461	Finished Product	870 POL 12/18P IC BS SFI SF	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	24546	Finished Product	870 POL 12/18P IC BS SFIV SF EXT2	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	82607	Finished Product	870 POL 12/18P IC BS SF-S SF	2	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	24447	Finished Product	870 POL 12/18P IC GRWC XS4 SF SF EXT2	11	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	24593	Finished Product	870 POL 12/18P IC RS KXCS SF	4	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	24417	Finished Product	870 POL 12/18P IC RS SF SF	29	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	24421	Finished Product	870 POL 12/18P IC RS SF SF EXT2	32	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24443	Finished Product	870 POL 12/18P IC RSXS SF SF	6	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	82651	Finished Product	870 POL 12/18P ICGRWC XS KXG3CS SF EXT2	3	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	81302	Finished Product	870 POL 12/18P MD BS SF SF EXR2	8	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24401	Finished Product	870 POL 12/20P IC RS SF SF	6	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	82110	Finished Product	870 SPORTSMAN FIELD SPS 12/28 BS RC VT	1	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	81062	Finished Product	870 SPS SMAG TH 12/20 RD RC-T MO-OBS	10	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	ILN	Firearms	81062	Finished Product	870 SPS SMAG TH 12/20 RD RC-T MO-OBS	3	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	19423	Finished Product	870 UPGRADE KIT	6	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	82089	Finished Product	870 WING 12/26 RC VT 200TH ANNIV	9	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	82090	Finished Product	870 WING 12/26 RC VT 200TH ANNIV-EMP	4	EA	Shotguns	Shotguns - Pump Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	ILN	Firearms	82010	Finished Product	870 WING 12/28 RC VT HG N-EMB CLARO	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	26927	Finished Product	870 WING 12/28 RC VT LC HG N-EMB	3	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	26943	Finished Product	870 WING 16/26 RC VT LC HG N-EMB	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	26949	Finished Product	870 WING 20/26 RC VT HG LW-20 N-EMB	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	26947	Finished Product	870 WING 20/28 RC VT SAT LW-20 N-EMB	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	26947	Finished Product	870 WING 20/28 RC VT SAT LW-20 N-EMB	1	EA	Shotguns	Shotguns - Pump Action
2310010	1003	HSV	Firearms	24983	Finished Product	870 WING 28/25 RC VT LW SATIN N-EMB	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	24983	Finished Product	870 WING 28/25 RC VT LW SATIN N-EMB	22	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	24991	Finished Product	870 WING 410/25 MD VT LW SATIN N-EMB	1	EA	Shotguns	Shotguns - Pump Action
2310010	ILN	ILN	Firearms	24513	Finished Product	870 XBL 12/14P MD BS	1	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	27129	Finished Product	870 XBL 12/14P MD RSXS	8	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	26237	Finished Product	870 XBL 12/18P IC RS	1	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	24557	Finished Product	870 XBL 12/20 NCL FR WING	1	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	24553	Finished Product	870 XBL 12/23 CL FR SP W/SCOPE C.PK	3	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	24553	Finished Product	870 XBL 12/23 CL FR SP W/SCOPE C.PK	35	EA	Consumer Parts	Traditional Parts
2310010	OHL	ILN	Firearms	24553	Finished Product	870 XBL 12/23 CL FR SP W/SCOPE C.PK	33	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	24580	Finished Product	870 XBL 12/28 RC VT MAG	3	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	27595	Finished Product	870 XBL 20/18.5 CL FR SP W/SCOPE C.PK	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	ILN	Firearms	27595	Finished Product	870 XBL 20/18.5 CL FR SP W/SCOPE C.PK	12	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	80056	Finished Product	870 XBL EXP 12/14 BS CYL	26	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	24622	Finished Product	870 XBL EXP 12/20 IC RS	4	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	24622	Finished Product	870 XBL EXP 12/20 IC RS	70	EA	Consumer Parts	Traditional Parts
2310010	OHL	ILN	Firearms	24622	Finished Product	870 XBL EXP 12/20 IC RS	10	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	27597	Finished Product	870 XBL EXP 12/23 CL FR	5	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	27597	Finished Product	870 XBL EXP 12/23 CL FR	20	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	26312	Finished Product	870 XBL EXP 12/26 RC MD VT	2	EA	Consumer Parts	Traditional Parts
2310010	OHL	ILN	Firearms	26312	Finished Product	870 XBL EXP 12/26 RC MD VT	1	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	26314	Finished Product	870 XBL EXP 12/28 RC MD VT	2	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	27599	Finished Product	870 XBL EXP 20/18.5 CL FR	1	EA	Consumer Parts	Traditional Parts

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	OHL	Consumer - Firearm Components	24609	Finished Product	870 XBL EXP 20/20 FR RS	2	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	80062	Finished Product	870 XBL EXP 20/20 RS RC-T C-PAK	2	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	80062	Finished Product	870 XBL EXP 20/20 RS RC-T C-PAK	11	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	80064	Finished Product	870 XBL EXP 20/26 RC IC VT	2	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	80064	Finished Product	870 XBL EXP 20/26 RC IC VT	10	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	24620	Finished Product	870 XBL EXP TACTICAL 12/18 BS CY PL	3	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	24620	Finished Product	870 XBL EXP TACTICAL 12/18 BS CY PL	79	EA	Consumer Parts	Traditional Parts
2310010	OHL	ILN	Firearms	24620	Finished Product	870 XBL EXP TACTICAL 12/18 BS CY PL	64	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	81173	Finished Product	870 TURKEY 410/25 REALTREE TIMBER CAMO	17	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	HSV	Firearms	81173	Finished Product	870 TURKEY 410/25 REALTREE TIMBER CAMO	1	EA	Shotguns	Shotguns - Pump Action
2310010	OHL	OHL	Consumer - Firearm Components	19489	Finished Product	870/1100/1187 - SADDLE MOUNT	2,175.00	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	82540	Finished Product	887 N.MAG TACTICAL 12/18.5 RC-TAC EXT2	1	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms	82530	Finished Product	887 SPS 12/28 RC-WF&12/22RC-TXF XBL	2	EA	Shotguns	Shotguns - Pump Action
2310010	ARM	ILN	Firearms Consumer - Silencers Components	82502	Finished Product	887 SPS N.MAG 12/28 RC-EXT VT WF CAMO	6	EA	Shotguns	Shotguns - Pump Action Silencers & Muzzle Devices
2310010	1005	HSV	Components	64405	Finished Product	BREAKOUT 2.0 SG12 REMCHOKE	1	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	19655	Finished Product	CLIP 581-S; 541 - 10 SHOT (C.PK)	1	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	19653	Finished Product	CLIP 597 .22 WMR & .17HMR 8-SHOT-METAL	15	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19668	Finished Product	CLIP 597 22LR - 30 SHOT - BLACK	162	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	19654	Finished Product	CLIP 597 LR - 10 SHOT - METAL	26	EA	Consumer Parts	Traditional Parts
2310010	OHL	HSV	Firearms	19654	Finished Product	CLIP 597 LR - 10 SHOT - METAL	585	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19651	Finished Product	CLIP 700 BLUE-7MM R.MAG,300W.MAG,338WMAG	26	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19645	Finished Product	CLIP 700 BLUED-6MM,243,7MM-08,308	2	EA	Consumer Parts	Traditional Parts
2310010	OHL	HSV	Firearms	19635	Finished Product	CLIP 710 30-06;270;7MM REM MAG;300W.MAG	15	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	19633	Finished Product	CLIP 710&770 - 243WIN;308WIN;7MM-08REM	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19633	Finished Product	CLIP 710&770 - 243WIN;308WIN;7MM-08REM	16	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19638	Finished Product	CLIP 7400 & FOUR .308, 6MM, .243	1	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	19642	Finished Product	CLIP 7400&FOUR 30-06,270,35WHELEN,280REM	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19642	Finished Product	CLIP 7400&FOUR 30-06,270,35WHELEN,280REM	24	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19637	Finished Product	CLIP 7600 .25-06,30-06,270,35WHEL,280REM	9	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19636	Finished Product	CLIP 7600 7MM-08,.308,6MM,.243,257ROBERT	39	EA	Consumer Parts	Traditional Parts

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	1003	HSV	Firearms	19520	Finished Product	CLIP 783 DM SA 223 REM	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	HSV	Firearms	19520	Finished Product	CLIP 783 DM SA 223 REM	14	EA	Consumer Parts	Traditional Parts
2310010	OHL	HSV	Firearms	19522	Finished Product	CLIP 783 DM SA 308 WIN	6	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19901	Finished Product	DISPLAY RACK W/12PACK REM WIPES	574	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19052	Finished Product	FIELDMASTER UNIVERSAL CLEANING KIT	1	EA	Consumer Accessories	Gun Care
2310010	ILN	ILN	Firearms	25732	Finished Product	M/24 7.62 NATO 24" (RIFLE ONLY)	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	86470	Finished Product	M/24 7.62 NATO SWS(MIL SYSTEM-W/BI-POD)	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	17956	Finished Product	M12x1.5 REM LUG NUT 4PK 7/8 HEX	8	EA	Consumer Accessories	Other Consumer
2310010	OHL	OHL	Consumer - Firearm Components	19436	Finished Product	M24 MOD ACC RAIL SYS (0 MIN)	21	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19432	Finished Product	M24 MOD ACC RAIL SYS (30 MIN)	9	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	18378	Finished Product	MOISTURE GUARD W/ REM OIL 6OZ. PUMP	8,455.00	EA	Consumer Accessories	Gun Care
2310010	ILN	ILN	Firearms	19902	Finished Product	MOISTUREGUARD REM CLOTH	511	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Silencers Components	64130	Finished Product	MUZZLE BRAKE 50BMG 80T 1-14	30	EA	Consumer Parts	Silencers & Muzzle Devices
2310010	OHL	OHL	Consumer - Silencers Components	64131	Finished Product	MUZZLE BRAKE 50BMG 80T 7/8-14	21	EA	Consumer Parts	Silencers & Muzzle Devices
2310010	OHL	OHL	Consumer - Silencers Components	64129	Finished Product	MUZZLE BRAKE 50BMG 80T M24 X 1	17	EA	Consumer Parts	Silencers & Muzzle Devices
2310010	OHL	OHL	Consumer - Firearm Components	19160	Finished Product	PROBORE CHOKE 12GA-FULL (FLUSH)	4	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19166	Finished Product	PROBORE CHOKE 12GA-IMP CYL (EXT)	47	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	19164	Finished Product	PROBORE CHOKE 12GA-MOD (EXT)	3	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19164	Finished Product	PROBORE CHOKE 12GA-MOD (EXT)	19	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	19161	Finished Product	PROBORE CHOKE 12GA-MOD (FLUSH)	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19161	Finished Product	PROBORE CHOKE 12GA-MOD (FLUSH)	50	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19167	Finished Product	PROBORE CHOKE 12GA-SKEET (EXT)	35	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	86651	Finished Product	PSR 300 WIN MAG - ALT. CALIBER CONV. KIT	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86650	Finished Product	PSR 7.62mm - ALT. CALIBER CONV. KIT	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86642	Finished Product	PSR MULTI CALIBER SYS-NO SCOPE or SUPP	42	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86640	Finished Product	PSR MULTI CALIBER SYS-W/TITAN QD	2	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BUn	BPC LVL3	BPC LVL4
2310010	ILN	ILN	Firearms	86636	Finished Product	PSR SYSTEM 338LM27" TITAN QD;SLING;HC-SC	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86671	Finished Product	R10 ERASR 7.62x51mm 16" SWS 1	30	EA	Modern Sporting	Other MSR
2310010	ILN	ILN	Firearms	86358	Finished Product	R10 SA 308 16" TBUIS MMAGS STR RAHG BLK	2	EA	Modern Sporting	Other MSR
2310010	ILN	ILN	Firearms	86357	Finished Product	R10 SA 308WIN16"TBUIS LMAGS STR RAHG BLK	1	EA	Modern Sporting	Other MSR
2310010	1003	HSV	Firearms	60018	Finished Product	R-15 VTR-CP 223 REM 16" CS FH MOE MOB	1	EA	Modern Sporting	AR15
2310010	ARM	HSV	Firearms	60018	Finished Product	R-15 VTR-CP 223 REM 16" CS FH MOE MOB	1	EA	Modern Sporting	AR15
2310010	ILN	ILN	Firearms	60019	Finished Product	R-15 VTR-CP 223 REM 18" CS FH MOE MOB	1	EA	Modern Sporting	AR15
2310010	ILN	ILN	Firearms	60003	Finished Product	R-15 VTR-CP 223 REM 18" PG MAX 1	2	EA	Modern Sporting	AR15
2310010	ARM	ILN	Firearms	60010	Finished Product	R-15 VTR-CP 223 REM 18" PG MOE MOB	1	EA	Modern Sporting	AR15
2310010	1003	HSV	Firearms	60011	Finished Product	R-15 VTR-CP 223 REM 22" PG MOE MOB	2	EA	Modern Sporting	AR15
2310010	ARM	HSV	Firearms	60011	Finished Product	R-15 VTR-CP 223 REM 22" PG MOE MOB	1	EA	Modern Sporting	AR15
2310010	1003	HSV	Firearms	60001	Finished Product	R-15 VTR-P 223 REM 22" PG MAX 1	6	EA	Modern Sporting	AR15
2310010	ARM	HSV	Firearms	60001	Finished Product	R-15 VTR-P 223 REM 22" PG MAX 1	1	EA	Modern Sporting	AR15
2310010	1003	HSV	Firearms	60007	Finished Product	R-15 VTR-V 223 REM 24" PG SS HB	4	EA	Modern Sporting	AR15
2310010	OHL	OHL	Consumer - Firearm Components	19497	Finished Product	R-15 BLACK 4" PICATINNY RAIL	1	EA	Consumer Parts	Tactical Parts
2310010	OHL	OHL	Consumer - Firearm Components	19447	Finished Product	R-15 CAMO MINI PICATINNY RISER	14	EA	Consumer Parts	Tactical Parts
2310010	ARM	ILN	Firearms	60031	Finished Product	R-25 CAMO 7MM-08 REM 20" PG	1	EA	Modern Sporting	AR10
2310010	1003	HSV	Firearms	60039	Finished Product	R-25 GII MOI-CAMO 308 WIN 20" (CA COMP)	1	EA	Modern Sporting	AR10
2310010	1003	HSV	Firearms	60037	Finished Product	R-25 GII MOI-CAMO 308 WIN 20" PG	3	EA	Modern Sporting	AR10
2310010	ARM	HSV	Firearms	60037	Finished Product	R-25 GII MOI-CAMO 308 WIN 20" PG	3	EA	Modern Sporting	AR10
2310010	OHL	OHL	Consumer - Firearm Components	19469	Finished Product	R3 RECOIL PAD W/SCREWS FOR SYN. STOCK	1	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	86535	Finished Product	R4 FA 5.56mm 11.5" A3 TELE STD	7	EA	Modern Sporting	AR15
2310010	ILN	ILN	Firearms	86614	Finished Product	R4 FA 5.56MM 14.5" GG&G BUS QR SEMI-AMBI	1	EA	Modern Sporting	AR15
2310010	ILN	ILN	Firearms	86496	Finished Product	R4 FA 5.56MM NATO 14.5" A3 TELE STD M4HG	29	EA	Modern Sporting	AR15
2310010	1003	HSV	Firearms	64088	Finished Product	R4 RIFLE 300 BLK 12.5" - CRANE	1	EA	Modern Sporting	AR15
2310010	1003	HSV	Firearms	86532	Finished Product	R4 SA 5.56mm 16" A3 TELE STD	1	EA	Modern Sporting	AR15
2310010	ILN	HSV	Firearms	86532	Finished Product	R4 SA 5.56mm 16" A3 TELE STD	14	EA	Modern Sporting	AR15
2310010	1003	HSV	Firearms	96435	Finished Product	R51 9MM 3.4"	23	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	17696	Finished Product	R51 REPLACEMENT MAGAZINE - 7 SHOT	255	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	96430	Finished Product	R51 SUBCOMPACT 9MM 7-RD 3.4"	97	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96430	Finished Product	R51 SUBCOMPACT 9MM 7-RD 3.4"	48	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96432	Finished Product	R51 SUBCOMPACT C.T. 9MM 7-RD 3.4"	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96234	Finished Product	R51 SUBCOMPACT SMOKE 9MM+P 3.4" 7+1 RD	12	EA	Handguns	Handgun - Semi-Auto

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Other (Accessories - clothing)	16580	Finished Product	R8701 REMINGTON LG RETRACTABLE LEASH	5	EA	Consumer Accessories	Other Consumer
2310010	OHL	OHL	Consumer - Firearm Components	17289	Finished Product	REM 783 MAGAZINES-PEGGED WING PANEL	1	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	18395	Finished Product	REM ACTION CLEANER 10.5oz. CAN (6/CASE)	20	EA	Consumer Accessories	Gun Care
2310010	OHL	HSV	Firearms	18395	Finished Product	REM ACTION CLEANER 10.5oz. CAN (6/CASE)	2,282.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19914	Finished Product	REM ACTION CLEANER 10.5oz. CAN(CANADA)	7,109.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19915	Finished Product	REM ACTION CLEANER 2oz. SQEZ.BOTTLE-BULK	18,259.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19924	Finished Product	REM ACTION CLEANER 2oz. SQUEEZE BOTTLE	6	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19925	Finished Product	REM ACTION CLEANER 4oz. CAN (6/CASE)	2	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17077	Finished Product	REM AIRGUN CLEANER & LUBRICANT 1oz.	23,105.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17078	Finished Product	REM AIRGUN PREMIUM SYN PATCHES 17-22CAL	7,531.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17079	Finished Product	REM AIRGUN UNIVERSAL CLEANING KIT	1,745.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19903	Finished Product	REM ALL IN BORE 4oz. SINGLE (CANADA)	2	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19917	Finished Product	REM ALL IN BORE CLEANER 4oz. SQUEEZE BTL	685	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17068	Finished Product	REM BORE SQUEEG-E MDSER RACK-A	224	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17069	Finished Product	REM BORE SQUEEG-E MDSER RACK-B	224	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19225	Finished Product	REM BRUSH - .50 CAL	154	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19015	Finished Product	REM BRUSH - 10MM/40 CAL	1,494.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19028	Finished Product	REM BRUSH - 12/16 GAUGE	82	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18407	Finished Product	REM BRUSH - 17/204 CAL	1,906.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19026	Finished Product	REM BRUSH - 20 GAUGE	663	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19017	Finished Product	REM BRUSH - 22/223/5.56 CAL	10	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19018	Finished Product	REM BRUSH - 243/25 CAL	1,309.00	EA	Consumer Accessories	Gun Care

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	19023	Finished Product	REM BRUSH - 44/45 CAL	785	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19019	Finished Product	REM BRUSH - 7MM/270 CAL	8	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19171	Finished Product	REM CHOKE 12GA PORTED-PREDATOR	5	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19153	Finished Product	REM CHOKE 12GA-FULL(LEAD only.PK)	270	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19155	Finished Product	REM CHOKE 12GA-IMP CYLINDER (C.PK)	311	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19154	Finished Product	REM CHOKE 12GA-MODIFIED (C.PK)	125	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19607	Finished Product	REM CHOKE 12GA-SKEET (C.PK)	271	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19608	Finished Product	REM CHOKE 12GA-SKEET II (C.PK)	54	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	19156	Finished Product	REM CHOKE 12GA-TURKEY SUPER FL (C.PK)	4	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19156	Finished Product	REM CHOKE 12GA-TURKEY SUPER FL (C.PK)	111	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19609	Finished Product	REM CHOKE 12GA-TURKEY X-FULL (C.PK)	244	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	16396	Finished Product	REM CHOKE 12-GAUGE TSS TKY #7, #8	182	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	18522	Finished Product	REM CHOKE 12-GAUGE TSS TKY #9	78	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19157	Finished Product	REM CHOKE 20GA-FULL (C.PK)	358	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19159	Finished Product	REM CHOKE 20GA-IMP CYLINDER (C.PK)	207	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19158	Finished Product	REM CHOKE 20GA-MODIFIED (C.PK)	409	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	19621	Finished Product	REM CHOKE 20GA-SKEET (C.PK)	3	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19621	Finished Product	REM CHOKE 20GA-SKEET (C.PK)	111	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19625	Finished Product	REM CHOKE 20GA-TURKEY SUPER FL (C.PK)	97	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	16397	Finished Product	REM CHOKE 20-GAUGE TSS TKY #7, #9	179	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19952	Finished Product	REM DRI 35 DESICCANT 16oz.	43	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19910	Finished Product	REM DRILUBE 4oz. CAN (CANADA)	78	EA	Consumer Accessories	Gun Care
2310010	ILN	ILN	Firearms	18396	Finished Product	REM DRILUBE 4oz. CAN (6/CASE)	156	EA	Consumer Accessories	Gun Care
2310010	OHL	ILN	Firearms	18396	Finished Product	REM DRILUBE 4oz. CAN (6/CASE)	198	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17187	Finished Product	REM LE SQUEEG-E RANGE BAG CLEANING KIT	29	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18001	Finished Product	REM OIL 100th ANNINV - 4oz. METAL TIN	12	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18005	Finished Product	REM OIL 100th ANNINV-WOOD CARRIER COMBO	1	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	24027	Finished Product	REM OIL 10oz. CAN (6/CASE)	9,038.00	EA	Consumer Accessories	Gun Care

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	19908	Finished Product	REM OIL 10oz. CAN (6/CASE) (CANADA)	2,868.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	26617	Finished Product	REM OIL 1oz. BOTTLE (12/CASE)	5,590.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18365	Finished Product	REM OIL 1oz. BOTTLE (36/CASE) CLIP STRIP	4	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19969	Finished Product	REM OIL 1oz. BOTTLE (6/CASE) WAL-MART	1,278.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	16325	Finished Product	REM OIL 24CT. POP-UP WIPES	16,872.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18366	Finished Product	REM OIL 2oz. BOTTLE (6/CASE)	463	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19920	Finished Product	REM OIL 2oz. BOTTLE (6/CASE)-(CANADA)	4,080.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19913	Finished Product	REM OIL 2oz. SQUEEZE BOTTLE-BULK	2,591.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	26610	Finished Product	REM OIL 4oz. CAN (6/CASE)	1,857.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19906	Finished Product	REM OIL 4oz. CAN (6/CASE) (CANADA)	2,445.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19997	Finished Product	REM OIL 6oz W/MOISTURE GUARD PDQ TRAY	194	EA	Consumer Accessories	Gun Care
2310010	1003	HSV	Firearms	18384	Finished Product	REM OIL POP-UP WIPES	20	EA	Consumer Accessories	Gun Care
2310010	OHL	HSV	Firearms	18384	Finished Product	REM OIL POP-UP WIPES	7,639.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19918	Finished Product	REM OIL POP-UP WIPES (6/CASE) (CANADA)	2,856.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18923	Finished Product	REM OIL PRO3 10oz AEROSOL (6/CASE)	991	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18915	Finished Product	REM OIL PRO3 1oz. BOTTLE (12/CARTON)	2,536.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18916	Finished Product	REM OIL PRO3 2oz. BOTTLE (6/CARTON)	2,871.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18918	Finished Product	REM OIL PRO3 4oz.AEROSOL (6/CASE)	12,604.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18922	Finished Product	REM OIL PRO3 60CT. POP-UP WIPES	7,465.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18920	Finished Product	REM OIL PRO3 6OZ. PUMP SPRAY (6/CARTON)	15,123.00	EA	Consumer Accessories	Gun Care
2310010	1003	HSV	Firearms	18919	Finished Product	REM OIL PRO3 MSR 10oz AEROSOL (6/CASE)	2	EA	Consumer Accessories	Gun Care
2310010	OHL	HSV	Firearms	18919	Finished Product	REM OIL PRO3 MSR 10oz AEROSOL (6/CASE)	22	EA	Consumer Accessories	Gun Care

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	18917	Finished Product	REM OIL PRO3 MSR 2oz. BOTTLE (6/CARTON)	1,067.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19947	Finished Product	REM OIL PRO3 REM CLOTH (6/CASE)	39,770.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18921	Finished Product	REM OIL PRO3 WIPES 100CT DISPLAY	138,600.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18411	Finished Product	REM OIL WIPES - 12 PACK	4,748.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	19999	Finished Product	REM OIL WIPES (60 count) PDQ TRAY	5	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18471	Finished Product	REM OIL WIPES in COUNTER DISPLAY	22,373.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18813	Finished Product	REM PAD-16"x54" (SHRINK WRAP)	844	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	18477	Finished Product	REM PATCH PULLER - 10 GAUGE	729	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17322	Finished Product	REM SHOTGUN CLEANER 18OZ. AEROSOL-CANADA	89	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17120	Finished Product	REM SQUEEG-E 12/16GA	3	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17394	Finished Product	REM SQUEEG-E 12/16GA (CANADA)	1,372.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17121	Finished Product	REM SQUEEG-E 20/28GA	204	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17395	Finished Product	REM SQUEEG-E 20/28GA (CANADA)	1,254.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17123	Finished Product	REM SQUEEG-E 22/223 CAL/5.56MM	200	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17397	Finished Product	REM SQUEEG-E 22/223 CAL/5.56MM (CANADA)	3,331.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17125	Finished Product	REM SQUEEG-E 243/25CAL	74	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17454	Finished Product	REM SQUEEG-E 243/25CAL (CANADA)	2,070.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17398	Finished Product	REM SQUEEG-E 30/308CAL/7.62MM (CANADA)	1,680.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17124	Finished Product	REM SQUEEG-E 30CAL/7.62MM	135	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17127	Finished Product	REM SQUEEG-E 40CAL/10MM	40	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17456	Finished Product	REM SQUEEG-E 40CAL/10MM (CANADA)	2,290.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17128	Finished Product	REM SQUEEG-E 44/45CAL	25	EA	Consumer Accessories	Gun Care

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BUn	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	17457	Finished Product	REM SQUEEG-E 44/45CAL (CANADA)	2,124.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17129	Finished Product	REM SQUEEG-E 50CAL/410GA	64	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17458	Finished Product	REM SQUEEG-E 50CAL/410GA (CANADA)	1,060.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17122	Finished Product	REM SQUEEG-E 7MM/270CAL	1	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17396	Finished Product	REM SQUEEG-E 7MM/270CAL (CANADA)	800	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17455	Finished Product	REM SQUEEG-E 9MM/357/380/38CAL (CANADA)	1,476.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17183	Finished Product	REM SQUEEG-E PISTOL CLEANING SYS	106	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17189	Finished Product	REM SQUEEG-E RANGE BAG CLEANING KIT	7	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17184	Finished Product	REM SQUEEG-E SHOTGUN CLEANING SYS	12	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17186	Finished Product	REM SQUEEG-E UNIV.ROD CLEANING SYS	67	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17185	Finished Product	REM UNIV.SQUEEG-E FIELD CLEANING SYS	1	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17324	Finished Product	REM UNIVERSAL GUN CLEANING SYS-CANADA	3	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	16364	Finished Product	REM.UNIVERSAL FAST SNAP KIT 2.0 UPDATED	738	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17177	Finished Product	REMINGTON CAMP COOKING BY CHARLIE PALMER	35	EA	Consumer Accessories	Other Consumer
2310010	OHL	OHL	Consumer - Firearm Components	19172	Finished Product	REMINGTON CHOKE TUBE CASE	12	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17599	Finished Product	REMINGTON CLEANING KIT- RIFLE (SMALL)	18,036.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17459	Finished Product	REMINGTON CLEANING KIT-PISTOL (SMALL)	7,253.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Firearm Components	17574	Finished Product	REMINGTON CLEANING KIT-SHOTGUN (SMALL)	7,953.00	EA	Consumer Accessories	Gun Care
2310010	OHL	OHL	Consumer - Other (Accessories - clothing)	17897	Finished Product	REMINGTON HAT CLIP LIGHT/BLOOD TRACKER	24	EA	Consumer Accessories	Other Consumer
2310010	OHL	OHL	Consumer - Firearm Components	86920	Finished Product	REMINGTON R2Mi 50 BMG 30" RIFLE	52	EA	Modern Sporting	Other MSR
2310010	OHL	OHL	Consumer - Firearm Components	17368	Finished Product	REMINGTON RM380 LAMINATED WOOD GRIPS	17	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	16149	Finished Product	REMINGTON RM380 MACASSAR LAMINATED GRIPS	13	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	86441	Finished Product	RGP UPPER REC. ONLY 5.56MM NATO 14.5"NS	5	EA	Modern Sporting	Other MSR

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	1003	HSV	Firearms	17679	Finished Product	RM 380 MAGAZINE 6+1 with EXTENDED	1	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	96455	Finished Product	RM380 A.I.P. 380 ACP 2.9" LIMITED RUN	3	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96244	Finished Product	RM380 BLUE/SILVER 380 AUTO 2.9" 6+1 RD	4	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96244	Finished Product	RM380 BLUE/SILVER 380 AUTO 2.9" 6+1 RD	50	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96246	Finished Product	RM380 EXECUTIVE 380 Auto 2.9"	1	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	17369	Finished Product	RM380 G10 GRIPS	97	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	96453	Finished Product	RM380 MICRO .380 AUTO 2.9" LT BLUE/BLACK	1	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms	96453	Finished Product	RM380 MICRO .380 AUTO 2.9" LT BLUE/BLACK	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96457	Finished Product	RM380 MICRO .380 AUTO 2.9" LT BLUE/SS	1	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96457	Finished Product	RM380 MICRO .380 AUTO 2.9" LT BLUE/SS	16	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96454	Finished Product	RM380 MICRO 380 AUTO 6-Rd, 2.9"	54	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms	96454	Finished Product	RM380 MICRO 380 AUTO 6-Rd, 2.9"	2	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96462	Finished Product	RM380 MICRO CT 380 AUTO 6-Rd, 2.9"	1	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96257	Finished Product	RP FULL SIZE NS 45AUTO 4.5" BLACK 15+1Rd	6	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96257	Finished Product	RP FULL SIZE NS 45AUTO 4.5" BLACK 15+1Rd	5	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96256	Finished Product	RP FULL SIZE NS 9mm 4.5" BLACK 18+1 Rd	1	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms	96256	Finished Product	RP FULL SIZE NS 9mm 4.5" BLACK 18+1 Rd	1	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96474	Finished Product	RP45 FULL SIZE 45 AUTO 4.5" 10 RND	20	EA	Handguns	Handgun - Semi-Auto
2310010	1003	HSV	Firearms	96464	Finished Product	RP45 FULL SIZE, 45 Auto, 15-Rd, 4.5"	20	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96464	Finished Product	RP45 FULL SIZE, 45 Auto, 15-Rd, 4.5"	75	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	17746	Finished Product	RP45 REPLACEMENT MAGAZINE 45 AUTO - 10RD	91	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17747	Finished Product	RP45 REPLACEMENT MAGAZINE 45 AUTO - 15RD	2	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	96466	Finished Product	RP9 FULL SIZE, 9mm, 18-Rd, 4.5"	31	EA	Handguns	Handgun - Semi-Auto
2310010	ARM	HSV	Firearms	96466	Finished Product	RP9 FULL SIZE, 9mm, 18-Rd, 4.5"	6	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	HSV	Firearms	96466	Finished Product	RP9 FULL SIZE, 9mm, 18-Rd, 4.5"	2	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	17742	Finished Product	RP9 REPLACEMENT MAGAZINE 9MM - 10RD	3	EA	Consumer Parts	Traditional Parts
2310010	1003	OHL	Consumer - Firearm Components	17743	Finished Product	RP9 REPLACEMENT MAGAZINE 9MM - 18RD	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17743	Finished Product	RP9 REPLACEMENT MAGAZINE 9MM - 18RD	10	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	96476	Finished Product	RP9-R FULL SIZE, 9MM, 10-RND, 4.5"	1	EA	Handguns	Handgun - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	85906	Finished Product	SEVEN CDL 257 ROBERTS 22" CURLY MAPLE	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	26419	Finished Product	SEVEN CDL 260 REM 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	26421	Finished Product	SEVEN CDL 7MM-08 REM 20"	2	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	ILN	Firearms	85963	Finished Product	SEVEN LS RS 308 WIN 18.5"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	85954	Finished Product	SEVEN PREDATOR CAMO 243 WIN 22"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	24739	Finished Product	SEVEN SS 243 WIN 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85905	Finished Product	SEVEN SS 300 WSM 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	24743	Finished Product	SEVEN SS 308 WIN 20"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	85970	Finished Product	SEVEN SS 308 WIN 20" HS STOCK	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85971	Finished Product	SEVEN SS 6.5CREEDMOOR 20" HS STOCK	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	HSV	Firearms	85971	Finished Product	SEVEN SS 6.5CREEDMOOR 20" HS STOCK	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	85971	Finished Product	SEVEN SS 6.5CREEDMOOR 20" HS STOCK	3	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	HSV	Firearms	85971	Finished Product	SEVEN SS 6.5CREEDMOOR 20" HS STOCK	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	29539	Finished Product	SEVEN SYN 223 REM YOUTH 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	OHL	OHL	Consumer - Firearm Components	85911	Finished Product	SEVEN SYN 243 WIN 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85912	Finished Product	SEVEN SYN 260 REM 20"	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85913	Finished Product	SEVEN SYN 7MM-08 REM 20"	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85927	Finished Product	SEVEN SYN TH 6.5CREEDMOOR 16.5" MO-BL	4	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	85927	Finished Product	SEVEN SYN TH 6.5CREEDMOOR 16.5" MO-BL	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	1003	HSV	Firearms	85921	Finished Product	SEVEN SYN TH-MZ 300BLKOUT 16.5"KUIU CAMO	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	85921	Finished Product	SEVEN SYN TH-MZ 300BLKOUT 16.5"KUIU CAMO	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ARM	ILN	Firearms	89504	Finished Product	SPR100S 12/29.5 SC4 VT-P SPORTING NICKEL	1	EA	Shotguns	Shotguns - Single Shot
2310010	ARM	ILN	Firearms	18584	Finished Product	STOCK 700 SYN BDL L/A	3	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	18586	Finished Product	STOCK 700 SYN BDL L/A MAG	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	18586	Finished Product	STOCK 700 SYN BDL L/A MAG	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19457	Finished Product	STOCK 700 SYN BDL L/A MAG-REALTREE HWDS	2	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	19502	Finished Product	STOCK 700 XCR L/A MAG	1	EA	Consumer Parts	Traditional Parts

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	19502	Finished Product	STOCK 700 XCR L/A MAG	10	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19505	Finished Product	STOCK 700 XCR RT HWDS HD L/A MAG	45	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19500	Finished Product	STOCK 700 XCR S/A	44	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19508	Finished Product	STOCK 783 SYN L/A - MOBU INFINITY CAMO	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	18597	Finished Product	STOCK M/SEVEN SYN	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19466	Finished Product	STOCK M/SEVEN SYN-REALTREE HWDS	2	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17829	Finished Product	STOCK&F/E 1100/1187- MO SHADOWGRASS	2	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19491	Finished Product	STOCK&F/E 7400 SYN BLACK (C.PK)	12	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	19530	Finished Product	STOCK&F/E 870 CMPT RT-HDWD W/SUPERCELL	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19530	Finished Product	STOCK&F/E 870 CMPT RT-HDWD W/SUPERCELL	2	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	19527	Finished Product	STOCK&F/E 870 COMPACT W/SUPERCELL	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	18612	Finished Product	STOCK&F/E 870 REALTREE HWDS	2	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	19533	Finished Product	STOCK&F/E 870 SHURSHOT SYN W/SUPERCELL	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	18614	Finished Product	STOCK&F/E 870 SYN	2	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	18611	Finished Product	STOCK&F/E 870 SYN 12GA YOUTH (C.PK)	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	18611	Finished Product	STOCK&F/E 870 SYN 12GA YOUTH (C.PK)	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19549	Finished Product	STOCK&F/E 1100/1187 SPORTSMAN BLACK	2	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19551	Finished Product	STOCK&F/E 1100/1187 SPORTSMAN CMPT BLACK	47	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	18610	Finished Product	STOCK&F/E 1100/1187 SYN (C.PK)	5	EA	Consumer Parts	Traditional Parts
2310010	ARM	OHL	Consumer - Firearm Components	19544	Finished Product	STOCK&F/E 870 - SHURSHOT TH-BLACK	1	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19544	Finished Product	STOCK&F/E 870 - SHURSHOT TH-BLACK	4	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19545	Finished Product	STOCK&F/E 870 - SHURSHOT TH-MO-OBS	5	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17886	Finished Product	STOCK&F/E V3 MOSSY OAK B.U.C. (C.PK)	30	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17887	Finished Product	STOCK&F/E VMAX MOSSY OAK BLADES (C.PK)	20	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17889	Finished Product	STOCK&F/E VMAX REALTREE AP-HD (C.PK)	31	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17977	Finished Product	STOCK&F/E VMAX-S M.OAK DUCK BLIND (C.PK)	51	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17978	Finished Product	STOCK&F/E VMAX-S M.OAK OBSESSION (C.PK)	71	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	17979	Finished Product	STOCK&F/E VMAX-S REALTREE AP-HD (C.PK)	53	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19484	Finished Product	SUPERCELL RECOIL PAD-RIFLE-SYN STK	29	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19483	Finished Product	SUPERCELL RECOIL PAD-RIFLE-WOOD STK	4	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19471	Finished Product	SUPERCELL RECOIL PAD-SHOTGUN-WOOD STK	6	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	83392	Finished Product	V3 12/13 CYL BS TAC13	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	ILN	Firearms	83392	Finished Product	V3 12/13 CYL BS TAC13	74	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	ILN	Firearms	83392	Finished Product	V3 12/13 CYL BS TAC13	54	EA	Shotguns	Shotguns - Semi-Auto

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	OHL	OHL	Consumer - Firearm Components	17697	Finished Product	V3 12GA MAG EXT KIT +3	1	EA	Consumer Parts	Traditional Parts
2310010	ARM	ILN	Firearms	83435	Finished Product	V3 FIELD PRO 12/28 RC VT WF PRO MAX-5	11	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	ILN	Firearms	83435	Finished Product	V3 FIELD PRO 12/28 RC VT WF PRO MAX-5	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83437	Finished Product	V3 FIELD PRO 12/28 RC VT WF PRO MOSGB	4	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	83437	Finished Product	V3 FIELD PRO 12/28 RC VT WF PRO MOSGB	5	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	83439	Finished Product	V3 FIELD PRO 12/28 RC VT WF PRO TIMBER	10	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83421	Finished Product	V3 FIELD SPORT 12/26 RC VT	6	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	83421	Finished Product	V3 FIELD SPORT 12/26 RC VT	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	HSV	Firearms	83421	Finished Product	V3 FIELD SPORT 12/26 RC VT	7	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83401	Finished Product	V3 FIELD SPORT 12/26 RC VT SYN-BLACK	4	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	HSV	Firearms	83401	Finished Product	V3 FIELD SPORT 12/26 RC VT SYN-BLACK	74	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	83409	Finished Product	V3 FIELD SPORT 12/26 RCVT SYN RT TIMBER	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83408	Finished Product	V3 FIELD SPORT 12/26RCVT SYN MOBU-CNTRY	3	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	83408	Finished Product	V3 FIELD SPORT 12/26RCVT SYN MOBU-CNTRY	3	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83420	Finished Product	V3 FIELD SPORT 12/28 RC VT	9	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	83420	Finished Product	V3 FIELD SPORT 12/28 RC VT	13	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	HSV	Firearms	83420	Finished Product	V3 FIELD SPORT 12/28 RC VT	77	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83400	Finished Product	V3 FIELD SPORT 12/28 RC VT SYN-BLACK	4	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	83400	Finished Product	V3 FIELD SPORT 12/28 RC VT SYN-BLACK	15	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	HSV	Firearms	83400	Finished Product	V3 FIELD SPORT 12/28 RC VT SYN-BLACK	6	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83406	Finished Product	V3 FIELD SPORT 12/28 RCVT SYN-MO BLADES	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	83406	Finished Product	V3 FIELD SPORT 12/28 RCVT SYN-MO BLADES	4	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	HSV	Firearms	83406	Finished Product	V3 FIELD SPORT 12/28 RCVT SYN-MO BLADES	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	83445	Finished Product	V3 TURKEY PRO 12/22 RC VT RT TIMBER	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	80616	Finished Product	V3 XBL 12/18.5 CYL BS	1	EA	Consumer Parts	Traditional Parts
2310010	ILN	ILN	Firearms	80616	Finished Product	V3 XBL 12/18.5 CYL BS	35	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	83418	Finished Product	V3 FIELD SPORT 12/26RCVT SYN MO NWTF OBS	5	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	81054	Finished Product	VERSA MAX 12/26 BS PROBORE VT SPS CAMO	4	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	ILN	Firearms	81054	Finished Product	VERSA MAX 12/26 BS PROBORE VT SPS CAMO	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	81043	Finished Product	VERSA MAX 12/26 BS PROBORE VT SYN-BLACK	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	81043	Finished Product	VERSA MAX 12/26 BS PROBORE VT SYN-BLACK	9	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	ILN	Firearms	83500	Finished Product	VERSA MAX 12/28 BS PB VT SYN-BLACK LH	8	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83506	Finished Product	VERSA MAX 12/28 BS PROBORE VT CAMO LH	5	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	HSV	Firearms	83506	Finished Product	VERSA MAX 12/28 BS PROBORE VT CAMO LH	1	EA	Shotguns	Shotguns - Semi-Auto

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BU	BPC LVL3	BPC LVL4
2310010	ARM	ILN	Firearms	81042	Finished Product	VERSA MAX 12/28 BS PROBORE VT SYN-BLACK	6	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	ILN	Firearms	81042	Finished Product	VERSA MAX 12/28 BS PROBORE VT SYN-BLACK	3	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	81048	Finished Product	VERSA MAX 12/28 BS PROBORE VT WF CAMO	13	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	ILN	Firearms	81048	Finished Product	VERSA MAX 12/28 BS PROBORE VT WF CAMO	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	19479	Finished Product	VERSA MAX COMB INSERT - EXTRA HIGH	36	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19478	Finished Product	VERSA MAX COMB INSERT - RAISED	39	EA	Consumer Parts	Traditional Parts
2310010	OHL	OHL	Consumer - Firearm Components	19473	Finished Product	VERSA MAX LENGTH OF PULL (LOP) KIT	92	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	81028	Finished Product	VERSA MAX SPTSMAN 12/22 PB RS MO-OBS	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	81028	Finished Product	VERSA MAX SPTSMAN 12/22 PB RS MO-OBS	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	OHL	Consumer - Firearm Components	81046	Finished Product	VERSA MAX SPTSMAN 12/26 PB VT SYN-BLACK	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	81049	Finished Product	VERSA MAX SPTSMAN 12/28 PB VT MO-DB	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	HSV	Firearms	81049	Finished Product	VERSA MAX SPTSMAN 12/28 PB VT MO-DB	4	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	81045	Finished Product	VERSA MAX SPTSMAN 12/28 PB VT SYN-BLACK	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	81045	Finished Product	VERSA MAX SPTSMAN 12/28 PB VT SYN-BLACK	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	OHL	HSV	Firearms	81045	Finished Product	VERSA MAX SPTSMAN 12/28 PB VT SYN-BLACK	39	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	81059	Finished Product	VERSA MAX TACT 12/22 PROBORE SYN-BLACK	6	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83202	Finished Product	VERSA MAX WT 12/28 BS PB VT	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	HSV	Firearms	83202	Finished Product	VERSA MAX WT 12/28 BS PB VT	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	ARM	ILN	Firearms	80620	Finished Product	VERSA MAX XBL 12/25 FR RS C-PAK	6	EA	Consumer Parts	Traditional Parts
2310010	1003	HSV	Firearms	83210	Finished Product	VMAX II WF 12/28 PB VT MO-SGB DU	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	HSV	Firearms	83210	Finished Product	VMAX II WF 12/28 PB VT MO-SGB DU	3	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	ILN	Firearms	83212	Finished Product	VMAX II WF 12/28 PB VT ORIG BTMLAND DU	3	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	ILN	Firearms	83214	Finished Product	VMAX II WF 12/28 PB VT RT MAX5	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	83218	Finished Product	VMAX II WF 12/28 PB VT RT TIMBER	1	EA	Shotguns	Shotguns - Semi-Auto
2310010	ILN	HSV	Firearms	83218	Finished Product	VMAX II WF 12/28 PB VT RT TIMBER	2	EA	Shotguns	Shotguns - Semi-Auto
2310010	1003	HSV	Firearms	90702	Finished Product	XM10 PRE ST VM 308 16" ORC	4	EA	Modern Sporting	AR10
2310010	1003	HSV	Firearms	86439	Finished Product	XM2010 NGFM 300 WIN 24" OPTIC NO-SUPP	2	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	HSV	Firearms	86439	Finished Product	XM2010 NGFM 300 WIN 24" OPTIC NO-SUPP	5	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86442	Finished Product	XM2010 NGFM 300 WIN 24" W/TQD-BC	1	EA	Centerfire Rifles	Centerfire - Bolt Action
2310010	ILN	ILN	Firearms	86438	Finished Product	XM2010 NGFM 300WIN 24" OPTIC W/TQD-CC	1	EA	Centerfire Rifles	Centerfire - Bolt Action

G/L Account	ValA	Location	Segment	Material	Finished Product	Material Description	Total Stock	BUn	BPC LVL3	BPC LVL4
Total Book Value for Assets Identified										\$4,850,903

EXHIBIT 1

(See attached copy of Bidding Procedures Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-11

Joint Administration Requested

**ORDER ESTABLISHING BIDDING PROCEDURES RELATING
TO THE SALES OF ALL OR A PORTION OF THE DEBTORS' ASSETS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), seeking entry of this order (this “**Bidding Procedures Order**”) (i) approving the proposed bidding procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”);

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Bidding Procedures, as applicable.

(iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the procedures for the Debtors' selection of one or more stalking horse bidders (each, a "**Stalking Horse Bidder**"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the "**Auction**") if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the "**Sale Hearing**") to approve one or more Sales of the Acquired Assets; and (v) granting related relief; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections having been filed, or all objections having been resolved or overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended on July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and the provision of the Bid Protections to be determined, (ii) establish the Assumption and Assignment Procedures, (iii) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, (iv) schedule a date for the (a) Auction and (b) Sale Hearing; and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, including the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Meyer Declaration**”) and the *Declaration of Colin M. Adams in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Adams Declaration**”) are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

F. The Debtors are authorized to pay the break-up fee and expense reimbursement comprising the Bid Protections. The Bid Protections, to the extent payable under any Stalking Horse APA, (a)(x) are actual and necessary costs and expenses of preserving the Debtors' estate within the meaning of Section 503(b) of the Bankruptcy Code, and (y) shall be treated as allowed administrative claims against the Debtors' estates pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code, are commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidders, and (c) are fair, reasonable and appropriate, including in light of the size and nature of the Sale Transaction, the necessity to announce a sale transaction for the Acquired Assets, and the efforts that have been and will be expended by the Stalking Horse Bidders. The Bid Protections are a material inducement for, and condition of, each Stalking Horse Bidder's execution of the applicable Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under its Stalking Horse APA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

G. The Sale Notice and the Publication Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of Acquired Assets, including the sale of Acquired Assets free and clear of all liens, claims, and encumbrances, the Sale Transaction(s), the Bidding Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

H. The Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder(s), and no other or further notice is required.

I. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Acquired Assets and the related Cure Costs, and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.³
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

³ Notwithstanding anything to the contrary herein, the consummation of any Sale Transaction(s) is subject to entry of the Sale Order(s).

I. The Timeline for the Sale

3. The Debtors are authorized to proceed with the Sale Transaction(s) in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

4. Deadline **Action**

August 18, 2020 at 10:00 a.m. (prevailing Central Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
August 21, 2020	Sale Notice Mailing Date
August 21, 2020	Assumption and Assignment Service Date
September 1, 2020 at 4:00 p.m. (prevailing Central Time)	Sale Objection Deadline (defined below) excluding any objection based on identity of Stalking Horse Bidders, Successful Bidder or Backup Bidder or the form or substance of the Stalking Horse Bid, Successful Bid or Backup Bid
September 4, 2020 at 5:00 p.m. (prevailing Central Time)	Bid Deadline
September 8, 2020 at 12:00 p.m. (prevailing Central Time)	Reply Deadline (defined below)
September 8, 2020 by 4:00 p.m. (prevailing Central Time) or 14 days following service of the Supplemental Notice of Assumption and Assignment	Assumption and Assignment Objection Deadline (defined below) excluding any objection related to adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or Backup Bidder
September 17, 2020 at 10:00 a.m. (prevailing Central Time)	Auction
September 21, 2020	Post-Auction Notice
September 23, 2020 at 10:00 a.m. (prevailing Central Time)	Sale Hearing

5. For the avoidance of doubt, the Debtors reserve the right, and are authorized to, modify the above timeline and the Bidding Procedures (the “**Modifications**”) in accordance with the provisions of the Bidding Procedures; *provided, however*, that the Debtors shall consult with the Consultation Parties or, to the extent provided therein, the Bid Consultation Parties, with respect to any Modifications. The Committee’s right to request an extension of the above timeline for cause is expressly reserved.

II. The Bidding Procedures

6. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

7. The Debtors are authorized, in accordance with the Bidding Procedures, to require Diligence Parties to submit written indications of interest specifying, among other things, the Acquired Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party.

8. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the Bid Deadline shall be **September 4, 2020 at 5:00 p.m. (prevailing Central Time)**. Any disputes or objections to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (all as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing as set forth herein.

9. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **September 17, 2020 at 10:00 a.m. (prevailing Central Time)** virtually via video conferencing technology, or at such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.

10. The Prepetition Secured Creditors shall have the right, subject in all respects to the Bankruptcy Code and other applicable law and the satisfaction in cash or assumption of claims secured by senior liens, to credit bid all or any portion of their allowed secured claims pursuant to Section 363(k) of the Bankruptcy Code or other applicable law, in accordance with the applicable provisions of the Prepetition Credit Documents and any such credit bid shall be deemed a Qualified Bid subject to the Intercreditor Agreement (as defined in the D'Arcy Declaration); *provided, however,* that nothing herein or in the Bidding Procedures shall affect or in any way limit the right or ability of any party in interest, including the Committee, to object to the Prepetition Secured Creditors' right to credit bid, including the nature, amount, or scope of such credit bid, subject to the (a) applicable provisions of the Court's *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, (IV) Granting Related Relief, and (V) Scheduling A Final Hearing* Docket No. 90, including paragraph 20 and the Challenge Period (as defined therein), as the same may be modified in accordance with its terms and (b) Sale Objection Deadline (as defined below).

III. Stalking Horse Bidder and Bid Protections

11. In accordance with the Bidding Procedures, the Debtors may designate one or more Stalking Horse Bidders for the various segments of their business and may enter into an asset purchase agreement with each Stalking Horse Bidder (each, a "**Stalking Horse APA**"), subject to higher or otherwise better offers at the Auction, which establishes a minimum Qualified Bid at the Auction with respect to the assets that are the subject thereof.

12. Absent further order of the Court, the Stalking Horse APA shall (i) limit the break-up fee in favor of the Stalking Horse Bidder in the amount of no more than 3.5% of the cash consideration proposed to be paid at closing by the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Break-Up Fee**”); (ii) limit any reimbursement for the Stalking Horse Bidder’s and its attorneys’, accountants’, investment bankers’ and representatives’ documented fees and expenses actually and reasonably incurred in negotiating and documenting the Stalking Horse APA, and in preserving and protecting Stalking Horse Bidder’s rights and interests as buyer and lender in connection with the Chapter 11 Cases to an amount not to exceed 1.0% of the cash consideration proposed to be paid by at closing the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Expense Reimbursement**”); and/or (iii) set the initial overbid protection (the “**Minimum Overbid Increment**” and, together with the Break-Up Fee and the Expense Reimbursement, the “**Bid Protections**”) in amounts to be determined by the Debtors in accordance with the Bidding Procedures. In the event that the Debtors determine that the Bid Protections must exceed the amounts set forth herein, the Court shall hold a hearing on the approval of any such greater Bid Protections on an expedited basis, upon the request of the Debtors.

13. The Bid Protections, to the extent payable under the Stalking Horse APAs, shall (a) constitute an allowed administrative expense claim against the Debtors pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code. Subject to the foregoing, the Bid Protections shall be paid (i) in cash from the proceeds of any approved Sale or (ii) credited against the purchase price if, after an Auction, the Stalking Horse Bid, as enhanced at the Auction, is the Successful Bid and the Sale contemplated by the Stalking Horse APA (as enhanced at the auction) is consummated.

14. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to all parties on the Rule 2002 List, all

parties expressing an interest in the Acquired Assets and all parties holding liens on such Acquired Assets, three (3) business days' notice and an opportunity to object to the determination of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse APA, and absent objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Court. To the extent necessary, the Debtors' right to seek this Court's approval of one or more Stalking Horse Bidders, with notice and a hearing, is hereby preserved.

IV. Notice Procedures

15. The form of Sale Notice substantially in the form attached hereto as Exhibit 2 is approved.

16. Within seven (7) days after the entry of this Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Bidding Procedures Order, including the Bidding Procedures by first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon or with respect to any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to FILO Lenders; (ix) counsel to

the Stalking Horse Bidder, if any; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; and (xvii) all known creditors of the Debtors, including their contract counterparties; *provided, however*, that to the extent email addresses are available, parties referenced in this paragraph 15 may be served by email.

17. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to known interested parties.

18. The Publication Notice, substantially in the form attached hereto as Exhibit 3, is approved. The Debtors are directed to publish the Sale Notice, as modified for publication, in the *New York Times*, on one occasion on the Mailing Date or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at <https://cases.primeclerk.com/RemingtonOutdoor>.

19. Service of the Publication Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to all unknown parties.

20. The form of the Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 is approved. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file on the docket, but not serve, the Post-Auction Notice identifying any Successful Bidder(s).

V. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are approved.

22. The Notice of Assumption and Assignment, substantially in the form attached hereto as Exhibit 5 is approved.

23. On or before **August 21, 2020** (any such date, the “**Assumption and Assignment Service Date**”), the Debtors shall file with the Court, and post on the Case Website at <https://cases.primeclerk.com/RemingtonOutdoor>, the Notice of Assumption and Assignment and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List, the Debtors believe that there is no Cure Cost, as of the date of such notice. On the Assumption and Assignment Service Date, the Debtors shall serve, via first-class mail, a customized version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List, on all counterparties to the Designated Contracts. In addition, the Debtors shall serve, via first-class mail, a modified version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List on all parties on the Rule 2002 Notice List. Service of such Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a counterparty to a Designated Contract (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; and (iii) include appropriate

documentation in support thereof. All Designated Contract Objections must be filed and served on (i) counsel for the Debtors, O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com); (ii) co-counsel for the Debtors, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, Attn: Derek Meek (dmeek@burr.com) and Hanna Lahr (hlahr@burr.com); (iii) counsel for the Restructuring Committee, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Schultz (sschultz@akingump.com); (iv) counsel for the Committee, Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104, Attn: Michael A. Sweet (msweet@foxrothschild.com) and Baker Donelson Bearman Caldwell & Berkowitz, P.C., 420 20th Street North, Birmingham, Alabama 35203, Attn: Matthew Cahill (mcahill@bakerdonelson.com) and Rita Hullett (rhullett@bakerdonelson.com); (v) the Bankruptcy Administrator, 400 Well Street, Decatur, Alabama 35602, Attn: Richard Blythe (richard_blythe@alnb.uscourts.gov); (vi) counsel to the Stalking Horse Bidder, if any; (vii) counsel to the FILO Lenders, Pillsbury Winthrop Shaw Pittman LLP, Four Embarcadero Center, 22nd Floor, San Francisco, CA 94111-5998, Attn: Joshua D. Morse (joshua.morse@pillsburylaw.com) and Andrew V. Alfano (andrew.alfano@pillsburylaw.com); (viii) counsel to Whitebox Advisors LLC, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Andreas Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com); (ix) all parties that have requested notice in the Chapter 11 Cases (collectively (i)–(ix), the “**Objection Recipients**”); and (x) counsel to any Successful Bidder(s), if known on the Sale Objection Deadline no later than 4:00 p.m. (prevailing Central Time) fourteen (14) days following the

Assumption and Assignment Service Date (the “**Assumption and Assignment Objection Deadline**”).

25. If a Designated Contract Objection is not consensually resolved before the Sale Hearing, the amount to be paid or reserved with respect to such objection shall be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

26. Any time after the Assumption and Assignment Service Date and before the closing of a Sale Transaction, the Debtors reserve the right, and are authorized but not directed, to (i) supplement the Designated Contracts List with previously omitted Designated Contracts in accordance with the definitive agreement for a Sale Transaction, (ii) remove a Designated Contract from the list of contracts that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

27. In the event the Debtors exercise any of the rights listed above, the Debtors shall promptly serve the Supplemental Notice of Assumption and Assignment by electronic transmission, hand delivery, or overnight mail on the counterparty (and its attorney, if known) to each Designated Contract listed on the Supplemental Notice of Assumption and Assignment at the last known address available to the Debtors. Each Supplemental Notice of Assumption and Assignment shall set forth (i) the name and address of the counterparty to the Designated Contract listed thereon; (ii) the proposed effective date of the assignment (subject to the right of the applicable Successful Bidder, if any, to withdraw such request for assumption and assignment of that Designated Contract prior to the closing of the applicable Sale Transaction); (iii) sufficient information to identify the Designated Contract; (iv) the Cure Costs, if any; and (v) proposed

adequate assurance, if known on the Assumption and Assignment Service Date. The Debtors are authorized, but not directed, to modify the Supplemental Notice of Assumption and Assignment as necessary and appropriate to provide customized individual notice to each Designated Contract counterparty. In addition, the Debtors are authorized, but not directed, to supplement the Designated Contract List on the Case Website with any additional Designated Contracts as the Debtors deem appropriate in their discretion. Service of such Supplemental Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

28. Any objection by a counterparty to a Designated Contract listed on a Supplemental Notice of Assumption and Assignment (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Supplemental Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or the proposed Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; (iii) include appropriate documentation in support of the objection; and (iv) be filed and served on the Objection Recipients no later than fourteen (14) days from the date of service of such Supplemental Notice of Assumption and Assignment.

29. If a Supplemental Designated Contract Objection is not consensually resolved by the proposed effective date of assignment of the Designated Contract that is the subject of a Supplemental Designated Contract Objection, the Debtors shall seek an expedited hearing before

the Court (a “**Supplemental Designated Contract Hearing**”) to determine the Cure Costs, if any, and approve the assumption of the relevant Designated Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court, including by filing a certification of no objection, (a “**Supplemental Designated Contract Order**”) fixing the Cure Costs and approving the assumption of any Designated Contract listed on a Supplemental Notice of Assumption and Assignment.

30. Absent the filing of a Designated Contract Objection or Supplemental Designated Contract Objection and a subsequent order of the Court establishing an alternative Cure Cost, the Cure Costs, if any, set forth in the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and the counterparty to the Designated Contract will be deemed to have consented to the assumption, assignment, and sale of the Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Designated Contract against the Debtors or the applicable Successful Bidder, or the property of any of them, except with respect to adequate assurance of future performance by such Successful Bidder. For the avoidance of doubt, any objections to the proposed form of adequate assurance of future performance of any Successful Bidder (other than a Stalking Horse Bidder) must be raised at the Sale Hearing or Supplemental Designated Contract Hearing, as applicable, and will be resolved at the hearing at which it is raised or, in the Debtors’ discretion, adjourned to a later hearing.

31. The inclusion of a Designated Contract on the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) will not (a) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take

assignment of such Designated Contract or (b) constitute any admission or agreement of the Debtors that such Designated Contract is an “executory” contract. Only those Designated Contracts that are included on a schedule of assumed and Acquired Contracts attached to the final purchase agreement with the Successful Bidder(s) (each, an “**Acquired Contract**”) will be assumed and assigned to the Successful Bidder(s).

32. Assignment by the Debtors to the Successful Bidder of a contract, lease or any other liability assumed under Section 365 of the Bankruptcy Code or otherwise relieves the Debtors and their estates from any such liability so assigned.

VI. The Sale Hearing

33. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Acquired Assets to the Successful Bidder(s) and (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **September 23, 2020 at 10:00 a.m. (prevailing Central Time)**, and may be adjourned or rescheduled without notice, subject to paragraph 4 of this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transaction(s) and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Bankruptcy Court.

34. Any and all objections, if any, to any Sale Transaction (but excluding any objection based on the specific identity of any Stalking Horse Bidder, the form or substance of any Stalking Horse APA, the specific identity of the Successful Bidder or the Backup Bidder, or the form or substance of the Successful Bid or the Backup Bid) must be filed no later than **September 1, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”). Any and all such objections must be served on the Objection Recipients and counsel to any Successful Bidder(s), if known on the Sale Objection Deadline. All replies to such objections must be filed by **September 8, 2020 at 12:00 p.m.** (prevailing Central Time) (the “**Reply Deadline**”).

35. Any party failing to timely file an objection to any Sale Transaction will be forever barred from objecting and will be deemed to have consented to any Sale Transaction, including the transfer of the Debtors’ right, title and interest in, to, and under the Debtors’ Acquired Assets free and clear of any and all liens, claims, encumbrances and other interests in accordance with a definitive agreement for any Sale Transaction.

36. Promptly following the Auction, the Debtors shall serve the Post-Auction Notice. The Debtors propose that any objections regarding the adequate assurance of future performance of the Successful Bidder or the Backup Bidder (other than the Stalking Horse Bidder) may be raised at the Sale Hearing.

VII. Other Provisions

37. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties or the Bid Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation or Bid Consultation Parties.

38. Oneida’s rights and priority in connection with any security interests it held in any assets of the Debtors pre-petition are hereby preserved and retained by Oneida to the extent they

existed pre-petition and any such security interests shall attach to proceeds of such assets with the same priority, extent, validity, avoidability and enforceability. Nothing herein shall constitute a finding or ruling by this Court that any such security interests are valid, senior, enforceable, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited to, the Debtors and any Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such security interest.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Bidding Procedures Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

42. To the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Bidding Procedures Order shall govern.

43. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

44. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse APA, and the implementation of this Bidding Procedures Order.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

Exhibit F

ASSET PURCHASE AGREEMENT

by and among

SIERRA BULLETS, L.L.C.

as Buyer, and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.,
AS SET FORTH ON THE SIGNATURE PAGES HERETO

as Seller

Dated as of September 26, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS	2
Section 1.1 Transfer of Acquired Assets	2
Section 1.2 Excluded Assets	5
Section 1.3 Assumption of Liabilities.....	7
Section 1.4 Retention of Liabilities	7
Section 1.5 Assumed Lease and Assumed Contracts; Cure Amount	8
Section 1.6 Non-Assignment of Acquired Assets.....	10
Section 1.7 Further Conveyances and Assumptions.....	10
ARTICLE 2. CONSIDERATION	11
Section 2.1 Consideration	11
Section 2.2 Good Faith Deposit.....	11
ARTICLE 3. CLOSING AND DELIVERIES.....	11
Section 3.1 Closing	11
Section 3.2 Seller’s Deliveries.....	12
Section 3.3 Buyer’s Deliveries	13
ARTICLE 4. REPRESENTATIONS AND WARRANTIES.....	13
Section 4.1 Representations and Warranties of Seller	13
Section 4.2 Representations and Warranties of Buyer.....	15
Section 4.3 Warranties Exclusive; Schedules.....	17
Section 4.4 Survival of Representations and Warranties.....	18
ARTICLE 5. COVENANTS OF THE PARTIES	18
Section 5.1 Covenants of Seller	18
Section 5.2 Covenants of Buyer.....	19
Section 5.3 HSR Act.....	21
ARTICLE 6. ADDITIONAL AGREEMENTS.....	22
Section 6.1 Bankruptcy Matters.....	22
Section 6.2 Transition Arrangements	22
Section 6.3 Further Assurances.....	23
ARTICLE 7. EMPLOYEES AND EMPLOYEE BENEFITS	23
Section 7.1 Transferred Employees	23
Section 7.2 Employment Tax Reporting.....	24
Section 7.3 Benefits	24
Section 7.4 WARN Act.....	24
Section 7.5 Third Party Beneficiary.....	25
ARTICLE 8. TAXES.....	25
Section 8.1 Taxes Related to Purchase of Assets	25
Section 8.2 Cooperation on Tax Matters	25
Section 8.3 Allocation of Purchase Price.....	26
ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES	26
Section 9.1 Conditions Precedent to Performance by Seller	26
Section 9.2 Conditions Precedent to Performance by Buyer.....	27
ARTICLE 10. TERMINATION.....	28
Section 10.1 Conditions of Termination.....	28

Section 10.2	Effect of Termination; Remedies.....	30
ARTICLE 11.	MISCELLANEOUS	31
Section 11.1	Successors and Assigns.....	31
Section 11.2	Governing Law; Jurisdiction.....	31
Section 11.3	WAIVER OF JURY TRIAL.....	31
Section 11.4	Expenses	31
Section 11.5	Broker's and Finder's Fees	32
Section 11.6	Severability	32
Section 11.7	Notices	32
Section 11.8	Amendments; Waivers.....	33
Section 11.9	Time of Essence.....	33
Section 11.10	Public Announcements	33
Section 11.11	Entire Agreement	34
Section 11.12	Parties in Interest.....	34
Section 11.13	Bulk Sales Laws.....	34
Section 11.14	Construction.....	34
Section 11.15	Counterparts and Facsimile.....	34
ARTICLE 12.	DEFINITIONS.....	34
Section 12.1	Certain Terms Defined.....	34
Section 12.2	All Terms Cross-Referenced.....	43

SCHEDULES

Schedule 1.1(h) - Assumed Benefit Plans
 Schedule 1.1(i) - Assumed Business Contracts
 Schedule 1.1(k) - Intellectual Property
 Schedule 1.2(r) - Excluded Assets
 Schedule 1.3(h) - Assumed Liabilities
 Schedule 1.4(o) - Excluded Liabilities
 Schedule 1.5(a) - Estimated Cure Amount
 Schedule 4.1(g) - Compliance with Law
 Schedule 4.1(h) - Contracts
 Schedule 4.1(i) - Material Permits
 Schedule 11.5 - Brokers and Finders
 Schedule 12.1(a) - Brand Name

EXHIBITS

Exhibit 1 - Bidding Procedures Order
 Exhibit 2 - Transition Services Agreement
 Exhibit 3 - Proposed Sales Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 26, 2020 (the “Effective Date”), is entered into by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to this Agreement (collectively with ROC, “Seller”), and Sierra Bullets, L.L.C. (“Buyer”), or a Buyer Acquisition Vehicle as assignee in accordance with Section 11.1. Capitalized terms used in this Agreement are defined or cross-referenced in Article 12.

RECITALS

A. Seller is engaged in the manufacturing and sale of ammunition, cartridges, shotshells, blanks, bullets, pellets, shot, caps, primers, wads and parts thereof at the Assumed Leased Real Property under the Barnes Bullets brand (the “Business”), and owns various assets related to the Business. On July 27, 2020 (the “Petition Date”) Seller filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court”) and the case arising under such petition, the “Bankruptcy Case”).

B. On the Petition Date, Seller filed a Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Debtors’ Assets pursuant to which Seller sought, and the Bankruptcy Court approved, the Bidding Procedures Order attached hereto as Exhibit 1 (the “Bidding Procedures Order”).

C. Buyer desires to purchase the Acquired Assets free and clear of Liens, Claims and Interests (other than Permitted Liens), except for assumption of the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign and transfer to Buyer, the Acquired Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

D. Buyer, in exchange for the transfer to Buyer of the Acquired Assets, desires to provide certain consideration (as set forth below) to Seller.

E. The Acquired Assets and Assumed Liabilities are assets and liabilities of Seller, which are to be purchased and assumed by Buyer pursuant to an order of the Bankruptcy Court approving such sale pursuant to Sections 105, 363 and 365 of the Bankruptcy Code (the “Sale Order”), which order will include the authorization for the assumption by Seller and assignment to Buyer of certain executory contracts and unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with the applicable provisions of the Bankruptcy Code. The consummation of the transactions set forth in this Agreement is subject, among other things, to the entry of the Sale Order.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS.

Section 1.1 Transfer of Acquired Assets. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to the Acquired Assets free and clear of all Liens, Claims and Interests (other than Permitted Liens and the Assumed Liabilities). For all purposes under this Agreement, the term "Acquired Assets" shall (i) not include any Excluded Assets, (ii) include the Brand Name and (iii) mean all of the other properties, assets, Interests and rights of Seller existing as of the Closing Date, of any kind or nature, real or personal, tangible or intangible, that in each case in this *clause (iii)* primarily relate to the ownership, operation and management of the Business, including, but not limited to the assets listed in Section 1.1(a) to (s) below.

(a) *[intentionally omitted]*;

(b) the Utah Lease, together with all security and other deposits related thereto, prepaid rent and appurtenances thereto and associated therewith (the "Assumed Lease");

(c) all Leasehold Improvements of Seller located on the Leased Real Property that is subject to the Assumed Lease (the "Assumed Leased Real Property");

(d) all of Seller's owned (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and any other tangible property located at the Assumed Leased Real Property (including, in each case, any consumables located thereon) or that is otherwise primarily used or primarily held for use in the ownership, operation or management of the Business (the "Owned FF&E"), and (ii) to the extent assignable, rights to any warranties and licenses received from manufacturers and sellers of the Owned FF&E;

(e) all of Seller's (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and any other tangible property located at the Assumed Leased Real Property or that is otherwise primarily used or primarily held for use in the ownership, operation or management of the Business, that are in each case leased pursuant to any Contract (the "Assumed FF&E Leases" and the equipment, machinery, furniture, fixtures and improvements, tooling and spare parts so leased, the "Leased FF&E"), (ii) rights under the Assumed FF&E Leases, and (iii) to the extent assignable, rights to any warranties and licenses received from manufacturers and lessors of the Leased FF&E;

(f) all of Seller's (i) owned cars, trucks and other motor vehicles primarily used in connection with the Business at the Assumed Leased Real Property (the "Owned Motor Vehicles"), and (ii) rights to the warranties and licenses received from manufacturers and sellers of the Owned Motor Vehicles;

(g) all of Seller's (i) cars, trucks and other motor vehicles that are leased pursuant to any Contract and primarily used for the ownership, operation or management of the Business at the Assumed Leased Real Property (the "Assumed Motor Vehicle Leases" and the cars, trucks and other motor vehicles so leased, the "Leased Motor Vehicles"), (ii) rights under the Assumed Motor Vehicle Leases, and (iii) rights to the warranties and licenses received from manufacturers and lessors of the Leased Motor Vehicles;

(h) all proceeds and recoveries from, policies (but not, for the avoidance of doubt, any Insurance Policies themselves) to the extent attributable to any of the Acquired Assets, only to the extent in respect of periods on or after the Effective Date) (the rights described in this Section 1.1(h) being collectively the "Assumed Policies"), provided, however, only those Employee Benefit Plans set forth on Schedule 1.1(h) shall be deemed to be "Assumed Policies";

(i) all Contracts set forth on Schedule 1.1(i) (collectively, the "Assumed Business Contracts" and, together with the Assumed FF&E Leases, the Assumed Motor Vehicle Leases, the "Assumed Contracts");

(j) to the extent transferable under applicable Law, all Permits issued to Seller that are primarily used in connection with the ownership, operation and/or management of the Business, and all pending applications therefor, including, without limitation, any of the foregoing listed on Schedule 4.1(i);

(k) all (i) registered and unregistered Intellectual Property owned and/or primarily used by Seller in connection with the ownership, operation and/or management of the Business, including but not limited to (A) the Intellectual Property listed on Schedule 1.1(k), (B) all Intellectual Property owned by Seller in the all-copper and powdered metallurgy ammunition field, and the exclusive use of such Intellectual Property, and (C) and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including without limitation the name "Barnes Bullets", and (ii) to the extent transferable under applicable Law, Intellectual Property licensed to Seller primarily in connection with the ownership, operation and/or management of the Business (all the aforementioned, together with the Brand Name, the "Acquired Intellectual Property");

(l) all sales orders or other commitments of Seller to purchasers of goods, services or products produced or sold by the Business (the "Customer Orders");

(m) all outstanding purchase orders or other commitments of Seller to suppliers of goods and services for materials, supplies or other items exclusively used in connection with the ownership, operation and/or management of the Business (the "Purchase Orders");

(n) all right, title and interest in and to all inventory, supplies and finished goods within the scope of the operations of the Business and located on the Leased Real Property or (to the extent within the scope of the operations of the Business) in the possession of any third-party bailees (collectively, the “Inventory”);

(o) all (i) rights to refunds relating to, and prepaid expenses and deposits attributable to, any Purchase Orders, Customer Orders, Assumed Contracts and Inventory, and all rights under credit card merchant accounts, (ii) prepaid charges and deposits in respect of telephone, electricity, water and sewer and other utilities provided to the Assumed Leased Real Property, (iii) prepaid common area maintenance expenses relating to any Assumed Lease and security deposits for any Assumed Lease, (iv) ordinary holdbacks (including ordinary credit card holdback payments or protection reserves) in connection with or relating to any Acquired Asset and (v) other deposits, prepaid charges and expenses paid by Seller and other rights of Seller in connection with or primarily relating to any Acquired Asset;

(p) all goodwill, including all goodwill associated with the Business, with the Acquired Intellectual Property, and with any of the other Acquired Assets;

(q) Claims held by Seller that relate to Acquired Assets;

(r) all other tangible or intangible assets of Seller primarily used in connection with the ownership, operation and/or management of the Business; and

(s) to the extent permitted by applicable Law (and other than all Documents of Seller held by Seller or Seller’s counsel related to the Retained Litigation), all Documents that are primarily used in or primarily held for use in, or that primarily relate to, the Acquired Assets, the Assumed Liabilities or the Business; provided, that Buyer shall provide (i) Seller with reasonable access at Seller’s sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same following the Closing to the extent reasonably necessary to permit Seller to wind-down and liquidate its estate after the Closing and (ii) any other buyer of ROC’s lines of business or assets pursuant to the auction contemplated by the Bidding Procedures Order (an “Other Buyer”) reasonable access at such Other Buyer’s sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the assets of ROC purchased by such Other Buyer; and provided, further, that as a condition to such access, Seller and each such Other Buyer shall each keep such information confidential in accordance with all contractual requirements and any applicable Laws (or in the case of any such Other Buyer, a confidentiality agreement reasonably acceptable to Buyer).

Section 1.2 Excluded Assets. Except as provided in Section 1.1, the Acquired Assets shall not include any right, title or interest of any Person other than Seller in any property or asset, or Seller’s right, title and interest in, to and under properties and assets not used in connection with the ownership, operation and/or to management of the Business, and shall specifically exclude the following properties, Contracts, Leases, and other assets, interests and rights of Seller (all such items not being acquired by Buyer being referred to in this Agreement as the “Excluded Assets”):

(a) all rights of every nature and description (other than Assumed Policies under or arising out of all insurance policies of Seller (“Insurance Policies”), including without limitation (i) with respect to Claims arising prior to the Effective Date; (ii) to the extent of coverage of any Excluded Liabilities, (iii) under those insurance policies covering any tort liabilities that are not Assumed Liabilities, (iv) under the D&O Insurance, and (v) under those insurance policies covering liabilities and Claims against Seller and its affiliates relating to the Excluded Employee Liabilities;

(b) all Owned Real Property;

(c) any asset that is not owned or leased by Seller or not used or held for use in connection with the ownership, operation and management of the Business;

(d) any minute books, stock ledgers, corporate seals and stock certificates of Seller, and other similar books and records that Seller is required by Law to retain and all Tax Returns, financial statements and corporate or other entity filings; provided that (i) Seller shall provide Buyer with reasonable access to the same following the Closing to the extent relating to the Acquired Assets and when reasonably requested by Buyer and (ii) Buyer shall be entitled upon reasonable request to be provided with copies of all such records, at its own expense, and provided, further, that Seller shall notify Buyer before disposing of any such records and upon Buyer’s reasonable request shall transfer them to Buyer;

(e) all (i) prepaid premiums in respect of all Excluded Insurance Policies, (ii) retainers, prepayments or on-account cash paid to Seller’s professionals and advisors, including any carve-out under any DIP Facility or cash collateral arrangements (whether retained in the Bankruptcy Case or otherwise), and (iii) other deposits, prepaid charges and expenses paid by Seller to the extent in connection with or relating to any Excluded Asset;

(f) all rights to or claims for refunds, overpayments or rebates of Pre-Closing Taxes, including any refunds, overpayments or rebates of Pre-Closing Taxes for any Straddle Period, other than, in any of the foregoing cases, any such refunds, overpayments or rebates that are attributable to Taxes actually paid by Buyer;

(g) all shares of capital stock (and any other equity interests or rights convertible into equity interests) issued by any Seller entity;

(h) all Documents exclusively relating to any Excluded Asset; provided, that Seller shall provide Buyer with reasonable access at Buyer’s sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(i) all Documents exclusively relating to any Employees who do not become Transferred Employees; provided that, to the extent permitted by applicable Law, Seller shall make copies of such Documents available to Buyer if reasonably related to addressing or defending any

such Employees' claims against Buyer;

(j) subject to Section 1.6, any asset that requires the consent of a third party to be transferred, assumed or assigned hereunder as to which, by the Closing Date (and after giving effect to the entry of the Sale Order and any other Order of the Bankruptcy Court eliminating any contractual right of third parties to withhold such consent), such consent to transfer, assumption or assignment has not been effected or excused (for clarity, all liabilities associated with each such asset are excluded from Assumed Liabilities pursuant to Section 1.4(a));

(k) all Employee Benefit Plans and all assets of, and Contracts exclusively relating to or associated with such plans;

(l) all Cash and all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing;

(m) any rights of Seller under this Agreement or any Ancillary Agreement to which Seller is a party, including without limitation any rights relating to the Purchase Price;

(n) copies of all Historic Firearms Books and Records of Seller; provided, that Seller shall provide Buyer with reasonable access at Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(o) all Documents of Seller held by Seller or Seller's counsel relating to (i) any litigation against Seller or (ii) the Excluded Employee Liabilities;

(p) the D&O Insurance, and all proceeds thereof;

(q) all rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses related to any Excluded Liability;

(r) any properties, Contracts, Leases, or other assets, interests and rights of Seller that (i) do not relate to the ownership, operation or management of the Business or (ii) are otherwise set forth on Schedule 1.2(r);

(s) all Avoidance Actions; and

(t) Claims held by Seller against any party that are covered by, relate to or are based upon any Insurance Policies (including the D&O Insurance).

Notwithstanding any provision to the contrary in this Section 1.2, "Excluded Assets" does not include the Brand Name.

Section 1.3 Assumption of Liabilities. At the Closing, Buyer shall assume, and

Buyer agrees to thereafter pay, perform and discharge when due, and indemnify, defend and hold harmless Seller, its Affiliates and all of their respective Related Persons from and against, the following liabilities (all items in this Section 1.3 being, collectively, the “Assumed Liabilities”):

(a) Except as set forth in Section 1.5, all liabilities and unperformed and unfulfilled obligations of Seller under the terms of any Assumed Contract or Assumed Lease (including all premium finance arrangements of Seller for Assumed Contracts), and the Buyer’s Cure Amount in connection with the assignment of the Assumed Lease and the Assumed Contracts to, and the assumption of the Assumed Lease and the Assumed Contracts by, Buyer;

(b) all liabilities and obligations of Seller under the Customer Orders and the Purchase Orders (including liabilities in respect of customer deposits, security deposits and prepaid items);

(c) all liabilities and obligations for Post-Closing Taxes (including those relating to any Straddle Period);

(d) all liabilities and obligations for Transaction Taxes;

(e) all Employee Liabilities relating to Transferred Employees (other than the Excluded Employee Liabilities);

(f) all liabilities and obligations (including under applicable Environmental Laws and other Laws) arising out of or relating to Buyer’s ownership or operation of the Business and the Acquired Assets after the Closing;

(g) all liabilities and obligations to indemnify and hold harmless any Transferred Employees; and

(h) all liabilities and obligations of Seller set forth on Schedule 1.3(h).

Section 1.4 Retention of Liabilities. Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain liabilities and obligations of Seller (all such liabilities and obligations not being assumed being herein referred to as the “Excluded Liabilities”). The Excluded Liabilities include, without limitation, the following liabilities and obligations (but in each case except as specifically assumed in Section 1.3):

(a) all liabilities and obligations under or relating to the Excluded Assets;

(b) all liabilities and obligations of Seller under or relating to the Priority Term Loan, the FILO Facility, the Exit Term Loan or the Intercompany Note;

(c) all liabilities and obligations relating to any Employee Benefit (the “Excluded Employee Liabilities”);

- (d) all liabilities and obligations for Pre-Closing Taxes;
- (e) all liabilities and obligations of Seller arising under or incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements to which Seller is a party and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;
- (f) all liabilities of, and Claims against, Seller arising from and in connection with grants of restricted common unit/share awards and stock options by Seller;
- (g) any liabilities and obligations of Seller under this Agreement, or under any Ancillary Agreement to which Seller is a party;
- (h) all liabilities under any Qualifying Excluded Contracts and Leases;
- (i) all State of Alabama Project Development Liabilities;
- (j) the Retained Litigation;
- (k) all other liabilities and obligations arising out of or relating to Seller's ownership, operation or management of the Business and the Acquired Assets prior to the Closing;
- (l) all liabilities and obligations under the CBA;
- (m) all liabilities and obligations under the Pension Plan;
- (n) all City of Huntsville Project Development Liabilities; and
- (o) all of Seller's other liabilities and obligations that are not Assumed Liabilities, including, without limitation, liabilities set forth on Schedule 1.4(o).

Section 1.5 Assumed Lease and Assumed Contracts; Cure Amount.

(a) At such time as is specified in the Sale Order, pursuant to Section 365 of the Bankruptcy Code, Seller shall assume and assign to Buyer and Buyer shall assume from Seller, the Assumed Lease and the Assumed Contracts. The amounts necessary, pursuant to Section 365 of the Bankruptcy Code, to cure any and all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults under any Assumed Lease or Assumed Contract, in each case as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order and this Agreement (such aggregate amount, the "Cure Amount") shall be paid by Buyer; provided however that (a) Buyer shall have no obligation to pay more than an aggregate amount of \$53,233 (the "Buyer's Cure Amount") for all Assumed Leases and Assumed Contracts listed on Schedule 1.1(i) as of the Effective Date plus any Cure Amount for Assumed Leases and Assumed Contracts that may be added to Schedule 1.1(i) after the Effective Date in accordance with the terms below, in each case as and when finally determined by the Bankruptcy Court

pursuant to the procedures set forth in the Sale Order and this Agreement and (b) Seller shall be responsible for paying any difference (such difference, the “Seller’s Cure Amount”) between the Buyer’s Cure Amount and the Cure Amount that is necessary, pursuant to Section 365 of the Bankruptcy Code, to cure any and all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults only under any Assumed Lease or Assumed Contract that is listed on Schedule 1.1(i) as of the Effective Date. Schedule 1.5(a) contains Seller’s estimate as of the Effective Date of the Cure Amount. Subject to the prior written consent of Seller in Seller’s sole discretion, Buyer may amend Schedule 1.1(i) to add any executory contracts of Seller at any time prior to the date of a final hearing to approve the sale of the Acquired Assets (the “Sale Hearing”). Subject to the limitations set forth in Section 1.5(d) and upon written notice to Seller, Buyer may amend Schedule 1.1(i) and Schedule 1.2(r) to reject any executory contracts of Seller at any time prior to the date of the Sale Hearing; provided that the definition or interpretation of (i) “Acquired Assets” for the purposes of Section 1.3 only and (ii) “Assumed Liabilities” and “Excluded Liabilities” for any purposes under this Agreement, shall not reflect any such amendment without the prior written consent of Seller. For the avoidance of doubt and notwithstanding anything to the contrary in this Section 1.5(a), Seller shall have no liability under this Agreement in respect of any Cure Amounts relating to Assumed Contracts that are not listed on Schedule 1.1(i) as of the Effective Date.

(b) Seller shall timely serve the motion seeking entry of the Sale Order to all parties to Leases and Contracts and, subject to Section 1.6 and the performance of Buyer’s obligations in Section 5.2, Seller shall use commercially reasonable efforts to cause the Assumed Lease and Assumed Contracts to be assumed by Seller and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code, and Seller shall comply with all requirements under Section 365 of the Bankruptcy Code necessary to assign and delegate to Buyer all of Seller’s rights and obligations under the Assumed Lease and Assumed Contracts.

(c) Notwithstanding any provision in this Agreement to the contrary, if for any reason Buyer fails to pay the Buyer’s Cure Amount or Seller fails to pay the Seller’s Cure Amount in respect of any Assumed Contract or Assumed Lease when due and payable pursuant to this Agreement, the Sale Order or any other Order of the Bankruptcy Court, (i) the other party may pay or otherwise satisfy such Cure Amount or any other liability or obligation under such Assumed Contract or Assumed Lease and shall be reimbursed by the party responsible to make such payment within five (5) Business Days of notice of such payment (ii) each party shall indemnify and hold harmless the other party in respect of such Cure Amount, liability or obligation as well as any expenses (including legal fees and expenses) incurred by the other in defending any claim for payment of the Cure Amount or any other liability or obligation arising under such Contract or Lease asserted by the counterparty thereto and (iii) Seller or Buyer may reject, and nothing in this Agreement shall prohibit Seller or Buyer from rejecting, such Contract or Lease.

(d) Notwithstanding any provision in this Agreement to the contrary, at any time prior to the Sale Hearing, Buyer may designate in writing to Seller any Contract or Lease as an Excluded Liability (and amend Schedule 1.2(r) for such purposes only), only if the rejection of such Contract or Lease would not give rise to a Claim in favor of the counterparty thereto having administrative priority or any other priority senior to a general unsecured Claim against the bankruptcy estate of Seller (the “Qualifying Excluded Contracts and Leases”). Seller may reject,

and nothing in this Agreement shall prohibit Seller from rejecting, the Qualifying Excluded Contracts and Leases.

Section 1.6 Non-Assignment of Acquired Assets. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any Acquired Asset if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Seller (each such action, a “Necessary Consent”), would constitute a breach thereof (after giving effect to any waiver by the applicable counterparty, or any elimination of such approval, authorization or consent requirement by operation of the Sale Order) or in any way adversely affect the rights or obligations of Buyer thereunder and such Necessary Consent is not obtained and (b) the Bankruptcy Court shall not have entered an Order providing that such Necessary Consent is not required because the transfer thereof shall be deemed by the Bankruptcy Court to be (x) effective and (y) not a breach thereof, notwithstanding the failure to obtain such Necessary Consent. In such event, Seller and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that Seller shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested (other than the applicable Cure Amount) or to initiate any litigation or legal proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if such Acquired Asset or an attempted assignment thereof would otherwise be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and at no out-of-pocket expense to Seller or Buyer, under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Seller would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming Seller’s obligations (to the extent otherwise constituting Assumed Liabilities hereunder), any and all rights of Seller thereunder.

Section 1.7 Further Conveyances and Assumptions.

(a) Seller shall deliver to Buyer at the Closing such Employee Records as is reasonably necessary for Buyer to transition the Transferred Employees into Buyer’s records, as well as all other Documents included in the Acquired Assets.

(b) At the Closing, and from time to time thereafter, Seller and Buyer shall, and Seller and Buyer shall cause their respective Affiliates to, execute, acknowledge and deliver all such further actions, as may be reasonably necessary or appropriate to sell, transfer, convey, assign and deliver fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Seller and its successors and permitted assigns, the assumption of the liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective or evidence the transactions contemplated by this Agreement.

Section 1.8 Conflicts with Other Bidders. In the event of any conflict regarding the Acquired Assets or the Assumed Liabilities between this Agreement and agreements governing other sales of the Seller's assets in the Bankruptcy Case (the "Other Agreements"), Buyer shall cooperate in good faith with any other purchasers of Seller's assets pursuant to such Other Agreements, whether before or after the Closing Date, to ensure that all assets or liabilities are appropriately apportioned between Buyer and such other purchasers in order to reflect the intent of Buyer and such other purchasers hereunder and thereunder.

ARTICLE 2. CONSIDERATION

Section 2.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets (the "Purchase Price") shall be:

- (a) Thirty Million Five Hundred Thousand United States Dollars (US\$ 30,500,000) (the "Gross Closing Cash Payment"), to be adjusted pursuant to Section 2.2(b), and paid and delivered in accordance with Section 3.3(a); and
- (b) assumption of the Assumed Liabilities.

Section 2.2 Good Faith Deposit.

(a) Concurrently with or prior to the execution and delivery of this Agreement, notwithstanding anything to the contrary in this Agreement, Buyer shall have deposited with Seller an amount equal to Thirty Million Five Hundred Thousand United States Dollars (US\$ 30,500,000) by wire transfer of immediately-available funds (the "Good Faith Deposit"). The Good Faith Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of either of Seller or Buyer and shall be deposited in a segregated deposit account of Seller and held in trust to be administered solely in accordance with the terms of this Agreement and the Bidding Procedures Order. Upon the Closing, the Good Faith Deposit shall be an Excluded Asset and shall not be subject to any restrictions under this Agreement.

(b) If the Closing occurs, the Gross Closing Cash Payment shall be reduced by the amount of the Good Faith Deposit (such resulting amount, the "Net Closing Cash Payment"), to be paid and delivered in accordance with Section 3.3(a).

(c) If this Agreement is terminated pursuant to Section 10.1, the Good Faith Deposit shall, other than if a release of the Good Faith Deposit to Seller shall have previously occurred in accordance with Section 2.2(d), be repaid to Buyer or retained by Seller in the amounts and at the times set forth in Section 10.2(a) through Section 10.2(c).

(d) Unless otherwise provided in Section 10.2(b), upon entry of the Sale Order, the Good Faith Deposit shall become non-refundable and shall be retained by the Seller.

(e) Notwithstanding any provision herein to the contrary, in the event that the Closing does not occur on or before the seventh (7th) calendar day from the date of entry of the Sale Order by the Bankruptcy Court, Five Hundred Thousand United States Dollars (\$500,000) of

the Good Faith Deposit shall, within three (3) Business Days of such seventh (7th) calendar day, be returned by Seller to Buyer; provided, however, that such failure to occur of the Closing shall not have resulted from Buyer's material breach of its obligations under this Agreement.

ARTICLE 3. CLOSING AND DELIVERIES

Section 3.1 Closing. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by the electronic exchange of documents and signatures, or such other place as may be agreed upon, at 7:00 a.m., local Central Time, on the third (3rd) Business Day following the satisfaction or, to the extent permitted by this Agreement, waiver of each of the conditions set forth in Article 9 of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction, or waiver to the extent permitted by this Agreement, of such conditions), or such other date as may be agreed to by Seller and Buyer, which date shall not be earlier than the first day following the entry of the Sale Order by the Bankruptcy Court (the "Closing Date").

Section 3.2 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) all of the Acquired Assets, together with one or more duly executed bills of sale, endorsed certificates of title and other evidence of transfer of motor vehicles and instruments of conveyance appropriate for the applicable Acquired Assets, each as reasonably requested by Buyer and otherwise in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller;

(b) one or more duly executed assignment and assumption agreements for the Assumed Contracts and the Assumed Liabilities, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an "Assignment and Assumption Agreement");

(c) one or more duly executed assignment and assumption agreements for the Assumed Lease, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an "Assignment and Assumption of Lease");

(d) duly executed, and notarized where indicated, assignments of (i) the registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in forms suitable for recording in the U.S. Patent and Trademark Office and equivalent offices in jurisdictions outside the United States, (ii) the Internet domain name registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in a form suitable for filing with all applicable domain name registries, together with all relevant authorization codes for the transfer of such domain name registrations and applications and confirmation that the same have been unlocked, and (iii) general assignments of all other Acquired Intellectual Property, in each case in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an "Acquired Intellectual Property Assignment");

(e) the officer's certificate required to be delivered pursuant to Section 9.2(a) and Section 9.2(b);

(f) one or more affidavits executed by Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that Seller is not a foreign person within the meaning of Section 1445(f)(3) and Section 1446 of the Code;

(g) a duly executed Limited Power of Attorney to enable Buyer to execute on Seller's behalf any further documents necessary to record the assignment to Buyer of Acquired Intellectual Property.

Section 3.3 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) cash in an amount equal to the Net Closing Cash Payment, by wire transfer of immediately available funds to the account or accounts of Seller identified by Seller in writing reasonably in advance of the Closing;

(b) one or more duly executed Assignment and Assumption Agreements;

(c) the officer's certificate required to be delivered pursuant to Section 9.1(a) and Section 9.1(b); and

(d) such other documents, instruments and certificates as Seller may reasonably request to transfer, assign and delegate the Assumed Liabilities to Buyer in accordance with the terms and conditions hereof.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Corporate Organization. Each entity comprising Seller is duly formed or incorporated and validly existing and in good standing under the laws of its respective state of domicile. Subject to any necessary authority from the Bankruptcy Court, each entity comprising Seller has the requisite corporate or limited liability company power and authority to conduct the Business as now being conducted and to carry out its obligations under this Agreement.

(b) Qualification to do Business. Each entity comprising Seller is duly qualified to do business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Each entity comprising Seller has the corporate

or limited liability company power and authority necessary to enter into this Agreement and each Ancillary Agreement to which Seller is a party and, subject to (i) the Bankruptcy Court's entry of the Sale Order, and (ii) the termination or expiration of the waiting period under the HSR Act (if applicable), to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement has been duly authorized, and at or before Closing the execution and delivery of the Ancillary Agreements to which Seller is a party will be duly authorized, by all necessary corporate or limited liability company action by the boards of directors or managers of Seller, and no other corporate or limited liability company proceedings are necessary for the performance by Seller of its obligations under this Agreement or the consummation by Seller of the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by Seller, and at Closing the Ancillary Agreement to which Seller is a party will be duly and validly executed and delivered by Seller, and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Buyer, the Agreement is, and each of the Ancillary Agreements to which Seller is a party will be at Closing, a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(d) No Conflict or Violation. Neither the execution and delivery by Seller of this Agreement or any of the Ancillary Agreements to which Seller is a party, nor (subject to (i) the Bankruptcy Court's entry of the Sale Order, and (ii) the termination or expiration of the waiting period under the HSR Act (if applicable)) the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements to which Seller is a party, nor compliance by Seller with any of the provisions hereof or thereof, will (x) conflict with or result in any breach of any provision of the respective certificates of incorporation or formation of Seller or the respective by-laws or operating agreements of Seller, or (y) violate any provision of law, regulation, rule or other legal requirement of any Government ("Law") or any order, judgment or decree of any court or Government ("Order") applicable to Seller or any of its properties or assets, except, in either of the foregoing cases (x) and (y), for any conflict or violation as would not reasonably be expected to cause a Material Adverse Effect.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Seller is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Seller after the Closing in order for Buyer to own or operate any of the Acquired Assets; (ii) as required pursuant to the HSR Act, if applicable; (iii) the entry of the Sale Order by the Bankruptcy Court; or (iv) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Title and Ownership. Seller has good title to, or right by license, lease or other agreement to use, the Acquired Assets. Subject to the entry of the Sale Order, at the Closing, Seller will have the right to transfer the Acquired Assets to Buyer free and clear of all Liens, other than Liens included in the Assumed Liabilities and Permitted Liens.

(g) Compliance with Law. Except as set forth on Schedule 4.1(g), (i) Seller has operated the Business in material compliance with all applicable Laws, and (ii) except as may

result from the Bankruptcy Case, Seller has not received written notice of any violation of any applicable Laws, nor is Seller in default with respect to any Order applicable to the Acquired Assets.

(h) Contracts and Leases. As of the Effective Date, other than as set forth on Schedule 4.1(h) or in motions or other pleadings or similar items filed with the Bankruptcy Court, neither Seller nor, to Seller's Knowledge, any other party to any of the Assumed Contracts or Assumed Lease has commenced any action against any of the parties to such Assumed Contracts or Assumed Lease or given or received any written notice of any material default or violation under any Assumed Contract or Assumed Lease that was not withdrawn or dismissed, except only for those defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Assumed Contracts and Assumed Lease). Assuming due authorization, execution, delivery and performance by the other parties thereto, each of the Assumed Contracts and Assumed Lease is, or will be at the Closing, valid, binding and in full force and effect against Seller, except as otherwise set forth on Schedule 4.1(h).

(i) Permits. Schedule 4.1(i) sets forth a complete and correct list of all material Permits currently held by Seller in connection with the Business ("Material Permits"), and all Material Permits at the current locations of the Business are, except as would not cause a Material Adverse Effect, in full force and effect.

(j) Intellectual Property. Schedule 1.1(k) sets forth a complete and correct list of all registrations and applications of the trademarks, patents and domain names owned and primarily used by Seller in connection with the Business.

(k) Brand Name. Schedule 12.1(a) sets forth a complete and correct list of all registrations and applications for trademarks and service marks for the Brand Name.

(l) Seller Not a Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 or 1446 of the Code.

Section 4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Corporate Organization. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation. Buyer has the requisite limited liability company power and authority to own its properties and assets and to conduct its business as now conducted and to carry out its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(b) Qualification to do Business. Buyer is duly qualified to do business as an entity and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Buyer has the requisite company power and

authority necessary to enter into this Agreement, and at Closing will have the requisite company power and authority necessary to enter into each of the Ancillary Agreements to which Buyer is a party, and to carry out its obligations hereunder and thereunder, subject to (i) the Bankruptcy Court's entry of the Sale Order, and (ii) the termination or expiration of the waiting period under the HSR Act (if applicable), to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and those Ancillary Agreements to which Buyer is a party have been duly authorized by all necessary company action by the board of directors (or equivalent), and no other company proceedings are necessary for the performance by Buyer of its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party, or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Buyer, and at Closing each Ancillary Agreement will be duly and validly executed and delivered by Buyer, and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Seller, the Agreement is, and each of the Ancillary Agreements will be at Closing, a valid and binding obligation of Buyer enforceable against it in accordance with its terms.

(d) No Conflict or Violation. Neither the execution and delivery by Buyer of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor (subject to (x) the Bankruptcy Court's entry of the Sale Order, and (y) the termination or expiration of the waiting period under the HSR Act (if applicable)) the consummation of the transactions contemplated hereby or thereby, nor compliance by Buyer with any of the provisions hereof or thereof, will (i) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws (or equivalent documents) of Buyer, (ii) violate any provision of Law, or any Order applicable to Buyer or any of its properties or assets, or (iii) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any contract, indenture, note, bond, lease, license or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject, except as would not materially and adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement or any of the Ancillary Agreements.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (ii) as required pursuant to the HSR Act, if applicable; (iii) for entry of the Sale Order by the Bankruptcy Court; or (iv) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Adequate Assurances Regarding Assumed Contracts and Assumed Lease. Buyer is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Lease.

(g) Financial Capability. Buyer and any Buyer Acquisition Vehicle currently has or at Closing will have available funds necessary to consummate the transactions contemplated by this Agreement, including the acquisition of the Acquired Assets and assumption of the Assumed Liabilities, and the payment therefor (i) to Seller of the Purchase Price and (ii) of any Buyer's Cure Amount, and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer is a party on the terms and subject to the conditions contemplated hereby and thereby.

(h) Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Business, the Acquired Assets and the Assumed Liabilities, operations, technology, assets, liabilities, financial condition and prospects of the Business as formerly carried on by Seller and acknowledges that Seller has provided Buyer with reasonable access to the personnel, properties, premises and records of the Business for this purpose. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Bankruptcy Case. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis, and Buyer (i) acknowledges that neither Seller nor any of its Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Section 4.1 (which are subject to the limitations and restrictions contained in this Agreement); and (ii) agrees, to the fullest extent permitted by Law, that none of Seller, its Affiliates or any of their respective Related Persons shall have any liability or responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including, without limitation, in contract or tort, under federal or state securities Laws or otherwise, but excluding misrepresentation or concealment arising from actual fraud of Seller) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including, without limitation, in respect of the specific representations and warranties of Seller set forth in this Agreement, except, with regard to Seller, for the representations and warranties contained in Section 4.1 and, with respect to such representations and warranties, subject to the limitations and restrictions contained in this Agreement.

Section 4.3 Warranties Exclusive; Schedules.

(a) The representations and warranties contained in Article 4 are the only representations or warranties given by the parties to this Agreement and all other express or implied warranties are disclaimed. Without limiting the foregoing, the Acquired Assets are otherwise conveyed "AS IS", "WHERE IS" and "WITH ALL FAULTS" and all warranties of merchantability or fitness for a particular purpose are disclaimed. WITHOUT LIMITING THE FOREGOING, SELLER AND SELLER'S AFFILIATES AND THEIR RESPECTIVE RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (A) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (B) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES, (C) ANY OTHER INFORMATION OR DOCUMENTS

MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR RELATED PERSONS OR (D) THE CONDITION OF THE ACQUIRED ASSETS, INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR OTHER LAWS. SELLER AND SELLER'S AFFILIATES AND RELATED PERSONS HAVE MADE NO REPRESENTATIONS OR WARRANTIES IN ANY OTHER AGREEMENT.

(b) The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgement that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

Section 4.4 Survival of Representations and Warranties. None of the representations or warranties of Buyer or Seller set forth in this Agreement or any Ancillary Agreement to which Buyer or Seller is a party or in any certificate delivered pursuant to Section 9.1(a), Section 9.1(b), Section 9.2(a) or Section 9.2(b) shall survive the Closing (and, for the avoidance of doubt, all covenants set forth in this Agreement or any Ancillary Agreement to which Buyer or Seller is a party shall survive in accordance with their respective terms).

ARTICLE 5. COVENANTS OF THE PARTIES

Section 5.1 Covenants of Seller. Seller covenants as follows:

(a) Commercially Reasonable Efforts. Between the Effective Date and the Closing Date, Seller shall use all commercially reasonable efforts to (except as may be disclosed to Buyer) (i) obtain all necessary consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement and the Ancillary Agreements to which Seller is a party, (ii) take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) maintain the Acquired Assets substantially in accordance with Seller's current practices and procedures (as adjusted for the effects of any COVID Restrictions).

(b) Access to Properties and Documents; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access (subject to any COVID Restrictions) during normal business hours throughout the period from the Effective Date until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10) to all Documents of Seller relating to the Acquired Assets and the Assumed Liabilities. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access, taking into account any COVID Restrictions and Seller's resources and other commitments, during normal business hours, to all Acquired Assets, and to Seller's executive officers, accountants, counsel, employees and other representatives, throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 10). The rights of access contained in this Section 5.1(b) are granted subject to, and on, the following terms and conditions: (i) any such investigation shall not include physical testing or sampling and will be conducted in a reasonable manner; (ii) all information provided to Buyer or its agents or representatives by or on behalf of Seller or its agents or representatives (whether pursuant to this Section 5.1(b) or otherwise) will be governed and

protected by the Confidentiality Agreement, dated as of August 5, 2020 by and between Buyer and ROC (the “Confidentiality Agreement”); and (iii) such rights of access shall not affect or modify the conditions set forth in Article 9 in any way. Buyer shall indemnify, defend and hold harmless (i) Seller, (ii) the lessors of any Leased Real Property, and (iii) Seller’s and such lessors’ respective Affiliates and Related Persons from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys’ fees and disbursements) suffered or incurred by such Persons in connection with (A) Buyer’s or its accountants, counsel and representatives entry upon the Leased Real Property in connection with their exercise of the right of access pursuant to this Section 5.1(b), and (B) any and all other activities undertaken by Buyer or its accountants, counsel and representatives with respect to any such Leased Real Property in connection with their exercise of the right of access pursuant to this Section 5.1(b).

(c) Cure of Defaults. Seller shall, without any adjustment to the Purchase Price, as of the Closing or, in respect of any Assumed Lease or Assumed Contract for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing, then immediately following the entry of such Order, pay the applicable Seller’s Cure Amount.

(d) Operation of the Business. Except (i) as otherwise contemplated or permitted by this Agreement or the Ancillary Agreements, (ii) with the prior consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or (iii) in connection with any Order relating to the Bankruptcy Case, between the Effective Date and the Closing Date, Seller shall (A) use its commercially reasonable efforts to operate the Business in all material respects in the ordinary course consistent with current practices (after taking into account Seller’s status as a debtor-in- possession and any COVID Restrictions), (B) not enter into, materially amend or terminate any Assumed Contract or Assumed Lease outside of the ordinary course of business where such amendment or termination would have a material and adverse effect on the value of the Acquired Assets taken as a whole, (C) not remove from the Assumed Lease Real Property any Owned FF&E, other than Inventory; and (D) notify Buyer of any notices relating to or proposed changes affecting Seller’s insurance policies covering any of the Acquired Assets. Notwithstanding the foregoing, nothing in this Agreement shall restrict Seller from rejecting any (x) Contract or Lease that is not an Assumed Contract or Assumed Lease or (y) Qualifying Excluded Contracts and Leases.

Section 5.2 Covenants of Buyer. Buyer covenants as follows:

(a) Commercially Reasonable Efforts. Buyer shall use all commercially reasonable efforts to (except with Seller’s prior written consent, in Seller’s sole discretion) (i) obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Adequate Assurances Regarding Assumed Contracts and Assumed Lease. With respect to each Assumed Contract and Assumed Lease that (i) is not a Qualifying Excluded

Contract and Lease, Buyer shall provide adequate assurance of the future performance of such Assumed Contract or Assumed Lease by Buyer and (ii) is a Qualifying Excluded Contract and Lease, Buyer shall undertake reasonable efforts to provide adequate assurance of the future performance of such Assumed Contract or Assumed Lease by Buyer; provided that, for clarity the failure to provide adequate assurance shall not be a breach of this Section 5.2(b)(ii) if Buyer has undertaken reasonable efforts to provide such assurance. Buyer agrees that it will promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including, without limitation, furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer's employees and representatives available to testify before the Bankruptcy Court.

(c) Cure of Defaults. Buyer shall, without any adjustment to the Purchase Price, as of the Closing or, in respect of any Assumed Lease or Assumed Contract for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing, then immediately following the entry of such Order, cure any and all defaults under the Assumed Contracts and Assumed Lease (other than Qualifying Excluded Contracts and Leases), including paying the applicable Buyer's Cure Amount, which defaults are required to be cured under the Bankruptcy Code, so that such Assumed Contracts and Assumed Lease may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(d) Performance under Assumed Contracts and Assumed Lease. Buyer shall (i) from and after the Closing Date, assume all obligations and liabilities of Seller under the Assumed Contracts and Assumed Lease, (ii) from and after the Closing Date, take all actions necessary to satisfy its obligations and liabilities under the terms and conditions of each of the Assumed Contracts and Assumed Lease, and (iii) indemnify, defend and hold harmless Seller, Seller's Affiliates, and all of their respective Related Persons from and against any damages, losses, costs, expenses and other liabilities arising out of a breach of this Section 5.2(d) or any of Buyer's other covenants contained in this Agreement or any Ancillary Agreements to which Buyer is a party.

(e) Indemnification for Use of Real Property. Buyer shall indemnify, defend and hold harmless (i) Seller, and (ii) Seller's Affiliates and Related Persons from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by such Persons in connection with (A) Buyer's or Buyer's agents' or representatives' entry upon the Leased Real Property in connection with their exercise of the right of access pursuant to Section 5.1(b), and (B) any and all other activities undertaken by Buyer or Buyer's agents or representatives with respect to any such Leased Real Property.

(f) Released Claims. Effective as of the Closing Date, Buyer, on behalf of itself and its Affiliates and each of their respective employees, directors, officers, shareholders, and advisors, hereby covenants and agrees that it shall not (i) assert any Claims that constitute Acquired Assets to the extent such Claims have been, or are at any time thereafter, released by or on behalf of Seller or any other Person pursuant to the Plan, an Order of the Bankruptcy Court, or otherwise or (ii) pursue, prosecute or assert any rights related to any Claims against employees, officers, directors, counsel and other advisors of Seller, including by way of offset or recoupment.

Section 5.3 HSR Act.

(a) Subject to the terms and conditions of this Agreement, each of the parties will (i) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Antitrust Laws to consummate the transactions contemplated by this Agreement, (ii) if the transactions contemplated hereby require a Notification and Report Form pursuant to the HSR Act, use commercially reasonable efforts to file such Notification and Report Form with respect to the transactions contemplated by this Agreement within ten (10) Business Days following the Effective Date, supplying as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act and (iii) use commercially reasonable efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as practicable.

(b) In connection with the efforts referenced in Section 5.3(a) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under the HSR Act or any other Antitrust Law, each of the parties shall use commercially reasonable efforts to (i) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other parties informed in all material respects of any material communication received by such party from, or given by such party to, the Federal Trade Commission (the “FTC”), the Antitrust Division of the Department of Justice (the “DOJ”) or any other Government authority and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated by this Agreement and (iii) permit the other parties to review any material communication given to it by, and consult with each other in advance of any meeting or conference with, the FTC, the DOJ or any other Government authority in connection with any proceeding by a private party. The foregoing obligations in this Section 5.3(b) shall be subject to the Confidentiality Agreement with respect to the confidential information of Buyer and Seller, and any attorney-client, work product or other privilege, and each of the parties to this Agreement will coordinate and cooperate fully with the other parties to this Agreement in exchanging such information and providing such assistance as such other parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods under the HSR Act. Any competitively sensitive information that is disclosed pursuant to this Section 5.3(b) will be limited to each party’s respective counsel and economists pursuant to a separate customary confidentiality agreement.

(c) Notwithstanding anything in this Agreement to the contrary, in no event will Buyer be obligated to propose or agree to accept any undertaking or condition, to enter into any consent decree, to make any divestiture, to accept any operational restriction, or take any other action that, in the reasonable judgment of Buyer, could be expected to limit the right of Buyer to own or operate all or any portion of their respective businesses or assets. Neither Seller nor any of its Affiliates shall, without Buyer’s written consent, in Buyer’s sole discretion, discuss or commit to any divestiture transaction, or discuss or commit to alter its businesses or commercial practices in any way, or otherwise take or commit to take any action that limits Buyer’s freedom of action with respect to, or Buyer’s ability to retain any of the businesses, product lines or assets of, the Business to be acquired or otherwise receive the full benefits of this Agreement.

ARTICLE 6. ADDITIONAL AGREEMENTS

Section 6.1 Bankruptcy Matters.

(a) Backup Bidder. In the event that Buyer is designated as the “Backup Bidder” in accordance with and as defined in the Bidding Procedures Order, Buyer agrees that it will keep the Backup Bid (as defined in the Bidding Procedures Order) open and irrevocable until the earlier of 5:00 p.m. (prevailing Central Time) on the date that is sixty (60) days after the date of entry of the Bankruptcy Court’s Order approving the Alternative Transaction and the closing date of the Alternative Transaction. Notwithstanding anything to the contrary in this Agreement, Seller may also identify and enter into agreements respecting (x) a “back-up” bid relating to an Alternative Transaction, and/or (y) a liquidation sale of all or a portion of the Inventory and the other assets of Seller, in either case to become effective in the event Buyer does not perform in accordance with the terms of this Agreement.

(b) Notice to Holders of Liens, Claims and Interests. Seller has provided notice of the Sale Order to all holders of Liens, Claims and Interests in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and any other applicable Order of the Bankruptcy Court.

(c) Entry of Sale Order. Seller has filed with the Bankruptcy Court one or more motions which, collectively, seek the entry of the Sale Order. The Sale Order provides that, without limitation and notwithstanding anything to the contrary in this Agreement (including any Assumed Contract), Buyer is not liable for, and is taking the Acquired Assets free of, any Excluded Liability. Seller and Buyer shall use reasonable best efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement. In the event that any Orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Seller and Buyer will cooperate in determining and pursuing the response to any such appeal, petition or motion and Seller and Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion. For purposes of this Section 6.1(c) only, commercially reasonable efforts shall without limitation require each party to this Agreement to pay its costs and expenses reasonably required in connection with preparing and seeking entry of the Sale Order by the Bankruptcy Court and resolution of any appeal therefrom.

Section 6.2 Transition Arrangements.

(a) Transition Services Agreement. To facilitate the transactions contemplated by this Agreement, Seller and Buyer shall, as of the Closing, enter into a Transition Services Agreement in substantially the same form as attached as Exhibit 2 setting forth certain transition services that Buyer and Seller will provide to each other. Buyer is also interested in entering into a transition services agreement with the Other Buyer on mutually agreeable terms.

(b) Access Covenant. Upon reasonable request from Seller, and including without limitation as further set forth in the Transition Services Agreement, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will following the Closing Date provide to Seller, and the accountants, counsel and representatives of Seller, including any administrator of the Plan or Seller's estate, such access to the pre-closing books and records relating to the Business as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan, or otherwise. Such access will include (a) reasonable access to Buyer's personnel, information technology systems and books and records and (b) the use of office space for individuals and office support of appropriate secretaries or clerks for employees of Seller engaged in such wind-down and liquidation process. Buyer will provide such services free of any charges, fees or rents, provided that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

(c) Transitional License. Effective upon the Closing, for a period not to exceed one hundred and eighty (180) calendar days, Buyer shall grant Seller a non-exclusive, royalty-free right and license to use the Acquired Intellectual Property, including the Business Name, in connection with the wind-down and liquidation of Seller's estate and the conclusion of the Bankruptcy Case, including for purposes of administering a plan of liquidation of the Excluded Assets, reconciling claims and making distributions.

(d) Transitional Regulatory Matters. From the Effective Date until the Closing Date, Buyer and Seller shall each use reasonable best efforts to cooperate in the registration of Buyer as licensee, as of and conditional upon the Closing, under the ATF Licenses.

Section 6.3 Further Assurances. At the request and the sole expense of the requesting party, either party shall, at any time after the Closing Date, execute and deliver such documents as the other party or its counsel may reasonably request to effectuate the purposes of this Agreement.

ARTICLE 7. EMPLOYEES AND EMPLOYEE BENEFITS

Section 7.1 Transferred Employees. Within two (2) days after entry of the Sale Order, Buyer shall offer employment, effective as of the Closing, to a significant portion of the Employees. Each such offer shall include a waiver of any costs related to the termination of employment of such Employees by Seller in connection with the transactions contemplated by this Agreement (including without limitation any severance or WARN Act payments), as against Buyer, Seller and their respective Affiliates. If the Closing occurs, any such Employees who accept

any such offer no later than five (5) days after the Closing Date are referred to in this Agreement as the “Transferred Employees”.

Section 7.2 Employment Tax Reporting. With respect to Transferred Employees, Buyer and Seller shall use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment Tax reporting.

Section 7.3 Benefits. From and after the Closing (or with respect to any Transferred Employee who is on an approved leave of absence as of the Closing, from and after his or her return to work), Buyer shall, or shall cause an Affiliate of Buyer to, provide (whether under existing or newly-established Buyer compensation or benefits plans (collectively, the “Buyer Plans”)) to each Transferred Employee, and to their eligible dependents, benefits under the Buyer Plans that are no less favorable to the applicable Transferred Employee in the aggregate than the practice, plans, policies or Contracts in effect for such Transferred Employee immediately prior to the Closing. If applicable, for purposes of eligibility, vesting and the calculation of the eligibility for and amount of vacation, sick pay, severance or other benefits under the Buyer Plans providing benefits to Transferred Employees, Buyer shall credit each Transferred Employee with his or her years of service with Seller to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan; provided, however, that no such service recognition shall result in any duplication of benefits or apply to any defined benefit pension plans. In addition, to the extent it has the right to do so, Buyer shall use commercially reasonable efforts to (a) waive under any health or welfare plans maintained by Buyer for Transferred Employees any pre-existing condition limitations and eligibility waiting periods for Transferred Employees and their eligible dependents (but only to the extent such pre-existing condition limitations, eligibility waiting periods and evidence of insurability requirements were satisfied under Seller’s comparable health plans as of the Closing Date), and (b) provide that dollar amount of all eligible expenses incurred by Transferred Employees and their eligible dependents during the calendar year in which the Closing Date occurs shall be taken into account for purposes of satisfying the applicable deductibles, co-payments or out-of-pocket limitations for such calendar year under the relevant Buyer’s health or welfare plans.

Section 7.4 WARN Act. Buyer and Seller agree that:

(a) Buyer shall assume all obligations and liabilities for provision of notice or payment in lieu of notice or any applicable penalties under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) or any similar state or local law arising on account of Buyer’s acquisition of the Acquired Assets or termination of any of the Transferred Employees. Buyer will indemnify Seller and its Affiliates and their respective Related Persons against and hold each of them harmless from any and all damages incurred or suffered by Seller or any of its Affiliates or any of their respective Related Persons with respect to the WARN Act or any similar state or local Law, arising as a result of Buyer’s acquisition of the Acquired Assets or otherwise related to the Transferred Employees, that would constitute administrative and priority claims in the Bankruptcy Case. For the avoidance of doubt, Buyer does not assume obligations and liabilities for WARN Act compliance with respect to Excluded Assets or Seller’s disposition thereof.

(b) Buyer shall not, at any time prior to ninety (90) days after the Closing Date, effectuate a “plant closing” or “mass layoff” (as those terms are defined in the WARN Act) affecting the Transferred Employees without complying in full with the WARN Act.

Section 7.5 Third Party Beneficiary. No provision of this Article 7 shall:

(a) create any third party beneficiary or other rights in any Employee or former employee (including any beneficiary or dependent thereof) of Seller, Buyer or any other Person;

(b) constitute or create, or be deemed to constitute or create, an employment agreement or employee benefit plan;

(c) constitute or be deemed to constitute an amendment to any employee benefit plan sponsored or maintained by Seller or Buyer; or

(d) alter or change the employment at-will status of any Employees.

ARTICLE 8. TAXES.

Section 8.1 Taxes Related to Purchase of Assets. All recording and filing fees and all federal, state and local sales, transfer, excise, value-added or other similar Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, but excluding all income taxes and other fees based upon gain realized by Seller as a result of the sale of the Acquired Assets (collectively, “Transaction Taxes”), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and which are not exempt under Section 1146(c) of the Bankruptcy Code, shall be paid by Buyer. Buyer and Seller agree to cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement, and Seller agrees to assist Buyer reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

Section 8.2 Cooperation on Tax Matters.

(a) Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) Buyer agrees to retain possession, at its own expense, of all accounting, business, financial and Tax records and information (i) relating to the Acquired Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired Assets or the Assumed Liabilities before the Closing Date, for a period of at least six (6) years from the Closing

Date, and will give Seller notice and an opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Buyer agrees that it will provide access to Seller and its attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to those portions of books, records, documents and other information that relate solely to the Acquired Assets or the Assumed Liabilities and time periods on or prior to Closing as Seller may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y) administer or complete any cases under Chapter 11 of the Bankruptcy Code of Seller. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets or the Assumed Liabilities as they existed on or before the Closing, unless such access cannot be limited to the appropriate information, in which case, Buyer may, at its reasonable discretion, retrieve electronic data compilations of the appropriate information.

(c) If Seller receives any refund, overpayment or rebate of Taxes (including any refund, overpayment or rebate relating to any Straddle Period) that is attributable to Taxes paid by Buyer, it shall promptly, and in no case later than ten (10) Business Days after receipt thereof, pay such refund, overpayment or rebate over to Buyer net of any reasonable cost or expense incurred in connection with such refund, overpayment or rebate.

(d) Seller shall prepare and file all Income Tax Returns for any Pre-Closing Taxes, whether or not such Tax Returns are required to be filed after the Closing Date, and Seller shall timely pay all Taxes reflected on such Tax Returns. Buyer shall prepare and file, or cause to be prepared and filed (with Seller's reasonable cooperation) all Tax Returns with respect to Post-Closing Taxes. Buyer and Seller shall reasonably cooperate in the preparation of any Tax Returns described in this Section 8.2(d).

(e) Buyer and Seller will cooperate and Buyer shall use commercially reasonable efforts to cause the Buyer or any Buyer Acquisition Vehicle to be registered with the Alcohol and Tobacco Tax and Trade Bureau as a "manufacturer" for purposes of the Firearms Ammunition and Excise Tax on or before the Closing Date.

Section 8.3 Allocation of Purchase Price. Promptly (and in any event within sixty (60) days) following the Closing Date, Seller shall deliver a schedule to Buyer allocating the Purchase Price among the Acquired Assets (the "Allocation"). Seller and Buyer will cooperate to resolve any disputes regarding the Allocation and to file with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation, and the Allocation shall be reflected on any Tax Returns required to be filed as a result of the transactions contemplated by this Agreement.

ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.

Section 9.1 Conditions Precedent to Performance by Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the

conditions contained in Section 9.1(c)(i) and Section 9.1(c)(ii)) may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Section 4.2 shall be accurate in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a material adverse effect on Buyer's ability to perform its obligations hereunder, and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Good Faith Deposit and the Purchase Price in accordance with the terms of this Agreement, which obligations shall be performed in all respects), and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(c) Consents and Approvals.

(i) The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(ii) The applicable waiting period under the HSR Act, if applicable, shall have expired or terminated.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Cure of Defaults. At or prior to the Closing, any and all defaults under the Assumed Contracts and Assumed Lease (other than Qualifying Excluded Contracts and Leases) that are required to be cured under the Bankruptcy Code shall have been cured, so that such Assumed Contracts and Assumed Lease may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(f) Buyer's Deliveries. Buyer shall have delivered to Seller all of the items set forth in Section 3.3.

Section 9.2 Conditions Precedent to Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 9.2(c)(i) and Section 9.2(c)(ii)) may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. All representations and warranties made by Seller in Section 4.1 shall be accurate in all material respects on and as of the Closing Date as if again made by Seller on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(b) Performance of the Obligations of Seller. Seller shall have performed all obligations required under this Agreement to be performed by it on or before the Closing Date, other than failures of performance (i) that do not result in a Material Adverse Effect or (ii) under those obligations of Seller set forth in Section 6.2(d), and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(c) Consents and Approvals.

(i) The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(ii) The applicable waiting period under the HSR Act, if applicable shall have expired or terminated.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Seller's Deliveries. Seller shall have delivered to Buyer all of the items set forth in Section 3.2.

ARTICLE 10. TERMINATION.

Section 10.1 Conditions of Termination. This Agreement may be terminated at any time before the Closing:

(a) By mutual written consent of Seller and Buyer;

(b) By Seller, by notice to Buyer, on or after October 31, 2020 (the "Outside Date"), if the condition contained in Section 9.1(a) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(b) if Seller is then in material breach of this Agreement;

(c) By Seller, by notice to Buyer, if Seller has previously provided Buyer with written notice of Buyer's failure to perform any material covenant of Buyer contained in this Agreement and Buyer has failed within five (5) days after such notice to perform such covenant;

provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(c) if Seller is then in material breach of this Agreement;

(d) By Seller, by notice to Buyer, on or after the Outside Date, if any condition contained in Section 9.1(c) or Section 9.1(d) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(d) if Seller is then in material breach of this Agreement;

(e) By Buyer, by notice to Seller, on or after the Outside Date, if the condition contained in Section 9.2(a) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(e) if Buyer is then in material breach of this Agreement;

(f) By Buyer, by notice to Seller, if Buyer has previously provided Seller with written notice of a failure to perform any material covenant of Seller contained in this Agreement, which shall include, without limitation, Seller's obligation to deliver all of the items (other than immaterial exceptions) set forth in Section 3.2(a) through Section 3.2(d), and Seller has failed within five (5) days after such notice to perform such covenant; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(f) if Buyer is then in material breach of this Agreement;

(g) By Buyer, by notice to Seller, after the Outside Date, if any condition contained in Section 9.2(c) or Section 9.2(d) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(g) if Buyer is then in material breach of this Agreement;

(h) By Buyer, by notice to Seller, or by Seller, by notice to Buyer, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Case into a case under Chapter 7 of the Bankruptcy Code, appointing a trustee in the Bankruptcy Case, or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or the occurrence of any of the foregoing;

(i) By Seller, five (5) Business Days after notice to Buyer, if the Bankruptcy Court has not entered the Sale Order by the date that is 60 calendar days after the Petition Date; and

(j) Automatically, upon the earlier of (i) Seller consummating an Alternative Transaction, and (ii) sixty (60) days following the date upon which the Bankruptcy Court issues a Final Order approving an Alternative Transaction.

Section 10.2 Effect of Termination; Remedies.

(a) In the event of termination pursuant to Section 10.1, this Agreement shall become null and void and have no effect (other than Article 10, Article 11, and Article 12, which shall survive termination), with no liability on the part of Seller or Buyer, or their respective

Affiliates or Related Persons, with respect to this Agreement, except for (i) the liability of a party for its own expenses pursuant to Section 11.4, (ii) the obligation of Buyer under Section 6.1(a) and (iii) any liability provided for in Section 10.2(b) through Section 10.2(d), inclusive.

(b) If this Agreement is terminated pursuant to Section 10.1(a), Section 10.1(d) (other than a termination due to the condition contained in Section 9.1(c)(ii)), Section 10.1(e), Section 10.1(f), Section 10.1(g) (other than a termination due to the conditions contained in Section 9.2(c)(ii)), Section 10.1(h), Section 10.1(i), or Section 10.1(j) then the Good Faith Deposit shall, within three (3) Business Days, be returned by Seller to Buyer.

(c) If this Agreement is terminated pursuant to Section 10.1(b), Section 10.1(c), Section 10.1(d) (other than a termination due to the conditions contained in Section 9.1(c)(i) or Section 9.1(d)), or Section 10.1(g) (other than a termination due to the conditions contained in Section 9.2(c)(i) or Section 9.2(d)), then Seller may, at its sole election (i) within three (3) Business Days, retain the Good Faith Deposit, as liquidated damages (the “Break Fee”) or (ii) without limitation to Seller’s remedies under clause (i) of this Section 10.2(c) require Buyer to specifically perform under the terms of this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(d) The provisions of this Agreement are uniquely related to Seller's and its Affiliates' desire to consummate the transactions contemplated by this Agreement, and such transactions represent a unique business opportunity at a unique time for the Seller and its Affiliates. As a result, irreparable damage would occur to Seller and its Affiliates in the event that any of the obligations of Buyer under this Agreement were not performed in accordance with their specific terms. Although liquidated or other monetary damages may be available for the breach of covenants and undertakings contained in this Agreement, monetary damages would be difficult to ascertain and an inadequate remedy therefor. Accordingly, if Buyer breaches or threatens to breach any provision of this Agreement, then without limitation to Seller's rights under clause (i) of Section 10.2(c) Seller shall be entitled to an injunction or injunctions, specific performance and any and all other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement, this being in addition to any other remedies to which it is entitled at Law or equity. If Seller seeks an injunction or injunctions to prevent breaches of this Agreement or seeking to enforce specifically the terms and provisions of this Agreement, Seller shall not be required to provide, furnish or post any bond or other security in connection with or as a condition to obtaining any such Order or injunction. Buyer irrevocably waives any right it may have to require the provision, furnishing or posting of any such bond or other security. If any action or proceeding should be brought in equity to enforce the provisions of this Agreement, Buyer shall not allege, and hereby waives the defense, that there is an adequate remedy at Law.

(e) Notwithstanding anything to the contrary herein, but without limitation to the right to enforce covenants as set forth in Article 6 (if the Closing shall have occurred) (i) Seller’s entitlement to the Break Fee (to the extent provided for in this Agreement) will constitute liquidated damages (and not a penalty) and, if Seller retains such amount, then notwithstanding anything to the contrary contained herein, such Break Fee shall be the sole and exclusive remedy available to Seller and any other Person against Buyer, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including

as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Buyer, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby, and (ii) Buyer's entitlement to the reimbursement of the Good Faith Deposit (to the extent provided for in this Agreement) shall be the sole and exclusive remedy (at law, in equity or otherwise) available to Buyer and any other Person against Seller, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Seller, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby. Each party acknowledges that the agreements contained in this Section 10.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such party would not have entered into this Agreement.

ARTICLE 11. MISCELLANEOUS.

Section 11.1 Successors and Assigns. Prior to the Closing, neither Buyer nor Seller shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that if Buyer wishes, upon prior written notice to Seller, to assign its rights, obligations and liabilities hereunder no later than ten (10) days prior to the Closing Date to a Buyer Acquisition Vehicle, such prior written consent of Seller shall not unreasonably be withheld, conditioned or delayed. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

Section 11.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

Section 11.3 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS

CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.3.

Section 11.4 Expenses. Except as expressly otherwise provided herein, each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated. Buyer shall pay the cost of any surveys (without limitation to the restriction in Section 5.1(b)(i)), title insurance policies and title reports ordered by Buyer.

Section 11.5 Broker's and Finder's Fees. Each of the parties to this Agreement represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement other than as set forth on Schedule 11.5, whose fees and expenses shall, as between the parties to this Agreement, be the responsibility of the party indicated on Schedule 11.5, and, to such party's Knowledge, no other broker or other Person is entitled to any commission or broker's or finder's fee in connection with any of the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 11.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 11.7 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy

Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Sierra Bullets, L.L.C.
1400 W Henry Street
Sedalia, MO 65301
Attention: Aaron Kuehne, Secretary
Email: aaron.kuehne@sierrabullets.com

With a copy to (which copy alone shall not constitute notice):

Kane Kessler, P.C.
666 Third Avenue, 23rd Floor
New York, NY 10017
Attention: Robert L. Lawrence, Esq.
Email: rlawrence@kaneessler.com

(b) Any party may change its address for the purpose of this Section 11.7 by giving the other party written notice of its new address in the manner set forth above.

Section 11.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 11.9 Time of Essence. Time is of the essence in the performance of each and every term of this Agreement.

Section 11.10 Public Announcements. Promptly after the execution and delivery of

this Agreement, the parties shall make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Thereafter, no party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed) unless a press release or public announcement is required by Law or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing party agrees to give the nondisclosing party prior notice of, and an opportunity to comment on, the proposed disclosure. Notwithstanding anything to the contrary in this Section 11.10, Seller (a) shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and (b) may disclose this Agreement to its equityholders and lenders to the extent required by the provisions of any of Seller's bylaws, credit agreements and other pre-existing contractual obligations.

Section 11.11 Entire Agreement. This Agreement (including the Ancillary Agreements referenced herein), the Sale Order and the Confidentiality Agreement contain the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules to this Agreement and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

Section 11.12 Parties in Interest. Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns; provided that, an Other Buyer shall have the right to access certain records in accordance with Section 1.1(s). Nothing in this Agreement is intended to or shall relieve or discharge the obligations or liability of any third Persons to Seller or Buyer. This Agreement is not intended to nor shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

Section 11.13 Bulk Sales Laws. Buyer waives compliance by Seller and Seller waives compliance by Buyer, with the provisions of the "bulk sales", "bulk transfer" or similar laws of any state other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

Section 11.14 Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. As used in this Agreement, the word "including" and its derivatives means "without limitation" and its derivatives, the word "or" is not exclusive and the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

Section 11.15 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

ARTICLE 12. DEFINITIONS.

Section 12.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Alternative Transaction” means Seller consummating one or more transaction or series of transactions, whether a going concern sale, liquidation or otherwise, that involves a sale of all or substantially all of the Business or the Acquired Assets by Seller to a purchaser or purchasers other than Buyer.

“Ancillary Agreements” means, collectively, the Assignment and Assumption Agreements, Assignment and Assumption of Lease, Acquired Intellectual Property Assignments, quitclaim deeds, and other certificates, affidavits and releases delivered pursuant to Article 3.

“Antitrust Law” means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other Laws and Orders, that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

“ATF” means the United States Bureau of Alcohol, Tobacco, Firearms and Explosives.

“ATF Licenses” means all of those licenses issued by ATF as provided by the GCA and the GCA’s implementing regulations that are necessary for Buyer to conduct the Business as currently conducted.

“Avoidance Actions” means any and all claims and remedies of Seller under Sections 510 and 542 through 553 of the Bankruptcy Code or under similar state laws including, without limitation, fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code.

“Brand Name” means the trademarks listed on Schedule 12.1(a), alone and in combination with other words, graphics and designs, and all variations, derivatives, abbreviations, transliterations, and translations thereof, and including all rights throughout the world in said terms as trade names, trademarks, corporate names, business names and service marks, together with all registered and unregistered rights in the aforementioned and the goodwill associated with all of the foregoing, including without limitation the trademark and domain name registrations set forth on Schedule 1.1(k).

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in Huntsville, Alabama are authorized by Law or other governmental action to close.

“Buyer Acquisition Vehicle” means a Creditworthy entity that is wholly-owned and controlled by Sierra Bullets, L.L.C.

“Cash” means all cash and cash equivalents held by Seller, including all petty cash, register cash, undeposited checks, cash in transit and marketable securities, in each case as of immediately prior to the Closing (and including without limitation (i) the Good Faith Deposit, (ii) the Net Closing Cash Payment, (iii) any fee reserves or escrows established by Seller, and (iv) any cash in the Dominion Account (as defined in the Priority Term Loan)).

“CBA” means that certain Collective Bargaining Agreement between Remington Arms Company, LLC and International Union, United Mine Workers of America (2016-2022), as amended or otherwise modified from time to time.

“City of Huntsville Project Development Liabilities” means all liabilities arising under (i) that certain Project Development Agreement dated as of February 27, 2014, by and among the City of Huntsville, Alabama, Madison County, Alabama, The Industrial Development Board of the City of Huntsville, and Seller, as amended or otherwise modified from time to time, (ii) that certain note issued by Seller to the City of Huntsville on February 27, 2014 in the original principal amount of \$12,500,000 and (iii) that certain Mortgage and Security Agreement dated as of February 27, 2014, by Seller in favor of the City of Huntsville.

“Claims” encompasses the definition in Bankruptcy Code §101(5) and under this Agreement also includes any and all liabilities, rights, credits, defenses, allowances, rebates, choses in action, rights of recovery, set-off, causes of action, civil or criminal, any contributions received from or owed to charitable or other organizations, assertions of legal or moral responsibility, in each case known or unknown, pending or threatened, at law or in equity, direct or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or inchoate, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or unasserted actions against Seller or any of its Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, indenture, note, bond, lease, license, premium finance arrangement, purchase order, sales order or other agreement to which Seller is a party; provided that Contracts do not include any Lease or any employment or similar Contracts.

“Creditworthy” means sufficiently capitalized, to the reasonable satisfaction of Seller upon provision to Seller of substantiating documentary evidence, to be able to pay the Purchase Price.

“D&O Insurance” means the policies in effect as of the Effective Date that provides for insurance from liability for current and former directors and officers of Seller, including insurance from liabilities with respect to all claims (including, under “tail” insurance coverage, those claims brought within six (6) years from the Closing Date) arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated by this Agreement).

“DIP Facility” means any debtor-in-possession financing advanced to Seller in the Bankruptcy Case.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, surveys, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“Employee Benefit Plans” means (a) all “employee benefit plans,” as defined in Section 3(3) of ERISA, (b) all employment, consulting or other individual compensation agreements, and (c) all bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs or other plans, contracts, policies or arrangements that provide for compensation for employee benefits as to which Seller has any obligation or liability, contingent or otherwise.

“Employee Liabilities” means all liabilities of Seller to or with respect to all Employees whenever arising and liabilities of the type specified in Section 1114 of the Bankruptcy Code owing to retired employees of Seller.

“Employee Records” means all employment and benefit records (in whatever form maintained) in the possession of Seller or its agents and pertaining to any Transferred Employee, or any spouse, dependent or other beneficiary of any such Transferred Employee.

“Employees” means all individuals, as of the date of this Agreement, who are employed by Seller at the Assumed Leased Real Property (including Employees who are absent due to COVID Restrictions or vacation, family leave, short-term disability, COVID 19-related furloughs or absences or other approved leave of absence) in connection with the ownership, operation and management of the Business.

“Environmental Laws” means all applicable federal, state and local statutes, ordinances, rules, Orders, regulations and other provisions having the force of law, all judicial and administrative Orders and determinations, and all common law concerning pollution or protection of human health and the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Exit Term Loan” means that certain Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of February 21, 2020, and that certain Amendment No. 5, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“FILO Facility” means that certain First Lien Last-Out Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of October 11, 2019, that certain Amendment No. 5 dated as of February 21, 2020, and that certain Amendment No. 6, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“Final Order” means an Order, ruling or judgment of any court of competent jurisdiction that has not been reversed, stayed, modified or amended, and as to which no appeal, petition for certiorari, motion or petition for rehearing or reargument is pending, and the deadline for any such filing has expired.

“GCA” means Gun Control Act of 1968 (Chapter 44 of Title 18, United States Code § 921 et seq).

“Government” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, or any state, county or municipality thereof, including the employees or agents thereof.

“Historic Firearms Books and Records” means all historic books and records relating to the sale of firearms included in the Acquired Assets, including all records required to be kept pursuant to parts 447, 478, and, 479 of title 27, Code of Federal Regulations.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Income Tax” means any Tax based on, imposed on or measured by income, gross receipts or profits, including any interest, penalty or other addition with respect thereto.

“Income Tax Return” means any Tax Return with respect to Income Taxes.

“Intellectual Property” means throughout the world (1) all intellectual property arising from or in respect of the following: (a) all patents and applications therefore, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, (b) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names, websites, social media accounts and handles, and corporate names and general intangibles of a like nature, including the Brand Name, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (c) copyrights and registrations and applications therefore and works of authorship, and mask work rights, (d) all Software of Seller, (e) confidential information, know-how, negative know-how, research and development work product, trade secrets and inventions, and (f) all other intellectual property, (2) Seller’s rights pursuant to any Contract with Remington Licensing Corporation and (3) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of Seller’s rights or interests in intellectual property that is not an Excluded Asset and any related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Intellectual Property and collect damages therefor.

“Intercompany Note” means that certain Amended and Restated Promissory Note issued on April 18, 2019, for the principal amount of \$100,000,000, by Remington Arms Company, LLC in favor of FGI Holding Company, LLC.

“Interests” means all rights and entitlements of any nature including, without limitation, security interests, assignments of Liens or Claims, licenses, leases, contract rights, indentures, instruments, licenses, options, escheatment, abandoned property, unclaimed property, covenants, conditions, zoning, planning and any other restrictions, easements, encroachments, permits or other interests in property or limitations on the use of real property or irregularities in title, rights of first refusal, rights to injunctive or other legal relief, any attributes of ownership, rights or restrictions of any kind and nature, whenever incurred, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, matured or unmatured, legal or equitable (which Interests may also be Liens or Claims).

“Knowledge” or any other similar term or knowledge qualification means, with respect to (i) Seller, the actual conscious knowledge of either of Ken D’Arcy (President and Chief Executive Officer of ROC) or Mark Little (Vice President and Chief Financial Officer of ROC), as of the date the applicable representation or warranty is made or deemed made under this Agreement and (ii) Buyer, the actual conscious knowledge of Aaron Kuehne (Secretary and Manager of Buyer) and Zach Michelson (Director - Corporate Development of Buyer) as of the date the applicable representation or warranty is made or deemed made under this Agreement.

“Leased Real Property” means all leasehold or subleasehold estates and other rights of Seller to possess, use or occupy (or to grant others the right to possess, use or occupy) any land, buildings, structures, improvements, fixtures or other interest in real property, in each of the foregoing cases, to the extent possessed, used or occupied in connection with the Business.

“Leasehold Improvements” means all buildings, structures, improvements and fixtures that are owned by Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.

“Leases” means all leases, ground leases, subleases, licenses and other agreements, including all amendments, extensions, renewals, and other agreements with respect thereto, pursuant to which Seller has the right to possess, use, lease or occupy (or to grant others the right to possess, use or occupy) any Leased Real Property.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement, other than a lessor’s interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor’s interest in, property underlying any leases.

“Material Adverse Effect” means a state of facts, event, change or effect on the value of the Acquired Assets that results in a material and adverse effect on the value of the Acquired Assets taken as a whole, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (A) changes resulting from, or from any motion, application, pleading or Order filed relating to, the Bankruptcy Case; (B) any action of Seller taken pursuant to, or any failure of Seller to take any action prohibited by, any Order of the Bankruptcy Court, this Agreement or any of the Ancillary Agreements to which Seller is a party; (C) the public disclosure of this Agreement or any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby, (D) changes, after the Effective Date, in United States generally accepted accounting principles, (E) changes in general United States economic, monetary or financial conditions, including changes in prevailing interest rates, credit availability, and the credit markets generally, as well as changes in the commercial real estate markets in the geographic regions in which Seller operates the Business, (F) changes in the firearms, ammunition or sporting goods industries in general, (G) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war (whether or not declared) or (H) any occurrence, outbreak, escalation or worsening of, or furloughs or Government actions (including any quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or any other applicable Law, order, directive, guideline or recommendation by any Government of competent jurisdiction (collectively, “COVID Restrictions”)) instituted in response to, any epidemic, pandemic or other disease (including without limitation the COVID-19 virus).

“Owned Real Property” means all land and all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto, owned by Seller and used in the ownership, operation or management of the Business, but only to the extent set forth on Schedule

1.1(a).

“Pension Plan” means Remington Arms Company, LLC Pension and Retirement Plan, (f/k/a Remington Arms Company, Inc. Pension and Retirement Plan), as amended from time to time, whereby the Marlin Firearms Co. Employees’ Pension Plan (a/k/a Marlin Firearms Company Employees Pension Plan), as amended from time to time, was merged into the Remington Arms Company, LLC Pension and Retirement Plan.

“Permit” means any permit, license, authorization, registration or certificate obtained from any Government.

“Permitted Liens” mean: (a) Liens and Interests consisting of (i) current Taxes and assessments not yet due and payable, or Liens for Taxes that are being contested in good faith by appropriate legal proceedings and for which appropriate reserves under GAAP have been established in the Balance Sheets, (ii) all easements, rights-of-way, servitudes, covenants, conditions, restrictions, obligations and other similar matters of record affecting title to real property, (iii) statutory, common law or contractual liens of landlords, and (iv) the applicable zoning and use regulations or other Laws of any Government, in each case, that do not materially affect the current use of the underlying asset and are not violated in any material respect by the current use or occupancy of the Assumed Leased Real Property or the operation of the Business as currently conducted thereon; (b) any imperfection of title with respect to any asset that does not materially interfere with the present occupancy, use or marketability of such asset and the continuation of the present occupancy or use of such asset; (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances that are not created pursuant to mortgages or other financing or security documents, or any other state of facts, that do not materially interfere with the present occupancy or use of an asset; and (d) all terms, conditions and restrictions under any applicable Permits.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

“Plan” means a Joint Chapter 11 Plan filed by Seller with the Bankruptcy Court.

“Post-Closing Taxes” means any Taxes, other than Transaction Taxes, imposed on the Acquired Assets in respect of a taxable period (or portion thereof) beginning after the close of business on the day prior to the Closing Date.

“Pre-Closing Taxes” means any Taxes paid, payable, or that become payable, in connection with Seller or any of its Affiliates or relating to the Business, in respect of a taxable period (or portion thereof) ending as of the close of business on the day prior to Closing Date.

“Priority Term Loan” means that certain Loan and Security Agreement, dated as of April 18, 2019 (as amended by that certain Amendment No. 1, dated May 1, 2019, that certain Amendment No. 2, dated June 24, 2019, that certain Amendment No. 3, dated August 15, 2019, that certain Amendment No. 4, dated October 11, 2019, that certain Amendment No. 5, dated February 21, 2020, and that certain Amendment No. 6, dated March 27, 2020, and as it may be

further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto, Cantor Fitzgerald Securities, as administrative agent and initial collateral agent, and the lenders party thereto.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

“Retained Litigation” means all litigation and Claims arising or related to events prior to the Closing.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all Documents related to any of the foregoing.

“State of Alabama Project Development Liabilities” means all liabilities under that certain Project Agreement dated as of February 17, 2014, by and between the State of Alabama and ROC, as amended or otherwise modified from time to time.

“Straddle Period” means any taxable period beginning prior to, and ending after, the Closing Date.

“Subsidiary(ies)” means, when used with respect to any specified Person, any other Person (a) of which the specified Person or any Subsidiary thereof is a general partner, (b) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (c) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise (whether or not deferred), franchise, gross receipts, occupation, real and personal property, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same

or a similar nature, whether arising before, on or after the Closing Date; and “Tax” shall mean any one of them.

“Utah Lease” means that certain leasehold interest in the real property of the Business located at 38 N. Frontage Road, Mona, Utah, 84645 pursuant to that certain Agreement of Lease dated December 31, 2009 by and between BCR Enterprises Ltd. and Barnes Bullets, LLC, as successor in interest to BB Acquisitions Holding, LLC, as amended by that certain Amendment No. 1 to Agreement of Lease dated December 1, 2019.

Section 12.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Acquired Assets	Section 1.1
Acquired Intellectual Property	Section 1.1(k)
Acquired Intellectual Property Assignment.....	Section 3.2(d)
Affiliate.....	Section 12.1
Agreement.....	<i>Preamble</i>
Allocation.....	Section 8.3
Alternative Transaction.....	Section 12.1
Antitrust Law	Section 12.1
Assignment and Assumption Agreement.....	Section 3.2(b)
Assignment and Assumption of Lease.....	Section 3.2(c)
Assumed Business Contracts	Section 1.1(i)
Assumed Contracts	Section 1.1(i)
Assumed FF&E Leases.....	Section 1.1(e)
Assumed Leased Real Property	Section 1.1(c)
Assumed Lease	Section 1.1(b)
Assumed Liabilities	Section 1.3
Assumed Motor Vehicle Leases	Section 1.1(g)
Assumed Policies	Section 1.1(h)
Avoidance Actions.....	Section 12.1
Bankruptcy Case	<i>Recitals</i>
Bankruptcy Code	<i>Recitals</i>
Bankruptcy Court.....	<i>Recitals</i>
Bidding Procedures Order.....	<i>Recitals</i>
Brand Name	Section 12.1
Break Fee	Section 10.2(c)
Business	<i>Recitals</i>
Business Day.....	Section 12.1
Buyer.....	<i>Preamble</i>
Buyer Acquisition Vehicle.....	Section 12.1
Buyer Plans	Section 7.3
Cash.....	Section 12.1
CBA	Section 12.1

City of Huntsville Project Development Liabilities.....	Section 12.1
Claims	Section 12.1
Closing	Section 3.1
Closing Date.....	Section 3.1
Code	Section 12.1
Confidentiality Agreement.....	Section 5.1(b)
Contract.....	Section 12.1
COVID Restrictions.....	Section 12.1
Creditworthy	Section 12.1
Cure Amount.....	Section 1.5(a)
Customer Order.....	Section 1.1(l)
Documents	Section 12.1
DOJ	Section 5.3(b)
Effective Date	<i>Preamble</i>
Employee Benefit Plans	Section 12.1
Employee Liabilities	Section 12.1
Employee Records	Section 12.1
Employees.....	Section 12.1
Environmental Laws	Section 12.1
ERISA.....	Section 12.1
Excluded Assets	Section 1.2
Excluded Employee Liabilities	Section 1.3(e)
Excluded Liabilities	Section 1.4
Final Order	Section 12.1
FTC	Section 5.3(b)
Good Faith Deposit.....	Section 2.2(a)
Government.....	Section 12.1
Gross Closing Cash Payment.....	Section 2.1(a)
HSR Act.....	Section 12.1
Insurance Policies	Section 1.2(a)
Intellectual Property.....	Section 12.1
Intercompany Note.....	Section 12.1
Interests	Section 12.1
Inventory	Section 1.1(n)
Law	Section 4.1(c)
Leased FF&E	Section 1.1(e)
Leased Motor Vehicles	Section 1.1(g)
Leased Real Property	Section 12.1
Leasehold Improvements	Section 12.1
Leases.....	Section 12.1
Lien	Section 12.1
Material Adverse Effect.....	Section 12.1
Necessary Consent	Section 1.6
Net Closing Cash Payment	Section 2.2(b)
Other Agreements	Section 1.8
Other Buyer.....	Section 1.1(t)

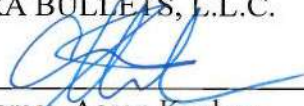
Order	Section 4.1(c)
Outside Date.....	Section 10.1(b)
Owned FF&E.....	Section 1.1(d)
Owned Motor Vehicles.....	Section 1.1(f)
Owned Real Property.....	Section 12.1
Pension Plan.....	Section 12.1
Permitted Liens.....	Section 12.1
Person.....	Section 12.1
Petition Date.....	<i>Recitals</i>
Plan	Section 12.1
Priority Term Loan	Section 12.1
Purchase Orders	Section 1.1(m)
Purchase Price.....	Section 2.1
Qualifying Excluded Contracts and Leases	Section 1.5(d)
Related Person	Section 12.1
Retained Litigation.....	Section 12.1
ROC	Preamble
Sale Hearing.....	Section 1.5(a)
Sale Order	<i>Recitals</i>
Seller	Preamble
Seller's Knowledge.....	Section 12.1
Software	Section 12.1
State of Alabama Project Development Liabilities.....	Section 12.1
Subsidiary(ies)	Section 12.1
Tax Return	Section 12.1
Taxes.....	Section 12.1
Transaction Taxes.....	Section 8.1
Transferred Employees	Section 7.1
WARN Act.....	Section 7.4(a)

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER

SIERRA BULLETS, L.L.C.

By: 
Name: Aaron Kuehne
Title: Secretary

ROC

REMINGTON OUTDOOR COMPANY, INC.

By: _____
Name:
Title:

SUBSIDIARIES OF ROC

FGI OPERATING COMPANY, LLC

By: _____
Name:
Title:

FGI HOLDING COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

FGI FINANCE INC.

By: _____
Name:
Title:

HUNTSVILLE HOLDINGS LLC

By: _____
Name:
Title:

TMRI, INC.

By: _____
Name:
Title:

REMINGTON ARMS DISTRIBUTION
COMPANY, LLC

By: _____
Name:
Title:

32E PRODUCTIONS, LLC

By: _____
Name:
Title:

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

by and among

SIERRA BULLETS, L.L.C.

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.

Dated as of September 26, 2020

These Disclosure Schedules (these “Schedules” and each a “Schedule”) are furnished pursuant to the Asset Purchase Agreement (the “Agreement”), dated as of September 26, 2020, by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to the Agreement (collectively with ROC, “Seller”), and Sierra Bullets, L.L.C. (“Buyer”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement, unless the context otherwise requires.

These Schedules are hereby incorporated in and made a part of the Agreement as if set forth in full therein and are an integral part of the Agreement. The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever (including any violation of law or breach of contract). These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties or covenants of the Seller contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. In disclosing the information in these Schedules, Seller does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. The disclosures in these Schedules are to be taken as relating to the representations and warranties as a whole, notwithstanding the fact that these Schedules are arranged by sections corresponding to the sections in the Agreement, or that a particular section of the Agreement makes reference to a specific section of the Schedules, and notwithstanding that a particular representation and warranty may not make a reference to the Schedules. Disclosure of an item on one Schedule shall be deemed disclosure on all other Schedules to the extent that the relevance of such disclosure is readily apparent from its text.

Neither the specification of any dollar amount in any representation or warranty nor the disclosure of a document or information in these Schedules is intended, or shall be construed or offered in any dispute between the parties to the Agreement as evidence of, the materiality of such dollar amount, document or information, nor does it establish any standard of materiality upon which to judge the inclusion or omission of any similar documents or information in such Schedule or any other Schedule. The headings and descriptions of the disclosures herein are for convenience of reference only and are not intended and do not alter the meaning of any provision of the Agreement or these Schedules.

Schedule 1.1(h)
Assumed Benefit Plans

1. Barnes Bullets Reference Manual

Schedule 1.1(i)
Assumed Business Contracts

Primarily Relates to	Location / Function	Contract Counter Party	Services Provided	Type	Inception Date	Expiration Date
Barnes	Barnes	BCR Enterprises Ltd	Lease agreement for the Mona, UT facility	Lease	01/01/20	12/31/29
Barnes	Sales	Norma Precision AB	International Sales Related	Contract	08/05/19	10/31/29
Barnes	Sales	Sako Ltd.	International Sales Related	Contract	07/01/14	10/31/24

Schedule 1.1(k)
Intellectual Property

1. Trademarks

See attached Trademarks list.

2. Patents

Owner	Patent Number	Description
RA Brands, LLC	16/824,840	AMMUNITION CARTRIDGE

3. Patent Applications

Owner	Application Number	Description
RA Brands, LLC	63/017,129	LOW DRAG, HIGH DENSITY CORE PROJECTILE

4. Domain Names

barnesbullets.com

5. Copyrights

None.

Schedule 1.2(r)
Excluded Assets

1. Any and all of Seller's Contracts, Leases, locations and premises that Seller uses exclusively in its operations that are not included in the Business.
2. That certain Professional Employer Agreement by and between A Plus Benefits, Inc. and BB Acquisitions Holding, LLC dated as of January 1, 2010, providing for health insurance, voluntary dental insurance, group term life insurance, voluntary life insurance, long-term disability coverage, short-term disability coverage, supplemental medical coverage, flexible spending account plan, retirement plan, flexible spending account for dependent care, and health savings account, as restated in part by that certain Multiple Employer Participation Agreement, dated as of May 5, 2016.
3. Helpside Cafeteria Plan
4. Remington Arms Company, LLC Pension and Retirement Plan
5. Remington Arms Company 401(k) Plan
6. Remington Savings and Investment Plan
7. Remington Supplemental Retirement Plan
8. Remington Outdoor Company, Inc. 2018 Equity Incentive Plan
9. Remington Arms Company, LLC Welfare Plan
10. Remington Arms Company, LLC Consumer Driven Health Plan
11. Remington Arms Company, LA plus LC Medical Preferred Provider Plan
12. Remington Arms Company, LLC Union Medical PPO Plans – Options A, B and C
13. Remington Retiree Health and Welfare Plan
14. Any and all other pension, retirement, health, or welfare plans related to the Business
15. The following U.S. Patents: 8,752,484, 8,950,333, 9,207,052, and 9,366,512
16. All Contracts that are not (i) Assumed Contracts, (ii) licenses within the scope of Acquired Intellectual Property, (iii) Purchase Orders, (iv) Customer Orders, or (v) any rights to any warranties and licenses received from manufacturers, sellers or lessors, as applicable, in connection with the Acquired Assets

Schedule 1.3(h)
Assumed Liabilities

1. None

Schedule 1.4(o)
Excluded Liabilities

1. None.

Schedule 1.5(a)
Estimated Cure Amount

Primarily Relates to	Location / Function	Contract Counter Party	Services Provided	Type	Inception Date	Expiration Date	Cure Costs ⁽¹⁾	Barnes Only AP Amount as of 09/24/20 ⁽¹⁾
Barnes	Barnes	BCR Enterprises Ltd	Lease agreement for the Mona, UT facility	Lease	01/01/20	12/31/29	N/A	N/A
Barnes	Sales	Norma Precision AB	International Sales Related	Contract	08/05/19	10/31/29	N/A	N/A
Barnes	Sales	Sako Ltd.	International Sales Related	Contract	07/01/14	10/31/24	N/A	N/A

Notes:

(1) Amounts represent what has been recorded in the accounts payable ledger as of the September 24, 2020, noting that "N/A" means the Cure Cost is \$0. These figures do not include (i) future commitments under the contracts, (ii) amounts due under development agreements, (iii) future commitments under any purchase orders and (iv) goods received and not invoiced. The Debtors are continuing to review and reconcile pre-petition liabilities and cure costs; all amounts are subject material change.

Schedule 4.1(g)
Compliance with Law

1. None

Schedule 4.1(h)
Contracts

1. None.

Schedule 4.1(i)
Material Permits

a. Environmental

<u>Site</u>	<u>Type of Permit</u>	<u>Permit/ID #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee</u>
Mona, UT	Storm Water - No exposure verification	DWQ-2018-003098	State of Utah Division of Water Quality	Barnes Bullets
Mona, UT	Waste Water Permit Application	In-process	State of Utah Division of Water Quality	Barnes Bullets LLC
Mona, UT	Air Permit (Small source exemption)	DAQE-EN157070001-17	State of Utah Department of Environmental Quality	Barnes Bullets
[Sturgis, SD	General Surface Water Discharge Permit	SDPG00020	South Dakota Department of Environment and Natural Resources	Remington Arms dba Dakota Arms]
Mona, UT	Certificate of Occupancy	776	County of Juab	Barnes Bullets

b. Special Tax Stamps and Federal Firearms Licenses

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Mona, UT	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets LLC
Mona, UT	Federal Firearms License	9-87-023-10-2D-01362	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets
Mona, UT	Federal Firearms License	9-87-023-11-3E-02484	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets

c. Import/Export

<u>Business Area</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ammunition	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202000369	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets LLC
Ammunition	Application and Permit for Importation of Firearms, Ammunition and Implements of War	201905119	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets LLC
Ammunition	Export License (Ruag Ammotec GmbH)	D1198672	U.S. Dept. of Commerce, Bureau of Industry and Security	Remington Arms Company, LLC
Ammunition	Export License (Norma Precision AB)	D1199664	U.S. Dept. of Commerce, Bureau of Industry and Security	Remington Arms Company, LLC
Ammunition	Export License (Sako Ltd)	D1197823	U.S. Dept. of Commerce, Bureau of Industry and Security	Remington Arms Company, LLC
Ammunition	Annual Import Permit	PA074380/A	Natural Resources, Canada	Barnes Bullets LLC

d. Transportation

<u>Business Area</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ammunition	Classification of Explosives	EX2018012057	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Barnes Bullets

Schedule 11.5
Brokers and Finders

1. Ducera Partners.

Schedule 12.1(a)
Brand Name

1. The information in Schedule 1.1(k)(1) is hereby incorporated by reference.

REMINGTON OUTDOOR COMPANY, INC.

Barnes Bullets, LLC - Trademark Schedule

Updated: September 25, 2020






Country	Trademark	Image	Record Owner	Status	Class	Goods	Appln. No.	Filing date	Reg. No.	Reg. Date	Renewal Due
United States	BARNES		Barnes Bullets, LLC	Registered	03 Int.	Cleaning preparations for use in cleaning firearms	85/811,775	12/28/2012	4,387,530	8/20/2013	8/20/2023
United States	BARNES		Barnes Bullets, LLC	Registered	13 Int.	Ammunition; bullets for reloading; gun cases	85/811,776	12/28/2012	4,387,531	8/20/2013	8/20/2023
United States	BARNES		Barnes Bullets, LLC	Registered	14 Int.	Paracord survival bracelets	85/811,779	12/28/2012	4,595,248	9/2/2014	9/2/2024
United States	BARNES		Barnes Bullets, LLC	Registered	16 Int.	Firearm ammunition reloading manuals	85/811,780	12/28/2012	4,387,532	8/20/2013	8/20/2023
United States	BARNES		Barnes Bullets, LLC	Registered	18 Int.	Sportsman's hunting bags	85/811,782	12/28/2012	4,487,211	2/25/2014	2/25/2024
United States	BARNES		Barnes Bullets, LLC	Registered	25 Int.	Hats, T-shirts, sweatshirts and hooded shirts	85/811,785	12/28/2012	4,387,533	8/20/2013	8/20/2023
United States	BARNES Logo		Barnes Bullets, LLC	Registered	03 Int.	Cleaning preparations for use in cleaning firearms	85/811,786	12/28/2012	4,487,212	2/25/2014	2/25/2024
United States	BARNES Logo		Barnes Bullets, LLC	Registered	13 Int.	Ammunition; bullets for reloading; gun cases	85/811,788	12/28/2012	4,483,650	2/18/2014	2/18/2024
United States	BARNES Logo		Barnes Bullets, LLC	Registered	16 Int.	Firearm ammunition reloading manuals	85/811,792	12/28/2012	4,383,686	8/13/2013	8/13/2023
United States	BARNES Logo		Barnes Bullets, LLC	Registered	18 Int.	Sportsman's hunting bags	85/811,791	12/28/2012	4,383,685	8/13/2013	8/13/2023
United States	BARNES Logo		Barnes Bullets, LLC	Registered	25 Int.	Hats, T-shirts, sweatshirts and hooded shirts	85/811,774	12/28/2012	4,380,017	8/6/2013	8/6/2023
United States	BARNES TSX		Barnes Bullets, LLC	Registered	13 Int.	Bullets	77/786,189	7/21/2009	3,982,049	6/21/2011	6/21/2021
United States	EXPANDER		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	78/730,460	10/11/2005	3,320,532	10/23/2007	10/23/2027
United States	RANGE AR		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	86/494,262	1/2/2015	4,766,198	6/30/2015	6/30/2025
United States	TAC-XPD		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	85/853,573	2/19/2013	4,503,058	3/25/2014	3/25/2024
United States	TSX		Barnes Bullets, LLC	Registered	13 Int.	Bullets	77/349,228	12/11/2007	3,753,578	3/2/2010	3/2/2030
United States	VOR-TX		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	85/010,098	4/9/2010	3,982,498	6/21/2011	6/21/2021
United States	X BULLET		Barnes Bullets, LLC	Registered	13 Int.	Bullets	74/044,793	4/2/1990	1,632,289	1/22/1991	1/22/2021
United States	VARMINT GRENADE		Barnes Bullets, LLC	Registered	13 Int.	Bullets; small arms projectiles; and ammunition	77/197,245	6/4/2007	3,421,758	5/6/2008	5/6/2028

EXHIBIT 1

(See attached Bidding Procedures Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-11

Joint Administration Requested

**ORDER ESTABLISHING BIDDING PROCEDURES RELATING
TO THE SALES OF ALL OR A PORTION OF THE DEBTORS' ASSETS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), seeking entry of this order (this “**Bidding Procedures Order**”) (i) approving the proposed bidding procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”);

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Bidding Procedures, as applicable.

(iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the procedures for the Debtors' selection of one or more stalking horse bidders (each, a "**Stalking Horse Bidder**"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the "**Auction**") if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the "**Sale Hearing**") to approve one or more Sales of the Acquired Assets; and (v) granting related relief; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections having been filed, or all objections having been resolved or overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended on July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and the provision of the Bid Protections to be determined, (ii) establish the Assumption and Assignment Procedures, (iii) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, (iv) schedule a date for the (a) Auction and (b) Sale Hearing; and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, including the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Meyer Declaration**”) and the *Declaration of Colin M. Adams in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Adams Declaration**”) are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

F. The Debtors are authorized to pay the break-up fee and expense reimbursement comprising the Bid Protections. The Bid Protections, to the extent payable under any Stalking Horse APA, (a)(x) are actual and necessary costs and expenses of preserving the Debtors' estate within the meaning of Section 503(b) of the Bankruptcy Code, and (y) shall be treated as allowed administrative claims against the Debtors' estates pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code, are commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidders, and (c) are fair, reasonable and appropriate, including in light of the size and nature of the Sale Transaction, the necessity to announce a sale transaction for the Acquired Assets, and the efforts that have been and will be expended by the Stalking Horse Bidders. The Bid Protections are a material inducement for, and condition of, each Stalking Horse Bidder's execution of the applicable Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under its Stalking Horse APA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

G. The Sale Notice and the Publication Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of Acquired Assets, including the sale of Acquired Assets free and clear of all liens, claims, and encumbrances, the Sale Transaction(s), the Bidding Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

H. The Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder(s), and no other or further notice is required.

I. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Acquired Assets and the related Cure Costs, and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.³
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

³ Notwithstanding anything to the contrary herein, the consummation of any Sale Transaction(s) is subject to entry of the Sale Order(s).

I. The Timeline for the Sale

3. The Debtors are authorized to proceed with the Sale Transaction(s) in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

4. Deadline Action

August 18, 2020 at 10:00 a.m. (prevailing Central Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
August 21, 2020	Sale Notice Mailing Date
August 21, 2020	Assumption and Assignment Service Date
September 1, 2020 at 4:00 p.m. (prevailing Central Time)	Sale Objection Deadline (defined below) excluding any objection based on identity of Stalking Horse Bidders, Successful Bidder or Backup Bidder or the form or substance of the Stalking Horse Bid, Successful Bid or Backup Bid
September 4, 2020 at 5:00 p.m. (prevailing Central Time)	Bid Deadline
September 8, 2020 at 12:00 p.m. (prevailing Central Time)	Reply Deadline (defined below)
September 8, 2020 by 4:00 p.m. (prevailing Central Time) or 14 days following service of the Supplemental Notice of Assumption and Assignment	Assumption and Assignment Objection Deadline (defined below) excluding any objection related to adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or Backup Bidder
September 17, 2020 at 10:00 a.m. (prevailing Central Time)	Auction
September 21, 2020	Post-Auction Notice
September 23, 2020 at 10:00 a.m. (prevailing Central Time)	Sale Hearing

5. For the avoidance of doubt, the Debtors reserve the right, and are authorized to, modify the above timeline and the Bidding Procedures (the “**Modifications**”) in accordance with the provisions of the Bidding Procedures; *provided, however*, that the Debtors shall consult with the Consultation Parties or, to the extent provided therein, the Bid Consultation Parties, with respect to any Modifications. The Committee’s right to request an extension of the above timeline for cause is expressly reserved.

II. The Bidding Procedures

6. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

7. The Debtors are authorized, in accordance with the Bidding Procedures, to require Diligence Parties to submit written indications of interest specifying, among other things, the Acquired Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party.

8. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the Bid Deadline shall be **September 4, 2020 at 5:00 p.m. (prevailing Central Time)**. Any disputes or objections to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (all as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing as set forth herein.

9. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **September 17, 2020 at 10:00 a.m. (prevailing Central Time)** virtually via video conferencing technology, or at such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.

10. The Prepetition Secured Creditors shall have the right, subject in all respects to the Bankruptcy Code and other applicable law and the satisfaction in cash or assumption of claims secured by senior liens, to credit bid all or any portion of their allowed secured claims pursuant to Section 363(k) of the Bankruptcy Code or other applicable law, in accordance with the applicable provisions of the Prepetition Credit Documents and any such credit bid shall be deemed a Qualified Bid subject to the Intercreditor Agreement (as defined in the D'Arcy Declaration); *provided, however,* that nothing herein or in the Bidding Procedures shall affect or in any way limit the right or ability of any party in interest, including the Committee, to object to the Prepetition Secured Creditors' right to credit bid, including the nature, amount, or scope of such credit bid, subject to the (a) applicable provisions of the Court's *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, (IV) Granting Related Relief, and (V) Scheduling A Final Hearing* Docket No. 90, including paragraph 20 and the Challenge Period (as defined therein), as the same may be modified in accordance with its terms and (b) Sale Objection Deadline (as defined below).

III. Stalking Horse Bidder and Bid Protections

11. In accordance with the Bidding Procedures, the Debtors may designate one or more Stalking Horse Bidders for the various segments of their business and may enter into an asset purchase agreement with each Stalking Horse Bidder (each, a "**Stalking Horse APA**"), subject to higher or otherwise better offers at the Auction, which establishes a minimum Qualified Bid at the Auction with respect to the assets that are the subject thereof.

12. Absent further order of the Court, the Stalking Horse APA shall (i) limit the break-up fee in favor of the Stalking Horse Bidder in the amount of no more than 3.5% of the cash consideration proposed to be paid at closing by the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Break-Up Fee**”); (ii) limit any reimbursement for the Stalking Horse Bidder’s and its attorneys’, accountants’, investment bankers’ and representatives’ documented fees and expenses actually and reasonably incurred in negotiating and documenting the Stalking Horse APA, and in preserving and protecting Stalking Horse Bidder’s rights and interests as buyer and lender in connection with the Chapter 11 Cases to an amount not to exceed 1.0% of the cash consideration proposed to be paid by at closing the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Expense Reimbursement**”); and/or (iii) set the initial overbid protection (the “**Minimum Overbid Increment**” and, together with the Break-Up Fee and the Expense Reimbursement, the “**Bid Protections**”) in amounts to be determined by the Debtors in accordance with the Bidding Procedures. In the event that the Debtors determine that the Bid Protections must exceed the amounts set forth herein, the Court shall hold a hearing on the approval of any such greater Bid Protections on an expedited basis, upon the request of the Debtors.

13. The Bid Protections, to the extent payable under the Stalking Horse APAs, shall (a) constitute an allowed administrative expense claim against the Debtors pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code. Subject to the foregoing, the Bid Protections shall be paid (i) in cash from the proceeds of any approved Sale or (ii) credited against the purchase price if, after an Auction, the Stalking Horse Bid, as enhanced at the Auction, is the Successful Bid and the Sale contemplated by the Stalking Horse APA (as enhanced at the auction) is consummated.

14. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to all parties on the Rule 2002 List, all

parties expressing an interest in the Acquired Assets and all parties holding liens on such Acquired Assets, three (3) business days' notice and an opportunity to object to the determination of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse APA, and absent objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Court. To the extent necessary, the Debtors' right to seek this Court's approval of one or more Stalking Horse Bidders, with notice and a hearing, is hereby preserved.

IV. Notice Procedures

15. The form of Sale Notice substantially in the form attached hereto as Exhibit 2 is approved.

16. Within seven (7) days after the entry of this Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Bidding Procedures Order, including the Bidding Procedures by first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon or with respect to any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to FILO Lenders; (ix) counsel to

the Stalking Horse Bidder, if any; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; and (xvii) all known creditors of the Debtors, including their contract counterparties; *provided, however*, that to the extent email addresses are available, parties referenced in this paragraph 15 may be served by email.

17. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to known interested parties.

18. The Publication Notice, substantially in the form attached hereto as Exhibit 3, is approved. The Debtors are directed to publish the Sale Notice, as modified for publication, in the *New York Times*, on one occasion on the Mailing Date or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at <https://cases.primeclerk.com/RemingtonOutdoor>.

19. Service of the Publication Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to all unknown parties.

20. The form of the Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 is approved. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file on the docket, but not serve, the Post-Auction Notice identifying any Successful Bidder(s).

V. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are approved.

22. The Notice of Assumption and Assignment, substantially in the form attached hereto as Exhibit 5 is approved.

23. On or before **August 21, 2020** (any such date, the “**Assumption and Assignment Service Date**”), the Debtors shall file with the Court, and post on the Case Website at <https://cases.primeclerk.com/RemingtonOutdoor>, the Notice of Assumption and Assignment and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List, the Debtors believe that there is no Cure Cost, as of the date of such notice. On the Assumption and Assignment Service Date, the Debtors shall serve, via first-class mail, a customized version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List, on all counterparties to the Designated Contracts. In addition, the Debtors shall serve, via first-class mail, a modified version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List on all parties on the Rule 2002 Notice List. Service of such Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a counterparty to a Designated Contract (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; and (iii) include appropriate

documentation in support thereof. All Designated Contract Objections must be filed and served on (i) counsel for the Debtors, O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com); (ii) co-counsel for the Debtors, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, Attn: Derek Meek (dmeek@burr.com) and Hanna Lahr (hlahr@burr.com); (iii) counsel for the Restructuring Committee, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Schultz (sschultz@akingump.com); (iv) counsel for the Committee, Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104, Attn: Michael A. Sweet (msweet@foxrothschild.com) and Baker Donelson Bearman Caldwell & Berkowitz, P.C., 420 20th Street North, Birmingham, Alabama 35203, Attn: Matthew Cahill (mcahill@bakerdonelson.com) and Rita Hullett (rhullett@bakerdonelson.com); (v) the Bankruptcy Administrator, 400 Well Street, Decatur, Alabama 35602, Attn: Richard Blythe (richard_blythe@alnb.uscourts.gov); (vi) counsel to the Stalking Horse Bidder, if any; (vii) counsel to the FILO Lenders, Pillsbury Winthrop Shaw Pittman LLP, Four Embarcadero Center, 22nd Floor, San Francisco, CA 94111-5998, Attn: Joshua D. Morse (joshua.morse@pillsburylaw.com) and Andrew V. Alfano (andrew.alfano@pillsburylaw.com); (viii) counsel to Whitebox Advisors LLC, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Andreas Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com); (ix) all parties that have requested notice in the Chapter 11 Cases (collectively (i)–(ix), the “**Objection Recipients**”); and (x) counsel to any Successful Bidder(s), if known on the Sale Objection Deadline no later than 4:00 p.m. (prevailing Central Time) fourteen (14) days following the

Assumption and Assignment Service Date (the “**Assumption and Assignment Objection Deadline**”).

25. If a Designated Contract Objection is not consensually resolved before the Sale Hearing, the amount to be paid or reserved with respect to such objection shall be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

26. Any time after the Assumption and Assignment Service Date and before the closing of a Sale Transaction, the Debtors reserve the right, and are authorized but not directed, to (i) supplement the Designated Contracts List with previously omitted Designated Contracts in accordance with the definitive agreement for a Sale Transaction, (ii) remove a Designated Contract from the list of contracts that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

27. In the event the Debtors exercise any of the rights listed above, the Debtors shall promptly serve the Supplemental Notice of Assumption and Assignment by electronic transmission, hand delivery, or overnight mail on the counterparty (and its attorney, if known) to each Designated Contract listed on the Supplemental Notice of Assumption and Assignment at the last known address available to the Debtors. Each Supplemental Notice of Assumption and Assignment shall set forth (i) the name and address of the counterparty to the Designated Contract listed thereon; (ii) the proposed effective date of the assignment (subject to the right of the applicable Successful Bidder, if any, to withdraw such request for assumption and assignment of that Designated Contract prior to the closing of the applicable Sale Transaction); (iii) sufficient information to identify the Designated Contract; (iv) the Cure Costs, if any; and (v) proposed

adequate assurance, if known on the Assumption and Assignment Service Date. The Debtors are authorized, but not directed, to modify the Supplemental Notice of Assumption and Assignment as necessary and appropriate to provide customized individual notice to each Designated Contract counterparty. In addition, the Debtors are authorized, but not directed, to supplement the Designated Contract List on the Case Website with any additional Designated Contracts as the Debtors deem appropriate in their discretion. Service of such Supplemental Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

28. Any objection by a counterparty to a Designated Contract listed on a Supplemental Notice of Assumption and Assignment (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Supplemental Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or the proposed Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; (iii) include appropriate documentation in support of the objection; and (iv) be filed and served on the Objection Recipients no later than fourteen (14) days from the date of service of such Supplemental Notice of Assumption and Assignment.

29. If a Supplemental Designated Contract Objection is not consensually resolved by the proposed effective date of assignment of the Designated Contract that is the subject of a Supplemental Designated Contract Objection, the Debtors shall seek an expedited hearing before

the Court (a “**Supplemental Designated Contract Hearing**”) to determine the Cure Costs, if any, and approve the assumption of the relevant Designated Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court, including by filing a certification of no objection, (a “**Supplemental Designated Contract Order**”) fixing the Cure Costs and approving the assumption of any Designated Contract listed on a Supplemental Notice of Assumption and Assignment.

30. Absent the filing of a Designated Contract Objection or Supplemental Designated Contract Objection and a subsequent order of the Court establishing an alternative Cure Cost, the Cure Costs, if any, set forth in the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and the counterparty to the Designated Contract will be deemed to have consented to the assumption, assignment, and sale of the Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Designated Contract against the Debtors or the applicable Successful Bidder, or the property of any of them, except with respect to adequate assurance of future performance by such Successful Bidder. For the avoidance of doubt, any objections to the proposed form of adequate assurance of future performance of any Successful Bidder (other than a Stalking Horse Bidder) must be raised at the Sale Hearing or Supplemental Designated Contract Hearing, as applicable, and will be resolved at the hearing at which it is raised or, in the Debtors’ discretion, adjourned to a later hearing.

31. The inclusion of a Designated Contract on the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) will not (a) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take

assignment of such Designated Contract or (b) constitute any admission or agreement of the Debtors that such Designated Contract is an “executory” contract. Only those Designated Contracts that are included on a schedule of assumed and Acquired Contracts attached to the final purchase agreement with the Successful Bidder(s) (each, an “**Acquired Contract**”) will be assumed and assigned to the Successful Bidder(s).

32. Assignment by the Debtors to the Successful Bidder of a contract, lease or any other liability assumed under Section 365 of the Bankruptcy Code or otherwise relieves the Debtors and their estates from any such liability so assigned.

VI. The Sale Hearing

33. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Acquired Assets to the Successful Bidder(s) and (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **September 23, 2020 at 10:00 a.m. (prevailing Central Time)**, and may be adjourned or rescheduled without notice, subject to paragraph 4 of this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transaction(s) and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Bankruptcy Court.

34. Any and all objections, if any, to any Sale Transaction (but excluding any objection based on the specific identity of any Stalking Horse Bidder, the form or substance of any Stalking Horse APA, the specific identity of the Successful Bidder or the Backup Bidder, or the form or substance of the Successful Bid or the Backup Bid) must be filed no later than **September 1, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”). Any and all such objections must be served on the Objection Recipients and counsel to any Successful Bidder(s), if known on the Sale Objection Deadline. All replies to such objections must be filed by **September 8, 2020 at 12:00 p.m.** (prevailing Central Time) (the “**Reply Deadline**”).

35. Any party failing to timely file an objection to any Sale Transaction will be forever barred from objecting and will be deemed to have consented to any Sale Transaction, including the transfer of the Debtors’ right, title and interest in, to, and under the Debtors’ Acquired Assets free and clear of any and all liens, claims, encumbrances and other interests in accordance with a definitive agreement for any Sale Transaction.

36. Promptly following the Auction, the Debtors shall serve the Post-Auction Notice. The Debtors propose that any objections regarding the adequate assurance of future performance of the Successful Bidder or the Backup Bidder (other than the Stalking Horse Bidder) may be raised at the Sale Hearing.

VII. Other Provisions

37. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties or the Bid Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation or Bid Consultation Parties.

38. Oneida’s rights and priority in connection with any security interests it held in any assets of the Debtors pre-petition are hereby preserved and retained by Oneida to the extent they

existed pre-petition and any such security interests shall attach to proceeds of such assets with the same priority, extent, validity, avoidability and enforceability. Nothing herein shall constitute a finding or ruling by this Court that any such security interests are valid, senior, enforceable, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited to, the Debtors and any Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such security interest.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Bidding Procedures Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

42. To the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Bidding Procedures Order shall govern.

43. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

44. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse APA, and the implementation of this Bidding Procedures Order.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

EXHIBIT 2

(See attached Transition Services Agreement)

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of this [●] day of [●], 2020, is entered into by and among Remington Outdoor Company, Inc. (“ROC”, and together with the subsidiaries of ROC set forth on the signature pages hereto, “Seller”), and Sierra Bullets, L.L.C., a Delaware limited liability company (“Buyer”, and together with Seller, the “Parties” and each a “Party”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of September [●], 2020 (as amended from time to time in accordance with its terms, the “Purchase Agreement”), pursuant to which, among other things, Buyer will purchase and assume from Seller certain assets, properties and rights and certain specified liabilities and obligations of Seller;

WHEREAS, to facilitate the transactions contemplated by the Purchase Agreement, Seller and Buyer have agreed to provide each other certain Transition Services (as defined below); and

WHEREAS, the Parties are willing to provide such respective services upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

SERVICES PROVIDED

1.1. During the Term (as defined below), Seller will provide, or cause to be provided, to Buyer those specific services as described and for up to the length of time specified on Schedule 1 to this Agreement, upon the terms and subject to the conditions set forth in this Agreement (the “Seller Transition Services”); provided that Seller may delegate all or any portion of its obligations to perform Seller Transition Services hereunder to M-III Partners, LP or its affiliates, to former employees of Seller re-engaged as contractors for the benefit of the Seller's bankruptcy estate, or other third-party firms; and provided further that Seller Transition Services shall for all purposes under this Agreement include only those services that are both (a) related to the Business and (b) not already provided to Buyer by the Transferred Employees.

1.2. During the Term, Buyer will provide, or cause to be provided, to Seller those specific services as described and for up to the length of time specified on Schedule 2 to this Agreement, upon the terms and subject to the conditions set forth in this Agreement (the “Buyer Transition Services” and, together with Seller Transition Services, the “Transition Services”).

1.3. During the Term, a Party may request that the other Party (i) provide additional Transition Services that are not currently described on Schedule 1 or Schedule 2 and/or (ii) make modifications to existing Transition Services. Seller or Buyer, as applicable, will use commercially reasonable efforts to accommodate any such reasonable requests. The requesting Party shall submit a request in writing to the other Party specifying the nature of the additional or modified Transition Services; the Parties shall negotiate as to any such applicable changes, including, without limitation, pricing, scope and term; and Schedule 1 or Schedule 2, as applicable, shall be amended to incorporate such changes that are finally agreed upon pursuant to a written instrument signed by Seller and Buyer.

ARTICLE 2

TERM AND TERMINATION

2.1. The term of this Agreement (the “Term”) will commence on the Closing Date and continue until the date that is the earlier of (i) the date that is twelve (12) months following the Closing Date and (ii) the date that Seller has wound-down, ceased operations, or has no employees or contractors capable of performing this Agreement (such date that is the earlier of (i) and (ii), the “Termination Date”).

(a) Upon transition of a Seller Transition Service to Buyer or upon Buyer’s determination, prior to the Termination Date, that it otherwise no longer requires one or more Seller Transition Services, Buyer may terminate one or more Seller Transition Service(s) (the “Seller Terminated Transition Services”) by providing thirty (30) days advance written notice thereof to ROC (or such other notice period as specified on Schedule 1 for the particular Seller Transition Service). Upon expiration of the applicable notice period, Seller’s obligation under this Agreement to provide such Seller Terminated Transition Services shall terminate, and Buyer shall no longer be obligated to make payment for such Seller Terminated Transition Services (except with respect to any amounts due and owing for any Seller Transition Service performed prior to such termination). For the avoidance of doubt, other than Seller Terminated Transition Services, all other Seller Transition Services shall continue in accordance with the terms hereof.

(b) Upon transition of a Buyer Transition Service to Seller or upon Seller’s determination, prior to the Termination Date, that it otherwise no longer requires one or more Buyer Transition Services, Seller may terminate one or more Buyer Transition Service(s) (the “Buyer Terminated Transition Services”) by providing thirty (30) days advance written notice thereof to Buyer (or such other notice period as specified on Schedule 2 for the particular Buyer Transition Service). Upon expiration of the applicable notice period, Buyer’s obligation under this Agreement to provide such Buyer Terminated Transition Services shall terminate, and Seller shall no longer be obligated to make payment for such Buyer Terminated Transition Services (except with respect to any amounts due and owing for any Buyer Transition Service performed prior to such termination). For the avoidance of doubt, other than Buyer Terminated Transition Services, all other Buyer Transition Services shall continue in accordance with the terms hereof.

2.2. This Agreement shall terminate on the Termination Date, but may be terminated earlier:

- (a) Upon the written mutual agreement of Buyer and ROC; or
- (b) By Seller or Buyer:
 - (i) if the other Party defaults in the payment when due of any invoiced amount payable pursuant to Article 3 and such default continues unremedied for fifteen (15) days after written notice of such default is delivered to the defaulting Party; or
 - (ii) if the other Party materially breaches of any of its obligations under this Agreement (other than with respect to any failure to make payments for invoiced amounts) and such breach is not cured within thirty (30) days after written notice of such breach is delivered to the breaching Party.
- (c) Notwithstanding any provision herein to the contrary, this Section 2.2, ARTICLE 3, ARTICLE 5, ARTICLE 8 and ARTICLE 10 shall survive the termination of this Agreement and no such termination shall relieve either Party for any liability arising prior to the date of such termination, including with respect to any payment obligations.

ARTICLE 3

CHARGES FOR SERVICES

3.1. Seller will provide Seller Transition Services to Buyer and Buyer will pay the fee(s) set forth for each such Seller Transition Service in Schedule 1 to this Agreement. In addition to such amount, in the event that Seller incurs reasonable and documented out-of-pocket expenses in the provision of any Seller Transition Services, Buyer shall reimburse Seller for all such out-of-pocket expenses. Seller shall invoice Buyer at the end of each month for the amounts owed in connection with Seller Transition Services and any other amounts that may be due hereunder. With respect to any amounts owed in connection with any Seller Terminated Transition Service, Buyer shall only be obligated to pay a *pro rata* portion of the applicable monthly fee for such Seller Terminated Transition Service, based on the number of days elapsed in the applicable month up to, and including, the effective termination date.

3.2. Buyer will provide Buyer Transition Services to Seller and Seller will pay the fee(s) set forth for each such Buyer Transition Services in Schedule 2 to this Agreement. In addition to such amount, in the event that Buyer or any of its Affiliates incurs reasonable and documented out-of-pocket expenses in the provision of any Buyer Transition Services, Seller shall reimburse Buyer for all such out-of-pocket expenses. Buyer shall invoice Seller at the end of each month for the amounts owed in connection with Buyer Transition Services and any other amounts that may be due hereunder. With respect to any amounts owed in connection with any Buyer Terminated Transition Service, Seller shall only be obligated to pay a *pro rata* portion of the applicable monthly fee for such Buyer Terminated Transition Service, based on the number of days elapsed in the applicable month up to, and including, the effective termination date.

3.3. Each Party acknowledges and agrees that the other Party, at its reasonable discretion, may employ third-party service providers to perform or provide any of the Transition Services or any secretarial, administrative, telephone, e-mail or other services necessary or ancillary to the Transition Services, all of which may be contracted for separately by the Party

providing such Transition Services through a third party. The Party providing such subcontracted Transition Services shall cause each such third-party service provider to comply with the terms of this Agreement as if it were an original party hereto and to provide the Transition Services or ancillary services, as applicable, in the same manner and with the same level and quality of service and degree of care as the Party responsible for providing such Transition Services is obligated to provide under this Agreement. The Party subcontracting such Transition Services shall be liable to the other Party for any breach by such third-party service provider of the terms and conditions of this Agreement. Any fees charged by such third-party service providers shall be included in the invoiced amounts sent to Buyer or Seller, as applicable.

3.4. All consideration under this Agreement is exclusive of any sales, transfer, goods or services taxes or similar gross receipts based tax (including any such taxes that are required to be withheld, but excluding all other taxes including taxes based upon or calculated by reference to income, receipts or capital) imposed against or on services and other amounts due under this Agreement (“Sales Taxes”) and such Sales Taxes will be added to the consideration payable by the Party receiving the Transition Services, where applicable. Such Sales Taxes shall be separately stated on the relevant invoice.

3.5. All amounts due to Buyer or Seller, as applicable, under this Agreement will be due and payable by wire transfer of immediately available funds within fifteen (15) calendar days of Seller’s receipt or Buyer’s receipt, respectively, of the invoice therefor. Such invoice will set forth in reasonable detail the amounts due and owing in respect of the Transition Services provided during the period since the immediately preceding invoice was submitted to the applicable Party, including fees for the Transition Services, any out-of-pocket expenses, third-party costs and any applicable Sales Taxes thereon.

3.6. In connection with the performance of the Transition Services, no Party shall have any obligation to (a) purchase, renew, upgrade, enhance or otherwise modify any computer hardware, software, or network environment currently used, (b) provide any support or maintenance services for any computer hardware, software, or network environment that has been upgraded, enhanced or otherwise materially modified such that the cost of performing, or ability to perform, such services is materially increased from the computer hardware, software, or network environment that is currently used or (c) convert from one format to another any business data for use by any Party or any other Person in connection with the Transition Services or otherwise.

ARTICLE 4

PERFORMANCE STANDARD

4.1. Buyer acknowledges that Seller is not in the business of providing Seller Transition Services (or services of a like nature) to third parties, and that Seller Transition Services are being provided to Buyer by Seller as an accommodation to facilitate the transactions contemplated by the Purchase Agreement. As such, nothing in this Agreement will require or be interpreted to require Seller or its Affiliates to provide a Seller Transition Service to Buyer beyond the scope, manner, content and quality standard of such Seller Transition Service as performed by Seller as of immediately prior to the Closing Date. Seller will perform, or cause to be performed, each Seller Transition Service in good faith, in accordance with applicable Legal Requirements and in

substantially the same manner and with substantially the same level and quality of service and degree of care as Seller provides the same or similar services to its operations during the Term.

4.2. Seller acknowledges that Buyer is not in the business of providing Buyer Transition Services (or services of a like nature) to third parties, and that Buyer Transition Services are being provided to Seller by Buyer as an accommodation to facilitate the transactions contemplated by the Purchase Agreement. As such, nothing in this Agreement will require or be interpreted to require Buyer or its Affiliates to provide a Buyer Transition Services to Seller beyond the scope, manner, content and quality standard of such Buyer Transition Services as performed by Seller or its Affiliates as of immediately prior to the Closing Date. Buyer will perform, or cause to be performed, each Buyer Transition Services in good faith, in accordance with applicable Legal Requirements, and in substantially the same manner and with substantially the same level and quality of service and degree of care as Buyer provides the same or similar services to its operations during the Term; provided, however, to the extent that Buyer is not transferred all or any of the necessary assets to perform any of the Buyer Transition Services (for any reason), and Buyer, in good faith, is unable to perform any of the Buyer Transition Services as a result thereof, then Buyer shall not be required to perform any such Buyer Transition Services. For the avoidance of doubt, this inability to perform any such Buyer Transition Service shall not constitute a breach of this Agreement.

4.3. Seller and Buyer acknowledge that any Other Buyer (as defined below) shall be a third-party beneficiary of, with rights to enforce, this Agreement.

ARTICLE 5

NO WARRANTIES; MAXIMUM LIABILITY

5.1. NONE OF SELLER, BUYER OR THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER. NONE OF SELLER, BUYER OR THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES SHALL HAVE ANY LIABILITY TO ANY OTHER PARTY HERETO, OTHER THAN IN THE CASE OF INTENTIONAL MISCONDUCT OR FRAUD ON THE PART OF SUCH PARTY WITH RESPECT TO THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER, AND IN SUCH CASE, THE MAXIMUM LIABILITY OF THE PARTIES AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES UNDER, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT AND/OR THE TRANSITION SERVICES PROVIDED BY OR ON BEHALF OF SUCH PARTY, AND THE SOLE REMEDY OF THE OTHER PARTY UNDER, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT AND/OR THE SERVICES, SHALL BE A REFUND OF THE PRICE PAID FOR THE PARTICULAR TRANSITION SERVICE OR A RE-DELIVERY (OR DELIVERY) OF SUCH TRANSITION SERVICE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, SPECULATIVE, REMOTE, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER RESULTING FROM NEGLIGENCE OF SUCH PARTY OR ITS SUBSIDIARIES OR AFFILIATES, OR OTHERWISE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, ALL TRANSITION SERVICES ARE PROVIDED ON AN "AS IS"

BASIS WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6

ACCESS RIGHTS

6.1. Buyer's Facility Access. During the Term, Buyer and its employees and representatives shall be provided reasonable access, during regular business hours and upon reasonable prior request, to, and office space within, Seller's facilities set forth on Schedule 1 for the purpose of providing Buyer Transition Services.

6.2. Seller's Facility Access. During the Term, Seller and its employees and representatives shall be provided reasonable access, during regular business hours and upon reasonable prior request, to, and office space within, Buyer's facilities set forth on Schedule 2 for the purpose of providing Seller Transition Services.

6.3. Compliance with Rules and Regulations. Each Party will instruct its personnel, agents, subcontractors, and other representatives to comply with the safety standards, security regulations and other published policies of the other Party while on the other Party's premises for purposes related to the Transition Services. Each Party shall ensure that when entering or within the other Party's premises, all such Party's personnel, agents, subcontractors, and other representatives must establish their identity to the satisfaction of security personnel and comply with all directions given by them, including directions to display any identification cards provided by such other Party.

ARTICLE 7

RELATIONSHIP MANAGEMENT

7.1. Seller and Buyer will each appoint one (1) individual to have primary responsibility and oversight for the provision of all services under this Agreement and to be each Party's primary point of contact (each, a "TSA Coordinator"). The initial TSA Coordinator on behalf of Seller will be [●]. The initial TSA Coordinator on behalf of Buyer will be [●]. Each of ROC and Buyer may replace its respective TSA Coordinator by providing written notice to the other Party in accordance with Section 10.4.

7.2. The TSA Coordinators will hold meetings, from time to time, to discuss the performance of this Agreement and seek in good faith to resolve any disputes that may arise pertaining to this Agreement.

7.3. In the event that either Seller or Buyer, in good faith, disputes any charge set forth on an invoice provided to it by the other Party (a "Dispute"), Buyer or Seller, as applicable, shall deliver a written statement to such other Party no later than five (5) calendar days prior to the date payment is due on such invoice providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid in accordance with Section

3.5. The Parties shall work in good faith to resolve all Disputes within thirty (30) days following the delivery of a written statement to either Party, and the applicable Party's obligation to pay such disputed amounts shall be tolled during the pendency of such Dispute. In the event that Buyer and Seller are unable to resolve any Dispute involving amounts that exceed One Hundred Thousand Dollars (\$100,000), in the aggregate, during such thirty (30) day period, the Parties shall submit such Dispute at the earliest possible date to mediation conducted in accordance with the Commercial Mediation Procedures of the American Arbitration Association, which shall be held in New York, New York or such other place as the Parties may mutually agree. Each Party shall bear its own costs and expenses in connection with such mediation and the Parties shall equally bear the costs of the mediation. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days or such longer period as they may mutually agree following the initial mediation session. Buyer and Seller shall continue performing the Transition Services in accordance with this Agreement during the pendency of any Dispute; provided, however, that such Transition Services shall not extend beyond the Term.

ARTICLE 8

CONFIDENTIALITY

8.1. During the Term and for a period of three (3) years thereafter, each Party shall, and shall cause its personnel, agents and subcontractors or any other Persons providing Transition Services on its behalf to, keep confidential and not make available or disclose any non-public information or material of the other Party that is or has been (a) disclosed or made available to such Persons under or in connection with this Agreement, whether orally, electronically, in writing or otherwise, including copies, or (b) learned, acquired, or generated by such Persons in connection with this Agreement (collectively, "Confidential Material"), without the prior written consent of the other Party. Each Party shall use the same degree of care, but no less than reasonable care, to protect the other Party's Confidential Material as it uses to protect its own Confidential Material of like nature. Notwithstanding the foregoing, Confidential Material may be disclosed on an as needed basis to personnel, subcontractors, agents or advisors of the receiving Party as necessary for the purpose of fulfilling the receiving Party's obligations under this Agreement; provided that (i) the receiving Party takes all reasonable steps to ensure that any such Confidential Material disclosed to any of its Affiliates, personnel, subcontractors, agents or any other Persons providing Transition Services on its behalf pursuant to this Section 8.1 is treated as confidential by such Persons and (ii) the receiving Party remains liable for any breach of this ARTICLE 8 by such Persons.

8.2. The provisions of this ARTICLE 8 shall not apply to any Confidential Material which: (a) is or becomes commonly known within the public domain other than by breach of this Agreement or by breach of another agreement; (b) is obtained from a third party who is lawfully authorized to disclose such information free from any obligation of confidentiality; (c) is independently developed without reference to any Confidential Material; (d) is disclosed or used with the prior written approval of the disclosing Party; or (e) is disclosed by the receiving Party in response to a legal mandate (e.g., a subpoena or court order), after the receiving Party promptly notifies the disclosing Party (to the extent permitted by applicable law) and provides a reasonable opportunity to oppose such mandate (to the extent permitted by applicable law).

ARTICLE 9

SYSTEM ACCESS

9.1. If a Party is given access to the other Party's computer systems or software (collectively, the "Systems") in connection with the Transition Services, the Party given access shall, and shall cause its personnel, agents and subcontractors to, comply with all of the other Party's commercially reasonable system security policies, procedures and requirements that have been provided to it in writing (collectively, "Security Policies"), and not tamper with, compromise or circumvent any security or audit measures employed by such other Party. The Party given access shall, and shall cause its personnel, agents and subcontractors to, access and use only those Systems of the other Party for which it has been granted the right to access and use.

9.2. Each Party is responsible for performing commercially reasonable checks on its personnel, agents, subcontractors or any other Persons providing Transition Services on its behalf, before granting such Persons access to use the other Party's Systems.

9.3. Each Party shall use commercially reasonable efforts to ensure that only those of its personnel, agents, or subcontractors who are specifically authorized to have access to the Systems of the other Party gain such access, and prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including notifying its personnel, agents, or subcontractors of the restrictions set forth in this Agreement and of the Security Policies.

9.4. If, at any time, a Party given access to the other Party's Systems determines that any of its personnel, agents, or subcontractors has sought to circumvent, or has circumvented, the Security Policies, gained unauthorized access, or has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or software of the other Party, the Party given access shall promptly terminate any such Person's access to the Systems and immediately notify the other Party. The Parties shall use commercially reasonable efforts to cooperate with each other in investigating any apparent unauthorized access to the other Party's Systems.

ARTICLE 10

MISCELLANEOUS

10.1. Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. The rights and obligations under this Agreement may not be assigned by either Party without the prior written consent of the other Party which shall not be unreasonably withheld, conditioned or delayed; provided, however, that (a) either Party may assign its rights and obligations hereunder without such consent to a Subsidiary or Affiliate of such Party and (b) Seller shall have the right to assign its rights and obligations hereunder pursuant to the last sentence of this Section 10.1. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assigns of the Parties and the name of a Party appearing herein will be deemed to include the names of such Party's successors and permitted assigns to the extent

necessary to carry out the intent of this Agreement. Notwithstanding anything to the contrary herein, in the event that Seller sells, assigns or conveys a significant part of those of its assets that are not purchased and assumed by Buyer, including in connection with the Bankruptcy Case or otherwise, to one Person or a group of affiliated Persons (other than to Buyer) (an “Other Buyer”), then Seller (i) shall require the Other Buyer to assume all obligations and liabilities of Seller related to the relevant Transition Services being provided by Seller under this Agreement as if the Other Buyer was an original party to this Agreement and (ii) may, without the consent of Buyer, freely assign this Agreement in whole and all of its rights under this Agreement, to the Other Buyer and, with respect to each applicable Transition Service under this Agreement, the term “Seller” shall be deemed to include the Other Buyer to the extent that the Other Buyer is an obligee of such applicable Transition Service.

10.2. Relationship between the Parties. Each Party’s relationship with the other hereunder shall be solely that of an independent contractor, and there is no agency, joint venture, partnership, or any other relationship between the Parties. Each Party shall be solely responsible for all salary, employment, payroll and other benefits of and liabilities owed to, and compliance with immigration and visa laws and requirements in respect of, its personnel assigned to perform services. In performing their respective duties hereunder, all personnel engaged in providing Transition Services shall be under the direction, control and supervision of the providing Party; and the providing Party shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such personnel. The employees of the providing Party engaged in providing Transition Services to the receiving Party shall not, by virtue thereof, become employees of the receiving Party.

10.3. Data Ownership. Financial and accounting data newly created pursuant to a Transition Service provided hereunder and on behalf of the Party receiving such Transition Service shall be owned by such receiving Party. The Parties hereby acknowledge and agree that, as between the Parties, any and all intellectual property and other properties and assets owned or licensed by any Party hereunder shall remain at all times the sole and exclusive property and assets of such Party; provided that nothing herein shall create, grant or imply to any Party providing Transition Services any licenses under any trademark, patent or copyright or any other intellectual property right in respect of any intellectual property of the Party receiving Transition Services or its Affiliates. No Party or any of its Affiliates will otherwise gain, by virtue of this Agreement, any rights of ownership or use for any patents, copyrights, trade secrets, trademarks or any other intellectual property rights owned by the other Party or its Affiliates.

10.4. Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the Party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the Party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John-Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Sierra Bullets, L.L.C.
1400 W Henry Street
Sedalia, MO 65301
Attention: Aaron Kuehne, Secretary
Email: aaron.kuehne@sierrabullets.com

With a copy to (which copy alone shall not constitute notice):

Kane Kessler, P.C.
666 Third Avenue, 23rd Floor
New York, NY 10017
Attention: Robert L. Lawrence, Esq.
Email: rlawrence@kanekessler.com

(b) Any Party may change its address for the purpose of this Section 10.4 by giving the other Party written notice of its new address in the manner set forth above

10.5. Cooperation. The Parties will reasonably cooperate with each other in all matters relating to the provision and receipt of Transition Services hereunder and to mitigate problems should they arise. Either Party may substitute any of their controlled Affiliates to provide a service; provided, in each case, any additional cost to the receiving Party for a service caused by, relating to or arising out of any such substitution shall be borne by the providing Party for that service and, the performance and quality of the services provided by such controlled Affiliate shall ultimately be the responsibility of the original Party to this Agreement. To the extent that any service is provided or received by an controlled Affiliate of a Party, such Party shall cause (and be liable for) its respective controlled Affiliates to comply with the terms and conditions of this Agreement relating to the provision and receipt of services, and the performance and quality thereof, including

providing necessary information and documentation, as if such controlled Affiliate or successor were a “Party” under this Agreement.

10.6. Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

10.7. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.7.

10.8. Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

10.9. Schedules. All Schedules to this Agreement are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

10.10. Severability. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

10.11. Amendments; Waiver. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

10.12. Force Majeure. No Party shall be responsible for failure to perform its respective obligations hereunder during the pendency of a force majeure which shall include, but not be limited to: fires; floods; riots; strikes; labor disputes; freight embargoes or transportation delays (not caused by such Party); inability or delay attributable to acts of third parties to secure fuel, material, supplies, equipment, or power at reasonable prices or on account of shortages thereof; acts of God or of the public enemy; any existing or future laws, rules, regulations, or acts of any federal, state, or local government (including specifically, but not exclusively, any orders, rules, or regulations issued by any official or agency of any such government, including those relating to any declared pandemic) that would prohibit under applicable law, or otherwise render impossible, performance hereunder; or any other cause beyond the reasonable control of a Party. The Party claiming that its failure to perform is caused by force majeure shall give written notice to the Party receiving the affected Transition Services as soon as reasonably practicable, stating the date and the anticipated impact of such event. During the pendency of such force majeure, the Party whose performance is prevented shall use commercially reasonable efforts to fulfill its obligations hereunder by other means, shall perform all other obligations under this Agreement that are not subject to a force majeure and, in any event, shall upon termination of such force majeure, promptly cure the failure to perform as soon as possible. If performance has not been cured within ten (10) days, the other Party may arrange for such performance from a third party (and deduct any reasonable out-of-pocket costs payable to the third party in connection therewith from the amounts due hereunder for the applicable affected services) or terminate this Agreement with respect to the affected Transition Service(s).

10.13. Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

SELLER:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

FGI OPERATING COMPANY, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

FGI HOLDING COMPANY, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

BARNES BULLETS, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

REMINGTON ARMS COMPANY, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

RA BRANDS, L.L.C.

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

OUTDOOR SERVICES, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

FGI FINANCE INC.

By: _____

Name: Ken D'Arcy

Title: Chief Executive Officer

HUNTSVILLE HOLDINGS LLC

By: _____

Name: Ken D'Arcy

Title: Chief Executive Officer

TMRI, INC.

By: _____

Name: Ken D'Arcy

Title: Chief Executive Officer

**REMINGTON ARMS DISTRIBUTION
COMPANY, LLC**

By: _____

Name: Ken D'Arcy

Title: Chief Executive Officer

32E PRODUCTIONS, LLC

By: _____

Name: Ken D'Arcy

Title: Chief Executive Officer

GREAT OUTDOORS HOLDCO, LLC

By: _____

Name: Ken D'Arcy

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

BUYER:

SIERRA BULLETS, L.L.C.

By: _____

Name: Aaron Kuehne

Title: Secretary

SCHEDULE 1

Seller Transition Services

(See Attached)

Seller Transition Services

<u>Services</u>	<u>Projected Fee for Service</u>
Financial Services <ul style="list-style-type: none"> • Financial Reporting and Accounting • Accounts Payable Services • Payroll and Payroll Tax Services 	At cost
IT Services <ul style="list-style-type: none"> • Email Services • Telecommunication Services <ul style="list-style-type: none"> ○ Telephone Services ○ Voice Mail • Computer Services <ul style="list-style-type: none"> ○ EDI ○ ERP/Financial Systems ○ Warehouse Management Systems ○ Ecommerce Systems • Hosting/Backup/Storage Services (maintain system and file storage; access to cloud-based storage and shared drives) <ul style="list-style-type: none"> ○ Server-based storage ○ On-site user support for computers • Data Security • Data Migration Services • Support and Maintenance 	At cost

Wi-Fi and Wired Network Connectivity	At cost
Firewall/VPN Capability	At cost
The benefit of all third-party contracts associated with the above-listed services or as otherwise listed on <u>Exhibit A</u> attached (collectively, the “TSA Contracts”) during the Term, until the earlier of (i) Buyer’s termination of the Services related to the TSA Contracts or (ii) Seller’s termination of the applicable TSA Contract.	At cost

Transition Services Agreement

Exhibit A

Category	Location / Function	Contract Counter Party	Services Provided
Corporate	HR	SAP Success Factors	Premium Content Management (PCM)
Corporate	IT	Ameri100	S/4HANA and HCM Suite Products
Corporate	IT	CISCO SmartNet (via SHI)	Cisco Equipment Maintenance
Corporate	IT	DPSI	Scanner Maint.
Corporate	IT	Paymetric	Credit Card Tokenization
Corporate	IT	Elavon	Payment Processing Solutions
Corporate	IT	SEI	HP / EMC Maint.
Corporate	IT	Windstream	Global WAN
Corporate	IT	Panaya	Testing Automation
Corporate	IT	AT&T	IP Flex at Madison
Corporate	IT	DPSI	Printer Maint.
Corporate	IT	Microsoft EA & SCE	Microsoft Licensing; excludes subscription
Corporate	IT	ERP Maestro	SAP SOD
Corporate	IT	Sunview Software	Change Gear
Corporate	IT	NetBrain	Network Monitoring Tool
Corporate	IT	SAP / SuccessFactors	SAP S4/HANA and SF Licensing
Corporate	IT	SAP C4C	SAP C4C Licensing
Corporate	IT	Segra	Data Center Hosting
Corporate	IT	Darktrace	Network Packet AI
Corporate	Marketing	Zmags Corp	Digital Catalog Software
Corporate	Marketing	MODX System	Website Hosting
Corporate	Marketing	NRA Publications	ROC print and digital advertising
Corporate	Marketing	Oracle/Bronto	Email Distribution Software
Corporate	Marketing	Widen Enterprise	Asset Management Software
Corporate	Marketing	Magento/Adobe	Ecommerce Software
Corporate	Licensing	Velocity	Rebate Processor

SCHEDULE 2

Buyer Transition Services

Access Covenant. Upon reasonable request from Seller, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will following the Closing Date provide to Seller, and the accountants, counsel and representatives of Seller, including any administrator of the Plan or Seller's estate, such access to the pre-closing books and records relating to the Business as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan, or otherwise. Such access will include (a) reasonable access to Buyer's personnel, information technology systems and books and records and (b) the use of office space for individuals and office support of appropriate secretaries or clerks for employees of Seller engaged in such wind-down and liquidation process. Buyer will provide such services free of any charges, fees or rents, provided that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

Transitional License. Effective upon the Closing, for a period not to exceed one hundred and eighty (180) calendar days, Buyer shall grant Seller a non-exclusive, royalty-free, non-transferrable, non-extendable right and license to use the Brand Name in connection with the firearms business, solely in connection with the wind-down and liquidation of Seller's estate and the conclusion of the Bankruptcy Case, including for purposes of administering a plan of liquidation of the Excluded Assets, reconciling claims and making distributions.

EXHIBIT 3

(See attached Proposed Sale Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-CRJ11

Joint Administration Requested

**ORDER APPROVING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE
AND CLEAR OF ALL CLAIMS, LIENS, AND INTERESTS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases seeking entry of this order (this “**Sale Order**”) (a) authorizing the sale of the Acquired Assets (as defined in the Asset Purchase Agreement (as defined below)) free and clear of all Interests (as defined below), pursuant to that certain Asset Purchase Agreement, dated as of September [___], 2020, attached hereto as Exhibit A (the “**Asset Purchase Agreement**”), by and among the Debtors and Sierra Bullets, L.L.C. (the “**Buyer**”), and all other transaction documents related thereto; (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases; and (c) granting the related relief contemplated therein; and the Court having found that (i) the Court has

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Asset Purchase Agreement, as applicable.

jurisdiction over this matter; (ii) venue is proper in this District; (iii) this is a core proceeding; (iv) the notice of the Motion and the Sale Hearing (as defined below) was sufficient under the circumstances; and (v) there is good cause to waive the stay of Bankruptcy Rule 6004(h); and based on the statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a hearing before this Court on September 29 [and 30], 2020 (the “**Sale Hearing**”); and it appearing that no other notice need be given; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Jurisdiction, Core Proceeding, Statutory Predicates, and Venue.** This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984 as amended July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Bankruptcy Code Sections 105, 363, and 365 and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Just Cause.** The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Sale Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. **Notice.** The notice of the Motion, the Sale Hearing, the Asset Purchase Agreement, the transactions contemplated therein or in connection therewith and corresponding transactions documents (the “**Transactions**”), and the proposed entry of this Sale Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. A

reasonable opportunity to object or be heard regarding the relief granted by this Sale Order has been afforded to those parties entitled to notice pursuant to the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Sale Hearing, or this Sale Order is necessary or required.

D. Actual written notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing, the Auction, the Sale Hearing, the Assumption and Assignment Procedures, the proposed Cure Costs, the Sale and all Transactions, and all deadlines related thereto has been given to all interested persons and entities, including, without limitation: (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to the FILO Lenders; (ix) counsel to the Stalking Horse Bidder; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; (xvii) all counterparties to the Designated Contracts; and (xviii) all known creditors of the Debtors, including their contract counterparties. The foregoing constitutes proper, timely, adequate, and

sufficient notice under the particular circumstances of these Chapter 11 Cases, and no further notice need be provided.

E. The Publication Notice was published in the *New York Times* on August 24, 2020. Such Publication Notice was compliant with the Bidding Procedures Order, and was sufficient and proper notice to any other interested parties, including those whose identities are unknown to the Debtors.

F. **Extensive Efforts by Debtors.** Since before the commencement of the Chapter 11 Cases, the Debtors worked with their counsel and financial advisors to implement a viable transaction that would allow them to maximize the value of the Acquired Assets. The Sale Transaction that is the subject of this Sale Order is the result of the Debtors' extensive efforts seeking to maximize recoveries to the Debtors' estates for the benefit of the Debtors' creditors.

G. **Business Justification.** The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) authorize the sale of the Acquired Assets free and clear of Interests other than Permitted Liens (as defined in the Asset Purchase Agreement) and Assumed Liabilities (as defined in the Asset Purchase Agreement); (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases; and (iii) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Sale Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

H. **Bidding Procedures Order.** The Bidding Procedures Order [Docket No. 411] was entered by the Court on August 20, 2020, which, among other things (i) approved the Bidding Procedures; (ii) established the Assumption and Assignment Procedures; (iii) approved the form

and manner of notice with respect to all procedures, protections, schedules, and agreements described in the Motion and attached thereto; and (iv) scheduled a date for the Auction and Sale Hearing. The Bidding Procedures provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Acquired Assets.

I. **Auction; Successful Bidder.** The sale process was properly conducted by the Debtors in accordance with the Bidding Procedures Order and in a manner designed to result in the highest or otherwise best offer for the Acquired Assets. At the Auction, the Debtors agreed in a reasonable exercise of their business judgment, in consultation with their management, the Restructuring Committee, advisors and the Bid Consultation Parties, to enter into and consummate Asset Purchase Agreement with the Buyer. At the conclusion of the Auction, the Buyer was determined to be the Successful Bidder.

J. **Asset Purchase Agreement.** The consummation of the Transactions contemplated by the Asset Purchase Agreement, the Motion, and this Sale Order is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and all of the applicable requirements of such sections and rules have been complied with in respect of such transactions.

K. **Sale Hearing.** The Sale Hearing occurred on September 29 [and 30], 2020 in accordance with the Bidding Procedures Order.

L. **Adequate Marketing; Highest or Otherwise Best Offer.** As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, including the *Declaration of Ken D'Arcy in Support of Chapter 11 Petitions and First Day Pleadings of Remington Outdoor Company, Inc. and Its Affiliated Debtors and Debtors-Possession* [Docket No. 6 and the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion*

and Bidding Procedures Motion [Docket No. 355]; and (ii) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, (a) the Debtors have adequately marketed the Acquired Assets and conducted a sale process in a non-collusive, fair and good faith manner in compliance with the Bidding Procedures Order; (b) the process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any interested party to make the highest or otherwise best offer to purchase the Acquired Assets and assume the Assumed Liabilities; (c) the consideration provided by the Buyer in the Asset Purchase Agreement constitutes the highest or otherwise best offer to purchase the Acquired Assets and assume the Assumed Liabilities; (d) the consideration provided by the Buyer in the Asset Purchase Agreement provides fair and reasonable consideration for the Acquired Assets and the assumption of the Assumed Liabilities and constitutes reasonably equivalent value, fair value and reasonable market value under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, the District of Columbia, or other applicable law; (e) the Sale will provide a greater recovery for the Debtors' creditors with respect to the Acquired Assets than would be provided by any other practically available alternative; (f) taking into consideration all relevant factors and circumstances, and after taking account of the Bid Protections, no other entity has offered to purchase the Acquired Assets for greater economic value to the Debtors or their estates; and (g) the Debtors' determination that the Asset Purchase Agreement constitutes the highest or otherwise best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

M. **No Successor Liability.** Neither the Buyer nor any of its affiliates, officers, directors, shareholders, members, partners, principals or any of their respective representatives, successors, or assigns is an "insider or "affiliate" of the Debtors, as those terms are defined in the

Bankruptcy Code, and no common identity of incorporators, directors, or stockholders existed or exists between the Buyer and the Debtors. The transfer of the Acquired Assets to and the assumption of the Assumed Liabilities by the Buyer, except as otherwise set forth in the Asset Purchase Agreement, does not, and will not, subject the Buyer to any liability whatsoever, with respect to the operation of the Debtors' businesses prior to the closing of the Sale or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee, or vicarious liability. Pursuant to the Asset Purchase Agreement, the Buyer is not purchasing all of the Debtors' assets in that the Buyer is not purchasing any of the Excluded Assets or assuming the Excluded Liabilities, and the Buyer is not holding itself out to the public as an *alter ego* or a continuation of the Debtors. The Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors. There is no substantial continuity between the Buyer and the Debtors, and there is no continuity of enterprise between the Debtors and the Buyer. The Buyer is not a mere continuation of the Debtors or the Debtors' estates, and the Buyer does not constitute a successor to the Debtors or the Debtors' estates. None of the Transactions, including, without limitation, the Sale or the assumption and assignment of the Assigned Contracts, is being undertaken for the purpose of escaping liability for any of the Debtors' debts or hindering, delaying, or defrauding creditors under the Bankruptcy Code or for any other purpose that would give rise to statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing.

N. **Acquired Assets Property of the Estate.** The Acquired Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

O. **Sale in Best Interest/Fiduciary Duties.** The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Asset Purchase Agreement and sell the Acquired Assets and such actions are appropriate under the circumstances of these Chapter 11 Cases, are in the best interests of the Debtors, their estates and creditors, and other parties in interest, and represent a reasonable exercise of business judgment by the Debtors and the Restructuring Committee and their fulfillment of their fiduciary duties under applicable law. Approval of the Asset Purchase Agreement, the Sale, and the Transactions at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest. Unless the sale is concluded expeditiously, the recoveries of all of the Debtors' estates and constituencies are likely to be adversely affected.

P. **Not a *Sub Rosa* Plan.** The consummation of the Sale outside of a plan of reorganization pursuant to the Asset Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors. The Asset Purchase Agreement, the Sale and the transactions contemplated therein and associated therewith do not constitute an impermissible *sub rosa* Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

Q. **Arm's-Length Sale.** The Asset Purchase Agreement, the Sale, and the Transactions were negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors, their insiders and affiliates, nor the Buyer have engaged in any conduct that would cause or permit the

Asset Purchase Agreement, the Sale, or any part of the transactions thereby to be avoided under Bankruptcy Code Section 363(n).

R. **Good Faith Buyer.** The Buyer is a good faith purchaser under Bankruptcy Code Section 363(m) and, as such, is entitled to all of the protections afforded thereby. Specifically: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (ii) the Buyer complied in all respects with the provisions of the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bid procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Buyer in connection with the Sale have been disclosed; (v) no common identity of directors, officers or controlling stockholders exists among the Buyer and the Debtors; (vi) the negotiations and execution of the Asset Purchase Agreement was at arm's-length and in good faith, and at all times each of the Buyer and the Debtors were represented by competent counsel of their choosing; (vii) the Buyer did not in any way induce or cause the Chapter 11 filing of the Debtors; and (viii) the Buyer has not acted in a collusive manner with any person. The Buyer will be acting in good faith within the meaning of Bankruptcy Code Section 363(m) in closing the transactions contemplated by the Asset Purchase Agreement.

S. **Corporate Authority.** Each Debtor (i) has full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the Sale of the Acquired Assets has been duly and validly authorized by all necessary corporate actions of each of the Debtors; (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement; (iii) has taken all corporate action necessary to authorize and approve the Asset Purchase Agreement and the consummation by the Debtors of the transactions contemplated thereby; and (iv) needs no consents or approvals, other

than those expressly provided for in the Asset Purchase Agreement, which may be waived in accordance with the terms therewith.

T. Free and Clear Findings Required by the Buyer. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction, thus adversely affecting the Debtors, their estates, and their creditors, if the Sale of the Acquired Assets to the Buyer and the assumption and assignment of Acquired Contracts, were not, pursuant to Bankruptcy Code Section 363(f), free and clear (except for Permitted Liens and Assumed Liabilities) of (i) all liens (statutory or otherwise), claims, mortgages, deeds of trust, pledges, charges, security interests, rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, right of use or possession, licenses, indentures, instruments, conditional sale arrangements, (ii) all claims as defined in Bankruptcy Code Section 101(5), including all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person prior to the Closing, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the above-captioned cases, and whether imposed by agreement, understanding, law, equity or otherwise, and (iii) all debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected,

allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise (excluding Permitted Liens and Assumed Liabilities, (i), (ii), and (iii) collectively, the “**Interests**”). Except as expressly provided in the Asset Purchase Agreement, the Sale shall be free and clear of, and the Buyer shall not be responsible for, any Interests, including, without limitation, in respect of the following: (i) any rights or Interests based on any successor or transferee liability, (ii) any Interests that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or termination of the Debtors’ or the Buyer’s interest in the Acquired Assets, or any similar rights; (iii) any labor or employment agreements; (iv) mortgages, deeds of trust, and security interests; (v) intercompany loans and receivables between the Debtors and any non-Debtor subsidiary; (vi) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee, worker’s compensation, occupational disease, or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget

Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and of any similar state law (collectively, “**COBRA**”), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (viii) any bulk sales or similar law; (ix) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (xii) any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract that will be assumed and assigned pursuant to this Sale Order and the Asset Purchase Agreement; (xiii) any other Excluded Liabilities as provided in the Asset Purchase Agreement. A sale of the Acquired Assets other than one free and clear of all Interests would yield substantially less value for the Debtors’ estates, with less certainty, than the Sale as contemplated. Therefore, the Sale contemplated by the Asset Purchase Agreement and approved herein free and clear of all Interests, except for Permitted Liens and Assumed Liabilities, is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

U. **Valid and Binding Transfer.** The transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective transfer of the Acquired Assets and, except for the Permitted Liens and Assumed Liabilities, will vest the Buyer with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Interests and any liabilities of the Debtors.

V. **Satisfaction of Section 363(f) Standards.** The transfer of the Acquired Assets to the Buyer under the Asset Purchase Agreement shall be a legal, valid, and effective transfer of all the legal, equitable, and beneficial right, title and interest in and to the Acquired Assets free and clear of all Interests, other than the Assumed Liabilities and Permitted Liens. The Debtors may

sell the Acquired Assets free and clear of all Interests, except for the Permitted Liens and the Assumed Liabilities, because, in each case, one or more of the standards set forth in Bankruptcy Code Section 363(f)(1) through (5) has been satisfied, with all such Liens and Interests to attach to the proceeds of the Sale Transaction to be received by the Debtors with the same validity, force, priority and effect that they had as against the Acquired Assets, and any claims and defenses the Debtors and their estates may possess with respect thereto. Those holders of Interests, and non-debtor parties to the Assigned Contracts who did not object, or who withdrew their objections, to the Motion are, without limitation, deemed to have consented pursuant to Bankruptcy Code Section 363(f)(2). In all cases, each such person with Interests in the Acquired Assets is enjoined from taking any action against the Buyer, the Buyer's affiliates, or any agent of the foregoing to recover any such Interest.

W. Necessity of Order. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction without all of the relief provided for in this Sale Order (including, but not limited to, that the transfer of the Acquired Assets to the Buyer be free and clear of all Interests (other than Permitted Liens and the Assumed Liabilities)). The consummation of the Sale Transaction pursuant to this Sale Order and the Asset Purchase Agreement is necessary for the Debtors to maximize the value of their estates for the benefit of all creditors and other parties in interest.

X. Time of the Essence. The sale of the Acquired Assets must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale, and the Debtors and the Buyer intend to close the Sale as soon as reasonably practicable.

Y. **Assigned Contracts.** The Debtors have demonstrated that it is their sound business judgment to sell, assume, and assign the “Assumed Contracts” and “Assumed Leases” (as such terms are defined in the Asset Purchase Agreement), including, without limitation, the unexpired leases and executory contracts designated on Schedule 1.1(j) of the Asset Purchase Agreement (or in the case of the Backup Bid, Schedule 1.1(h) of the Backup Bid Agreement (as defined below)) (collectively, the “**Assigned Contracts**” and, individually, an “**Assigned Contract**”) to the Buyer in connection with the consummation of the Sale, and the assumption and assignment of the Assigned Contracts is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts being assigned to the Buyer are an integral part of the Acquired Assets being purchased by the Buyer, and, accordingly, such assumption and assignment of the Assigned Contracts and the liabilities associated therewith are reasonable and enhance the value of the Debtors’ estates. No section of any Assigned Contract that purports to prohibit, restrict, impose any penalty or fee on, or condition the use, consideration, or assignment of any such Assigned Contract in connection with the Transactions shall have any force or effect.

Z. **Cure and Adequate Assurance.** Through Buyer’s commitment to pay the Buyer’s Cure Amount related to the Assigned Contracts and upon the payment of the Buyer’s Cure Amount by the Buyer and the Seller’s Cure Amount, if any, pursuant to the terms of the Asset Purchase Agreement, the Debtors and the Buyer, as applicable, have cured or otherwise have demonstrated their ability to cure any default with respect to any act or omission that occurred prior to the Closing (as defined in the Asset Purchase Agreement) under any of the Assigned Contracts, within the meaning of Bankruptcy Code Section 365(b)(1)(A). The proposed Cure Costs or any other cure amount reached by agreement after any objection by a counterparty to an Assigned Contract (an “**Assigned Contract Objection**”) or otherwise are deemed the amounts necessary to “cure” all

“defaults,” each within the meaning of Bankruptcy Code Section 365(b), under such Assigned Contracts. The Buyer’s promise to perform the obligations under the Assigned Contracts shall constitute adequate assurance of its future performance of and under the Assigned Contracts, within the meaning of Bankruptcy Code Sections 365(b)(1) and 365(f)(2). Subject to the Bidding Procedures Order, all counterparties to the Assigned Contracts who did not file an Assigned Contract Objection or an objection to the assumption and assignment of the Assigned Contracts prior to the Sale Hearing, are deemed to consent to the assumption by the Debtors of their respective Assigned Contract and the assignment thereof to the Buyer. The filed objections of all counterparties to the Assigned Contracts that were heard at the Sale Hearing (to the extent not withdrawn or adjourned), were considered by the Court, and are overruled on the merits with prejudice. The Court finds that, with respect to all such Assigned Contracts, the payment of the proposed Cure Costs by the Buyer or the Seller, as applicable, in accordance with the terms of the Asset Purchase Agreement is appropriate and is deemed to fully satisfy the Debtors’ obligations under Bankruptcy Code Section 365(b). Accordingly, and without limitation of the Buyer’s right under Sections 1.5(a) of the Asset Purchase Agreement, all of the requirements of Bankruptcy Code Section 365(b) have been satisfied for the assumption and the assignment by the Debtors to the Buyer of each of the Assigned Contracts. To the extent any Assigned Contract is not an executory contract within the meaning of Bankruptcy Code Section 365, it shall be transferred to the Buyer in accordance with the terms of this Sale Order that are applicable to the Acquired Assets.

AA. Unenforceability of Anti-Assignment Provisions. Any provisions in any Assigned Contract that restrict, limit, prohibit or condition the assumption, assignment, and sale of the Assigned Contracts or that allow the counterparty so such Assigned Contract to terminate,

recapture, impose any penalty or fee, accelerate, increase any rate, condition on renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, should be deemed and found to be unenforceable anti-assignment provisions that are void and of no force and effect within the meaning of Bankruptcy Code Section 365(f).

BB. Objections are Overruled. All objections to the relief requested in the Motion that have not been withdrawn, waived, adjourned or settled as announced to the Court at the Sale Hearing or by stipulations filed with the Court are overruled except as otherwise set forth herein.

CC. Final Order. This Sale Order constitutes a final order within the meaning of 20 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and expressly directs entry of judgment as set forth herein.

DD. Best Interest. Entry of this Sale Order is in the best interests of the Debtors, the Debtors' estates, their creditors, and other parties in interest.

EE. Findings and Conclusions. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted and the relief requested therein with respect to the Sale is granted and approved in its entirety, as set forth herein.

2. Any objections to the entry of this Sale Order or to the relief granted herein or the relief requested in the Motion, including any objections to the proposed Cure Costs or the

assumption and assignment of any Assigned Contracts, that have not been adjourned, withdrawn, waived, or settled, or not otherwise addressed or resolved pursuant to the terms hereof, if any, hereby are denied and overruled on the merits with prejudice.

Approval of the Sale of the Acquired Assets

3. The Debtors are authorized to enter into the Asset Purchase Agreement (and all ancillary documents) and all the terms and conditions thereof, and all of the Transactions contemplated therein are approved in all respects. The transfer of the Acquired Assets by the Debtors to the Buyer shall be a legal, valid and effective transfer of the Acquired Assets.

4. Pursuant to Bankruptcy Code Section 363(b), the sale of the Acquired Assets to the Buyer free and clear of all Interests (other than the Permitted Liens and the Assumed Liabilities), and the transactions contemplated thereby is approved in all respects.

Sale and Transfer of the Acquired Assets

5. Pursuant to Bankruptcy Code Sections 105, 363, and 365, the Debtors are authorized to (a) take any and all actions necessary or appropriate to perform their obligations under, and comply with the terms of, the Asset Purchase Agreement and consummate the Sale and the Transactions pursuant to, and in accordance with, the terms and conditions of the Asset Purchase Agreement and this Sale Order, including, without limitation (i) executing, acknowledging, and delivering such deeds, assignments, conveyances and other assurances, documents, and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and conferring to the Buyer, or reducing to possession, any or all of the Acquired Assets and (ii) entering into the Ancillary Agreements, any transition services or operations support agreements with the Buyer and any other agreements related to implementing the Transactions and (b) take any and all further actions as may be necessary or appropriate to the performance of their obligations as contemplated by the Asset Purchase Agreement or this Sale

Order. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any reasonable expenses or costs that are required to be paid to consummate the Transactions or perform their obligations under the Asset Purchase Agreement.

6. Following the Closing, the Debtors or the Buyer and/or their respective designees are authorized to execute and file a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all obligations, liabilities, and Interests in the Acquired Assets of any kind or nature whatsoever (other than the Permitted Liens and Assumed Liabilities). Upon the Closing and the Debtors' receipt of the Purchase Price, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtors' interests in the Acquired Assets and a bill of sale transferring good and marketable title in the Acquired Assets to the Buyer free and clear of all Interests, except for the Permitted Liens and Assumed Liabilities. Each and every federal, state, and local governmental agency, quasi-agency, or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions.

7. Except for the Permitted Liens, Assumed Liabilities or as expressly provided in the Asset Purchase Agreement, pursuant to Bankruptcy Code Sections 105(a) and 363(f), upon the Closing and the Debtors' receipt of the Purchase Price, the Acquired Assets shall be transferred to the Buyer as required under the Asset Purchase Agreement, and such transfer shall be free and clear of all Interests of any person, including, without limitation, all such Interests specifically enumerated in this Sale Order, whether arising by agreement, by statute, or otherwise and whether occurring or arising before, on, or after the Petition Date, whether known or unknown, occurring, or arising prior to such transfer, with all such Interests to attach to the proceeds of the Sale

ultimately attributable to the property against or in which the holder of an Interest claims or may claim an Interest, in the order of their priority, with the same validity, force, and effect which they now have, subject to any claims and defenses the Debtors may possess with respect thereto.

8. The transfer of the Acquired Assets to the Buyer pursuant to the Asset Purchase Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Interests of any kind or nature whatsoever, except for the Permitted Liens and Assumed Liabilities, with all such Interests to attach to the proceeds of the Sale ultimately attributable to the property against or in which the holder of an Interest claims or may claim an Interest, in the order of their priority, with the same validity, force, and effect which they now have, subject to any claims and defenses the Debtors may possess with respect thereto.

9. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to the Buyer in accordance with the Asset Purchase Agreement and this Sale Order; *provided* that the foregoing restriction shall not prevent any party from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order, or from enforcing its rights under Bankruptcy Code Section 365 or relieve the Buyer of any Assumed Liability.

10. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, contract counterparties and other creditors, holding liens, claims encumbrances, and other interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any taxes or successor or transferee liability, against or in a Debtor or

the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets or the operation of the Acquired Assets before the Closing, or the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts, are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its respective successors and assigns, its respective property and the Acquired Assets, such persons' or entities' liens, claims, encumbrances, or other Interests, including, without limitation, rights or claims based on any taxes or successor or transferee liability, *provided* that nothing herein shall impair or otherwise affect any right under Bankruptcy Code Section 365 of a lease or contract counterparty to an Assigned Contract under its respective Assigned Contract(s), or relieve the Buyer of any Assumed Liability.

11. Upon the Closing, each of the Debtors' creditors and any other holder of an Interest is authorized and directed, without cost to the Debtors, to execute such documents and take all other actions as may be necessary to release its Interest in the Acquired Assets, if any, as such Interest may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing an Interest in the Debtors or the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests, which the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then the Buyer and its designees are authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Debtors or the Acquired Assets and to file, register, or otherwise record a

certified copy of this Sale Order, which shall constitute conclusive evidence of the release of all Interests of any kind or nature whatsoever in the Debtors or the Acquired Assets (other than the Permitted Liens and Assumed Liabilities). Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement, including, without limitation, recordation of this Sale Order.

12. Upon the Closing and the Debtors' receipt of the Purchase Price, all entities that are currently, or on the Closing may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Buyer, unless the Buyer otherwise agrees.

13. This Sale Order is self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order.

14. To the maximum extent permitted by applicable non-bankruptcy law, (a) the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval (collectively, the "**Permits**") of the Debtors with respect to and included in the Acquired Assets, and (b) all Permits that are included in the Acquired Assets are deemed to have been, and hereby are directed to be, transferred to the Buyer as of the Closing Date. Nothing in this Sale Order, and nothing in the foregoing sentence, authorizes the transfer or assignment of any governmental Permit or the discontinuation of any obligation thereunder without compliance with all applicable legal requirements and approvals under police or regulatory law. To the extent any Permit cannot be transferred to the Buyer in accordance with this paragraph, the Buyer, with such assistance from the Debtors as is required under the Asset Purchase

Agreement, will work promptly and diligently to apply for and secure all necessary government approvals for the transfer or new issuance of the Permit(s) to the Buyer, and the Debtors shall maintain the Permits to the extent required under and subject to the terms of the Asset Purchase Agreement. For the avoidance of doubt, while nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, limits, waives, precludes, or enjoins the enforcement of any police or regulatory authority of a governmental unit, Buyer shall be entitled to operate under each state Permit currently held by or on behalf of the Debtors in relation to the Acquired Assets until such time as each such Permit is transferred to the Buyer and/or an equivalent Permit is issued to the Buyer.

15. To the extent provided by Bankruptcy Code Section 525, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the transactions contemplated by the Asset Purchase Agreement and this Sale Order.

Implementation of the Sale

16. On Closing, the Buyer shall (a) pay the Purchase Price to the Debtors; (b) pay the Cure Costs as more fully described in paragraph 30 of this Sale Order and the Asset Purchase Agreement; (c) assume the Assumed Liabilities; and (d) perform any other obligations required to be performed by Buyer on the Closing. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement, including, without limitation, recordation of this Sale Order.

17. Within three (3) business days of the Debtors' receipt of the Net Sale Proceeds (as defined in the *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, and (IV) Granting Related Relief* [Docket No. 410] (as it may be modified from time to time, the "**Cash Collateral Order**") from the sale of the Acquired Assets, the Debtors shall pay the Net Sale Proceeds of the Acquired Assets to the Priority Term Loan Agent, for the account of the Priority Term Loan Secured Creditors, to the extent required under and in accordance with the terms of the Cash Collateral Order or such other order of the Court. Upon the Priority Term Loan Agent's timely receipt of such payment, (a) the Priority Term Loan Obligations shall be paid and satisfied to the extent of the payment and (b) all liens and security interests against the Acquired Assets securing the Priority Term Loan Obligations shall be automatically released and discharged without further action by any person. Upon the payment in full in cash of the Priority Term Loan Obligations and the occurrence of the Challenge Period Termination Date (as defined in the Cash Collateral Order), (w) the Debtors shall have no further indebtedness, liabilities or obligations owing under the Priority Term Loan Credit Agreement or the other "Financing Agreements" (as defined in the Priority Term Loan Agreement, the "**Priority Term Loan Documents**"), (x) other than any provisions thereof that survive pursuant to the terms thereof, the Priority Term Loan Credit Agreement and all other Priority Term Loan Documents (including, without limitation, any mortgages, guaranties and security agreements) and all of the Debtors' obligations thereunder shall terminate and be of no further force and effect, (y) all liens and security interests against the property and assets of the Debtors securing the Priority Term Loan Obligations shall be automatically fully released and discharged without further action by any person, and (z) each

deposit account control agreement in respect of or other sweeps or blocks of any Debtor's deposit accounts or lockboxes in favor of any of the Priority Term Loan Secured Parties shall terminate.

18. The Debtors shall pay the Net Sale Proceeds from the sale of the Acquired Assets to the FILO Agent, for the account of the FILO Term Loan Secured Creditors, to the extent required under and in accordance with the terms of the Cash Collateral Order or such other order of the Court. For the avoidance of doubt, any further payment to the FILO Agent shall be subject to orders previously entered by this Court and any further orders of this Court or provided under the Debtors' Chapter 11 plan.

19. All parties in interest in these Chapter 11 Cases expressly reserve their rights with respect to any allocation of the Purchase Price or value among the purchased Acquired Assets, and any allocation of the Purchase Price or value among the purchased Acquired Assets as determined by the Buyer shall not be determinative or binding on any party in interest in these Chapter 11 Cases except as ordered by the Court after notice and a hearing.

No Successor Liability

20. Other than as expressly set forth in the Asset Purchase Agreement, the Buyer shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Interests, including under any theory of successor or transferee liability, *de facto* merger or continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, including without limitation, with respect to any of the following: (i) any foreign, federal, state, or local revenue law, pension law, ERISA, COBRA, tax law, labor law, employment law, the WARN Act, antitrust law, CERCLA, and any other environmental, health and safety laws, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules or regulations); (ii)

under any products liability law, rule, regulation, or doctrine with respect to the Debtors' liability under such law, rule, regulation, or doctrine, or under any product warranty liability law or doctrine; (iii) under any unfair trade practices law, rule, regulation or doctrine with respect to the Debtors' liability under such law, rule, regulation or doctrine, or under any unfair trade practices liability law or doctrine; (iv) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which the Debtors are a party; (v) any welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (vi) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967, (g) the Americans with Disabilities Act of 1990, or (h) COBRA; (vii) any liabilities, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period; (viii) any environmental liabilities, debts, claims fines, penalties, or obligations arising from conditions, facts or circumstances first existing or occurring on or prior to the Closing (including, without limitation, the presence of or exposure to chemical, hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis and at any time, including, without limitation, any liabilities, debts, claims, fines, penalties or obligations arising under CERCLA, or any other environmental, health, and safety laws; (viii) any liabilities, debts, claims, fines, penalties, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period; (ix) any liabilities, debts, claims, fines, penalties, or

obligations of or required to be paid by the Debtors under any labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations); (x) any bulk sale law; and (xi) any litigation. The Buyer shall have no liability or obligation under the WARN Act simply by virtue of its purchase of assets from the Debtors.

21. The Buyer has given substantial consideration under the Asset Purchase Agreement, which consideration shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Buyer and which shall be deemed to have been given in favor of the Buyer by all holders of Interests and liabilities (except for Permitted Liens and the Assumed Liabilities) in or against the Debtors, or the Acquired Assets. Without limiting the Buyer's obligation to pay and satisfy the Assumed Liabilities, upon consummation of the Sale, the Buyer shall not be deemed to (a) be the successor to the Debtors or their estates, (b) have, *de facto* or otherwise, merged with or into the Debtors, or (c) be a mere continuation, alter ego or substantial continuation of the Debtors under any theory of law or equity as a result of any action taken in connection with the Asset Purchase Agreement or any of the transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Acquired Assets.

22. Effective upon the Closing, except with respect to Assumed Liabilities and Permitted Liens, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer or its assets (including the Acquired Assets) with respect to any (a) Claim or Lien or (b) successor or transferee liability, including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching,

collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or Claim; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, or failing or refusing to renew any License, permit, or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with such assets.

Good Faith

23. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Buyer without collusion and in good faith, as that term is used in Bankruptcy Code Section 363(m), and, accordingly, the reversal or modification on appeal of the authorization provided in this Sale Order to consummate the Sale and the Transactions shall not affect the validity of the transactions (including the assumption and assignment of any of the Assigned Contracts). The Buyer is a purchaser in good faith of the Acquired Assets and is entitled to all the protections afforded by Bankruptcy Code Section 363(m).

24. As a good faith purchaser of the Acquired Assets, the Buyer has not entered into an agreement with any other potential bidders at the Auction, and has not colluded with any of the other bidders, potential bidders or any other parties interested in the Acquired Assets, and, therefore, neither the Debtors nor any successor in interest to the Debtors' estates shall be entitled to bring an action against the Buyer, and the Sale may not be avoided pursuant to Section 363(n) of the Bankruptcy Code.

25. The consideration provided by the Buyer for the Acquired Assets under the Asset Purchase Agreement constitutes reasonably equivalent value, fair value, reasonable market value

and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. The Sale may not be avoided under Bankruptcy Code Section 363(n). The Asset Purchase Agreement was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or for any other purpose that would give rise to statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing. Neither the Debtors nor the Buyer have entered into the Asset Purchase Agreement or any agreement contemplated thereby or are consummating the Sale with any fraudulent or otherwise improper purpose, including, without limitation, to evade any pension liabilities. No other person or entity or group of persons or entities has offered to purchase the Acquired Assets for an amount that would provide greater value to the Debtors and their estates than the value provided by the Buyer. The Court's approval of the Motion and the Asset Purchase Agreement are in the best interests of the Debtors, the Debtors' estates, their creditors, and all other parties in interest.

26. The Buyer is not an "insider" as that term is defined in Section 101(31) of the Bankruptcy Code.

Assumption and Assignment of Assigned Contracts; Assumed Liabilities

27. Pursuant to Bankruptcy Code Sections 105(a), 363, and 365, the Bidding Procedures Order, and subject to and conditioned upon the Closing of the Sale, the Debtors' sale, assumption and assignment to the Buyer of the Assigned Contracts is approved, and the requirements of Bankruptcy Code Section 365(b)(1) with respect thereto are deemed satisfied.

28. The Debtors are authorized in accordance with Bankruptcy Code Sections 105(a) and 365 to (i) assume and assign to the Buyer, effective as of the Closing and at such other times as may be specified in accordance with the terms and conditions of the Asset Purchase Agreement, as provided by, and in accordance with, the Bidding Procedures Order and the Asset Purchase Agreement, the Assigned Contracts free and clear of all Interests of any kind or nature whatsoever, other than the Permitted Liens and Assumed Liabilities, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer reasonably deems necessary to assign and transfer the Assigned Contracts to the Buyer.

29. The Assigned Contracts shall be transferred and assigned to, pursuant to the Bidding Procedures Order and the Asset Purchase Agreement, and thereafter remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in any such Assigned Contract (including, but not limited to, those of the type described in Bankruptcy Code Sections 365(b)(2), (e)(1), and (f)) that prohibits, restricts, or conditions such assignment or transfer. The Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption and assignment to the Buyer. The Debtors may assign each Assigned Contract in accordance with Bankruptcy Code Sections 363 and 365, and any provisions in any Assigned Contracts that prohibit or condition the assignment of such Assigned Contracts or terminate, recapture, impose any penalty, condition, renewal, or extension, or modify any term or condition upon the assignment of such Assigned Contracts, constitute unenforceable anti-assignment provisions which are void and of no force and effect. All other requirements and conditions under Bankruptcy Code Sections 363 and 365 for the assumption by the Debtors and assignment to the Buyer of each Assigned Contract have been satisfied.

30. All defaults and all other obligations or liabilities under any Assigned Contract occurring, arising, or accruing prior to the date of the assignment or transfer to the Buyer shall be deemed cured or satisfied upon payment by the Buyer and/or the Debtors (in each case in accordance with Section 1.5 of the Asset Purchase Agreement) of the proposed Cure Cost, as set forth in the Notice of Assumption and Assignment, any Supplemental Notice of Assumption and Assignment, or any other cure amount reached by agreement after an Assigned Contract Objection or otherwise, and, without limiting the foregoing, no effect shall be given to any default of the type set forth in Bankruptcy Code Section 365(b)(2), or the type of default concerning an unexpired lease of real property described in Bankruptcy Code Section 365(b)(1) whether or not such Assigned Contract is an executory contract within the meaning of Bankruptcy Code Section 365.

31. Each non-Debtor counterparty to the Assigned Contracts shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors, the Buyer, or their respective property (including the Acquired Assets) any fee, acceleration, default, breach, Claim (including any counterclaim, defense, or setoff capable of being asserted against the Debtors), pecuniary loss, or condition to assignment existing, arising, or accruing as of the Closing Date, or arising by reason of the Closing, including any breach related to or arising out of any change-in-control provision in such Assigned Contracts, or any purported written or oral modification to the Assigned Contracts, and (b) asserting against the Buyer (or its property, including the Acquired Assets) any Claim or Lien, counterclaim, breach, condition or setoff asserted or capable of being asserted against the Debtors existing as of the Closing Date or arising by reason of the Closing except for the Assumed Liabilities and Permitted Liens.

32. The Cure Costs amounts listed on the Notice of Assumption and Assignment, any Supplemental Notice of Assumption and Assignment, or any other cure amount reached by

agreement after an Assigned Contract Objection or otherwise, reflect the sole amounts necessary under Bankruptcy Code Section 365(b) to cure all monetary defaults under the Assigned Contracts, and no other amounts are or shall be due to the non-debtor parties in connection with the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts. Notwithstanding anything to the contrary herein, if the Cure Costs for an Assigned Contract is determined to be greater than the proposed Cure Costs asserted in the Notice of Assumption and Assignment or Supplemental Notice of Assumption and Assignment, the Buyer may decide, in its discretion, not to assume that Assigned Contract. Notwithstanding anything to the contrary herein, in each case in accordance with Bidding Procedures Order and the terms and conditions of the Asset Purchase Agreement, the Buyer may decide (i) not to assume one or more unexpired leases and executory contracts designated on Schedule 1.1(i) of the Asset Purchase Agreement (or in the case of the Backup Bid, Schedule 1.1(h) of the Backup Bid Agreement), and (ii) to supplement Schedule 1.1(i) of the Asset Purchase Agreement (or in the case of the Backup Bid, Schedule 1.1(h) of the Backup Bid Agreement) by including any previously omitted unexpired lease or executory contract.

33. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Assigned Contracts.

34. Notwithstanding anything in the Asset Purchase Agreement or this Sale Order to the contrary and for the avoidance of doubt, the Acquired Assets shall not include any of the Excluded Assets as set forth in Section 1.2 of the Asset Purchase Agreement.

35. The Buyer shall be responsible for the satisfaction of the Assumed Liabilities under the Asset Purchase Agreement, including without limitation the Buyer's Cure Amount arising

under the Assigned Contracts. Except as provided in the Asset Purchase Agreement or this Sale Order, after the Closing, the Debtors and their estates shall have no further liability or obligations with respect to any Assumed Liability, including those arising under the Assigned Contracts, and all holders of such claims are forever barred and estopped from asserting any claims under any Assumed Liability (including those arising under the Assigned Contracts) against the Debtors, their successors or assigns, and their estates.

Backup Bidder

36. Barnes Acquisition LLC is hereby approved as the Backup Bidder and pursuant to Bankruptcy Code Sections 105, 363, and 365, the Asset Purchase Agreement attached hereto as Exhibit B (the “**Backup Bid Agreement**”) submitted by Barnes Acquisition LLC (the “**Backup Bidder**”), the sale of the Acquired Assets and consummation of the Sale to the Backup Bidder are hereby approved as the Backup Bid. The Backup Bid on the terms set forth in the Backup Bid Agreement is hereby approved and authorized as a Backup Bid and shall remain open as a Backup Bid pursuant to the terms of the Bidding Procedures Order and the bid terms submitted at the Auction. In the event that the Successful Bidder cannot or refuses to consummate the Sale because of a breach or failure on the part of the Successful Bidder, the Backup Bidder will be deemed the new Successful Bidder and the Debtors shall be authorized, but not directed, to close, and take all actions necessary to close, with the Backup Bidder on the Backup Bid without further order of the Court, and in such case the findings and other provisions of this Sale Order shall apply to the Backup Bidder and the Backup Bid Agreement to the same extent they do with respect to the Buyer and the Asset Purchase Agreement.

Other Provisions

37. Nothing in this Sale Order or in the Asset Purchase Agreement entered into pursuant to this Sale Order releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory authority of a governmental unit.

38. This Sale Order and the Asset Purchase Agreement shall be binding in all respects upon all known and unknown creditors of, and holders of equity security interests in, any Debtor, including any holders of Interests, all counterparties to the Assigned Contracts, all counterparties to contracts that are not assumed or assigned, all successors and assigns of the Buyer, each Debtor and their affiliates and subsidiaries, the Acquired Assets, and any trustees appointed in the Chapter 11 Cases or upon a conversion to cases under Chapter 7 of the Bankruptcy Code, and this Sale Order shall not be subject to amendment or modification and the Asset Purchase Agreement shall not be subject to rejection. Nothing contained in any Chapter 11 plan confirmed in any Debtor's bankruptcy case, any order confirming any such Chapter 11 plan, or any other order in the Chapter 11 Cases shall alter, conflict with, or derogate from, the provisions of the Asset Purchase Agreement or this Sale Order.

39. To the extent applicable, the automatic stay pursuant to Section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court (a) to allow the Buyer to give the Debtors any notice provided for in the Asset Purchase Agreement, and (b) to allow the Buyer to take any and all actions permitted by the Asset Purchase Agreement.

40. No bulk sales law or similar law shall apply in any way to the transactions contemplated by the Sale, the Asset Purchase Agreement, the Motion, and this Sale Order.

41. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, including, but not limited to, retaining jurisdiction to (i) enforce the terms of the Asset Purchase Agreement; (ii) compel delivery of the Acquired Assets to the Buyer; (iii) interpret, implement, and enforce the provisions of this Sale Order; (iii) protect the Buyer, any of the Buyer's affiliates, or any agent of the foregoing, against any Interests against the Debtors or the Acquired Assets of any kind or nature whatsoever, except for the Permitted Liens and Assumed Liabilities, and (iv) enter any order under Bankruptcy Code Sections 363 and 365.

42. No brokers were involved in consummation of the Sale, and no brokers' commissions are due to any person in connection with the Sale; *provided, however*, that this provision does not impact any transaction or other fees due to investment bankers or financial advisors employed (a) by the Debtors, including, but not limited to Ducera Partners LLC, or certain of their creditors for which the Debtors may be obligated to pay in accordance with an engagement letter with such professional(s), or (b) by the Buyers.

43. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

44. The failure to specifically include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

45. The Asset Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, *provided* that the Debtors shall provide the Bid Consultation Parties with three (3) business days' notice thereof and *provided* further that any such modification, amendment, or supplement does not, based on the Debtors' judgment, have a material adverse effect on the Debtors' estates.

46. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall not be stayed for fourteen (14) days after its entry and shall be effective immediately upon entry, and the Debtors and the Buyer are authorized to close the transaction immediately upon entry of this Sale Order. Time is of the essence in closing the transactions referenced herein, and the Debtors and the Buyer intend to close the transactions as soon as practicable. This Sale Order is a final, appealable order and the period in which an appeal must be filed shall commence upon the entry of this Sale Order.

47. The provisions of the Asset Purchase Agreement and this Sale Order may be specifically enforced in accordance with the Asset Purchase Agreement notwithstanding the appointment of any Chapter 7 or Chapter 11 trustee after the Closing.

48. Headings utilized in this Sale Order are for convenience of reference only, and do not constitute a part of this Sale Order for any other purpose.

49. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

50. The provisions of this Sale Order are non-severable and mutually dependent.

51. All issues raised by Oracle America, Inc. ("**Oracle**") in *Oracle's Limited Objection and Reservation of Rights Regarding (a) Debtors' Motion for (a) an Order Establishing Bidding*

Procedures and Granting Related Relief and (ii) an Order or Orders Approving the Sale of the Debtors' Assets; and (b) Notice of Executory Contracts and Unexpired Leases that May Be Assumed and Assigned in Connection with the Sale of the Debtors' Assets and the Proposed Cure Cost with Respect Thereto (the "Oracle Objection") [Docket No. 529] are expressly reserved. The Oracle Objection may be set for hearing on an expedited basis upon the request of Oracle and/or the Debtors.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Asset Purchase Agreement

Exhibit G

ASSET PURCHASE AGREEMENT

by and among

BARNES ACQUISITION LLC

as Buyer,

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.,

as Seller

SET FORTH ON THE SIGNATURE PAGES HERETO

Dated as of September 26, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS	6
Section 1.1 Transfer of Acquired Assets	6
Section 1.2 Excluded Assets	8
Section 1.3 Assumption of Liabilities.....	10
Section 1.4 Retention of Liabilities	11
Section 1.5 Assumed Lease and Assumed Contracts; Cure Amount	12
Section 1.6 Non-Assignment of Acquired Assets.....	13
Section 1.7 Further Conveyances and Assumptions.....	14
ARTICLE 2. CONSIDERATION	14
Section 2.1 Consideration	14
Section 2.2 Good Faith Deposit.....	14
ARTICLE 3. CLOSING AND DELIVERIES.....	15
Section 3.1 Closing	15
Section 3.2 Seller's Deliveries.....	15
Section 3.3 Buyer's Deliveries	16
ARTICLE 4. REPRESENTATIONS AND WARRANTIES.....	17
Section 4.1 Representations and Warranties of Seller	17
Section 4.2 Representations and Warranties of Buyer.....	20
Section 4.3 Warranties Exclusive; Schedules.....	22
Section 4.4 Survival of Representations and Warranties.....	22
ARTICLE 5. COVENANTS OF THE PARTIES	22
Section 5.1 Covenants of Seller	22
Section 5.2 Covenants of Buyer.....	23
ARTICLE 6. ADDITIONAL AGREEMENTS.....	25
Section 6.1 Bankruptcy Matters.....	25
Section 6.2 Transition Arrangements	26
Section 6.3 Further Assurances.....	27
ARTICLE 7. EMPLOYEES AND EMPLOYEE BENEFITS	27
Section 7.1 Transferred Employees	27
Section 7.2 Employment Tax Reporting.....	27
Section 7.3 WARN Act.....	27
Section 7.4 Third Party Beneficiary.....	28
ARTICLE 8. TAXES.....	28
Section 8.1 Taxes Related to Purchase of Assets	28
Section 8.2 Cooperation on Tax Matters	29
Section 8.3 Allocation of Purchase Price.....	30
ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES	30
Section 9.1 Conditions Precedent to Performance by Seller	30

TABLE OF CONTENTS

(continued)

	Page
Section 9.2 Conditions Precedent to Performance by Buyer	31
ARTICLE 10. TERMINATION	32
Section 10.1 Conditions of Termination	32
Section 10.2 Effect of Termination; Remedies	33
ARTICLE 11. MISCELLANEOUS	34
Section 11.1 Successors and Assigns	34
Section 11.2 Governing Law; Jurisdiction	34
Section 11.3 WAIVER OF JURY TRIAL	34
Section 11.4 Expenses	34
Section 11.5 Broker's and Finder's Fees	34
Section 11.6 Severability	35
Section 11.7 Notices	35
Section 11.8 Amendments; Waivers	36
Section 11.9 Time of Essence	36
Section 11.10 Public Announcements	36
Section 11.11 Entire Agreement	37
Section 11.12 Parties in Interest	37
Section 11.13 Bulk Sales Laws	37
Section 11.14 Construction	37
Section 11.15 Counterparts and Facsimile	37
ARTICLE 12. DEFINITIONS	37
Section 12.1 Certain Terms Defined	37
Section 12.2 All Terms Cross-Referenced	46

SCHEDULES

Schedule 1.1(h)	-	Assumed Business Contracts
Schedule 1.1(k)	-	Intellectual Property
Schedule 1.2(r)	-	Excluded Assets
Schedule 1.3(g)	-	Assumed Liabilities
Schedule 1.4(l)	-	Excluded Liabilities
Schedule 1.5(a)	-	Estimated Cure Amount
Schedule 4.1(g)	-	Compliance with Law
Schedule 4.1(h)	-	Contract and Lease Defaults
Schedule 4.1(i)	-	Material Permits
Schedule 11.5	-	Brokers and Finders
Schedule 12.1(a)	-	Tradenames

EXHIBIT

Exhibit 1	-	Bidding Procedures Order
Exhibit 2	-	Transition Services Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 26, 2020 (the “Effective Date”), is entered into by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to this Agreement (collectively with ROC, “Seller”), and Barnes Acquisition LLC (“Buyer”), or a Buyer Acquisition Vehicle as assignee in accordance with Section 11.1. Capitalized terms used in this Agreement are defined or cross-referenced in Article 12.

RECITALS

A. Seller is engaged in the manufacture and sale of ammunition and ammunition products at the Assumed Leased Property under the brand Barnes Bullets, LLC (the “Business”), and owns various assets related to the Business. On July 27, 2020 (the “Petition Date”) Seller filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court” and the case arising under such petition, the “Bankruptcy Case”).

B. On the Petition Date, Seller filed a Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Debtors’ Assets (the “Bidding Procedures Motion”) pursuant to which Seller sought, and the Bankruptcy Court approved, the Bidding Procedures Order attached hereto as Exhibit 1 (the “Bidding Procedures Order”).

C. Buyer desires to purchase the Acquired Assets free and clear of Liens, Claims and Interests (other than Permitted Liens), except for assumption of the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign and transfer to Buyer, the Acquired Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

D. Buyer, in exchange for the transfer to Buyer of the Acquired Assets, desires to provide certain consideration (as set forth below) to Seller.

E. The Acquired Assets and Assumed Liabilities are assets and liabilities of Seller, which are to be purchased and assumed by Buyer pursuant to an order of the Bankruptcy Court approving such sale pursuant to Sections 105, 363 and 365 of the Bankruptcy Code (the “Sale Order”), which order will include the authorization for the assumption by Seller and assignment to Buyer of certain executory contracts and unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with the applicable provisions of the Bankruptcy Code. The consummation of the transactions set forth in this Agreement is subject, among other things, to the entry of the Sale Order.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS.

Section 1.1 Transfer of Acquired Assets. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to the Acquired Assets free and clear of all Liens, Claims and Interests (other than Permitted Liens and the Assumed Liabilities). For all purposes under this Agreement, the term "Acquired Assets" shall (i) not include any Excluded Assets, (ii) include the Business Name and the Brand Names and (iii) mean all of the other properties, assets, Interests and rights of Seller existing as of the Closing Date, of any kind or nature, real or personal, tangible or intangible, that in each case in this clause (iii) primarily relate to the ownership, operation and management of the Business, including, but not limited to the assets listed in Section 1.1(a) to (s) below:

(a) The Utah Lease together with all security and other deposits related thereto, prepaid rent and appurtenances thereto and associated therewith (the "Assumed Lease");

(b) all Leasehold Improvements of Seller located on the Leased Real Property that is subject to the Assumed Lease (the "Assumed Leased Real Property");

(c) all of Seller's owned (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and any other tangible property (including without limitation consumables located at the premises of the Business) that is in any of the foregoing cases primarily used for the ownership, operation or management of the Business (the "Owned FF&E"), and (ii) to the extent assignable, rights to any warranties and licenses received from manufacturers and sellers of the Owned FF&E;

(d) all of Seller's (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts primarily used for the ownership, operation or management of the Business, that are in each case leased pursuant to any Contract (the "Assumed FF&E Leases" and the equipment, machinery, furniture, fixtures and improvements, tooling and spare parts so leased, the "Leased FF&E"), (ii) rights under the Assumed FF&E Leases, and (iii) to the extent assignable, rights to any warranties and licenses received from manufacturers and lessors of the Leased FF&E;

¹ **Note to Bidder:** Please confirm that the stalking horse form of TSA in the data room will be acceptable to Buyer.

(e) all of Seller's (i) owned cars, trucks and other motor vehicles primarily used in connection with the Business (the "Owned Motor Vehicles"), and (ii) rights to the warranties and licenses received from manufacturers and sellers of the Owned Motor Vehicles;

(f) all of Seller's (i) cars, trucks and other motor vehicles that are leased pursuant to any Contract and primarily used for the ownership, operation of management of the Business (the "Assumed Motor Vehicle Leases" and the cars, trucks and other motor vehicles so leased, the "Leased Motor Vehicles"), (ii) rights under the Assumed Motor Vehicle Leases, and (iii) rights to the warranties and licenses received from manufacturers and lessors of the Leased Motor Vehicles;

(g) all proceeds and recoveries from, policies (but not, for the avoidance of doubt, any Insurance Policies themselves) to the extent attributable to any of the Acquired Assets only to the extent in respect of periods on or after the Effective Date) (the rights described in this Section 1.1(h) being collectively the "Assumed Policy Rights");

(h) all Contracts set forth on Schedule 1.1(h) (collectively, the "Assumed Business Contracts" and, together with the Assumed FF&E Leases and the Assumed Motor Vehicle Leases, the "Assumed Contracts");

(i) to the extent transferable under applicable Law, all Permits issued to Seller that are primarily used in connection with the ownership, operation and/or management of the Business, and all pending applications therefor, including, without limitation, any of the foregoing listed on Schedule 4.1(i);

(j) all (i) registered and unregistered Intellectual Property owned and primarily used by Seller in connection with the ownership, operation and/or management of the Business, including but not limited to the Intellectual Property listed on Schedule 1.1(k), and any and all corresponding rights that, now or hereafter, may be secured throughout the world, and (ii) to the extent transferable under applicable Law, Intellectual Property licensed to Seller in connection with the ownership, operation and/or management of the Business (all the aforementioned, together with the Business Name and the Brand Names, the "Acquired Intellectual Property");

(k) all sales orders or other commitments of Seller to purchasers of goods, services or products produced or sold by the Business (the "Customer Orders");

(l) all outstanding purchase orders or other commitments of Seller to suppliers of goods and services for materials, supplies or other items exclusively used in connection with the ownership, operation and/or management of the Business (the "Purchase Orders");

(m) all right, title and interest in and to all inventory, supplies and finished goods within the scope of the operations of the Business and located on the Leased Real Property or (to the extent within the scope of the operations of the Business) in the possession of any third-party bailees (collectively, the "Inventory");

(n) all (i) rights to refunds relating to, and prepaid expenses and deposits attributable to, any Purchase Orders, Customer Orders, Assumed Contracts and Inventory, and all rights under credit card merchant accounts, (ii) prepaid charges and deposits in respect of telephone, electricity, water and sewer and other utilities provided to the Assumed Leased Real Property, (iii) prepaid common area maintenance expenses relating to any Assumed Lease and security deposits for any Assumed Lease, (iv) ordinary holdbacks (including ordinary credit card holdback payments or protection reserves) in connection with or relating to any Acquired Asset and (v) other deposits, prepaid charges and expenses paid by Seller and other rights of Seller in connection with or primarily relating to any Acquired Asset;

(o) all goodwill and other intangible assets, including all goodwill associated with the Business, with the Acquired Intellectual Property, and with any of the other Acquired Assets;

(p) all Claims held by Seller that relate to Acquired Assets;

(q) all other tangible or intangible assets of Seller primarily used in connection with the ownership, operation and/or management of the Business; and

(r) to the extent permitted by applicable Law (and other than all Documents of Seller held by Seller or Seller's counsel related to the Retained Litigation), all Documents that are primarily used in or primarily held for use in, or that primarily relate to, the Acquired Assets, the Assumed Liabilities or the Business; provided, that Buyer shall provide (i) Seller with reasonable access at Seller's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same following the Closing to the extent reasonably necessary to permit Seller to wind-down and liquidate its estate after the Closing and (ii) any other buyer of ROC's lines of business or assets pursuant to the auction contemplated by the Bidding Procedures Order (an "Other Buyer") reasonable access at such Other Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the assets of ROC purchased by such Other Buyer; and provided, further, that as a condition to such access, Seller and each such Other Buyer shall each keep such information confidential in accordance with all contractual requirements and any applicable Laws (or in the case of any such Other Buyer, a confidentiality agreement reasonably acceptable to Buyer).

Section 1.2 Excluded Assets. Except as provided in Section 1.1, the Acquired Assets shall not include any right, title or interest of any Person other than Seller in any property or asset, or Seller's right, title and interest in, to and under properties and assets not used in connection with the ownership, operation and/or to management of the Business, and shall specifically exclude the following properties, Contracts, Leases, and other assets, interests and rights of Seller (all such items not being acquired by Buyer being referred to in this Agreement as the "Excluded Assets"):

(a) all rights of every nature and description (other than Assumed Policy Rights) under or arising out of all insurance policies of Seller (the "Insurance Policies"), including without limitation (i) with respect to Claims arising prior to the Effective Date, (ii) to the extent of coverage of any Excluded Liabilities, (iii) under those insurance policies covering any tort liabilities that are not Assumed Liabilities, (iv) under the D&O Insurance, and (v) under

those insurance policies covering liabilities and Claims against Seller and its affiliates relating to the Excluded Employee Liabilities;

(b) all Owned Real Property;

(c) any asset that is not owned or leased by Seller or not used or held for use in connection with the ownership, operation and management of the Business;

(d) any minute books, stock ledgers, corporate seals and stock certificates of Seller, and other similar books and records that Seller is required by Law to retain and all Tax Returns, financial statements and corporate or other entity filings; provided that (i) Seller shall provide Buyer with reasonable access to the same following the Closing to the extent relating to the Acquired Assets and when reasonably requested by Buyer and (ii) Buyer shall be entitled upon reasonable request to be provided with copies of all such records, at its own expense, and provided, further, that Seller shall notify Buyer before disposing of any such records and upon Buyer's reasonable request shall transfer them to Buyer;

(e) all (i) prepaid premiums in respect of all Excluded Insurance Policies, (ii) retainers, prepayments or on-account cash paid to Seller's professionals and advisors, including any carve-out under any DIP Facility or cash collateral arrangements (whether retained in the Bankruptcy Case or otherwise), and (iii) other deposits, prepaid charges and expenses paid by Seller to the extent in connection with or relating to any Excluded Asset;

(f) all rights to or claims for refunds, overpayments or rebates of Pre-Closing Taxes, including any refunds, overpayments or rebates of Pre-Closing Taxes for any Straddle Period, other than, in any of the foregoing cases, any such refunds, overpayments or rebates that are attributable to Taxes actually paid by Buyer;

(g) all shares of capital stock (and any other equity interests or rights convertible into equity interests) issued by any Seller entity;

(h) all Documents exclusively relating to any Excluded Asset; provided, that Seller shall provide Buyer with reasonable access at Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(i) all Documents exclusively relating to any Employees who do not become Transferred Employees; provided that, to the extent permitted by applicable Law, Seller shall make copies of such Documents available to Buyer if reasonably related to addressing or defending any such Employees' claims against Buyer;

(j) subject to Section 1.6, any asset that requires the consent of a third party to be transferred, assumed or assigned hereunder as to which, by the Closing Date (and after giving effect to the entry of the Sale Order and any other Order of the Bankruptcy Court eliminating any contractual right of third parties to withhold such consent), such consent to transfer, assumption

or assignment has not been effected or excused (for clarity, all liabilities associated with each such asset are excluded from Assumed Liabilities pursuant to Section 1.4(a));

(k) all Employee Benefit Plans that are not Assumed Benefit Plans and all assets of, and Contracts exclusively relating to or associated with such plans;

(l) all Cash and all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing;

(m) any rights of Seller under this Agreement or any Ancillary Agreement to which Seller is a party, including without limitation any rights relating to the Gross Closing Cash Payment;

(n) copies of all Historic Firearms Books and Records of Seller; provided, that Seller shall provide Buyer with reasonable access at Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(o) all Documents of Seller held by Seller or Seller's counsel relating to (i) any litigation against Seller or (ii) the Excluded Liabilities;

(p) the D&O Insurance, and all proceeds thereof;

(q) all rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses related to any Excluded Liability;

(r) any properties, Contracts, Leases, or other assets, interests and rights of Seller that (i) do not relate to the ownership, operation or management of the Business or (ii) are otherwise set forth on Schedule 1.2(r);

(s) all Avoidance Actions; and

(t) Claims held by Seller against any party that are covered by, relate to or are based upon any Insurance Policies (including the D&O Insurance).

Section 1.3 Assumption of Liabilities. At the Closing, Buyer shall assume, and Buyer agrees to thereafter pay, perform and discharge when due, and indemnify, defend and hold harmless Seller, its Affiliates and all of their respective Related Persons from and against, the following liabilities (all items in this Section 1.3 being, collectively, the "Assumed Liabilities"):

(a) Except as set forth in Section 1.5, all liabilities and unperformed and unfulfilled obligations of Seller under the terms of any Assumed Contract or Assumed Lease (including all premium finance arrangements of Seller for Assumed Contracts), and the Buyer's

Cure Amount in connection with the assignment of the Assumed Lease and the Assumed Contracts to, and the assumption of the Assumed Lease and the Assumed Contracts by, Buyer;

(b) all liabilities and obligations of Seller under the Customer Orders and the Purchase Orders (including liabilities in respect of customer deposits, security deposits and prepaid items);

(c) all liabilities and obligations for Post-Closing Taxes (including those relating to any Straddle Period);

(d) all liabilities and obligations for Transaction Taxes;

(e) all Employee Liabilities relating to Transferred Employees (i) arising after the Closing or (ii) with respect to Employee Benefit Plans that are Assumed Benefit Plans (collectively, the “Assumed Employee Liabilities”);

(f) all liabilities and obligations (including under applicable Environmental Laws and other Laws) arising out of or relating to Buyer’s ownership or operation of the Business and the Acquired Assets after the Closing; and

(g) all liabilities and obligations set forth on Schedule 1.3(g).

Section 1.4 Retention of Liabilities. Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain liabilities and obligations of Seller (all such liabilities and obligations not being assumed being herein referred to as the “Excluded Liabilities”). The Excluded Liabilities include, without limitation, the following liabilities and obligations (but in each case except as specifically assumed in Section 1.3):

(a) all liabilities and obligations under or relating to the Excluded Assets;

(b) all liabilities and obligations of Seller under or relating to the Priority Term Loan, the FILO Facility, the Exit Term Loan or the Intercompany Note;

(c) all Excluded Employee Liabilities;

(d) all liabilities and obligations for Pre-Closing Taxes;

(e) all liabilities and obligations of Seller arising under or incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements to which Seller is a party and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(f) all liabilities of, and Claims against, Seller arising from and in connection with grants of restricted common unit/share awards and stock options by Seller;

- (g) any liabilities and obligations of Seller under this Agreement, or under any Ancillary Agreement to which Seller is a party;
- (h) all liabilities under any Qualifying Excluded Contracts and Leases;
- (i) all State of Alabama Project Development Liabilities;
- (j) the Retained Litigation;
- (k) all other liabilities and obligations arising out of or relating to Seller's ownership, operation or management of the Business and the Acquired Assets prior to the Closing; and
- (l) all liabilities set forth on Schedule 1.4(l).

Section 1.5 Assumed Lease and Assumed Contracts; Cure Amount.

(a) At such time as is specified in the Sale Order, pursuant to Section 365 of the Bankruptcy Code, Seller shall assume and assign to Buyer and Buyer shall assume from Seller, the Assumed Lease and the Assumed Contracts. The amounts necessary, pursuant to Section 365 of the Bankruptcy Code, to cure any and all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults under any Assumed Lease or Assumed Contract, in each case as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order and this Agreement (such aggregate amount, the "Cure Amount") shall be paid by Buyer; provided however that (a) Buyer shall have no obligation to pay more than an aggregate amount of (\$53,233) (the "Buyer's Cure Amount") for all Assumed Leases and Assumed Contracts listed on Schedule 1.1(h) as of the Effective Date plus any Cure Amount for Assumed Leases and Assumed Contracts that may be added to Schedule 1.1(h) after the Effective Date in accordance with the terms below, in each case as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order and this Agreement and (b) Seller shall be responsible for paying any difference (such difference, the "Seller's Cure Amount") between the Buyer's Cure Amount and the Cure Amount that is necessary, pursuant to Section 365 of the Bankruptcy Code, to cure any and all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults only under any Assumed Lease or Assumed Contract that is listed on Schedule 1.1(h) as of the Effective Date. Schedule 1.5(a) contains Seller's estimate as of the Effective Date of the Cure Amount. Subject to the prior written consent of Seller in Seller's sole discretion, Buyer may amend Schedule 1.1(h) to add any executory contracts of Seller at any time prior to the date of a final hearing to approve the sale of the Acquired Assets (the "Sale Hearing"). Subject to the limitations set forth in Section 1.5(d) and upon written notice to Seller, Buyer may amend Schedule 1.1(h) or Schedule 1.2(r) to reject any executory contracts of Seller at any time prior to the date of the Sale Hearing; provided that the definition or interpretation of (i) "Acquired Assets" for the purposes of Section 1.3 only and (ii) "Assumed Liabilities" and "Excluded Liabilities" for any purposes under this Agreement, shall not reflect any such amendment without the prior written consent of Seller. For the avoidance of doubt and notwithstanding anything to the contrary in this Section 1.5(a), Seller shall have no liability under this Agreement in respect of any Cure Amounts relating to Assumed Contracts that are not listed on Schedule 1.1(h) as of the Effective Date.

(b) Seller shall timely serve the motion seeking entry of the Sale Order to all parties to Leases and Contracts and, subject to Section 1.6 and the performance of Buyer's obligations in Section 5.2, Seller shall use commercially reasonable efforts to cause the Assumed Lease and Assumed Contracts to be assumed by Seller and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code, and Seller shall comply with all requirements under Section 365 of the Bankruptcy Code necessary to assign and delegate to Buyer all of Seller's rights and obligations under the Assumed Lease and Assumed Contracts.

(c) Notwithstanding any provision in this Agreement to the contrary, if for any reason Buyer fails to pay the Buyer's Cure Amount or Seller fails to pay the Seller's Cure Amount in respect of any Assumed Contract or Assumed Lease when due and payable pursuant to this Agreement, the Sale Order or any other Order of the Bankruptcy Court, (i) the other party may pay or otherwise satisfy such Cure Amount or any other liability or obligation under such Assumed Contract or Assumed Lease and shall be reimbursed by the party responsible to make such payment within five (5) Business Days of notice of such payment, (ii) each party shall indemnify and hold harmless the other party in respect of such Cure Amount, liability or obligation as well as any expenses (including legal fees and expenses) incurred by the other party in defending any claim for payment of the Cure Amount or any other liability or obligation arising under such Contract or Lease asserted by the counterparty thereto and (iii) Seller or Buyer may reject, and nothing in this Agreement shall prohibit Seller or Buyer from rejecting, such Contract or Lease.

(d) Notwithstanding any provision in this Agreement to the contrary, at any time prior to the Sale Hearing, Buyer may designate in writing to Seller any Contract or Lease as an Excluded Liability (and amend Schedule 1.2(r) for such purposes only), only if the rejection of such Contract or Lease would not give rise to a Claim in favor of the counterparty thereto having administrative priority or any other priority senior to a general unsecured Claim against the bankruptcy estate of Seller (the "Qualifying Excluded Contracts and Leases"). Seller may reject, and nothing in this Agreement shall prohibit Seller from rejecting, the Qualifying Excluded Contracts and Leases.

Section 1.6 Non-Assignment of Acquired Assets. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any Acquired Asset if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Seller (each such action, a "Necessary Consent"), would constitute a breach thereof (after giving effect to any waiver by the applicable counterparty, or any elimination of such approval, authorization or consent requirement by operation of the Sale Order) or in any way adversely affect the rights or obligations of Buyer thereunder and such Necessary Consent is not obtained and (b) the Bankruptcy Court shall not have entered an Order providing that such Necessary Consent is not required because the transfer thereof shall be deemed by the Bankruptcy Court to be (x) effective and (y) not a breach thereof, notwithstanding the failure to obtain such Necessary Consent. In such event, Seller and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that Seller shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested (other than the applicable Cure Amount) or to initiate any litigation or legal proceedings

to obtain any such consent or approval. If such Necessary Consent is not obtained, or if such Acquired Asset or an attempted assignment thereof would otherwise be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and at no out-of-pocket expense to Seller or Buyer, under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Seller would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming Seller's obligations (to the extent otherwise constituting Assumed Liabilities hereunder), any and all rights of Seller thereunder.

Section 1.7 Further Conveyances and Assumptions.

(a) Seller shall deliver to Buyer at the Closing such Employee Records as is reasonably necessary for Buyer to transition the Transferred Employees into Buyer's records, as well as all other Documents included in the Acquired Assets.

(b) At the Closing, and from time to time thereafter, Seller and Buyer shall, and Seller and Buyer shall cause their respective Affiliates to, execute, acknowledge and deliver all such further actions, as may be reasonably necessary or appropriate to sell, transfer, convey, assign and deliver fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Seller and its successors and permitted assigns, the assumption of the liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective or evidence the transactions contemplated by this Agreement.

Section 1.8 Conflicts with Other Bidders. In the event of any conflict regarding the Acquired Assets or the Assumed Liabilities between this Agreement and agreements governing other sales of the Seller's assets in the Bankruptcy Case (the "Other Agreements"), Buyer shall cooperate in good faith with any other purchasers of Seller's assets pursuant to such Other Agreements, whether before or after the Closing Date, to ensure that all assets or liabilities are appropriately apportioned between Buyer and such other purchasers in order to reflect the intent of Buyer and such other purchasers hereunder and thereunder.

ARTICLE 2. CONSIDERATION

Section 2.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets (the "Purchase Price") shall be Twenty Million United States Dollars (\$20,000,000), which includes:

(a) Seventeen Million and Nine Hundred Thirty Six Thousand United States Dollars (\$17,936,000) in cash (the "Gross Closing Cash Payment"), to be adjusted pursuant to Section 2.2(b), and paid and delivered in accordance with Section 3.3(a);

(b) the assumption of certain trade payables identified in the Modified Purchase Agreement in the amount of US\$ 1,399,000; and

(c) assumption of the other Assumed Liabilities.

Section 2.2 Good Faith Deposit.

(a) Concurrently with or prior to the execution and delivery of this Agreement, notwithstanding anything to the contrary in this Agreement, Buyer shall have deposited with Seller an amount equal to Three Million Five Hundred Eighty Seven Thousand United States Dollars (US\$3,587,000) by wire transfer of immediately-available funds (the “Good Faith Deposit”). The Good Faith Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of either of Seller or Buyer and shall be deposited in a segregated deposit account of Seller and held in trust to be administered solely in accordance with the terms of this Agreement and the Bidding Procedures Order. Upon the Closing, the Good Faith Deposit shall be an Excluded Asset and shall not be subject to any restrictions under this Agreement.

(b) If the Closing occurs, the Gross Closing Cash Payment shall be reduced by the amount of the Good Faith Deposit (such resulting amount, the “Net Closing Cash Payment”), to be paid and delivered in accordance with Section 3.3(a).

(c) If this Agreement is terminated pursuant to Section 10.1, the Good Faith Deposit shall be repaid to Buyer or retained by Seller in the amounts and at the times set forth in Section 10.2(a) through Section 10.2(c).

ARTICLE 3. CLOSING AND DELIVERIES

Section 3.1 Closing. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place remotely by the electronic exchange of documents and signatures, or such other place as may be agreed upon, at 7:00 a.m., local Central Time, on the third (3rd) Business Day following the satisfaction or, to the extent permitted by this Agreement, waiver of each of the conditions set forth in Article IX of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction, or waiver to the extent permitted by this Agreement, of such conditions), or such other date as may be agreed to by Seller and Buyer, which date shall not be earlier than the first day following the entry of the Sale Order by the Bankruptcy Court (the “Closing Date”).

Section 3.2 Seller’s Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) all of the Acquired Assets, together with one or more duly executed bills of sale, endorsed certificates of title and other evidence of transfer of motor vehicles and instruments of conveyance appropriate for the applicable Acquired Assets, each as reasonably requested by Buyer and otherwise in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller;

(b) one or more duly executed assignment and assumption agreements for the Assumed Contracts and the Assumed Liabilities, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an “Assignment and Assumption Agreement”);

(c) one or more duly executed assignment and assumption agreements for the Assumed Lease, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an “Assignment and Assumption of Lease”);

(d) duly executed, and notarized where indicated, assignments of (i) the registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in forms suitable for recording in the U.S. Patent and Trademark Office and equivalent offices in jurisdictions outside the United States, (ii) the Internet domain name registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in a form suitable for filing with all applicable domain name registries, together with all relevant authorization codes for the transfer of such domain name registrations and applications and confirmation that the same have been unlocked, and (iii) general assignments of all other Acquired Intellectual Property, in each case in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an “Acquired Intellectual Property Assignment”);

(e) the officer’s certificate required to be delivered pursuant to Section 9.2(a) and Section 9.2(b);

(f) one or more affidavits executed by Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that Seller is not a foreign person within the meaning of Section 1445(f)(3) and Section 1446 of the Code;

(g) a duly executed Limited Power of Attorney to enable Buyer to execute on Seller’s behalf any further documents necessary to record the assignment to Buyer of Acquired Intellectual Property; and

(h) such other documents, instruments and certificates as Buyer may reasonably request to transfer the Acquired Assets to Buyer in accordance with the terms and conditions hereof.

Section 3.3 Buyer’s Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) cash in an amount equal to the Net Closing Cash Payment, by wire transfer of immediately available funds to the account or accounts of Seller identified by Seller in writing reasonably in advance of the Closing;

(b) one or more duly executed Assignment and Assumption Agreements;

(c) one or more duly executed Acquired Intellectual Property Assignments;

(d) the officer’s certificate required to be delivered pursuant to Section 9.1(a) and Section 9.1(b); and

(e) such other documents, instruments and certificates as Seller may reasonably request to transfer, assign and delegate the Assumed Liabilities to Buyer in accordance with the terms and conditions hereof.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Corporate Organization. Each entity comprising Seller is duly formed or incorporated and validly existing and in good standing under the laws of its respective state of domicile. Subject to any necessary authority from the Bankruptcy Court, each entity comprising Seller has the requisite corporate or limited liability company power and authority to conduct the Business as now being conducted and to carry out its obligations under this Agreement.

(b) Qualification to do Business. Each entity comprising Seller is duly qualified to do business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Each entity comprising Seller has the corporate or limited liability company power and authority necessary to enter into this Agreement and each Ancillary Agreement to which Seller is a party and, subject to (i) the Bankruptcy Court's entry of the Sale Order, and (ii) the termination or expiration of the waiting period under the HSR Act (if applicable), to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement has been duly authorized, and at or before Closing the execution and delivery of the Ancillary Agreements to which Seller is a party will be duly authorized, by all necessary corporate or limited liability company action by the boards of directors or managers of Seller, and no other corporate or limited liability company proceedings are necessary for the performance by Seller of its obligations under this Agreement or the consummation by Seller of the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by Seller, and at Closing the Ancillary Agreement to which Seller is a party will be duly and validly executed and delivered by Seller, and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Buyer, the Agreement is, and each of the Ancillary Agreements to which Seller is a party will be at Closing, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

(d) No Conflict or Violation. Neither the execution and delivery by Seller of this Agreement or any of the Ancillary Agreements to which Seller is a party, nor (subject to (i) the Bankruptcy Court's entry of the Sale Order, and (ii) the termination or expiration of the waiting period under the HSR Act (if applicable) the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements to which Seller is a party, nor compliance by Seller with any of the provisions hereof or thereof, will (x) conflict with or result in any breach of any provision of the respective certificates of incorporation or formation of Seller or the respective by-laws or operating agreements of Seller, or (y) violate any provision of law, regulation, rule or other legal requirement of any Government ("Law") or any order, judgment or decree of any court or Government ("Order") applicable to Seller or any of its properties or assets except, in either of the foregoing cases (x) and (y), for any conflict or violation as would not reasonably be expected to cause a Material Adverse Effect.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Seller is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Seller after the Closing in order for Buyer to own or operate any of the Acquired Assets; (ii) as required pursuant to the HSR Act, if applicable; (iii) the entry of the Sale Order by the Bankruptcy Court; or (iv) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Title and Ownership. Seller has good title to, or right by license, lease or other agreement to use, the Acquired Assets. Subject to the entry of the Sale Order, at the Closing, Seller will have the right to transfer the Acquired Assets to Buyer free and clear of all Liens, other than Liens included in the Assumed Liabilities and Permitted Liens.

(g) Compliance with Law. Except as set forth on Schedule 4.1(g), (i) Seller has operated the Business in material compliance with all applicable Laws, and (ii) except as may result from the Bankruptcy Case, Seller has not received written notice of any violation of any applicable Laws, nor is Seller in default with respect to any Order applicable to the Acquired Assets.

(h) Contracts and Leases. As of the Effective Date, other than as set forth on Schedule 4.1(h) or in motions or other pleadings or similar items filed with the Bankruptcy Court, neither Seller nor, to Seller's Knowledge, any other party to any of the Assumed Contracts or Assumed Lease has commenced any action against any of the parties to such Assumed Contracts or Assumed Lease or given or received any written notice of any material default or violation under any Assumed Contract or Assumed Lease that was not withdrawn or dismissed, except only for those defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Assumed Contracts and Assumed Lease). Assuming due authorization, execution, delivery and performance by the other parties thereto, each of the Assumed Contracts and Assumed Lease is, or will be at the Closing, valid, binding and in full force and effect against Seller, except as otherwise set forth on Schedule 4.1(h).

(i) Permits. Schedule 4.1(i) sets forth a complete and correct list of all material Permits currently held by Seller in connection with the Business ("Material Permits"), and all Material Permits at the current locations of the Business are, as would not cause a Material Adverse Effect in full force and effect.

(j) Intellectual Property. Schedule 1.1(k) sets forth a complete and correct list of all registrations and applications of the trademarks, patents and domain names owned and primarily used by Seller in connection with the Business.³

(k) Business Name. Schedule 12.1(a) sets forth a complete and correct list of all trademarks and service marks comprising the Business Name.

(l) No Owned Real Property or Partnership Interest. The Acquired Assets do not include any Owned Real Property or any "United States real property interest" within the meaning of Section 1445 of the Code or any "partnership interest" within the meaning of Section

1446 of the Code.

(m) Seller Not a Foreign Person. Seller is not a “foreign person” within the meaning of Section 1445 or 1446 of the Code.

(n) The Acquired Assets represent all of the equipment, inventory, and intellectual property necessary to operate the Business as it is conducted as of the Effective Date.

³ Schedule 1.1(k) will be completed by the Seller prior to closing.

Section 4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Corporate Organization. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation. Buyer has the requisite limited liability company power and authority to own its properties and assets and to conduct its business as now conducted and to carry out its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(b) Qualification to do Business. Buyer is duly qualified to do business as an entity and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Buyer has the requisite limited liability company power and authority necessary to enter into this Agreement and at Closing will have the requisite limited liability power and authority necessary to enter into each of the Ancillary Agreements to which Buyer is a party, and to carry out its obligations hereunder and thereunder subject to (i) the Bankruptcy Court's entry of the Sale Order, and (ii) the termination or expiration of the waiting period under the HSR Act (if applicable), to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and those Ancillary Agreements to which Buyer is a party have been duly authorized by all necessary limited liability company action by the board of managers, and no other limited liability company proceedings are necessary for the performance by Buyer of its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party, or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Buyer, and at Closing each Ancillary Agreement will be duly and validly executed and delivered by Buyer, and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Seller, the Agreement is, and each of the Ancillary Agreements will be at Closing, valid and binding obligations of Buyer enforceable against it in accordance with their respective terms.

(d) No Conflict or Violation. Neither the execution and delivery by Buyer of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor (subject to (x) the Bankruptcy Court's entry of the Sale Order, and (y) the termination or expiration of the waiting period under the HSR Act (if applicable)) the consummation of the transactions contemplated hereby or thereby, nor compliance by Buyer with any of the provisions hereof or thereof, will (i) conflict with or result in any breach of any provision of the certificate of formation of Buyer, (ii) violate any provision of Law or any Order applicable to Buyer or any of its properties or assets, or (iii) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any contract, indenture, note, bond, lease, license or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject except as would not materially and adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement or any of the Ancillary Agreements.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (ii) as required pursuant to the HSR Act, if applicable; (iii) for entry of the Sale Order by the Bankruptcy Court; or (iv) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Adequate Assurances Regarding Assumed Contracts and Assumed Lease. Buyer is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Lease.

(g) Financial Capability. Buyer and any Buyer Acquisition Vehicle currently has or at Closing will have available funds necessary to consummate the transactions contemplated by this Agreement, including the acquisition of the Acquired Assets and assumption of the Assumed Liabilities, and the payment therefor (i) to Seller of the Gross Closing Cash Payment and (ii) of any Buyer's Cure Amount, and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer is a party on the terms and subject to the conditions contemplated hereby and thereby.

(h) Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Business, the Acquired Assets and the Assumed Liabilities, operations, technology, assets, liabilities, financial condition and prospects of the Business as formerly carried on by Seller and acknowledges that Seller has provided Buyer with reasonable access to the personnel, properties, premises and records of the Business for this purpose. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Bankruptcy Case. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis, and Buyer (i) acknowledges that neither Seller nor any of its Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Section 4.1 (which are subject to the limitations and restrictions contained in this Agreement); and (ii) agrees, to the fullest extent permitted by Law, that none of Seller, its Affiliates or any of their respective Related Persons shall have any liability or responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including, without limitation, in contract or tort, under federal or state securities Laws or otherwise, but excluding misrepresentation or concealment arising from actual fraud of Seller) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including, without limitation, in respect of the specific representations and warranties of Seller set forth in this Agreement, except, with regard to Seller, for the representations and warranties contained in Section 4.1 and, with respect to such representations and warranties, subject to the limitations and restrictions contained in this Agreement.

Section 4.3 Warranties Exclusive; Schedules.

(a) The representations and warranties contained in Article 4 are the only representations or warranties given by the parties to this Agreement and all other express or implied warranties are disclaimed. Without limiting the foregoing, the Acquired Assets are otherwise conveyed “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and all warranties of merchantability or fitness for a particular purpose are disclaimed. WITHOUT LIMITING THE FOREGOING, SELLER AND SELLER’S AFFILIATES AND THEIR RESPECTIVE RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (A) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (B) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES, OR (C) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR RELATED PERSONS OR (D) THE CONDITION OF THE ACQUIRED ASSETS, INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR OTHER LAWS. SELLER AND SELLER’S AFFILIATES AND RELATED PERSONS HAVE MADE NO REPRESENTATIONS OR WARRANTIES IN ANY OTHER AGREEMENT.

(b) The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgement that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

Section 4.4 Survival of Representations and Warranties. None of the representations or warranties of Buyer or Seller set forth in this Agreement or any Ancillary Agreement to which Buyer or Seller is a party or in any certificate delivered pursuant to Section 9.1(a), Section 9.1(b), Section 9.2(a) or Section 9.2(b), shall survive the Closing (and, for the avoidance of doubt, all covenants set forth in this Agreement or any Ancillary Agreement to which Buyer or Seller is a party shall survive in accordance with their respective terms).

ARTICLE 5. COVENANTS OF THE PARTIES

Section 5.1 Covenants of Seller. Seller covenants as follows:

(a) Commercially Reasonable Efforts. Between the Effective Date and the Closing Date, Seller shall use all commercially reasonable efforts to (except as may be disclosed to Buyer) (i) obtain all necessary consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement and the Ancillary Agreements to which Seller is a party, (ii) take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) maintain the Acquired Assets substantially in accordance with Seller’s current practices and procedures (as adjusted for the effects of any COVID Restrictions).

(b) Access to Properties and Documents; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access (subject to any COVID Restrictions) during normal business hours throughout the period from the Effective

Date until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10) to all Documents of Seller relating to the Acquired Assets and the Assumed Liabilities. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access taking into account any COVID Restrictions and Seller's resources and other commitments, during normal business hours, to all Acquired Assets, and to Seller's executive officers, accountants, counsel, employees and other representatives, throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 10). The rights of access contained in this Section 5.1(b) are granted subject to, and on, the following terms and conditions: (i) any such investigation shall not include physical testing or sampling and will be conducted in a reasonable manner; (ii) all information provided to Buyer or its agents or representatives by or on behalf of Seller or its agents or representatives (whether pursuant to this Section 5.1(b) or otherwise) will be governed and protected by the Confidentiality Agreement, dated as of February 3, 2020 by and between Jefferson River Capital, LLC and ROC (the "Confidentiality Agreement"); and (iii) such rights of access shall not affect or modify the conditions set forth in Article 9 in any way. Buyer shall indemnify, defend and hold harmless (i) Seller, (ii) the lessors of any Leased Real Property, and (iii) Seller's and such lessors' respective Affiliates and Related Persons from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by such Persons in connection with (A) Buyer's or its accountants, counsel and representatives entry upon the Leased Real Property in connection with their exercise of the right of access pursuant to this Section 5.1(b), and (B) any and all other activities undertaken by Buyer or its accountants, counsel and representatives with respect to any such Leased Real Property in connection with their exercise of the right of access pursuant to this Section 5.1(b).

(c) Cure of Defaults. Seller shall, without any adjustment to the Purchase Price, as of the Closing or, in respect of any Assumed Lease or Assumed Contract for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing, then immediately following the entry of such Order, pay the applicable Seller's Cure Amount.

(d) Operation of the Business. Except (i) as otherwise contemplated or permitted by this Agreement or the Ancillary Agreements, (ii) with the prior consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or (iii) in connection with any Order relating to the Bankruptcy Case, between the Effective Date and the Closing Date, Seller shall (A) use its commercially reasonable efforts to operate the Business in all material respects in the ordinary course consistent with current practices (after taking into account Seller's status as a debtor-in-possession and any COVID Restrictions), and (B) not enter into, materially amend or terminate any Assumed Contract or Assumed Lease outside of the ordinary course of business, and (vi) safeguard and maintain the Acquired Assets in their condition as of the Effective Date (except for ordinary wear and tear) and prevent any destruction thereof or material damage thereto between the Effective Date and the Closing Date. Notwithstanding the foregoing, nothing in this Agreement shall restrict Seller from rejecting any (x) Contract or Lease that is not an Assumed Contract or Assumed Lease or (y) Qualifying Excluded Contracts and Leases.

Section 5.2 Covenants of Buyer. Buyer covenants as follows:

(a) Commercially Reasonable Efforts. Buyer shall use all commercially reasonable efforts (except with Seller's prior written consent, in Seller's sole discretion) to (i)

obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Adequate Assurances Regarding Assumed Contracts and Assumed Lease.

With respect to each Assumed Contract and Assumed Lease that is not a Qualifying Excluded Contract and Lease, Buyer shall provide adequate assurance of the future performance of such Assumed Contract or Assumed Lease by Buyer. Buyer agrees that it will promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including, without limitation, furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer's employees and representatives available to testify before the Bankruptcy Court.

(c) Cure of Defaults. Buyer shall, without any adjustment to the Gross Closing Cash Payment, as of the Closing or, in respect of any Assumed Lease or Assumed Contract for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing, then immediately following the entry of such Order, cure any and all defaults under the Assumed Contracts and Assumed Lease (other than Qualifying Excluded Contracts and Leases), including paying the applicable Buyer's Cure Amount, which defaults are required to be cured under the Bankruptcy Code, so that such Assumed Contracts and Assumed Lease may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(d) Performance under Assumed Contracts and Assumed Lease. Buyer shall (i) from and after the Closing Date, assume all obligations and liabilities of Seller under the Assumed Contracts and Assumed Lease, (ii) from and after the Closing Date, take all actions necessary to satisfy its obligations and liabilities under the terms and conditions of each of the Assumed Contracts and Assumed Lease, and (iii) indemnify, defend and hold harmless Seller, Seller's Affiliates, and all of their respective Related Persons from and against any damages, losses, costs, expenses and other liabilities arising out of a breach of this Section 5.2(d) or any of Buyer's other covenants contained in this Agreement or any Ancillary Agreements to which Buyer is a party.

(e) Indemnification for Use of Real Property. Buyer shall indemnify, defend and hold harmless (i) Seller, and (ii) Seller's Affiliates and Related Persons from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by such Persons in connection with (A) Buyer's or Buyer's agents' or representatives' entry upon the Leased Real Property in connection with their exercise of the right of access pursuant to Section 5.1(b), and (B) any and all other activities undertaken by Buyer or Buyer's agents or representatives with respect to any such Leased Real Property.

(f) Released Claims. Effective as of the Closing Date, Buyer, on behalf of itself and its Affiliates and each of their respective employees, directors, officers, shareholders, and advisors, hereby covenants and agrees that it shall not (i) assert any Claims that constitute Acquired Assets to the extent such Claims have been, or are at any time thereafter, released by or on behalf

of Seller or any other Person pursuant to the Plan, an Order of the Bankruptcy Court, or otherwise or (ii) pursue, prosecute or assert any rights related to any Claims against employees, officers directors ,counsel and other advisors of Seller, including by way of offset or recoupment.

Section 5.3 HSR Act.

(a) Subject to the terms and conditions of this Agreement, each of the parties will (i) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Antitrust Laws to consummate the transactions contemplated by this Agreement, (ii) if the transactions contemplated hereby require a Notification and Report Form pursuant to the HSR Act, use commercially reasonable efforts to file such Notification and Report Form with respect to the transactions contemplated by this Agreement within ten (10) Business Days following the Effective Date, supplying as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act and (iii) use commercially reasonable efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as practicable.

(b) In connection with the efforts referenced in Section 5.3(a) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under the HSR Act or any other Antitrust Law, each of the parties shall use commercially reasonable efforts to (i) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other parties informed in all material respects of any material communication received by such party from, or given by such party to, the Federal Trade Commission (the “FTC”), the Antitrust Division of the Department of Justice (the “DOJ”) or any other Government authority and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated by this Agreement and (iii) permit the other parties to review any material communication given to it by, and consult with each other in advance of any meeting or conference with, the FTC, the DOJ or any other Government authority in connection with any proceeding by a private party. The foregoing obligations in this Section 5.3(b) shall be subject to the Confidentiality Agreement with respect to the confidential information of Buyer and Seller, and any attorney-client, work product or other privilege, and each of the parties to this Agreement will coordinate and cooperate fully with the other parties to this Agreement in exchanging such information and providing such assistance as such other parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods under the HSR Act. Any competitively sensitive information that is disclosed pursuant to this Section 5.3(b) will be limited to each party’s respective counsel and economists pursuant to a separate customary confidentiality agreement.

ARTICLE 6. ADDITIONAL AGREEMENTS

Section 6.1 Bankruptcy Matters.

(a) Backup Bidder. In the event that Buyer is designated as the “Backup Bidder” in accordance with and as defined in the Bidding Procedures Order, Buyer agrees that it will keep the Backup Bid (as defined in the Bidding Procedures Order) open and irrevocable until the earlier of 5:00 p.m. (prevailing Central Time) on the date that is sixty (60) days after the date of entry of the Bankruptcy Court’s Order approving the Alternative Transaction and the closing date of the Alternative Transaction. Notwithstanding anything to the contrary in this Agreement, Seller may also

identify and enter into agreements respecting (x) a “back-up” bid relating to an Alternative Transaction, and/or (y) a liquidation sale of all or a portion of the Inventory and the other assets of Seller, in either case to become effective in the event Buyer does not perform in accordance with the terms of this Agreement.

(b) Notice to Holders of Liens, Claims and Interests. Seller has provided notice of the Sale Order to all holders of Liens, Claims and Interests in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and any other applicable Order of the Bankruptcy Court.

(c) Entry of Sale Order. Seller has filed with the Bankruptcy Court one or more motions which, collectively, seek the entry of the Sale Order. The Sale Order provides that, without limitation and notwithstanding anything to the contrary in this Agreement (including any Assumed Contract), Buyer is not liable for, and is taking the Acquired Assets free of, any Excluded Liability. Seller and Buyer shall use reasonable best efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement. In the event that any Orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Seller and Buyer will cooperate in determining and pursuing the response to any such appeal, petition or motion and Seller and Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion. For purposes of this Section 6.1(c) only, commercially reasonable efforts shall without limitation require each party to this Agreement to pay its costs and expenses reasonably required in connection with preparing and seeking entry of the Sale Order by the Bankruptcy Court and resolution of any appeal therefrom.

Section 6.2 Transition Arrangements.

(a) Transition Services Agreement. To facilitate the transactions contemplated by this Agreement, Seller and Buyer shall, as of the Closing, enter into a Transition Services Agreement in substantially the same form as attached as Exhibit 2 setting forth certain transition services that Buyer and Seller will provide to each other. Buyer is also interested in entering into a transition services agreement with the Other Buyer on mutually agreeable terms.

(b) Access Covenant. Upon reasonable request from Seller (but with not less than three Business Days’ notice), and including without limitation as further set forth in the Transition Services Agreement, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will for the period from the Closing Date until the earlier of (i) the date that is two years after the Closing Date and (ii) the complete wind down, liquidation and administration of the Sellers’ bankruptcy estate, provide to Seller, and the accountants, counsel and representatives of Seller, including any administrator of the Plan or Seller's estate, such access to the pre-closing books and records relating to the Business as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan or otherwise. Such access will include (a) reasonable access to Buyer’s personnel, information technology systems and books and records and (b) the use of office space for

individuals and office support of appropriate secretaries or clerks for employees of Seller engaged in such wind-down and liquidation process. Buyer will provide such services free of any charges, fees or rents, provided that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

(c) Transitional License. Effective upon the Closing, for a period not to exceed one hundred and eighty (180) calendar days, Buyer shall grant Seller a non-exclusive, royalty-free right and license to use the Acquired Intellectual Property, including the Business Name, in connection with the wind-down and liquidation of Seller's estate and the conclusion of the Bankruptcy Case, including for purposes of administering a plan of liquidation of the Excluded Assets, reconciling claims and making distributions.

(d) Transitional Regulatory Matters. From the Effective Date until the Closing Date, Buyer and Seller shall each use reasonable best efforts to cooperate in the registration of Buyer as licensee, as of and conditional upon the Closing, under the ATF Licenses.

Section 6.3 Further Assurances. At the request and the sole expense of the requesting party, either party shall, at any time after the Closing Date, execute and deliver such documents as the other party or its counsel may reasonably request to effectuate the purposes of this Agreement.

ARTICLE 7. EMPLOYEES AND EMPLOYEE BENEFITS

Section 7.1 Transferred Employees. Within two (2) days after entry of the Sale Order, Buyer shall offer employment, effective as of the Closing, to a significant portion of the Employees. Each such offer shall include a waiver of any costs related to the termination of employment of such Employees by Seller in connection with the transactions contemplated by this Agreement (including without limitation any severance or WARN Act payments), as against Buyer, Seller and their respective Affiliates. If the Closing occurs, any such Employees who accept any such offer no later than five (5) days after the Closing Date are referred to in this Agreement as the "Transferred Employees".

Section 7.2 Employment Tax Reporting. With respect to Transferred Employees, Buyer and Seller shall use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment Tax reporting.

Section 7.3 Benefits. From and after the Closing (or with respect to any Transferred Employee who is on an approved leave of absence as of the Closing, from and after his or her return to work), Buyer shall, or shall cause an Affiliate of Buyer to, use all commercially reasonable efforts to provide (whether under existing or newly-established Buyer compensation or benefits plans (collectively, the "Buyer Plans")) to each Transferred Employee, and to their eligible dependents, benefits under the Buyer Plans that are no less favorable to the applicable Transferred Employee in the aggregate than the practice, plans, policies or Contracts in effect for such Transferred Employee immediately prior to the Closing. If applicable, for purposes of eligibility, vesting and the calculation of the eligibility for and amount of vacation, sick pay, severance or other

benefits under the Buyer Plans providing benefits to Transferred Employees, Buyer shall credit each Transferred Employee with his or her years of service with Seller to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan; provided, however, that no such service recognition shall result in any duplication of benefits or apply to any defined benefit pension plans. In addition, to the extent it has the right to do so, Buyer shall use commercially reasonable efforts to (a) waive under any health or welfare plans maintained by Buyer for Transferred Employees any pre-existing condition limitations and eligibility waiting periods for Transferred Employees and their eligible dependents (but only to the extent such pre-existing condition limitations, eligibility waiting periods and evidence of insurability requirements were satisfied under Seller's comparable health plans as of the Closing Date), and (b) provide that dollar amount of all eligible expenses incurred by Transferred Employees and their eligible dependents during the calendar year in which the Closing Date occurs shall be taken into account for purposes of satisfying the applicable deductibles, co-payments or out-of-pocket limitations for such calendar year under the relevant Buyer's health or welfare plans.

Section 7.4 WARN Act. Buyer and Seller agree that:

Seller shall be solely responsible for complying with the Worker Adjustment and Retraining Notification Act (the "WARN Act") and obligations under similar state or local Laws requiring notice of plant closings, relocations, mass layoffs, reductions in force or similar actions (and for any failures to so comply) and any and all liabilities arising therefrom, in each case, with respect to Transferred Employees that result from any action or omission of Seller or any of its Affiliates prior to or on the Closing Date. Seller shall remain solely liable for WARN Act liabilities applicable to any Employee that does not become a Transferred Employee, former employees of Seller and any current or former employees of Seller's Affiliates incurred prior to, or on or after the Closing Date, including with respect to any such Employee terminated on or prior to the Closing Date.

(a) Buyer shall assume all obligations and liabilities for provision of notice or payment in lieu of notice or any applicable penalties under the WARN Act or any similar state or local law arising on account of Buyer's acquisition of the Acquired Assets or termination after the Closing Date of any of the Transferred Employees. Buyer will indemnify Seller and its Affiliates and their respective Related Persons against and hold each of them harmless from any and all damages incurred or suffered by Seller or any of its Affiliates or any of their respective Related Persons with respect to the WARN Act or any similar state or local Law, arising as a result of Buyer's acquisition of the Acquired Assets or otherwise related to the Transferred Employees and arising after the Closing Date, that would constitute administrative and priority claims in the Bankruptcy Case. For the avoidance of doubt, Buyer does not assume obligations and liabilities for WARN Act compliance with respect to Excluded Assets or Seller's disposition thereof.

(b) Buyer shall not, at any time prior to ninety (90) days after the Closing Date, effectuate a "plant closing" or "mass layoff" (as those terms are defined in the WARN Act) affecting the Transferred Employees without complying in full with the WARN Act.

Section 7.4 Third Party Beneficiary. No provision of this Article 7 shall (a) create any third party beneficiary or other rights in any Employee or former employee (including any beneficiary or dependent thereof) of Seller, Buyer or any other Person, (b) constitute or create, or be deemed to constitute or create, an employment agreement or employee benefit plan, or (c) constitute or be deemed to constitute an amendment to any employee benefit plan sponsored or maintained by Seller or Buyer.

ARTICLE 8. TAXES.

Section 8.1 Taxes Related to Purchase of Assets. All recording and filing fees and all federal, state and local sales, transfer, excise, value-added or other similar Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, but excluding all income taxes and other fees based upon gain realized by Seller as a result of the sale of the Acquired Assets (collectively, “Transaction Taxes”), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and which are not exempt under Section 1146(c) of the Bankruptcy Code, shall be paid by Buyer. Buyer and Seller agree to cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement, and Seller agrees to assist Buyer reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

Section 8.2 Cooperation on Tax Matters.

(a) Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) Buyer agrees to retain possession, at its own expense, of all accounting, business, financial and Tax records and information (i) relating to the Acquired Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired Assets or the Assumed Liabilities before the Closing Date, for a period of at least six (6) years from the Closing Date, and will give Seller notice and an opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Buyer agrees that it will provide access to Seller and its attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to those portions of books, records, documents and other information that relate solely to the Acquired Assets or the Assumed Liabilities and time periods on or prior to Closing as Seller may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y) administer or complete any cases under Chapter 11 of the Bankruptcy Code of Seller. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets or the Assumed Liabilities as they existed on or before the Closing, unless such access cannot be limited to the appropriate information, in which case, Buyer may, at its reasonable discretion, retrieve electronic data compilations of the appropriate information.

(c) If Seller receives any refund, overpayment or rebate of Taxes (including any refund, overpayment or rebate relating to any Straddle Period) that is attributable to Taxes paid by Buyer, it shall promptly, and in no case later than ten (10) Business Days after receipt thereof, pay such refund, overpayment or rebate over to Buyer net of any reasonable cost or expense incurred in connection with such refund, overpayment or rebate.

(d) Seller shall prepare and file all Income Tax Returns for any Pre-Closing Taxes, whether or not such Tax Returns are required to be filed after the Closing Date, and Seller shall timely pay all Taxes reflected on such Tax Returns. Buyer shall prepare and file, or cause to be prepared and filed (with Seller's reasonable cooperation) all Tax Returns with respect to Post-Closing Taxes. Buyer and Seller shall reasonably cooperate in the preparation of any Tax Returns described in this Section 8.2(d).

Buyer and Seller will cooperate and Buyer shall use commercially reasonable efforts to cause the Buyer or any Buyer Acquisition Vehicle to be registered with the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") as a "manufacturer" for purposes of the Firearms Ammunition and Excise Tax on or before the Closing Date.

Section 8.3 Allocation of Purchase Price. Promptly (and in any event within sixty (60) days) following the Closing Date, Seller shall deliver a schedule to Buyer allocating the Purchase Price among the Acquired Assets (the "Allocation"). Seller and Buyer will cooperate to resolve any disputes regarding the Allocation and to file with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation, and the Allocation shall be reflected on any Tax Returns required to be filed as a result of the transactions contemplated by this Agreement.

ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.

Section 9.1 Conditions Precedent to Performance by Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 9.1(c)(i) and Section 9.1(c)(ii)) may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Section 4.2 shall be accurate in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a material adverse effect on Buyer's ability to perform its obligations hereunder, and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Good Faith Deposit and the Gross Closing Cash Payment in accordance with the terms of this Agreement, which obligations shall be performed in all respects), and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date. The applicable waiting period under the HSR Act, if applicable, shall have expired or terminated.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Cure of Defaults. At or prior to the Closing, any and all defaults under the Assumed Contracts and Assumed Lease (other than Qualifying Excluded Contracts and Leases) that are required to be cured under the Bankruptcy Code shall have been cured, so that such Assumed Contracts and Assumed Leases may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(f) Buyer's Deliveries. Buyer shall have delivered to Seller all of the items set forth in Section 3.3.

Section 9.2 Conditions Precedent to Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 9.2(c)(i) and Section 9.2(c)(ii)) may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. All representations and warranties made by Seller in Section 4.1 shall be accurate in all material respects on and as of the Closing Date as if again made by Seller on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(b) Performance of the Obligations of Seller. Seller shall have performed all obligations required under this Agreement to be performed by it on or before the Closing Date, other than failures of performance (i) that do not result in a Material Adverse Effect or (ii) under those obligations of Seller set forth in Section 6.2(d), and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(c) Consents and Approvals.

(i) The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date; and

(ii) The applicable waiting period under the HSR Act, if applicable shall have expired or terminated.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Seller's Deliveries. Seller shall have delivered to Buyer all of the items set forth in Section 3.2.

ARTICLE 10. TERMINATION.

Section 10.1 Conditions of Termination. This Agreement may be terminated at any time before the Closing:

(a) By mutual written consent of Seller and Buyer;

(b) By Seller, by notice to Buyer, on or after the date that is 150 calendar days after the Petition Date (the "Warranty Termination Date"), if the condition contained in Section 9.1(a) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(b) if Seller is then in material breach of this Agreement;

(c) By Seller, by notice to Buyer, if Seller has previously provided Buyer with written notice of Buyer's failure to perform any material covenant of Buyer contained in this Agreement and Buyer has failed within five (5) days after such notice to perform such covenant; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(c) if Seller is then in material breach of this Agreement;

(d) By Seller, by notice to Buyer, on or after the date that is 150 calendar days after the Petition Date (the "Approval Termination Date"), if any condition contained in Section 9.1(c) or Section 9.1(d) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(d) if Seller is then in material breach of this Agreement;

(e) By Buyer, by notice to Seller, on or after the Warranty Termination Date, if the condition contained in Section 9.2(a) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(e) if Buyer is then in material breach of this Agreement;

(f) By Buyer, by notice to Seller, if Buyer has previously provided Seller with written notice of a failure to perform any material covenant of Seller contained in this Agreement and Seller has failed within five (5) days after such notice to perform such covenant; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(f) if Buyer is then in material breach of this Agreement;

(g) By Buyer, by notice to Seller, after the Approval Termination Date, if any condition contained in Section 9.2(c) or Section 9.2(d) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(g) if Buyer is then in material breach of this Agreement;

(h) By Buyer, by notice to Seller, or by Seller, by notice to Buyer, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Case into a case under Chapter 7 of the Bankruptcy Code, appointing a trustee in the Bankruptcy Case, or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or the occurrence of any of the foregoing;

(i) By Seller, five (5) Business Days after notice to Buyer, if the Bankruptcy Court has not entered the Sale Order by the date that is 60 calendar days after the Petition Date; and

(j) Automatically, upon the earlier of (i) Seller consummating an Alternative Transaction, and (ii) sixty (60) days following the date upon which the Bankruptcy Court issues a Final Order approving an Alternative Transaction.

Section 10.2 Effect of Termination; Remedies.

(a) In the event of termination pursuant to Section 10.1, this Agreement shall become null and void and have no effect (other than Article 10, Article 11, and Article 12, which shall survive termination), with no liability on the part of Seller or Buyer, or their respective Affiliates or Related Persons, with respect to this Agreement, except for (i) the liability of a party for its own expenses pursuant to Section 11.4, (ii) the obligation of Buyer under Section 6.1(a), (iii) any liability provided for in Section 10.2(b) through Section 10.2(ed), inclusive.

(b) If this Agreement is terminated pursuant to Section 10.1(a), Section 10.1(d), Section 10.1(e), Section 10.1(f), Section 10.1(g), Section 10.1(h), Section 10.1(i) or Section 10.1(j), then the Good Faith Deposit shall, within three (3) Business Days, be returned by Seller to Buyer.

(c) If this Agreement is terminated pursuant to Section 10.1(b) or Section 10.1(c), then Seller may, at its sole election within three (3) Business Days, retain the Good Faith Deposit, as liquidated damages (the "Liquidated Damages Fee").

(d) Notwithstanding anything to the contrary herein, but without limitation to the right to enforce covenants as set forth in Article VI (if the Closing shall have occurred) (i) Seller's entitlement to the Liquidated Damages Fee (to the extent provided for in this Agreement) will constitute liquidated damages (and not a penalty) and, if Seller retains such amount, then notwithstanding anything to the contrary contained herein, such Liquidated Damages Fee shall be the sole and exclusive remedy available to Seller and any other Person against Buyer, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Buyer, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby, and (ii) Buyer's entitlement to the reimbursement of the Good Faith Deposit (to the extent provided for in this Agreement) shall be the sole and exclusive remedy (at law, in equity or otherwise) available to Buyer and any other Person against Seller, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Seller, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby. Each Party acknowledges that the agreements contained in this Section 10.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

ARTICLE 11. MISCELLANEOUS.

Section 11.1 Successors and Assigns. Prior to the Closing, neither Buyer nor Seller shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that if Buyer wishes, upon prior written notice to Seller, to assign its rights, obligations and liabilities hereunder no later than ten (10) days prior to the Closing Date to a Buyer Acquisition Vehicle, such prior written consent of Seller shall not unreasonably be withheld, conditioned or delayed. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

Section 11.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

Section 11.3 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.4.

Section 11.4 Expenses. Except as expressly otherwise provided herein, each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated. Buyer shall pay the cost of any surveys (without limitation to the restriction in Section 5.1(b)(i)), title insurance policies and title reports ordered by Buyer.

Section 11.5 Broker's and Finder's Fees. Each of the parties to this Agreement represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement other than as set forth on Schedule 11.5, whose fees and expenses shall, as between the parties to this Agreement, be the responsibility of the party indicated on Schedule 11.5, and, to such party's Knowledge, no other broker or other Person is entitled to any commission or broker's or finder's fee in connection with any of the transactions contemplated by this Agreement or the Ancillary Agreements. For all purposes under this

Agreement, unless otherwise specified in the applicable clause, any obligation of Seller to exercise commercially reasonable efforts shall not require the incurrence of any out-of-pocket expenses by Seller.

Section 11.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 11.7 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Barnes Acquisition LLC
200 Industrial Park Rd.
Kearsey, PA 15846
Attention: Brandon Graves. Chief Executive Officer
Email: bgraves@sinterfire.com

With a copy to (which copy alone shall not constitute notice):

Sterlington, PLLC
228 Park Avenue
New York, New York 10003
Attention: Christopher Harrison, Esq.
Email: ch@sterlington.net

(b) Any party may change its address for the purpose of this Section 11.8 by giving the other party written notice of its new address in the manner set forth above.

Section 11.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 11.9 Time of Essence. Time is of the essence in the performance of each and every term of this Agreement.

Section 11.10 Public Announcements. Promptly after the execution and delivery of this Agreement, the parties shall make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Thereafter, no party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed) unless a press release or public announcement is required by Law or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing party agrees to give the nondisclosing party prior notice of, and an opportunity to comment on, the proposed disclosure. Notwithstanding anything to the contrary in this Section 11.10, Seller (a) shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and (b) may disclose this Agreement to its equityholders and lenders to the extent required by the provisions of any of Seller's bylaws, credit agreements and other pre-existing contractual obligations.

Section 11.11 Entire Agreement. This Agreement (including the Ancillary Agreements referenced herein), the Sale Order and the Confidentiality Agreement contain the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules to this Agreement and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

Section 11.12 Parties in Interest. Nothing in this Agreement is intended to or shall

confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns; provided that, an Other Buyer shall have the right to access certain records in accordance with Section 1.1(s). Nothing in this Agreement is intended to or shall relieve or discharge the obligations or liability of any third Persons to Seller or Buyer. This Agreement is not intended to nor shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

Section 11.13 Bulk Sales Laws. Buyer waives compliance by Seller and Seller waives compliance by Buyer, with the provisions of the “bulk sales”, “bulk transfer” or similar laws of any state other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

Section 11.14 Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. As used in this Agreement, the word “including” and its derivatives means “without limitation” and its derivatives, the word “or” is not exclusive and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole.

Section 11.15 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

ARTICLE 12. DEFINITIONS.

Section 12.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Alternative Transaction” means Seller consummating one or more transaction or series of transactions, whether a going concern sale, liquidation or otherwise, that involves a sale of all or substantially all of the Business or the Acquired Assets by Seller to a purchaser or purchasers other than Buyer.

“Ancillary Agreements” means, collectively, the Assignment and Assumption Agreements, Assignment and Assumption of Lease, Acquired Intellectual Property Assignments, quitclaim deeds, and other certificates, affidavits and releases delivered pursuant to Article 3.

“Antitrust Law” means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other Laws and Orders, that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

“ATF” means the United States Bureau of Alcohol, Tobacco, Firearms and Explosives.

“ATF Licenses” means all of those licenses issued by ATF as provided by the GCA and the GCA’s implementing regulations that are necessary for Buyer to conduct the Business as currently conducted.

“Avoidance Actions” means any and all causes of action, claims and remedies of Seller under Sections 510 and 542 through 553¹ of the Bankruptcy Code, together with the proceeds thereof and property received thereby or under similar state laws including, without limitation, fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in- possession under the Bankruptcy Code.

“Brand Names” means the trademarks listed on Schedule 12.1(a), alone and in combination with other words, graphics and designs, and all variations, derivatives, abbreviations, transliterations, and translations thereof, and including all rights throughout the world in said terms as trade names, trademarks, corporate names, business names and service marks, together with all registered and unregistered rights in the aforementioned and the goodwill associated with all of the foregoing, including without limitation the trademark and domain name registrations of the Business.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by Law or other governmental action to close.

“Business Name” means “Barnes Bullets” alone and in combination with other words, graphics and designs, and all variations, derivatives, abbreviations, transliterations, and translations thereof, and including all rights in said term as a trade name, trademark, corporate name, business name and service mark, together with all registered and unregistered rights in the aforementioned and the goodwill associated with all of the foregoing, including without limitation the trademark and domain name the registrations set forth on Schedule 12.1(a), and any confusingly similar variation, derivative or transaction thereof.

“Buyer Acquisition Vehicle” means a Creditworthy entity that is wholly-owned and controlled by Sinterfire, Inc.

“Cash” means all cash and cash equivalents held by Seller, including all petty cash, register cash, undeposited checks, cash in transit and marketable securities, in each case as of immediately prior to the Closing (and including without limitation (i) the Good Faith Deposit, (ii) the Net Closing Cash Payment, (iii) any fee reserves or escrows established by Seller, and (iv) any cash in the Dominion Account (as defined in the Priority Term Loan)).

“Claims” encompasses the definition in Bankruptcy Code §101(5) and under this Agreement also includes any and all liabilities, rights, credits, defenses, allowances, rebates, choses in action, rights of recovery, set-off, causes of action, civil or criminal, any contributions received from or owed to charitable or other organizations, assertions of legal or moral responsibility, in each case known or unknown, pending or threatened, at law or in equity, direct or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or

¹ Note to Matt: This deletion conforms to Kanders.

inchoate, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or unasserted actions against Seller or any of its Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, indenture, note, bond, lease, license, premium finance arrangement, purchase order, sales order or other agreement to which Seller is a party; provided that Contracts do not include any Lease or any employment or similar Contracts.

“COVID Restrictions” means quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or any other applicable Law, order, directive, guideline or recommendation by any Government of competent jurisdiction.

“Creditworthy” means sufficiently capitalized, to the reasonable satisfaction of Seller upon provision to Seller of substantiating documentary evidence, to be able to pay the Gross Closing Cash Payment.

“D&O Insurance” means the policies in effect as of the Effective Date that provides for insurance from liability for current and former directors and officers of Seller, including insurance from liabilities with respect to all claims (including, under “tail” insurance coverage, those claims brought within six (6) years from the Closing Date) arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated by this Agreement).

“DIP Facility” means any debtor-in-possession financing advanced to Seller in the Bankruptcy Case.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, surveys, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“Employee Benefit Plans” means (a) all “employee benefit plans,” as defined in Section 3(3) of ERISA, (b) all employment, consulting or other individual compensation agreements, and (c) all bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs or other plans, contracts, policies or arrangements that provide for compensation for employee benefits as to which Seller has any obligation or liability, contingent or otherwise.

“Employee Liabilities” means all liabilities of Seller to or with respect to all Employees whenever arising and liabilities of the type specified in Section 1114 of the Bankruptcy Code owing to retired employees of Seller

“Employee Records” means all employment and benefit records (in whatever form maintained) in the possession of Seller or its agents and pertaining to any Transferred Employee, or any spouse, dependent or other beneficiary of any such Transferred Employee.

“Employees” means all individuals, as of the date of this Agreement, who are employed by Seller (including Employees who are absent due to COVID Restrictions or vacation, family leave, short-term disability, COVID 19-related furloughs or absences or other approved leave of absence) in connection with the ownership, operation and management of the Business.

“Environmental Laws” means all applicable federal, state and local statutes, ordinances, rules, Orders, regulations and other provisions having the force of law, all judicial and administrative Orders and determinations, and all common law concerning pollution or protection of human health and the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Employee Liabilities” means all Employee Liabilities other than the Assumed Employee Liabilities.

“Exit Term Loan” means that certain Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of February 21, 2020, and that certain Amendment No. 5, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“FILO Facility” means that certain First Lien Last-Out Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of October 11, 2019, that certain Amendment No. 5 dated as of February 21, 2020, and that certain Amendment No. 6, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“Final Order” means an Order, ruling or judgment of any court of competent jurisdiction that has not been reversed, stayed, modified or amended, and as to which no appeal, petition for certiorari, motion or petition for rehearing or reargument is pending, and the deadline for any such filing has expired.

“GCA” means Gun Control Act of 1968 (Chapter 44 of Title 18, United States Code § 921 et seq).

“Government” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, or any state, county or municipality thereof, including the employees or agents thereof.

“Historic Firearms Books and Records” means all historic books and records relating to the sale of firearms included in the Acquired Assets, including all records required to be kept pursuant to parts 447, 478, and, 479 of title 27, Code of Federal Regulations.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Income Tax” means any Tax based on, imposed on or measured by income, gross receipts or profits, including any interest, penalty or other addition with respect thereto.

“Income Tax Return” means any Tax Return with respect to Income Taxes.

“Intellectual Property” means throughout the world (1) all intellectual property arising from or in respect of the following: (a) all patents and applications therefore, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, (b) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names, websites, social media accounts and handles, and corporate names and general intangibles of a like nature, including the Business Name, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (c) copyrights and registrations and applications therefore and works of authorship, and mask work rights, (d) all Software of Seller, (e) confidential information, know-how, research and development work product, trade secrets and inventions, and (f) all other intellectual property, (2) Seller’s rights pursuant to any Contract with Remington Licensing Corporation and (3) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of Seller’s rights or interests in intellectual property that is not an Excluded Asset and any related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Intellectual Property and collect damages therefor.

“Intercompany Note” means that certain Amended and Restated Promissory Note issued on April 18, 2019, for the principal amount of \$100,000,000, by Remington Arms Company, LLC in favor of FGI Holding Company, LLC.

“Interests” means all rights and entitlements of any nature including, without limitation, security interests, assignments of Liens or Claims, licenses, leases, contract rights, indentures, instruments, licenses, options, escheatment, abandoned property, unclaimed property, covenants, conditions, zoning, planning and any other restrictions, easements, encroachments, Permits or other interests in property or limitations on the use of real property or irregularities in title, rights of first refusal, rights to injunctive or other legal relief, any attributes of ownership, rights or restrictions of any kind and nature, whenever incurred, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, matured or unmatured, legal or equitable (which Interests may also be Liens or Claims).

“Knowledge” or any other similar term or knowledge qualification means, with respect to (i) Seller, the actual conscious knowledge of any of Ken D’Arcy (President and Chief Executive Officer of ROC), Mark Little (Vice President and Chief Financial Officer of ROC), or Gregory Christensen (Plant Manager, Barnes Bullets LLC) as of the date the applicable representation or warranty is made or deemed made under this Agreement and (ii) Buyer, the actual conscious knowledge of Brandon Graves (Chief Executive Officer of SinterFire Inc.), or Mike Sloff (Chief Operating Officer of SinterFire Inc.), as of the date the applicable representation or warranty is made or deemed made under this Agreement.

“Leased Real Property” means all leasehold or subleasehold estates and other rights of Seller to possess, use or occupy (or to grant others the right to possess, use or occupy) any land, buildings, structures, improvements, fixtures or other interest in real property, in each of the foregoing cases, to the extent possessed, used or occupied in connection with the Business.

“Leasehold Improvements” means all buildings, structures, improvements and fixtures that are owned by Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.

“Leases” means all leases, ground leases, subleases, licenses and other agreements, including all amendments, extensions, renewals, and other agreements with respect thereto, pursuant to which Seller has the right to possess, use, lease or occupy (or to grant others the right to possess, use or occupy) any Leased Real Property.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement, other than a lessor’s interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor’s interest in, property underlying any leases.

“Material Adverse Effect” means a state of facts, event, change or effect on the value of the Acquired Assets that results in a material and adverse effect on the value of the Acquired Assets taken as a whole, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (A) changes resulting from, or from any motion, application, pleading or Order filed relating to, the Bankruptcy Case; (B) any action of Seller taken pursuant to, or any failure of Seller to take any action prohibited by, any Order of the Bankruptcy Court, this Agreement or any of the Ancillary Agreements to which Seller is a party; (C) the public disclosure of this Agreement or any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby, (D) changes, after the Effective Date, in United States generally accepted accounting principles, (E) changes in general United States economic, monetary or financial conditions, including changes in prevailing interest rates, credit availability, and the credit markets generally, as well as changes in the commercial real estate markets in the geographic regions in which Seller operates the Business, (F) changes in the firearms, ammunition or sporting goods industries in general, (G) any acts of God, natural disasters, terrorism, armed hostilities, war (whether or not declared) or (H) any occurrence, outbreak, escalation or worsening of, or furloughs or Government actions (including any then-applicable COVID Restrictions) instituted in response to, any epidemic, pandemic or other disease (including without limitation the COVID-19 pandemic).

“Owned Real Property” means all land and all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto, owned by Seller and used in the ownership, operation or management of the Business.

“Pension Plan” means Remington Arms Company, LLC Pension and Retirement Plan, (f/k/a Remington Arms Company, Inc. Pension and Retirement Plan), as amended from time to time, whereby the Marlin Firearms Co. Employees’ Pension Plan (a/k/a Marlin Firearms Company Employees Pension Plan), as amended from time to time, was merged into the Remington Arms Company, LLC Pension and Retirement Plan.

“Permit” means any permit, license, authorization, registration or certificate obtained from any Government.

“Permitted Liens” mean: (a) Liens and Interests consisting of (i) current Taxes and assessments not yet due and payable, or Liens for Taxes that are being contested in good faith by appropriate legal proceedings and for which appropriate reserves under GAAP have been established in the Balance Sheets, (ii) all easements, rights-of-way, servitudes, covenants, conditions, restrictions, obligations and other similar matters of record affecting title to real property, (iii) statutory, common law or contractual liens of landlords, and (iv) the applicable zoning and use regulations or other Laws of any Government, in each case, that do not materially affect the current use of the underlying asset and are not violated in any material respect by the current use or occupancy of the Assumed Leased Real Property or the operation of the Business as currently conducted thereon; (b) any imperfection of title with respect to any asset that does not materially interfere with the present occupancy, use or marketability of such asset and the continuation of the present occupancy or use of such asset; (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances that are not created pursuant to mortgages or other financing or security documents, or any other state of facts, that do not materially interfere with the present occupancy of use of an asset; and (d) all terms, conditions and restrictions under any applicable Permits..

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

“Plan” means a Joint Chapter 11 Plan filed by Seller with the Bankruptcy Court.

“Post-Closing Taxes” means any (i) Taxes, other than Transaction Taxes, imposed on the Acquired Assets in respect of a taxable period (or portion thereof) beginning after the close of business on the Closing Date and (ii) excise taxes of Seller attributable to the Business whether or not deferred that relate to periods after Closing.

“Pre-Closing Excise Taxes” means any excise Taxes paid, payable, or that become payable, in connection with Seller or any of its Affiliates or relating to the Business (whether or not deferred), in respect of a taxable period (or portion thereof) prior to or as of the close of business on the Closing Date.

“Pre-Closing Taxes” means any Income Taxes and other Taxes (but excluding all Pre-Closing Excise Taxes) paid, payable, or that become payable, in connection with Seller or any of its Affiliates or relating to the Business (whether or not deferred), in respect of a taxable period (or

portion thereof) prior to or as of the close of business on the Closing Date.

“Priority Term Loan” means that certain Loan and Security Agreement, dated as of April 18, 2019 (as amended by that certain Amendment No. 1, dated May 1, 2019, that certain Amendment No. 2, dated June 24, 2019, that certain Amendment No. 3, dated August 15, 2019, that certain Amendment No. 4, dated October 11, 2019, that certain Amendment No. 5, dated February 21, 2020, and that certain Amendment No. 6, dated March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto, Cantor Fitzgerald Securities, as administrative agent and initial collateral agent, and the lenders party thereto.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

“Retained Litigation” means all litigation and Claims arising or related to events on or prior to the Closing.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all Documents related to any of the foregoing.

“State of Alabama Project Development Liabilities” means all liabilities under that certain Project Agreement dated as of February 17, 2014, by and between the State of Alabama and ROC, as amended or otherwise modified from time to time.

“Straddle Period” means any taxable period beginning on or prior to, and ending after, the Closing Date.

“Subsidiary(ies)” means, when used with respect to any specified Person, any other Person (a) of which the specified Person or any Subsidiary thereof is a general partner, (b) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (c) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise (whether or not deferred), franchise, gross

receipts, occupation, real and personal property, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature, whether arising before, on or after the Closing Date; and “Tax” shall mean any one of them.

“Utah Lease” means that certain leasehold interest in the real property of the Business located at 38 N. Frontage Road, Mona, Utah, 84645 pursuant to that certain Agreement of Lease dated December 31, 2009 by and between BCR Enterprises Ltd. and Barnes Bullets, LLC, as successor in interest to BB Acquisitions Holding, LLC, as amended by that certain Amendment No. 1 to Agreement of Lease dated December 1, 2019.

Section 12.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term:</u>	<u>Section</u>
Acquired Assets	Section 1.1
Acquired Intellectual Property	Section 1.1(k)
Acquired Intellectual Property Assignment	Section 3.2(d)
Affiliate	Section 12.1
Agreement	<i>Preamble</i>
Allocation	Section 8.3
Alternative Transaction	Section 12.1
Antitrust Law	Section 12.1
Approval Termination Date	Section 10.1(d)
Assignment and Assumption Agreement	Section 3.2(b)
Assignment and Assumption of Lease	Section 3.2(c)
Assumed Benefit Plans	Section 1.1(f)
Assumed Business Contracts	Section 1.1(h)
Assumed Contracts	Section 1.1(i)
Assumed FF&E Leases	Section 1.1(d)
Assumed Policy Rights	Section 1.1(g)
Assumed Leased Real Property	Section 1.1(b)
Assumed Leases	Section 1.1(a)
Assumed Liabilities	Section 1.3
Assumed Motor Vehicle Leases	Section 1.1(f)
Avoidance Actions	Section 12.1
Bankruptcy Case	<i>Recitals</i>
Bankruptcy Code	<i>Recitals</i>
Bankruptcy Court	<i>Recitals</i>
Bidding Procedures Motion	<i>Recitals</i>
Bidding Procedures Order	<i>Recitals</i>
Liquidated Damages Fee	Section 10.2(c)
Business	<i>Recitals</i>
Business Day	Section 12.1
Business Name	Section 12.1
Buyer	<i>Preamble</i>
Buyer Acquisition Vehicle	Section 12.1

Cash.....	Section 12.1
Claims	Section 12.1
Closing	Section 3.1
Closing Date.....	Section 3.1
Code	Section 12.1
Confidentiality Agreement.....	Section 5.1(b)
Contract.....	Section 12.1
COVID Restrictions.....	Section 12.1
Creditworthy	Section 12.1
Cure Amount.....	Section 1.5(a)

Customer Order.....	Section 1.1(l)
Documents	Section 12.1
DOJ	Section 5.3(b)
Effective Date	<i>Preamble</i>
Employee Benefit Plans.....	Section 12.1
Employee Liabilities	Section 12.1
Employee Records	Section 12.1
Employees.....	Section 12.1
Environmental Laws	Section 12.1
ERISA	Section 12.1
Excluded Assets	Section 1.2
Excluded Employee Liabilities	Section 12.1
Excluded Insurance Policies	Section 1.2(a)
Excluded Liabilities	Section 1.4
Final Order.....	Section 12.1
Good Faith Deposit.....	Section 2.2(a)
Government.....	Section 12.1
Gross Closing Cash Payment.....	Section 2.1(a)
Intellectual Property.....	Section 12.1
Intercompany Note.....	Section 12.1
Interests	Section 12.1
Inventory	Section 1.1(n)
Law	Section 4.1(c)
Leased FF&E	Section 1.1(d)
Leased Motor Vehicles	Section 1.1(f)
Leased Real Property	Section 12.1
Leasehold Improvements	Section 12.1
Leases.....	Section 12.1
Lien	Section 12.1
Material Adverse Effect.....	Section 12.1
Material Permits.....	Section 4.1(i)
Necessary Consent.....	Section 1.6
Net Closing Cash Payment	Section 2.2(b)
Other Buyer.....	Section 1.1(t)
Order	Section 4.1(c)
Owned FF&E	Section 1.1(c)
Owned Motor Vehicles.....	Section 1.1(e)
Owned Real Property.....	Section 12.1
Pension Plan.....	Section 12.1
Permitted Liens	Section 12.1
Person.....	Section 12.1
Petition Date.....	<i>Recitals</i>
Plan	Section 12.1
Pre-Closing Excise Taxes	Section 12.1
Priority Term Loan	Section 12.1
Purchase Orders	Section 1.1(l)

Purchase Price.....	Section 2.1
Qualifying Excluded Contracts and Leases	Section 1.5(d)
Related Person	Section 12.1
Retained Litigation.....	Section 12.1
ROC	Preamble
Sale Hearing.....	Section 1.6(a)
Sale Order	<i>Recitals</i>
Seller	Preamble
Seller’s Knowledge.....	Section 12.1
Software	Section 12.1
State of Alabama Project Development Liabilities.....	Section 12.1
Subsidiary(ies)	Section 12.1
Tax Return	Section 12.1
Taxes.....	Section 12.1
Transaction Taxes	Section 8.1
Transferred Employees	Section 7.1
WARN Act.....	Section 7.3(a)
Warranty Termination Date	Section 10.1(b)

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER

BARNES ACQUISITION LLC

By: Michael Somma
Name: Michael Somma
Title: Secretary

ROC

REMINGTON OUTDOOR COMPANY, INC.

By: _____
Name:
Title:

SUBSIDIARIES OF ROC

FGI OPERATING COMPANY, LLC

By: _____
Name:
Title:

FGI HOLDING COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C. S-

By: _____
Name:
Title:

FGI FINANCE INC.

By: _____
Name:
Title:

HUNTSVILLE HOLDINGS LLC

By: _____
Name:
Title:

TMRI, INC.

By: _____
Name:
Title:

REMINGTON ARMS DISTRIBUTION COMPANY, LLC

By: _____
Name:
Title:

32E PRODUCTIONS, LLC

By: _____
Name:
Title:

S-

DISCLOSURE SCHEDULES
to
ASSET PURCHASE AGREEMENT
by and among
BARNES ACQUISITION, LLC
and
REMINGTON OUTDOOR COMPANY, INC.
and
EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.
Dated as of September 26, 2020

These Disclosure Schedules (these “Schedules” and each a “Schedule”) are furnished pursuant to the Asset Purchase Agreement (the “Agreement”), dated as of September 26, 2020, by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to the Agreement (collectively with ROC, “Seller”), and Barnes Acquisition, LLC (“Buyer”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement, unless the context otherwise requires.

These Schedules are hereby incorporated in and made a part of the Agreement as if set forth in full therein and are an integral part of the Agreement. The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever (including any violation of law or breach of contract). These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties or covenants of the Seller contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. In disclosing the information in these Schedules, Seller does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. The disclosures in these Schedules are to be taken as relating to the representations and warranties as a whole, notwithstanding the fact that these Schedules are arranged by sections corresponding to the sections in the Agreement, or that a particular section of the Agreement makes reference to a specific section of the Schedules, and notwithstanding that a particular representation and warranty may not make a reference to the Schedules. Disclosure of an item on one Schedule shall be deemed disclosure on all other Schedules to the extent that the relevance of such disclosure is readily apparent from its text.

Neither the specification of any dollar amount in any representation or warranty nor the disclosure of a document or information in these Schedules is intended, or shall be construed or offered in any dispute between the parties to the Agreement as evidence of, the materiality of such dollar amount, document or information, nor does it establish any standard of materiality upon which to judge the inclusion or omission of any similar documents or information in such Schedule or any other Schedule. The headings and descriptions of the disclosures herein are for convenience of reference only and are not intended and do not alter the meaning of any provision of the Agreement or these Schedules.

Schedule 1.1(h)
Assumed Business Contracts

Primarily Relates to	Location / Function	Contract Counter Party	Services Provided	Type	Inception Date	Expiration Date
Barnes	Barnes	BCR Enterprises Ltd	Lease agreement for the Mona, UT facility	Lease	01/01/20	12/31/29
Barnes	Sales	Norma Precision AB	International Sales Related	Contract	08/05/19	10/31/29
Barnes	Sales	Sako Ltd.	International Sales Related	Contract	07/01/14	10/31/24

Schedule 1.1(k)
Intellectual Property

1. Trademarks

See attached Trademarks list.

2. Patents

Owner	Patent Number	Description
RA Brands, LLC	8,752,484	THREE COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	8,950,333	MULTI-COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,207,052	THREE COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,366,512	MULTI-COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands, LLC	16/824,840	AMMUNITION CARTRIDGE
RA Brands, LLC	63/017,129	LOW DRAG, HIGH DENSITY CORE PROJECTILE

3. Patent Applications

Owner	Application Number	Description
RA Brands, LLC	63/017,129	LOW DRAG, HIGH DENSITY CORE PROJECTILE

4. Domain Names

barnesbullets.com

5. Copyrights

None.¹

¹ *Note to Draft:* To be updated by Seller prior to closing.

Schedule 1.2(r)
Excluded Assets

1. None

Schedule 1.3(g)
Assumed Liabilities

1. None.

Schedule 1.4(l)
Excluded Liabilities

1. None

Schedule 1.5(a)
Estimated Cure Amount

Primarily Relates to	Location / Function	Contract Counter Party	Services Provided	Type	Inception Date	Expiration Date	Cure Costs ⁽¹⁾	Barnes Only AP Amount as of 09/2220 ⁽¹⁾
Barnes	Barnes	BCR Enterprises Ltd	Lease agreement for the Mona, UT facility	Lease	01/01/20	12/31/29	N/A	N/A
Barnes	Sales	Norma Precision AB	International Sales Related	Contract	08/05/19	10/31/29	N/A	N/A
Barnes	Sales	Sako Ltd.	International Sales Related	Contract	07/01/14	10/31/24	N/A	N/A

Notes:

(1) Amounts represent what has been recorded in the accounts payable ledger as of the petition date, noting that "N/A" means the Cure Cost is \$0. These figures do not include (i) future commitments under the contracts, (ii) amounts due under development agreements, (iii) future commitments under any purchase orders and (iv) goods received and not invoiced. The Debtors are continuing to review and reconcile pre-petition liabilities and cure costs; all amounts are subject material change.

Schedule 4.1(g)
Compliance with Law

1. None

Schedule 4.1(h)
Contract and Lease Default

1. None.

Schedule 4.1(i)
Material Permits

a. Environmental

<u>Site</u>	<u>Type of Permit</u>	<u>Permit/ID #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee</u>
Mona, UT	Storm Water - No exposure verification	DWQ-2018-003098	State of Utah Division of Water Quality	Barnes Bullets
Mona, UT	Waste Water Permit Application	In-process	State of Utah Division of Water Quality	Barnes Bullets LLC
Mona, UT	Air Permit (Small source exemption)	DAQE-EN157070001-17	State of Utah Department of Environmental Quality	Barnes Bullets
Sturgis, SD	General Surface Water Discharge Permit	SDPG00020	South Dakota Department of Environment and Natural Resources	Remington Arms dba Dakota Arms
Mona, UT	Certificate of Occupancy	776	County of Juab	Barnes Bullets

b. Special Tax Stamps and Federal Firearms Licenses

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Mona, UT	2021 Special Tax Stamp		U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets LLC
Mona, UT	Federal Firearms License	9-87-023-10-2D-01362	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets
Mona, UT	Federal Firearms License	9-87-023-11-3E-02484	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets

c. Import/Export

<u>Business Area</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ammunition	Application and Permit for Importation of Firearms, Ammunition and Implements of War	202000369	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets LLC
Ammunition	Application and Permit for Importation of Firearms, Ammunition and Implements of War	201905119	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Barnes Bullets LLC
Ammunition	Export License (Ruag Ammotec GmbH)	D1198672	U.S. Dept. of Commerce, Bureau of Industry and Security	Remington Arms Company, LLC
Ammunition	Export License (Norma Precision AB)	D1199664	U.S. Dept. of Commerce, Bureau of Industry and Security	Remington Arms Company, LLC
Ammunition	Export License (Sako Ltd)	D1197823	U.S. Dept. of Commerce, Bureau of Industry and Security	Remington Arms Company, LLC
Ammunition	Annual Import Permit	PA074380/A	Natural Resources, Canada	Barnes Bullets LLC

d. Transportation

<u>Business Area</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Ammunition	Classification of Explosives	EX2018012057	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration	Barnes Bullets




Schedule 11.5
Brokers and Finders

1. Ducera Partners.

Schedule 12.1(a)
Business Name

1. The information in Schedule 1.1(k)(1) is hereby incorporated by reference.

Trademark List

Country	Trademark	Image	Record Owner	Status	Class	Goods	Appln. No.
United States	BARNES		Barnes Bullets, LLC	Registered	03 Int.	Cleaning preparations for use in cleaning firearms	85/811,775
United States	BARNES		Barnes Bullets, LLC	Registered	13 Int.	Ammunition; bullets for reloading; gun cases	85/811,776
United States	BARNES		Barnes Bullets, LLC	Registered	14 Int.	Paracord survival bracelets	85/811,779
United States	BARNES		Barnes Bullets, LLC	Registered	16 Int.	Firearm ammunition reloading manuals	85/811,780
United States	BARNES		Barnes Bullets, LLC	Registered	18 Int.	Sportsman's hunting bags	85/811,782
United States	BARNES		Barnes Bullets, LLC	Registered	25 Int.	Hats, T-shirts, sweatshirts and hooded shirts	85/811,785
United States	BARNES Logo		Barnes Bullets, LLC	Registered	03 Int.	Cleaning preparations for use in cleaning firearms	85/811,786
United States	BARNES Logo		Barnes Bullets, LLC	Registered	13 Int.	Ammunition; bullets for reloading; gun cases	85/811,788
United States	BARNES Logo		Barnes Bullets, LLC	Registered	16 Int.	Firearm ammunition reloading manuals	85/811,792



United States	BARNES Logo		Barnes Bullets, LLC	Registered	18 Int.	Sportsman's hunting bags	85/811,791
United States	BARNES Logo		Barnes Bullets, LLC	Registered	25 Int.	Hats, T-shirts, sweatshirts and hooded shirts	85/811,774
United States	BARNES TSX		Barnes Bullets, LLC	Registered	13 Int.	Bullets	77/786,189
United States	EXPANDER		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	78/730,460
United States	RANGE AR		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	86/494,262
United States	TAC-XPD		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	85/853,573
United States	TSX		Barnes Bullets, LLC	Registered	13 Int.	Bullets	77/349,228
United States	VARMINT GRENADE		Barnes Bullets, LLC	Registered	13 Int.	Bullets; small arms projectiles; and ammunition	77/197,245
United States	VOR-TX		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	85/010,098
United States	X BULLET		Barnes Bullets, LLC	Registered	13 Int.	Bullets	74/044,793

EXHIBIT 1

(See attached Bidding Procedures Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-11

Joint Administration Requested

**ORDER ESTABLISHING BIDDING PROCEDURES RELATING
TO THE SALES OF ALL OR A PORTION OF THE DEBTORS' ASSETS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), seeking entry of this order (this “**Bidding Procedures Order**”) (i) approving the proposed bidding procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”);

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Bidding Procedures, as applicable.

(iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the procedures for the Debtors' selection of one or more stalking horse bidders (each, a "**Stalking Horse Bidder**"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the "**Auction**") if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the "**Sale Hearing**") to approve one or more Sales of the Acquired Assets; and (v) granting related relief; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections having been filed, or all objections having been resolved or overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended on July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and the provision of the Bid Protections to be determined, (ii) establish the Assumption and Assignment Procedures, (iii) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, (iv) schedule a date for the (a) Auction and (b) Sale Hearing; and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, including the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the "**Meyer Declaration**") and the *Declaration of Colin M. Adams in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the "**Adams Declaration**") are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

F. The Debtors are authorized to pay the break-up fee and expense reimbursement comprising the Bid Protections. The Bid Protections, to the extent payable under any Stalking Horse APA, (a)(x) are actual and necessary costs and expenses of preserving the Debtors' estate within the meaning of Section 503(b) of the Bankruptcy Code, and (y) shall be treated as allowed administrative claims against the Debtors' estates pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code, are commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidders, and (c) are fair, reasonable and appropriate, including in light of the size and nature of the Sale Transaction, the necessity to announce a sale transaction for the Acquired Assets, and the efforts that have been and will be expended by the Stalking Horse Bidders. The Bid Protections are a material inducement for, and condition of, each Stalking Horse Bidder's execution of the applicable Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under its Stalking Horse APA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

G. The Sale Notice and the Publication Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of Acquired Assets, including the sale of Acquired Assets free and clear of all liens, claims, and encumbrances, the Sale Transaction(s), the Bidding Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

H. The Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder(s), and no other or further notice is required.

I. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Acquired Assets and the related Cure Costs, and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.³
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

³ Notwithstanding anything to the contrary herein, the consummation of any Sale Transaction(s) is subject to entry of the Sale Order(s).

I. The Timeline for the Sale

3. The Debtors are authorized to proceed with the Sale Transaction(s) in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

4. Deadline **Action**

August 18, 2020 at 10:00 a.m. (prevailing Central Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
August 21, 2020	Sale Notice Mailing Date
August 21, 2020	Assumption and Assignment Service Date
September 1, 2020 at 4:00 p.m. (prevailing Central Time)	Sale Objection Deadline (defined below) excluding any objection based on identity of Stalking Horse Bidders, Successful Bidder or Backup Bidder or the form or substance of the Stalking Horse Bid, Successful Bid or Backup Bid
September 4, 2020 at 5:00 p.m. (prevailing Central Time)	Bid Deadline
September 8, 2020 at 12:00 p.m. (prevailing Central Time)	Reply Deadline (defined below)
September 8, 2020 by 4:00 p.m. (prevailing Central Time) or 14 days following service of the Supplemental Notice of Assumption and Assignment	Assumption and Assignment Objection Deadline (defined below) excluding any objection related to adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or Backup Bidder
September 17, 2020 at 10:00 a.m. (prevailing Central Time)	Auction
September 21, 2020	Post-Auction Notice
September 23, 2020 at 10:00 a.m. (prevailing Central Time)	Sale Hearing

5. For the avoidance of doubt, the Debtors reserve the right, and are authorized to, modify the above timeline and the Bidding Procedures (the “**Modifications**”) in accordance with the provisions of the Bidding Procedures; *provided, however*, that the Debtors shall consult with the Consultation Parties or, to the extent provided therein, the Bid Consultation Parties, with respect to any Modifications. The Committee’s right to request an extension of the above timeline for cause is expressly reserved.

II. The Bidding Procedures

6. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

7. The Debtors are authorized, in accordance with the Bidding Procedures, to require Diligence Parties to submit written indications of interest specifying, among other things, the Acquired Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party.

8. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the Bid Deadline shall be **September 4, 2020 at 5:00 p.m. (prevailing Central Time)**. Any disputes or objections to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (all as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing as set forth herein.

9. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **September 17, 2020 at 10:00 a.m. (prevailing Central Time)** virtually via video conferencing technology, or at such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.

10. The Prepetition Secured Creditors shall have the right, subject in all respects to the Bankruptcy Code and other applicable law and the satisfaction in cash or assumption of claims secured by senior liens, to credit bid all or any portion of their allowed secured claims pursuant to Section 363(k) of the Bankruptcy Code or other applicable law, in accordance with the applicable provisions of the Prepetition Credit Documents and any such credit bid shall be deemed a Qualified Bid subject to the Intercreditor Agreement (as defined in the D'Arcy Declaration); *provided, however,* that nothing herein or in the Bidding Procedures shall affect or in any way limit the right or ability of any party in interest, including the Committee, to object to the Prepetition Secured Creditors' right to credit bid, including the nature, amount, or scope of such credit bid, subject to the (a) applicable provisions of the Court's *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, (IV) Granting Related Relief, and (V) Scheduling A Final Hearing* Docket No. 90, including paragraph 20 and the Challenge Period (as defined therein), as the same may be modified in accordance with its terms and (b) Sale Objection Deadline (as defined below).

III. Stalking Horse Bidder and Bid Protections

11. In accordance with the Bidding Procedures, the Debtors may designate one or more Stalking Horse Bidders for the various segments of their business and may enter into an asset purchase agreement with each Stalking Horse Bidder (each, a "**Stalking Horse APA**"), subject to higher or otherwise better offers at the Auction, which establishes a minimum Qualified Bid at the Auction with respect to the assets that are the subject thereof.

12. Absent further order of the Court, the Stalking Horse APA shall (i) limit the break-up fee in favor of the Stalking Horse Bidder in the amount of no more than 3.5% of the cash consideration proposed to be paid at closing by the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Break-Up Fee**”); (ii) limit any reimbursement for the Stalking Horse Bidder’s and its attorneys’, accountants’, investment bankers’ and representatives’ documented fees and expenses actually and reasonably incurred in negotiating and documenting the Stalking Horse APA, and in preserving and protecting Stalking Horse Bidder’s rights and interests as buyer and lender in connection with the Chapter 11 Cases to an amount not to exceed 1.0% of the cash consideration proposed to be paid by at closing the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Expense Reimbursement**”); and/or (iii) set the initial overbid protection (the “**Minimum Overbid Increment**” and, together with the Break-Up Fee and the Expense Reimbursement, the “**Bid Protections**”) in amounts to be determined by the Debtors in accordance with the Bidding Procedures. In the event that the Debtors determine that the Bid Protections must exceed the amounts set forth herein, the Court shall hold a hearing on the approval of any such greater Bid Protections on an expedited basis, upon the request of the Debtors.

13. The Bid Protections, to the extent payable under the Stalking Horse APAs, shall (a) constitute an allowed administrative expense claim against the Debtors pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code. Subject to the foregoing, the Bid Protections shall be paid (i) in cash from the proceeds of any approved Sale or (ii) credited against the purchase price if, after an Auction, the Stalking Horse Bid, as enhanced at the Auction, is the Successful Bid and the Sale contemplated by the Stalking Horse APA (as enhanced at the auction) is consummated.

14. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to all parties on the Rule 2002 List, all

parties expressing an interest in the Acquired Assets and all parties holding liens on such Acquired Assets, three (3) business days' notice and an opportunity to object to the determination of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse APA, and absent objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Court. To the extent necessary, the Debtors' right to seek this Court's approval of one or more Stalking Horse Bidders, with notice and a hearing, is hereby preserved.

IV. Notice Procedures

15. The form of Sale Notice substantially in the form attached hereto as Exhibit 2 is approved.

16. Within seven (7) days after the entry of this Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Bidding Procedures Order, including the Bidding Procedures by first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon or with respect to any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to FILO Lenders; (ix) counsel to

the Stalking Horse Bidder, if any; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; and (xvii) all known creditors of the Debtors, including their contract counterparties; *provided, however*, that to the extent email addresses are available, parties referenced in this paragraph 15 may be served by email.

17. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to known interested parties.

18. The Publication Notice, substantially in the form attached hereto as Exhibit 3, is approved. The Debtors are directed to publish the Sale Notice, as modified for publication, in the *New York Times*, on one occasion on the Mailing Date or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at <https://cases.primeclerk.com/RemingtonOutdoor>.

19. Service of the Publication Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to all unknown parties.

20. The form of the Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 is approved. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file on the docket, but not serve, the Post-Auction Notice identifying any Successful Bidder(s).

V. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are approved.

22. The Notice of Assumption and Assignment, substantially in the form attached hereto as Exhibit 5 is approved.

23. On or before **August 21, 2020** (any such date, the “**Assumption and Assignment Service Date**”), the Debtors shall file with the Court, and post on the Case Website at <https://cases.primeclerk.com/RemingtonOutdoor>, the Notice of Assumption and Assignment and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List, the Debtors believe that there is no Cure Cost, as of the date of such notice. On the Assumption and Assignment Service Date, the Debtors shall serve, via first-class mail, a customized version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List, on all counterparties to the Designated Contracts. In addition, the Debtors shall serve, via first-class mail, a modified version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List on all parties on the Rule 2002 Notice List. Service of such Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a counterparty to a Designated Contract (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; and (iii) include appropriate

documentation in support thereof. All Designated Contract Objections must be filed and served on (i) counsel for the Debtors, O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com); (ii) co-counsel for the Debtors, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, Attn: Derek Meek (dmeek@burr.com) and Hanna Lahr (hlahr@burr.com); (iii) counsel for the Restructuring Committee, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Schultz (sschultz@akingump.com); (iv) counsel for the Committee, Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104, Attn: Michael A. Sweet (msweet@foxrothschild.com) and Baker Donelson Bearman Caldwell & Berkowitz, P.C., 420 20th Street North, Birmingham, Alabama 35203, Attn: Matthew Cahill (mcahill@bakerdonelson.com) and Rita Hullett (rhullett@bakerdonelson.com); (v) the Bankruptcy Administrator, 400 Well Street, Decatur, Alabama 35602, Attn: Richard Blythe (richard_blythe@alnb.uscourts.gov); (vi) counsel to the Stalking Horse Bidder, if any; (vii) counsel to the FILO Lenders, Pillsbury Winthrop Shaw Pittman LLP, Four Embarcadero Center, 22nd Floor, San Francisco, CA 94111-5998, Attn: Joshua D. Morse (joshua.morse@pillsburylaw.com) and Andrew V. Alfano (andrew.alfano@pillsburylaw.com); (viii) counsel to Whitebox Advisors LLC, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Andreas Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com); (ix) all parties that have requested notice in the Chapter 11 Cases (collectively (i)–(ix), the “**Objection Recipients**”); and (x) counsel to any Successful Bidder(s), if known on the Sale Objection Deadline no later than 4:00 p.m. (prevailing Central Time) fourteen (14) days following the

Assumption and Assignment Service Date (the “**Assumption and Assignment Objection Deadline**”).

25. If a Designated Contract Objection is not consensually resolved before the Sale Hearing, the amount to be paid or reserved with respect to such objection shall be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

26. Any time after the Assumption and Assignment Service Date and before the closing of a Sale Transaction, the Debtors reserve the right, and are authorized but not directed, to (i) supplement the Designated Contracts List with previously omitted Designated Contracts in accordance with the definitive agreement for a Sale Transaction, (ii) remove a Designated Contract from the list of contracts that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

27. In the event the Debtors exercise any of the rights listed above, the Debtors shall promptly serve the Supplemental Notice of Assumption and Assignment by electronic transmission, hand delivery, or overnight mail on the counterparty (and its attorney, if known) to each Designated Contract listed on the Supplemental Notice of Assumption and Assignment at the last known address available to the Debtors. Each Supplemental Notice of Assumption and Assignment shall set forth (i) the name and address of the counterparty to the Designated Contract listed thereon; (ii) the proposed effective date of the assignment (subject to the right of the applicable Successful Bidder, if any, to withdraw such request for assumption and assignment of that Designated Contract prior to the closing of the applicable Sale Transaction); (iii) sufficient information to identify the Designated Contract; (iv) the Cure Costs, if any; and (v) proposed

adequate assurance, if known on the Assumption and Assignment Service Date. The Debtors are authorized, but not directed, to modify the Supplemental Notice of Assumption and Assignment as necessary and appropriate to provide customized individual notice to each Designated Contract counterparty. In addition, the Debtors are authorized, but not directed, to supplement the Designated Contract List on the Case Website with any additional Designated Contracts as the Debtors deem appropriate in their discretion. Service of such Supplemental Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

28. Any objection by a counterparty to a Designated Contract listed on a Supplemental Notice of Assumption and Assignment (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Supplemental Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or the proposed Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; (iii) include appropriate documentation in support of the objection; and (iv) be filed and served on the Objection Recipients no later than fourteen (14) days from the date of service of such Supplemental Notice of Assumption and Assignment.

29. If a Supplemental Designated Contract Objection is not consensually resolved by the proposed effective date of assignment of the Designated Contract that is the subject of a Supplemental Designated Contract Objection, the Debtors shall seek an expedited hearing before

the Court (a “**Supplemental Designated Contract Hearing**”) to determine the Cure Costs, if any, and approve the assumption of the relevant Designated Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court, including by filing a certification of no objection, (a “**Supplemental Designated Contract Order**”) fixing the Cure Costs and approving the assumption of any Designated Contract listed on a Supplemental Notice of Assumption and Assignment.

30. Absent the filing of a Designated Contract Objection or Supplemental Designated Contract Objection and a subsequent order of the Court establishing an alternative Cure Cost, the Cure Costs, if any, set forth in the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and the counterparty to the Designated Contract will be deemed to have consented to the assumption, assignment, and sale of the Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Designated Contract against the Debtors or the applicable Successful Bidder, or the property of any of them, except with respect to adequate assurance of future performance by such Successful Bidder. For the avoidance of doubt, any objections to the proposed form of adequate assurance of future performance of any Successful Bidder (other than a Stalking Horse Bidder) must be raised at the Sale Hearing or Supplemental Designated Contract Hearing, as applicable, and will be resolved at the hearing at which it is raised or, in the Debtors’ discretion, adjourned to a later hearing.

31. The inclusion of a Designated Contract on the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) will not (a) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take

assignment of such Designated Contract or (b) constitute any admission or agreement of the Debtors that such Designated Contract is an “executory” contract. Only those Designated Contracts that are included on a schedule of assumed and Acquired Contracts attached to the final purchase agreement with the Successful Bidder(s) (each, an “**Acquired Contract**”) will be assumed and assigned to the Successful Bidder(s).

32. Assignment by the Debtors to the Successful Bidder of a contract, lease or any other liability assumed under Section 365 of the Bankruptcy Code or otherwise relieves the Debtors and their estates from any such liability so assigned.

VI. The Sale Hearing

33. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Acquired Assets to the Successful Bidder(s) and (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **September 23, 2020 at 10:00 a.m. (prevailing Central Time)**, and may be adjourned or rescheduled without notice, subject to paragraph 4 of this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transaction(s) and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Bankruptcy Court.

34. Any and all objections, if any, to any Sale Transaction (but excluding any objection based on the specific identity of any Stalking Horse Bidder, the form or substance of any Stalking Horse APA, the specific identity of the Successful Bidder or the Backup Bidder, or the form or substance of the Successful Bid or the Backup Bid) must be filed no later than **September 1, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”). Any and all such objections must be served on the Objection Recipients and counsel to any Successful Bidder(s), if known on the Sale Objection Deadline. All replies to such objections must be filed by **September 8, 2020 at 12:00 p.m.** (prevailing Central Time) (the “**Reply Deadline**”).

35. Any party failing to timely file an objection to any Sale Transaction will be forever barred from objecting and will be deemed to have consented to any Sale Transaction, including the transfer of the Debtors’ right, title and interest in, to, and under the Debtors’ Acquired Assets free and clear of any and all liens, claims, encumbrances and other interests in accordance with a definitive agreement for any Sale Transaction.

36. Promptly following the Auction, the Debtors shall serve the Post-Auction Notice. The Debtors propose that any objections regarding the adequate assurance of future performance of the Successful Bidder or the Backup Bidder (other than the Stalking Horse Bidder) may be raised at the Sale Hearing.

VII. Other Provisions

37. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties or the Bid Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation or Bid Consultation Parties.

38. Oneida’s rights and priority in connection with any security interests it held in any assets of the Debtors pre-petition are hereby preserved and retained by Oneida to the extent they

existed pre-petition and any such security interests shall attach to proceeds of such assets with the same priority, extent, validity, avoidability and enforceability. Nothing herein shall constitute a finding or ruling by this Court that any such security interests are valid, senior, enforceable, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited to, the Debtors and any Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such security interest.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Bidding Procedures Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

42. To the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Bidding Procedures Order shall govern.

43. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

44. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse APA, and the implementation of this Bidding Procedures Order.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1
Bidding Procedures

EXHIBIT 2

(See attached Transition Services Agreement)

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of this [●] day of [●], 2020, is entered into by and among Remington Outdoor Company, Inc. (“ROC”, and together with the subsidiaries of ROC set forth on the signature pages hereto, “Seller”), Barnes Acquisition LLC LLC, a Delaware limited liability company (“Buyer”, and together with Seller, the “Parties” and each a “Party”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of September [●], 2020 (as amended from time to time in accordance with its terms, the “Purchase Agreement”), pursuant to which, among other things, Buyer will purchase and assume from Seller certain assets, properties and rights and certain specified liabilities and obligations of Seller;

WHEREAS, to facilitate the transactions contemplated by the Purchase Agreement, Seller and Buyer have agreed to provide each other certain Transition Services (as defined below); and

WHEREAS, the Parties are willing to provide such respective services upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

SERVICES PROVIDED

1.1. During the Term (as defined below), Seller will provide, or cause to be provided, to Buyer those specific services as described and for up to the length of time specified on Schedule 1 to this Agreement, upon the terms and subject to the conditions set forth in this Agreement (the “Seller Transition Services”); provided that Seller may delegate all or any portion of its obligations to perform Seller Transition Services hereunder to M-III Partners, LP or its affiliates, to former employees of Seller re-engaged as contractors for the benefit of the Seller's bankruptcy estate, or other third-party firms; and provided further that Seller Transition Services shall for all purposes under this Agreement include only those services that are both (a) related to the Business and (b) not already provided to Buyer by the Transferred Employees.

1.2. During the Term, Buyer will provide, or cause to be provided, to Seller those specific services as described and for up to the length of time specified on Schedule 2 to this Agreement, upon the terms and subject to the conditions set forth in this Agreement (the “Buyer Transition Services” and, together with Seller Transition Services, the “Transition Services”).

1.3. During the Term, a Party may request that the other Party (i) provide additional Transition Services that are not currently described on Schedule 1 or Schedule 2 and/or (ii) make modifications to existing Transition Services. Seller or Buyer, as applicable, will use commercially reasonable efforts to accommodate any such reasonable requests. The requesting Party shall submit a request in writing to the other Party specifying the nature of the additional or modified Transition Services; the Parties shall negotiate as to any such applicable changes, including, without limitation, pricing, scope and term; and Schedule 1 or Schedule 2, as applicable, shall be amended to incorporate such changes that are finally agreed upon pursuant to a written instrument signed by Seller and Buyer.

ARTICLE 2

TERM AND TERMINATION

2.1. The term of this Agreement (the “Term”) will commence on the Closing Date and continue until the date that is the earlier of (i) the date that is twelve (12) months following the Closing Date and (ii) the date that Seller has wound-down, ceased operations, or has no employees or contractors capable of performing this Agreement (such date that is the earlier of (i) and (ii), the “Termination Date”).

(a) Upon transition of a Seller Transition Service to Buyer or upon Buyer’s determination, prior to the Termination Date, that it otherwise no longer requires one or more Seller Transition Services, Buyer may terminate one or more Seller Transition Service(s) (the “Seller Terminated Transition Services”) by providing thirty (30) days advance written notice thereof to ROC (or such other notice period as specified on Schedule 1 for the particular Seller Transition Service). Upon expiration of the applicable notice period, Seller’s obligation under this Agreement to provide such Seller Terminated Transition Services shall terminate, and Buyer shall no longer be obligated to make payment for such Seller Terminated Transition Services (except with respect to any amounts due and owing for any Seller Transition Service performed prior to such termination). For the avoidance of doubt, other than Seller Terminated Transition Services, all other Seller Transition Services shall continue in accordance with the terms hereof.

(b) Upon transition of a Buyer Transition Service to Seller or upon Seller’s determination, prior to the Termination Date, that it otherwise no longer requires one or more Buyer Transition Services, Seller may terminate one or more Buyer Transition Service(s) (the “Buyer Terminated Transition Services”) by providing thirty (30) days advance written notice thereof to Buyer (or such other notice period as specified on Schedule 2 for the particular Buyer Transition Service). Upon expiration of the applicable notice period, Buyer’s obligation under this Agreement to provide such Buyer Terminated Transition Services shall terminate, and Seller shall no longer be obligated to make payment for such Buyer Terminated Transition Services (except with respect to any amounts due and owing for any Buyer Transition Service performed prior to such termination). For the avoidance of doubt, other than Buyer Terminated Transition Services, all other Buyer Transition Services shall continue in accordance with the terms hereof.

2.2. This Agreement shall terminate on the Termination Date, but may be terminated earlier:

- (a) Upon the written mutual agreement of Buyer and ROC; or
- (b) By Seller or Buyer:
 - (i) if the other Party defaults in the payment when due of any invoiced amount payable pursuant to Article 3 and such default continues unremedied for fifteen (15) days after written notice of such default is delivered to the defaulting Party; or
 - (ii) if the other Party materially breaches of any of its obligations under this Agreement (other than with respect to any failure to make payments for invoiced amounts) and such breach is not cured within thirty (30) days after written notice of such breach is delivered to the breaching Party.
- (c) Notwithstanding any provision herein to the contrary, this Section 2.2, ARTICLE 3, ARTICLE 5, ARTICLE 8 and ARTICLE 10 shall survive the termination of this Agreement and no such termination shall relieve either Party for any liability arising prior to the date of such termination, including with respect to any payment obligations.

ARTICLE 3

CHARGES FOR SERVICES

3.1. Seller will provide Seller Transition Services to Buyer and Buyer will pay the fee(s) set forth for each such Seller Transition Service in Schedule 1 to this Agreement. In addition to such amount, in the event that Seller incurs reasonable and documented out-of-pocket expenses in the provision of any Seller Transition Services, Buyer shall reimburse Seller for all such out-of-pocket expenses. Seller shall invoice Buyer at the end of each month for the amounts owed in connection with Seller Transition Services and any other amounts that may be due hereunder. With respect to any amounts owed in connection with any Seller Terminated Transition Service, Buyer shall only be obligated to pay a *pro rata* portion of the applicable monthly fee for such Seller Terminated Transition Service, based on the number of days elapsed in the applicable month up to, and including, the effective termination date.

3.2. Buyer will provide Buyer Transition Services to Seller and Seller will pay the fee(s) set forth for each such Buyer Transition Services in Schedule 2 to this Agreement. In addition to such amount, in the event that Buyer or any of its Affiliates incurs reasonable and documented out-of-pocket expenses in the provision of any Buyer Transition Services, Seller shall reimburse Buyer for all such out-of-pocket expenses. Buyer shall invoice Seller at the end of each month for the amounts owed in connection with Buyer Transition Services and any other amounts that may be due hereunder. With respect to any amounts owed in connection with any Buyer Terminated Transition Service, Seller shall only be obligated to pay a *pro rata* portion of the applicable monthly fee for such Buyer Terminated Transition Service, based on the number of days elapsed in the applicable month up to, and including, the effective termination date.

3.3. Each Party acknowledges and agrees that the other Party, at its reasonable discretion, may employ third-party service providers to perform or provide any of the Transition Services or any secretarial, administrative, telephone, e-mail or other services necessary or ancillary to the Transition Services, all of which may be contracted for separately by the Party

providing such Transition Services through a third party. The Party providing such subcontracted Transition Services shall cause each such third-party service provider to comply with the terms of this Agreement as if it were an original party hereto and to provide the Transition Services or ancillary services, as applicable, in the same manner and with the same level and quality of service and degree of care as the Party responsible for providing such Transition Services is obligated to provide under this Agreement. The Party subcontracting such Transition Services shall be liable to the other Party for any breach by such third-party service provider of the terms and conditions of this Agreement. Any fees charged by such third-party service providers shall be included in the invoiced amounts sent to Buyer or Seller, as applicable.

3.4. All consideration under this Agreement is exclusive of any sales, transfer, goods or services taxes or similar gross receipts based tax (including any such taxes that are required to be withheld, but excluding all other taxes including taxes based upon or calculated by reference to income, receipts or capital) imposed against or on services and other amounts due under this Agreement (“Sales Taxes”) and such Sales Taxes will be added to the consideration payable by the Party receiving the Transition Services, where applicable. Such Sales Taxes shall be separately stated on the relevant invoice.

3.5. All amounts due to Buyer or Seller, as applicable, under this Agreement will be due and payable by wire transfer of immediately available funds within fifteen (15) calendar days of Seller’s receipt or Buyer’s receipt, respectively, of the invoice therefor. Such invoice will set forth in reasonable detail the amounts due and owing in respect of the Transition Services provided during the period since the immediately preceding invoice was submitted to the applicable Party, including fees for the Transition Services, any out-of-pocket expenses, third-party costs and any applicable Sales Taxes thereon.

3.6. In connection with the performance of the Transition Services, no Party shall have any obligation to (a) purchase, renew, upgrade, enhance or otherwise modify any computer hardware, software, or network environment currently used, (b) provide any support or maintenance services for any computer hardware, software, or network environment that has been upgraded, enhanced or otherwise materially modified such that the cost of performing, or ability to perform, such services is materially increased from the computer hardware, software, or network environment that is currently used or (c) convert from one format to another any business data for use by any Party or any other Person in connection with the Transition Services or otherwise.

ARTICLE 4

PERFORMANCE STANDARD

4.1. Buyer acknowledges that Seller is not in the business of providing Seller Transition Services (or services of a like nature) to third parties, and that Seller Transition Services are being provided to Buyer by Seller as an accommodation to facilitate the transactions contemplated by the Purchase Agreement. As such, nothing in this Agreement will require or be interpreted to require Seller or its Affiliates to provide a Seller Transition Service to Buyer beyond the scope, manner, content and quality standard of such Seller Transition Service as performed by Seller as of immediately prior to the Closing Date. Seller will perform, or cause to be performed, each Seller Transition Service in good faith, in accordance with applicable Legal Requirements and in

substantially the same manner and with substantially the same level and quality of service and degree of care as Seller provides the same or similar services to its operations during the Term.

4.2. Seller acknowledges that Buyer is not in the business of providing Buyer Transition Services (or services of a like nature) to third parties, and that Buyer Transition Services are being provided to Seller by Buyer as an accommodation to facilitate the transactions contemplated by the Purchase Agreement. As such, nothing in this Agreement will require or be interpreted to require Buyer or its Affiliates to provide a Buyer Transition Services to Seller beyond the scope, manner, content and quality standard of such Buyer Transition Services as performed by Seller or its Affiliates as of immediately prior to the Closing Date. Buyer will perform, or cause to be performed, each Buyer Transition Services in good faith, in accordance with applicable Legal Requirements, and in substantially the same manner and with substantially the same level and quality of service and degree of care as Buyer provides the same or similar services to its operations during the Term; provided, however, to the extent that Buyer is not transferred all or any of the necessary assets to perform any of the Buyer Transition Services (for any reason), and Buyer, in good faith, is unable to perform any of the Buyer Transition Services as a result thereof, then Buyer shall not be required to perform any such Buyer Transition Services. For the avoidance of doubt, this inability to perform any such Buyer Transition Service shall not constitute a breach of this Agreement.

4.3. Seller and Buyer acknowledge that any Other Buyer (as defined below) shall be a third-party beneficiary of, with rights to enforce, this Agreement.

ARTICLE 5

NO WARRANTIES; MAXIMUM LIABILITY

5.1. NONE OF SELLER, BUYER OR THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER. NONE OF SELLER, BUYER OR THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES SHALL HAVE ANY LIABILITY TO ANY OTHER PARTY HERETO, OTHER THAN IN THE CASE OF INTENTIONAL MISCONDUCT OR FRAUD ON THE PART OF SUCH PARTY WITH RESPECT TO THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER, AND IN SUCH CASE, THE MAXIMUM LIABILITY OF THE PARTIES AND THEIR RESPECTIVE SUBSIDIARIES AND AFFILIATES UNDER, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT AND/OR THE TRANSITION SERVICES PROVIDED BY OR ON BEHALF OF SUCH PARTY, AND THE SOLE REMEDY OF THE OTHER PARTY UNDER, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT AND/OR THE SERVICES, SHALL BE A REFUND OF THE PRICE PAID FOR THE PARTICULAR TRANSITION SERVICE OR A RE-DELIVERY (OR DELIVERY) OF SUCH TRANSITION SERVICE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, SPECULATIVE, REMOTE, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER RESULTING FROM NEGLIGENCE OF SUCH PARTY OR ITS SUBSIDIARIES OR AFFILIATES, OR OTHERWISE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, ALL TRANSITION SERVICES ARE PROVIDED ON AN "AS IS"

BASIS WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6

ACCESS RIGHTS

6.1. Buyer's Facility Access. During the Term, Buyer and its employees and representatives shall be provided reasonable access, during regular business hours and upon reasonable prior request, to, and office space within, Seller's facilities set forth on Schedule 1 for the purpose of providing Buyer Transition Services.

6.2. Seller's Facility Access. During the Term, Seller and its employees and representatives shall be provided reasonable access, during regular business hours and upon reasonable prior request, to, and office space within, Buyer's facilities set forth on Schedule 2 for the purpose of providing Seller Transition Services.

6.3. Compliance with Rules and Regulations. Each Party will instruct its personnel, agents, subcontractors, and other representatives to comply with the safety standards, security regulations and other published policies of the other Party while on the other Party's premises for purposes related to the Transition Services. Each Party shall ensure that when entering or within the other Party's premises, all such Party's personnel, agents, subcontractors, and other representatives must establish their identity to the satisfaction of security personnel and comply with all directions given by them, including directions to display any identification cards provided by such other Party.

ARTICLE 7

RELATIONSHIP MANAGEMENT

7.1. Seller and Buyer will each appoint one (1) individual to have primary responsibility and oversight for the provision of all services under this Agreement and to be each Party's primary point of contact (each, a "TSA Coordinator"). The initial TSA Coordinator on behalf of Seller will be [●]. The initial TSA Coordinator on behalf of Buyer will be [●]. Each of ROC and Buyer may replace its respective TSA Coordinator by providing written notice to the other Party in accordance with Section 10.4.

7.2. The TSA Coordinators will hold meetings, from time to time, to discuss the performance of this Agreement and seek in good faith to resolve any disputes that may arise pertaining to this Agreement.

7.3. In the event that either Seller or Buyer, in good faith, disputes any charge set forth on an invoice provided to it by the other Party (a "Dispute"), Buyer or Seller, as applicable, shall deliver a written statement to such other Party no later than five (5) calendar days prior to the date payment is due on such invoice providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid in accordance with Section

3.5. The Parties shall work in good faith to resolve all Disputes within thirty (30) days following the delivery of a written statement to either Party, and the applicable Party's obligation to pay such disputed amounts shall be tolled during the pendency of such Dispute. In the event that Buyer and Seller are unable to resolve any Dispute involving amounts that exceed One Hundred Thousand Dollars (\$100,000), in the aggregate, during such thirty (30) day period, the Parties shall submit such Dispute at the earliest possible date to mediation conducted in accordance with the Commercial Mediation Procedures of the American Arbitration Association, which shall be held in New York, New York or such other place as the Parties may mutually agree. Each Party shall bear its own costs and expenses in connection with such mediation and the Parties shall equally bear the costs of the mediation. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days or such longer period as they may mutually agree following the initial mediation session. Buyer and Seller shall continue performing the Transition Services in accordance with this Agreement during the pendency of any Dispute; provided, however, that such Transition Services shall not extend beyond the Term.

ARTICLE 8

CONFIDENTIALITY

8.1. During the Term and for a period of three (3) years thereafter, each Party shall, and shall cause its personnel, agents and subcontractors or any other Persons providing Transition Services on its behalf to, keep confidential and not make available or disclose any non-public information or material of the other Party that is or has been (a) disclosed or made available to such Persons under or in connection with this Agreement, whether orally, electronically, in writing or otherwise, including copies, or (b) learned, acquired, or generated by such Persons in connection with this Agreement (collectively, "Confidential Material"), without the prior written consent of the other Party. Each Party shall use the same degree of care, but no less than reasonable care, to protect the other Party's Confidential Material as it uses to protect its own Confidential Material of like nature. Notwithstanding the foregoing, Confidential Material may be disclosed on an as needed basis to personnel, subcontractors, agents or advisors of the receiving Party as necessary for the purpose of fulfilling the receiving Party's obligations under this Agreement; provided that (i) the receiving Party takes all reasonable steps to ensure that any such Confidential Material disclosed to any of its Affiliates, personnel, subcontractors, agents or any other Persons providing Transition Services on its behalf pursuant to this Section 8.1 is treated as confidential by such Persons and (ii) the receiving Party remains liable for any breach of this ARTICLE 8 by such Persons.

8.2. The provisions of this ARTICLE 8 shall not apply to any Confidential Material which: (a) is or becomes commonly known within the public domain other than by breach of this Agreement or by breach of another agreement; (b) is obtained from a third party who is lawfully authorized to disclose such information free from any obligation of confidentiality; (c) is independently developed without reference to any Confidential Material; (d) is disclosed or used with the prior written approval of the disclosing Party; or (e) is disclosed by the receiving Party in response to a legal mandate (e.g., a subpoena or court order), after the receiving Party promptly notifies the disclosing Party (to the extent permitted by applicable law) and provides a reasonable opportunity to oppose such mandate (to the extent permitted by applicable law).

ARTICLE 9

SYSTEM ACCESS

9.1. If a Party is given access to the other Party's computer systems or software (collectively, the "Systems") in connection with the Transition Services, the Party given access shall, and shall cause its personnel, agents and subcontractors to, comply with all of the other Party's commercially reasonable system security policies, procedures and requirements that have been provided to it in writing (collectively, "Security Policies"), and not tamper with, compromise or circumvent any security or audit measures employed by such other Party. The Party given access shall, and shall cause its personnel, agents and subcontractors to, access and use only those Systems of the other Party for which it has been granted the right to access and use.

9.2. Each Party is responsible for performing commercially reasonable checks on its personnel, agents, subcontractors or any other Persons providing Transition Services on its behalf, before granting such Persons access to use the other Party's Systems.

9.3. Each Party shall use commercially reasonable efforts to ensure that only those of its personnel, agents, or subcontractors who are specifically authorized to have access to the Systems of the other Party gain such access, and prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including notifying its personnel, agents, or subcontractors of the restrictions set forth in this Agreement and of the Security Policies.

9.4. If, at any time, a Party given access to the other Party's Systems determines that any of its personnel, agents, or subcontractors has sought to circumvent, or has circumvented, the Security Policies, gained unauthorized access, or has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or software of the other Party, the Party given access shall promptly terminate any such Person's access to the Systems and immediately notify the other Party. The Parties shall use commercially reasonable efforts to cooperate with each other in investigating any apparent unauthorized access to the other Party's Systems.

ARTICLE 10

MISCELLANEOUS

10.1. Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. The rights and obligations under this Agreement may not be assigned by either Party without the prior written consent of the other Party which shall not be unreasonably withheld, conditioned or delayed; provided, however, that (a) either Party may assign its rights and obligations hereunder without such consent to a Subsidiary or Affiliate of such Party and (b) Seller shall have the right to assign its rights and obligations hereunder pursuant to the last sentence of this Section 10.1. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assigns of the Parties and the name of a Party appearing herein will be deemed to include the names of such Party's successors and permitted assigns to the extent

necessary to carry out the intent of this Agreement. Notwithstanding anything to the contrary herein, in the event that Seller sells, assigns or conveys a significant part of those of its assets that are not purchased and assumed by Buyer, including in connection with the Bankruptcy Case or otherwise, to one Person or a group of affiliated Persons (other than to Buyer) (an “Other Buyer”), then Seller (i) shall require the Other Buyer to assume all obligations and liabilities of Seller related to the relevant Transition Services being provided by Seller under this Agreement as if the Other Buyer was an original party to this Agreement and (ii) may, without the consent of Buyer, freely assign this Agreement in whole and all of its rights under this Agreement, to the Other Buyer and, with respect to each applicable Transition Service under this Agreement, the term “Seller” shall be deemed to include the Other Buyer to the extent that the Other Buyer is an obligee of such applicable Transition Service.

10.2. Relationship between the Parties. Each Party’s relationship with the other hereunder shall be solely that of an independent contractor, and there is no agency, joint venture, partnership, or any other relationship between the Parties. Each Party shall be solely responsible for all salary, employment, payroll and other benefits of and liabilities owed to, and compliance with immigration and visa laws and requirements in respect of, its personnel assigned to perform services. In performing their respective duties hereunder, all personnel engaged in providing Transition Services shall be under the direction, control and supervision of the providing Party; and the providing Party shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such personnel. The employees of the providing Party engaged in providing Transition Services to the receiving Party shall not, by virtue thereof, become employees of the receiving Party.

10.3. Data Ownership. Financial and accounting data newly created pursuant to a Transition Service provided hereunder and on behalf of the Party receiving such Transition Service shall be owned by such receiving Party. The Parties hereby acknowledge and agree that, as between the Parties, any and all intellectual property and other properties and assets owned or licensed by any Party hereunder shall remain at all times the sole and exclusive property and assets of such Party; provided that nothing herein shall create, grant or imply to any Party providing Transition Services any licenses under any trademark, patent or copyright or any other intellectual property right in respect of any intellectual property of the Party receiving Transition Services or its Affiliates. No Party or any of its Affiliates will otherwise gain, by virtue of this Agreement, any rights of ownership or use for any patents, copyrights, trade secrets, trademarks or any other intellectual property rights owned by the other Party or its Affiliates.

10.4. Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the Party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the Party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John-Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Barnes Acquisition LLC
200 Industrial Park Rd. Kearsy, PA 15846
Attention: Brandon Graves. Chief Executive Officer Email: bgraves@sinterfire.com

Sterlington, PLLC
228 Park Avenue
New York, New York 10003
Attention: Christopher Harrison,
Esq.
Email: ch@sterlington.net

With a copy to (which copy alone shall not constitute notice):

Sterlington, PLLC
228 Park Avenue
New York, New York 10003
Attention: Christopher Harrison,
Esq.

Email: ch@sterlington.net

(b) Any Party may change its address for the purpose of this Section 10.4 by giving the other Party written notice of its new address in the manner set forth above

10.5. Cooperation. The Parties will reasonably cooperate with each other in all matters relating to the provision and receipt of Transition Services hereunder and to mitigate problems should they arise. Either Party may substitute any of their controlled Affiliates to provide a service; provided, in each case, any additional cost to the receiving Party for a service caused by, relating to or arising out of any such substitution shall be borne by the providing Party for that service and, the performance and quality of the services provided by such controlled Affiliate shall ultimately be the responsibility of the original Party to this Agreement. To the extent that any service is provided or received by an controlled Affiliate of a Party, such Party shall cause (and be liable for) its respective controlled Affiliates to comply with the terms and conditions of this Agreement relating to the provision and receipt of services, and the performance and quality thereof, including providing necessary information and documentation, as if such controlled Affiliate or successor were a “Party” under this Agreement.

10.6. Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

10.7. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.7.

10.8. Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if

drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

10.9. Schedules. All Schedules to this Agreement are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

10.10. Severability. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

10.11. Amendments; Waiver. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

10.12. Force Majeure. No Party shall be responsible for failure to perform its respective obligations hereunder during the pendency of a force majeure which shall include, but not be limited to: fires; floods; riots; strikes; labor disputes; freight embargoes or transportation delays (not caused by such Party); inability or delay attributable to acts of third parties to secure fuel, material, supplies, equipment, or power at reasonable prices or on account of shortages thereof; acts of God or of the public enemy; any existing or future laws, rules, regulations, or acts of any federal, state, or local government (including specifically, but not exclusively, any orders, rules, or regulations issued by any official or agency of any such government, including those relating to any declared pandemic) that would prohibit under applicable law, or otherwise render impossible, performance hereunder; or any other cause beyond the reasonable control of a Party. The Party claiming that its failure to perform is caused by force majeure shall give written notice to the Party receiving the affected Transition Services as soon as reasonably practicable, stating the date and the anticipated impact of such event. During the pendency of such force majeure, the Party whose performance is prevented shall use commercially reasonable efforts to fulfill its obligations hereunder by other means, shall perform all other obligations under this Agreement that are not subject to a force majeure and, in any event, shall upon termination of such force majeure, promptly cure the failure to perform as soon as possible. If performance has not been cured within ten (10) days, the other Party may arrange for such performance from a third party (and deduct any reasonable out-of-pocket costs payable to the third party in connection therewith from the amounts due hereunder for the applicable affected services) or terminate this Agreement with respect to the affected Transition Service(s).

10.13. Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

SELLER:

**REMINGTON OUTDOOR COMPANY,
INC.**

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

FGI OPERATING COMPANY, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

FGI HOLDING COMPANY, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

BARNES BULLETS, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

REMINGTON ARMS COMPANY, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

RA BRANDS, L.L.C.

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

OUTDOOR SERVICES, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

FGI FINANCE INC.

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

HUNTSVILLE HOLDINGS LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

TMRI, INC.

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

**REMINGTON ARMS DISTRIBUTION
COMPANY, LLC**

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

32E PRODUCTIONS, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

GREAT OUTDOORS HOLDCO, LLC

By: _____
Name: Ken D'Arcy
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

BUYER:

BARNES ACQUISITION LLC

By: _____
Name: Michael Somma Michael Somma
Title: Secretary

SCHEDULE 1

Seller Transition Services

(See Attached)

Seller Transition Services

<u>Services</u>	<u>Projected Fee for Service</u>
Financial Services <ul style="list-style-type: none"> • Financial Reporting and Accounting • Accounts Payable Services • Payroll and Payroll Tax Services 	At cost
IT Services <ul style="list-style-type: none"> • Email Services • Telecommunication Services <ul style="list-style-type: none"> ○ Telephone Services ○ Voice Mail • Computer Services <ul style="list-style-type: none"> ○ EDI ○ ERP/Financial Systems ○ Warehouse Management Systems ○ Ecommerce Systems • Hosting/Backup/Storage Services (maintain system and file storage; access to cloud-based storage and shared drives) <ul style="list-style-type: none"> ○ Server-based storage ○ On-site user support for computers • Data Security • Data Migration Services • Support and Maintenance 	At cost

Wi-Fi and Wired Network Connectivity	At cost
Firewall/VPN Capability	At cost
The benefit of all third-party contracts associated with the above-listed services or as otherwise listed on <u>Exhibit A</u> attached (collectively, the “TSA Contracts”) during the Term, until the earlier of (i) Buyer’s termination of the Services related to the TSA Contracts or (ii) Seller’s termination of the applicable TSA Contract.	At cost

Transition Services Agreement

Exhibit A

Category	Location / Function	Contract Counter Party	Services Provided
Corporate	HR	SAP Success Factors	Premium Content Management (PCM)
Corporate	IT	Ameri100	S/4HANA and HCM Suite Products
Corporate	IT	CISCO SmartNet (via SHI)	Cisco Equipment Maintenance
Corporate	IT	DPSI	Scanner Maint.
Corporate	IT	Paymetric	Credit Card Tokenization
Corporate	IT	Elavon	Payment Processing Solutions
Corporate	IT	SEI	HP / EMC Maint.
Corporate	IT	Windstream	Global WAN
Corporate	IT	Panaya	Testing Automation
Corporate	IT	AT&T	IP Flex at Madison
Corporate	IT	DPSI	Printer Maint.
Corporate	IT	Microsoft EA & SCE	Microsoft Licensing; excludes subscription
Corporate	IT	ERP Maestro	SAP SOD
Corporate	IT	Sunview Software	Change Gear
Corporate	IT	NetBrain	Network Monitoring Tool
Corporate	IT	SAP / SuccessFactors	SAP S4/HANA and SF Licensing
Corporate	IT	SAP C4C	SAP C4C Licensing
Corporate	IT	Segra	Data Center Hosting
Corporate	IT	Darktrace	Network Packet AI
Corporate	Marketing	Zmags Corp	Digital Catalog Software
Corporate	Marketing	MODX System	Website Hosting
Corporate	Marketing	NRA Publications	ROC print and digital advertising
Corporate	Marketing	Oracle/Bronto	Email Distribution Software
Corporate	Marketing	Widen Enterprise	Asset Management Software
Corporate	Marketing	Magento/Adobe	Ecommerce Software
Corporate	Licensing	Velocity	Rebate Processor

SCHEDULE 2

Buyer Transition Services

Access Covenant. Upon reasonable request from Seller, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will following the Closing Date provide to Seller, and the accountants, counsel and representatives of Seller, including any administrator of the Plan or Seller's estate, such access to the pre-closing books and records relating to the Business as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan, or otherwise. Such access will include (a) reasonable access to Buyer's personnel, information technology systems and books and records and (b) the use of office space for individuals and office support of appropriate secretaries or clerks for employees of Seller engaged in such wind-down and liquidation process. Buyer will provide such services free of any charges, fees or rents, provided that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

Transitional License. Effective upon the Closing, for a period not to exceed one hundred and eighty (180) calendar days, Buyer shall, without limitation to the terms of the IP Back-License, grant Seller a non-exclusive, royalty-free, non-transferrable, non-extendable right and license to use the Business Name and the Brand Names in connection with the firearms business, solely in connection with the wind-down and liquidation of Seller's estate and the conclusion of the Bankruptcy Case, including for purposes of administering a plan of liquidation of the Excluded Assets, reconciling claims and making distributions.

Exhibit H

ASSET PURCHASE AGREEMENT

by and among

STURM, RUGER & COMPANY, INC.

as Buyer,

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.,

as Seller

SET FORTH ON THE SIGNATURE PAGES HERETO

Dated as of September 26, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS	6
Section 1.1 Transfer of Acquired Assets	6
Section 1.2 Excluded Assets	7
Section 1.3 No Assumption of Liabilities.....	9
Section 1.4 Designation of Leases and Contracts for Assumption by Seller and Assignment to Buyer; Cure Amount.....	11
Section 1.5 Non-Assignment of Acquired Assets.....	11
Section 1.6 Further Conveyances and Assumptions.....	12
ARTICLE 2. CONSIDERATION	13
Section 2.1 Consideration	13
Section 2.2 Good Faith Deposit.....	13
ARTICLE 3. CLOSING AND DELIVERIES.....	13
Section 3.1 Closing	13
Section 3.2 Seller's Deliveries.....	14
Section 3.3 Buyer's Deliveries	15
ARTICLE 4. REPRESENTATIONS AND WARRANTIES.....	15
Section 4.1 Representations and Warranties of Seller	15
Section 4.2 Representations and Warranties of Buyer.....	17
Section 4.3 Warranties Exclusive; Schedules.....	19
Section 4.4 Survival of Representations and Warranties.....	19
ARTICLE 5. COVENANTS OF THE PARTIES	19
Section 5.1 Covenants of Seller	19
Section 5.2 Covenants of Buyer.....	20
ARTICLE 6. ADDITIONAL AGREEMENTS.....	21
Section 6.1 Bankruptcy Matters.....	21
Section 6.2 Further Assurances.....	22
Section 6.3 Reserved.....	22
Section 6.4 Reserved.....	22
Section 6.5 Transitional License.....	22
Section 6.6 Access Covenant.....	23
Section 6.7 Indemnification for Use of Real Property.....	23
Section 6.8 Removal of Assets	23
Section 6.9 Certain Records.....	24
ARTICLE 7. EMPLOYEES AND WARN	24
Section 7.1 Transferred Employees	24
Section 7.2 WARN Act.....	24
Section 7.3 Third-Party Beneficiary	24
ARTICLE 8. TAXES.....	25
Section 8.1 Taxes Related to Purchase of Assets	25

TABLE OF CONTENTS

(continued)

	Page
Section 8.2 Cooperation on Tax Matters	25
Section 8.3 Allocation of Purchase Price.....	27
ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES	27
Section 9.1 Conditions Precedent to Performance by Seller	27
Section 9.2 Conditions Precedent to Performance by Buyer.....	28
ARTICLE 10. TERMINATION.....	28
Section 10.1 Conditions of Termination.....	28
Section 10.2 Effect of Termination; Remedies.....	30
ARTICLE 11. MISCELLANEOUS	30
Section 11.1 Successors and Assigns.....	30
Section 11.2 Governing Law; Jurisdiction.....	31
Section 11.3 WAIVER OF JURY TRIAL.....	31
Section 11.4 Expenses	31
Section 11.5 Broker's and Finder's Fees	31
Section 11.6 Severability	31
Section 11.7 Notices	32
Section 11.8 Amendments; Waivers.....	33
Section 11.9 Time of Essence.....	33
Section 11.10 Specific Performance	33
Section 11.11 Public Announcements	33
Section 11.12 Entire Agreement	34
Section 11.13 Parties in Interest.....	34
Section 11.14 Bulk Sales Laws.....	34
Section 11.15 Construction.....	34
Section 11.16 Counterparts and Facsimile.....	34
ARTICLE 12. DEFINITIONS.....	35
Section 12.1 Certain Terms Defined.....	35
Section 12.2 All Terms Cross-Referenced.....	43

SCHEDULES

Schedule 1.1(b)	-	Owned FF&E
Schedule 1.1(c)	-	Leased FF&E
Schedule 1.1(e)	-	Assigned Business Contracts
Schedule 1.1(h)	-	Inventory
Schedule 1.4(a)	-	Estimated Cure Amount
Schedule 4.1(f)	-	Compliance with Law
Schedule 4.1(g)	-	Contracts
Schedule 4.1(h)	-	Material Permits
Schedule 11.5	-	Brokers and Finders
Schedule 12.1(a)	-	Intellectual Property

EXHIBIT

Exhibit 1 - Bidding Procedures Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 26, 2020 (the “Effective Date”), is entered into by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to this Agreement (collectively with ROC, “Seller”), and Sturm, Ruger & Company, Inc. (“Buyer”), or a Buyer Acquisition Vehicle as assignee in accordance with Section 11.1. Capitalized terms used in this Agreement are defined or cross-referenced in Article 12.

RECITALS

A. Seller is engaged in the design, development, testing, manufacture, marketing, sale and distribution of Marlin brand products (including discontinued products and those yet to be launched) using the Marlin name (the “Products” and the design, development, testing, manufacture, marketing and sale of the Products is collectively referred to herein as the “Business”), and owns various assets related to the Business. On July 27, 2020 (the “Petition Date”), each of the entities comprising Seller filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court”) administratively consolidated under Case No. 20-81688-CJR11 (the “Bankruptcy Case”).

B. On the Petition Date, Seller filed a Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Debtors’ Assets (the “Bidding Procedures Motion”) pursuant to which Seller sought, and the Bankruptcy Court approved, the Bidding Procedures Order attached hereto as Exhibit 1 (the “Bidding Procedures Order”).

C. Buyer desires to purchase the Acquired Assets free and clear of Liens, Claims and Interests, but not assume any Claims of Seller, and Seller desires to sell, convey, assign and transfer to Buyer, the Acquired Assets, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

D. Buyer, in exchange for the transfer to Buyer of the Acquired Assets, desires to provide certain consideration (as set forth below) to Seller.

E. The Acquired Assets are assets of Seller, which are to be purchased by Buyer pursuant to a final, non-appealable order of the Bankruptcy Court, whose terms are acceptable to Buyer in its sole and absolute discretion, approving such sale pursuant to Sections 105, 363 and 365 of the Bankruptcy Code with a finding of good faith on the part of Buyer (the “Sale Order”), which Sale Order will include the authorization for the assumption by Seller and assignment to Buyer of certain executory contracts and unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with the applicable provisions of the Bankruptcy Code. The consummation of the transactions set forth in this Agreement is subject, among other things, to the entry of the Sale Order as a final Order.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS.

Section 1.1 Transfer of Acquired Assets. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller's legal and equitable rights, title and interest in and to the Acquired Assets free and clear of all Liens, Claims and Interests. For all purposes under this Agreement, the term "Acquired Assets" shall not include any Excluded Assets, and shall mean the following properties, assets, Interests and rights of Seller:

(a) [*Reserved*];

(b) all of Seller's (i) woodworking equipment located at the Lexington Property, that is necessary for the production of all the Products in the volumes and as currently produced by Seller, a schedule of which shall be delivered by Seller to Buyer prior to the Closing, (ii) equipment, machinery, furniture, fixtures and improvements, woodworking equipment, engraving equipment, molds, forms, tooling and spare parts and any other tangible personal property (including without limitation consumables located at the premises of the Business) that is in any of the foregoing cases listed in this cause (ii) used for the ownership, operation or management of the Business, in each of the foregoing cases to the extent listed on Schedule 1.1(b), and (iii) molds, forms, tooling and spare parts which are not located at Seller's Huntsville, Alabama or Ilion, New York facilities that are necessary for the production of all the Products in the volumes and as currently produced by Seller, a schedule of which shall be delivered by Seller to Buyer prior to the Closing (the foregoing clauses (i), (ii) and (iii) being collectively the "Owned FF&E") (wherever such Owned FF&E is located, whether at any Owned Real Property, any Leased Real Property or any third party location (including vendors or supplier locations)), in each case other than real property and that Owned FF&E specifically identified by Buyer for abandonment, and (iii) to the extent assignable, rights to any warranties and licenses received from manufacturers and sellers of the Owned FF&E;

(c) all of Seller's (i) equipment, machinery, furniture, fixtures and improvements, woodworking equipment, engraving equipment, engraving equipment, roll marking equipment, box label printers, scanners, molds, forms, tooling and spare parts, and any other tangible personal property that is in any of the foregoing cases used for the ownership, operation or management of the Business, that are in each case leased pursuant to any Contract listed in Schedule 1.1(c), in each case other than real property and those items specifically identified by Buyer for lease rejection or abandonment (the "Assigned FF&E Leases" and the equipment, machinery, furniture, fixtures and improvements, tooling and spare parts so leased, the "Leased FF&E") (wherever such Leased FF&E is located, whether at any Owned Real Property, any Leased Real Property or any third party location (including vendors or supplier

locations)), (ii) rights under the Assigned FF&E Leases, and (iii) to the extent assignable, rights to any warranties and licenses received from manufacturers and lessors of the Leased FF&E;

(d) all proceeds and recoveries from policies (but not, for the avoidance of doubt, any Insurance Policies themselves) to the extent such proceeds and recoveries are received in respect of any Acquired Assets regardless of when the related loss occurred (the rights described in this Section 1.1(d) being collectively the “Acquired Policy Rights”);

(e) all Contracts set forth on Schedule 1.1(e) (collectively, the “Assigned Business Contracts” and, together with the Assigned FF&E Leases, the “Assigned Contracts”);

(f) all (i) Intellectual Property owned or used by Seller primarily in connection with the ownership, operation and/or management of the Business and any and all corresponding rights that, now or hereafter, may be secured throughout the world, (ii) Intellectual Property licensed to Seller primarily in connection with the ownership, operation and/or management of the Business and (iii) Seller’s documents and records related to Seller’s actions and communications regarding the protection and enforcement of such Intellectual Property (the “Acquired Intellectual Property”); provided, that for the avoidance of doubt, the Acquired Intellectual Property includes all Intellectual Property set forth on Schedule 12.1(a);

(g) [*Reserved*];

(h) all right, title and interest in and to all inventory, parts, supplies and finished goods related to the Products or within the scope of the operations of the Business, including, without limitation, those located on the Owned Real Property and the Leased Real Property or (to the extent within the scope of the operations of the Business) in the possession of any third-party bailees (collectively, the “Inventory”), including, without limitation, the Inventory listed on Schedule 1.1(h);

(i) Claims held by Seller that relate to Acquired Assets;

(j) copies of (i) all preventative maintenance schedules and maintenance documents and records, (ii) all documents related to litigation involving the Products or the Business during the last ten (10) years (including any documents which may otherwise be subject to the attorney-client, attorney work product or any other privilege), (iii) the Historic Firearms Books and Records of Seller, and (iv) all documents, records and correspondence related to protection and enforcement of the Acquired Intellectual Property; and

(k) All rights to or claims for refunds, overpayments or rebates of all Taxes related to the Business or Acquired Assets other than refunds described in Section 1.2(g);

(l) all other tangible or intangible assets owned, controlled or used by Seller and necessary for the ownership, operation and/or management by Buyer of the Business.

Section 1.2 Excluded Assets. Notwithstanding any provision to the contrary in Section 1.1, the Acquired Assets shall specifically exclude the following properties, Contracts, Leases, and other assets, interests and rights of Seller (all such items not being acquired by Buyer being referred to in this Agreement as the “Excluded Assets”):

- (a) all Owned Real Property;
- (b) all Leases pursuant to which Seller has the right to possess, use, lease or occupy (or grant others the right to possess, use, lease or occupy) any Leased Real Property, together with all security and other deposits related thereto and prepaid rent associated therewith;
- (c) all rights of every nature and description under or arising out of (including rights to refunds or adjustments relating to, and proceeds and recoveries from): (i) all insurance policies of Seller other than the Acquired Policy Rights (including, for the avoidance of doubt, those covering Liabilities and Claims against Seller and its affiliates relating to the Employee Liabilities); and (ii) all Employee Benefit Plans (the foregoing clauses (i) and (ii) collectively, the “Excluded Insurance Policies”);
- (d) any asset that is not owned or leased by Seller or not used or held for use in connection with the ownership, operation and management of the Business;
- (e) any minute books, stock ledgers, corporate seals and stock certificates of Seller, and other books and records of Seller, including those that Seller is required by Law to retain and all Tax Returns, financial statements and corporate or other entity filings; provided that Seller shall provide Buyer with reasonable access to the same following the Closing to the extent relating to the Acquired Assets and when reasonably requested by Buyer;
- (f) all (i) prepaid premiums in respect of all Excluded Insurance Policies, (ii) retainers, prepayments or on-account cash paid to Seller’s professionals and advisors, including any carve-out under any DIP Facility or cash collateral arrangements (whether retained in the Bankruptcy Case or otherwise), and (iii) other deposits, prepaid charges and expenses paid by Seller to the extent such deposits, charges, or expenses are in connection with or relating to any Excluded Asset;
- (g) except as provided in Section 8.2(d)(v), all rights to or claims for refunds, overpayments or rebates of Excluded Taxes, including any refunds, overpayments or rebates of Excluded Taxes for any Straddle Period, other than, in any of the foregoing cases, any such refunds, overpayments or rebates that are attributable to Taxes actually paid or otherwise borne by Buyer;
- (h) all shares of capital stock (and any other equity interests or rights convertible into equity interests) issued by any Seller entity;
- (i) all Documents exclusively relating to any Excluded Asset;
- (j) all Documents relating to any Employees who do not become Transferred Employees;
- (k) all Employee Benefit Plans and all assets of, and Contracts relating to or associated with, such plans;
- (l) all Cash and all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing;

- (m) all Claims of Seller relating to the Excluded Assets;
- (n) any rights of Seller under this Agreement or any Ancillary Agreement to which Seller is a party, including without limitation any rights relating to the Purchase Price;
- (o) original Historic Firearms Books and Records of Seller, except to the extent Buyer requires copies of such records as provided in Section 1.1(j);
- (p) all original Documents of Seller held by Seller or Seller's counsel relating to (i) any litigation against Seller or (ii) the Employee Liabilities, though Buyer requires copies of documents related to litigation involving the Products or the Business during the last ten (10) years as provided in Section 1.1(j);
- (q) the D&O Insurance, and all proceeds thereof;
- (r) all Software other than Software included within the definition of Intellectual Property or that is required to run the Business;
- (s) the Remington Name;
- (t) all leased equipment, machinery, molds, forms, tooling and fixtures that is not subject to an Assigned FF&E Lease, that is subject to a lease specifically identified by Buyer for rejection or abandonment or which does not relate to the Products;
- (u) all rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses related to any Excluded Liability;
- (v) any Products not marked or manufactured in compliance with applicable ATF rules, regulations and laws, unless Seller, at its own expense, brings such Products into compliance prior to Closing;
- (w) any properties, Leases, or other assets, interests and rights of Seller that do not relate to the ownership, operation or management of the Business;
- (x) any Contracts other than such Contracts that Buyer elects to assume pursuant to Section 1.1(e);
- (y) all Permits;
- (z) all Avoidance Actions; and
- (aa) Claims held by Seller against any party that are covered by, relate to or are based upon any Excluded Insurance Policy or the D&O Insurance.

Section 1.3 No Assumption of Liabilities. Buyer shall not assume any Liabilities, obligations or other Claims of Seller, its Affiliates or any of their respective Related Persons, including, without limitation, any of the following Liabilities (all items in this Section

1.3 being, collectively, the “Excluded Liabilities”), and Seller shall retain such Excluded Liabilities:

- (a) all Liabilities under or relating to the Excluded Assets;
- (b) all Liabilities of Seller under or relating to the Priority Term Loan, the FILO Facility, the Exit Term Loan or the Intercompany Note;
- (c) all Liabilities of Seller under any Customer Orders, the Purchase Orders (including Liabilities in respect of customer deposits, security deposits and prepaid items), or Seller’s consumer rebate program(s);
- (d) all Liabilities for Excluded Taxes;
- (e) all Liabilities under the CBA, or any other agreement or arrangement with any employee collective bargaining representative, whether or not formally recognized by Seller;
- (f) all Liabilities under any Employee Benefit Plans, including the Pension Plan;
- (g) all Employee Liabilities;
- (h) all Liabilities arising out of, or relating to the ownership or use of the Business and/or the Acquired Assets prior to the Closing;
- (i) all Liabilities of Seller arising under or incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements to which Seller is a party and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;
- (j) all City of Huntsville Project Development Liabilities;
- (k) all Liabilities arising from and in connection with grants of restricted common unit/share awards and stock options by Seller;
- (l) all Liabilities of Seller under this Agreement, or under any Ancillary Agreement to which Seller is a party;
- (m) all Liabilities under any Excluded Contracts and Leases;
- (n) all State of Alabama Project Development Liabilities;
- (o) the Retained Litigation;
- (p) all Liabilities arising out of or relating to applicable Environmental Laws and other Laws, including in connection with any contamination, clean-up or remediation associated therewith, including those required for, identified in connection with, or resulting from the movement or removal (other than actions by Buyer or its agents in violation of

applicable Environmental Laws and other Laws) of the Acquired Assets from any Owned Real Property or Leased Real Property;

(q) all Liabilities arising out of or relating to any product or service warranty or any product or service liability, whether in respect of the Products, the Business or otherwise; and

(r) the D&O Insurance (including the cost thereof and any deductibles or retentions associated therewith) and all Liabilities and obligations to indemnify and hold harmless any Seller D&Os or employees.

Section 1.4 Designation of Leases and Contracts for Assumption by Seller and Assignment to Buyer; Cure Amount.

(a) At such time as is specified in the Sale Order, pursuant to Section 365 of the Bankruptcy Code, Seller shall assume and assign to Buyer, and Buyer shall take assignment from Seller of, the Assigned FF&E Leases and the Assigned Contracts. The amounts necessary, pursuant to Section 365 of the Bankruptcy Code, to cure any and all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults under any Assigned FF&E Lease or Assigned Contract (such aggregate amount, the “Cure Amount”) shall be paid by Buyer, in each case as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order and this Agreement. Schedule 1.4(a) contains Seller’s estimate as of the Effective Date of the Cure Amount. Buyer may, in its sole discretion, amend Schedule 1.1(c) and/or Schedule 1.1(e) to add or remove any Contracts or Leases from such Schedules at any time prior to the date of a final hearing to approve the sale of the Acquired Assets (the “Sale Hearing”), upon written notice to Seller, and the definitions of Acquired Assets, Excluded Assets and Excluded Liabilities shall be updated to correspond to such changes.

(b) Seller shall timely serve the motion seeking entry of the Sale Order to all parties to Assigned FF&E Leases and Assigned Contracts and, subject to Section 1.5, Seller shall cause the Assigned Leases and Assigned Contracts to be assumed by Seller and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code, and Seller shall comply with all requirements under Section 365 of the Bankruptcy Code necessary to assign and delegate to Buyer all of Seller’s rights and obligations under the Assigned FF&E Leases and Assigned Contracts, and Buyer shall pay all Cure Amounts with respect to the Assigned FF&E Leases and Assigned Contracts prior to assignment to Buyer.

Section 1.5 Non-Assignment of Acquired Assets. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any Acquired Asset if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Seller (each such action, a “Necessary Consent”), would constitute a breach thereof (after giving effect to any waiver by the applicable counterparty, or any elimination of such approval, authorization or consent requirement by operation of the Sale Order) or in any way adversely affect the rights or obligations of Buyer thereunder and such Necessary Consent is not obtained and (b) the Bankruptcy Court shall not have entered a final Order prior to Closing providing that such

Necessary Consent is not required because the transfer thereof shall be deemed by the Bankruptcy Court to be (x) effective and (y) not a breach thereof, notwithstanding the failure to obtain such Necessary Consent. In such event, Seller and Buyer will use their commercially reasonable efforts, other than as to Non-Debtor Affiliates for whom Seller shall use best efforts, to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that for parties other than Non Debtor Affiliates, Seller shall not be obligated to pay any consideration therefor to any third-party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval; provided, further, that if all Necessary Consents are not obtained despite Seller's commercially reasonable efforts to obtain such Necessary Consents, Buyer shall remain obligated to close the transactions contemplated by this Agreement upon the satisfaction of the conditions set forth in Section 9.2(b).

Section 1.6 Further Conveyances and Assumptions.

(a) Seller shall deliver to Buyer at the Closing, or in a reasonably timely manner thereafter, such Employee Records as are reasonably necessary for Buyer to transition the Transferred Employees into Buyer's records, as well as all other Documents included in the Acquired Assets.

(b) At the Closing, and from time to time thereafter, Seller and Buyer shall, and Seller and Buyer shall cause their respective Affiliates to, execute, acknowledge and deliver all such further actions, as may be reasonably necessary or appropriate to sell, transfer, convey, assign and deliver fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement, and to otherwise make effective or evidence the transactions contemplated by this Agreement.

Section 1.7 Conflicts with Other Bidders. In the event of any conflict regarding the Acquired Assets between this Agreement and agreements governing other sales of the Seller's assets in the Bankruptcy Case (the "Other Agreements") defined herein or therein, Buyer shall cooperate in good faith with Seller, whether before or after the Closing Date, to ensure all assets are allocated between the parties in order to reflect the intent of Buyer hereunder and any such other purchasers of Seller's assets pursuant to the Other Agreements. Without limitation to the foregoing, Buyer agrees to enter into a non-exclusive, perpetual, worldwide, royalty-free license in favor of the buyer or buyers of the Non-Marlin Business to use Patents Nos. 10,254,063 and 10,718,584 in the Non-Marlin Business. "Non-Marlin Business" shall have the meaning provided to the term "Business" as set forth in the Asset Purchase Agreement between Seller and the Roundhill Group, LLC executed as of the date hereof or if the transactions contemplated by such Asset Purchase Agreement are not consummated, shall mean the design, development, testing, manufacture, marketing, sale and distribution of firearms and related components not using the Marlin name.

ARTICLE 2. CONSIDERATION

Section 2.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets (the “Purchase Price”) shall be an amount equal to Thirty Million United States Dollars (US\$30,000,000) (the “Gross Closing Cash Payment”), to be adjusted pursuant to Section 2.2(b), and paid and delivered in accordance with Section 3.3(a).

Section 2.2 Good Faith Deposit.

(a) Concurrently with the execution and delivery of this Agreement, notwithstanding anything to the contrary in this Agreement, Buyer shall pay to Seller the amount of Three Million United States Dollars (US\$3,000,000) by wire transfer of immediately-available funds (the “Good Faith Deposit”). The Good Faith Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of either of Seller or Buyer and shall be deposited in a segregated deposit account of Seller and held in trust to be administered solely in accordance with the terms of this Agreement and the Bidding Procedures Order. Upon the Closing, the Good Faith Deposit shall be an Excluded Asset and shall not be subject to any restrictions under this Agreement.

(b) If the Closing occurs, the Gross Closing Cash Payment shall be reduced by the amount of the Good Faith Deposit (such resulting amount, the “Net Closing Cash Payment”), to be paid and delivered in accordance with Section 3.3(a).

(c) If this Agreement is terminated pursuant to Section 10.1, the Good Faith Deposit shall be repaid to Buyer or retained by Seller in the amounts and at the times set forth in Section 10.2(a) through Section 10.2(c).

(d) Buyer (or Affiliate thereof) shall be entitled to deduct and withhold, and Buyer (or Affiliate thereof) shall deduct and withhold, any amounts that it is required to deduct and withhold pursuant to any provision of applicable Tax Law in connection with any payments required to be made by Buyer (or Affiliate thereof) pursuant to the terms of this Agreement. To the extent that amounts are so withheld by Buyer (or Affiliate thereof), such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person otherwise entitled to receive such payments pursuant to this Agreement.

ARTICLE 3. CLOSING AND DELIVERIES

Section 3.1 Closing. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place remotely by the electronic exchange of documents and signatures, or such other place as may be agreed upon, at 7:00 a.m., local Pacific Time, on the fifth (5th) Business Day following the satisfaction or, to the extent permitted by this Agreement, waiver of each of the conditions set forth in Article 9 of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction, or waiver to the extent permitted by this Agreement, of such conditions), or such other date as may be agreed to by Seller and Buyer, which date shall not be earlier than the first day following the Sale Order becoming final and not subject to appeal (the “Closing Date”).

Section 3.2 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) all of the Acquired Assets, together with one or more duly executed bills of sale, warranty deeds, endorsed certificates of title and other evidence of transfer and instruments of conveyance appropriate for the applicable Acquired Assets, each as reasonably requested by Buyer and otherwise in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller;

(b) one or more duly executed assignment agreements for the Assigned Contracts, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an "Assignment Agreement");

(c) one or more duly executed assignment agreements for the Assigned FF&E Leases, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an "Assignment of Lease");

(d) one or more duly executed assignments of (i) the trademark and patent registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in a form suitable for recording in the U.S. Patent and Trademark Office (and equivalent offices in jurisdictions outside the United States), (ii) the Internet domain name registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in a form suitable for filing with all applicable domain name registries (and Seller shall have completed any and all online procedures with all applicable domain name registries and provided Buyer with all login and account information to allow Buyer to take over ownership and management of such Internet domain name registrations and applications), (iii) the social media accounts included in the Acquired Intellectual Property (and Seller shall have completed any and all online procedures with all applicable social media outlets and provided Buyer with all login and account information to allow Buyer to take over ownership and management of such social media accounts), and (iv) general assignments of all other Acquired Intellectual Property, in each case in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an "Acquired Intellectual Property Assignment");

(e) copies of all approved ATF-required forms necessary to transfer firearms regulated by the National Firearms Act to Buyer;

(f) the officer's certificate required to be delivered pursuant to Section 9.2(a) and Section 9.2(b);

(g) a certified copy of the Sale Order;

(h) with respect to each entity comprising Seller, a certificate in compliance with Treasury Regulation Section 1.1445-2, certifying that the transactions contemplated hereby are exempt from withholding under Section 1445 of the Code.

Section 3.3 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) cash in an amount equal to the Net Closing Cash Payment, by wire transfer of immediately available funds to the U.S. bank account or accounts of Seller identified by Seller in writing reasonably in advance of the Closing;

(b) one or more duly executed Assignment Agreements;

(c) one or more duly executed Assignments of Leases;

(d) one or more duly executed Acquired Intellectual Property Assignments;
and

(e) the officer's certificate required to be delivered pursuant to Section 9.1(a) and Section 9.1(b).

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Corporate Organization. Each entity comprising Seller is duly formed or incorporated and validly existing and in good standing under the laws of its respective state of domicile. Subject to any necessary authority from the Bankruptcy Court, each entity comprising Seller has the requisite corporate or limited liability company power and authority to conduct the Business as now being conducted and to carry out its obligations under this Agreement. Seller is duly qualified to do business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(b) Authorization and Validity. Each entity comprising Seller has the corporate or limited liability company power and authority necessary to enter into this Agreement and each Ancillary Agreement and, subject to the Bankruptcy Court's entry of the Sale Order, to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or limited liability company action by the boards of directors or managers of Seller, and no other corporate or limited liability company proceedings are necessary for the performance by Seller of its obligations under this Agreement or the consummation by Seller of the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by Seller and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Buyer, is a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(c) No Conflict or Violation. Neither the execution and delivery by Seller of this Agreement or any of the Ancillary Agreements to which Seller is a party, nor (subject to the Bankruptcy Court's entry of the Sale Order) the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements, nor compliance by Seller with any of the

provisions hereof or thereof, will (x) conflict with or result in any breach of any provision of the respective certificates of incorporation or formation of Seller or the respective by-laws or operating agreements of Seller, (y) violate any provision of law, regulation, rule or other legal requirement of any Government (“Law”) or any order, judgment or decree of any court or Government (“Order”) applicable to Seller or any of its properties or assets, except, in either of the foregoing cases (x) and (y), for any conflict or violation as would not reasonably be expected to cause a Material Adverse Effect.

(d) Government Persons. Seller is not required to submit any notice, report or other filing with, and no consent, approval or authorization is required by, any Government Person in connection with the execution, delivery, consummation or performance of this Agreement or the consummation of the transactions contemplated hereby.

(e) Title and Ownership. Seller has good title to, or right by license, lease or other agreement to use, the Acquired Assets. Subject to the entry of the Sale Order, at the Closing, Seller will have the right to transfer the Acquired Assets to Buyer free and clear of all Liens, other than Permitted Liens. The Acquired Assets represent all of the assets used by Seller in the conduct of the Business.

(f) Compliance with Law. Except as set forth on Schedule 4.1(f), (i) Seller has operated the Business in material compliance with all applicable Laws, and (ii) except as may result from the Bankruptcy Case, Seller has not received written notice of any violation of any applicable Laws, nor is Seller in default with respect to any Order applicable to the Acquired Assets.

(g) Contracts and Leases. As of the Effective Date, other than as set forth on Schedule 4.1(g) or in motions or other pleadings or similar items filed with the Bankruptcy Court, neither Seller nor, to Seller’s Knowledge, any other party to any of the Assigned Contracts or Assigned FF&E Leases has commenced any action against any of the parties to such Assigned Contracts or Assigned FF&E Leases or given or received any written notice of any default or violation under any Assigned Contract or Assigned FF&E Lease that was not withdrawn or dismissed, except only for those defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Assigned Contracts and Assigned FF&E Leases free and clear of such defaults). Assuming due authorization, execution, delivery and performance by the other parties thereto, each of the Assigned Contracts and Assigned FF&E Leases is, or will be at the Closing, valid, binding and in full force and effect against Seller, except as otherwise set forth on Schedule 4.1(g).

(h) Permits. Schedule 4.1(h) sets forth a complete and correct list of all material Permits currently held by Seller in connection with the Business (“Material Permits”), and all Material Permits at the current locations of the Business are, except as would not cause a Material Adverse Effect, in full force and effect.

(i) Intellectual Property. Schedule 12.1(a) sets forth a complete and correct list of all registrations and applications of the trademarks, patents and domain names owned and primarily used by Seller in connection with the Business. The patents set forth on Schedule

12.1(a) include all the patents currently used for the manufacture of the Products currently produced by the Seller.

(j) Condition of Acquired Assets. The Owned FF&E and Leased FF&E included in the Acquired Assets in the aggregate is in good condition and working order, normal wear and tear excepted and are free from deferred maintenance, and each individual item which would cost in excess of \$5,000 to replace is in good condition and working order, normal wear and tear excepted and is free from deferred maintenance.

(k) Trademarks. Schedule 12.1(a) includes a complete and correct list of all unregistered trademarks and service marks owned and primarily used by Seller in the Business.

(l) Seller Not a Foreign Person. Seller is not a “foreign person” within the meaning of Section 1445 or 1446 of the Code.

(m) Necessary FF&E. The Owned FF&E and the Leased FF&E include the equipment, machinery, furniture, fixtures and improvements, woodworking equipment, engraving equipment, molds, forms, tooling and spare parts and any other tangible personal property (including without limitation consumables located at the premises of the Business) that is necessary for the production of all the Products as currently produced by the Seller.

Section 4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Corporate Organization. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Buyer has the requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted and to carry out its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(b) Qualification to do Business. Buyer is duly qualified to do business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Buyer has the requisite corporate power and authority necessary to enter into this Agreement and each of the Ancillary Agreements to which Buyer is a party, and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and those Ancillary Agreements to which Buyer is a party have been duly authorized by all necessary corporate action by the board of directors (or equivalent), and no other corporate proceedings are necessary for the performance by Buyer of its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party, or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement and each of the Ancillary Agreements to which Buyer is a party have been duly and validly executed and delivered by it and are valid and binding obligations of Buyer enforceable against it in accordance with their respective terms.

(d) No Conflict or Violation. Neither the execution and delivery by Buyer of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor the

consummation of the transactions contemplated hereby or thereby, nor compliance by Buyer with any of the provisions hereof or thereof, will (i) conflict with or result in any breach of any provision of the certificate of incorporation or by-laws (or equivalent documents) of Buyer, (ii) violate any provision of Law, or any Order applicable to Buyer or any of its properties or assets, or (iii) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any contract, indenture, note, bond, lease, license or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (ii) for entry of the Sale Order by the Bankruptcy Court; or (iii) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Adequate Assurances Regarding Assigned Contracts and Assigned FF&E Leases. Buyer is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts and Assigned FF&E Leases.

(g) Financial Capability. Buyer and any Buyer Acquisition Vehicle currently has, or at Closing will have available, funds necessary to consummate the transactions contemplated by this Agreement, including the acquisition of the Acquired Assets, and the payment therefor to Seller of the Purchase Price, and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer is a party on the terms and subject to the conditions contemplated hereby and thereby

(h) Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Business, the Acquired Assets, operations, technology, assets, liabilities, financial condition and prospects of the Business as formerly carried on by Seller and acknowledges that Seller has provided Buyer with reasonable access to the personnel, properties, premises and records of the Business for this purpose. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Bankruptcy Case. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis, and Buyer (i) acknowledges that neither Seller nor any of its Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Section 4.1 (which are subject to the limitations and restrictions contained in this Agreement); and (ii) agrees, to the fullest extent permitted by Law, that none of Seller, its Affiliates or any of their respective Related Persons shall have any liability or

responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including, without limitation, in contract or tort, under federal or state securities Laws or otherwise, but excluding misrepresentation or concealment arising from actual fraud of Seller) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including, without limitation, in respect of the specific representations and warranties of Seller set forth in this Agreement, except, with regard to Seller, for the representations and warranties contained in Section 4.1 and, with respect to such representations and warranties, subject to the limitations and restrictions contained in this Agreement.

Section 4.3 Warranties Exclusive; Schedules.

(a) The representations and warranties contained in Article 4 are the only representations or warranties given by the parties to this Agreement and all other express or implied warranties are disclaimed. Without limiting the foregoing, the Acquired Assets are otherwise conveyed “AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED”, except to the extent set forth in this Agreement.

(b) Should any Exhibit or Schedule not be completed and attached to this Agreement as of the Effective Date, Seller and Buyer will promptly negotiate in good faith any such Exhibit or Schedule, which Exhibit or Schedule must be acceptable to each of Seller and Buyer in their reasonable discretion prior to being attached hereto.

(c) The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgement that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

Section 4.4 Survival of Representations and Warranties. None of the representations or warranties of Buyer or Seller set forth in this Agreement or any Ancillary Agreement to which Buyer or Seller is a party or in any certificate delivered pursuant to Section 9.1(a), Section 9.1(b), Section 9.2(a) or Section 9.2(b) shall survive the Closing (and, for the avoidance of doubt, all covenants set forth in this Agreement or any Ancillary Agreement to which Buyer or Seller is a party shall survive in accordance with their respective terms).

ARTICLE 5. COVENANTS OF THE PARTIES

Section 5.1 Covenants of Seller. Seller covenants as follows:

(a) Commercially Reasonable Efforts. Between the Effective Date and the Closing Date, Seller shall use commercially reasonable efforts to (except as may be disclosed to Buyer) (i) obtain all necessary consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement and the Ancillary Agreements to which Seller is a party, (ii) take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the

Ancillary Agreements, and (iii) maintain the Acquired Assets substantially in accordance with Seller's current practices and procedures (as adjusted for the effects of any COVID Restrictions).

(b) Access to Properties and Documents; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access (subject to any COVID Restrictions) during normal business hours throughout the period from the Effective Date until the Closing Date (or the earlier termination of this Agreement pursuant to Article 10) to all Documents of Seller relating to the Acquired Assets. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access, taking into account any COVID Restrictions and Seller's resources and other commitments, during normal business hours, to all Acquired Assets, and to Seller's executive officers, accountants, counsel, employees and other representatives, throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 10). Seller shall afford to Buyer and Buyer's representatives access to the Business to observe, assess, or otherwise review Seller's operation of the Business. The rights of access contained in this Section 5.1(b) are granted subject to, and on, the following terms and conditions: (i) any such investigation shall be conducted in a reasonable manner; (ii) all information provided to Buyer or its agents or representatives by or on behalf of Seller or its agents or representatives (whether pursuant to this Section 5.1(b) or otherwise) will be governed and protected by the Confidentiality Agreement, dated as of June 30, 2020 by and between Buyer and ROC (the "Confidentiality Agreement") and the Clean Team Agreement, dated as of August 7, 2020 by and between Buyer and ROC; and (iii) such rights of access shall not affect or modify the conditions set forth in Article 9 or the obligations set forth in Section 6.5 in any way.

(c) Operation of the Business. Except as otherwise contemplated or permitted by this Agreement or the Ancillary Agreements, would not constitute a Material Adverse Effect, or with the prior consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or in connection with any Order relating to the Bankruptcy Case, between the Effective Date and the Closing Date, Seller shall (i) use best efforts to safeguard and maintain the Acquired Assets in their condition as of the Effective Date (except for ordinary wear and tear) and prevent any destruction thereof or material damage thereto between the Effective Date and the Closing Date, (ii) not enter into, materially amend or terminate any Assigned Contract or Assigned FF&E Lease outside of the ordinary course of business where such amendment or termination would have a material and adverse effect on the value of the Acquired Assets taken as a whole and (iii) notify Buyer of any notices relating to or proposed changes affecting Seller's insurance policies covering any of the Acquired Assets. Notwithstanding the foregoing, nothing in this Agreement shall restrict Seller from rejecting any Contract or Lease that is not an Assigned Contract or Assigned FF&E Lease.

Section 5.2 Covenants of Buyer. Buyer covenants as follows:

(a) Commercially Reasonable Efforts. Buyer shall use all commercially reasonable efforts to (i) obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Adequate Assurances Regarding Assigned Contracts and Assigned FF&E Leases. With respect to each Assigned Contract and Assigned FF&E Lease, Buyer shall undertake reasonable efforts to provide adequate assurance of the future performance of such Assigned Contract or Assigned FF&E Lease by Buyer; provided that, for clarity the failure to provide adequate assurance shall not be a breach of this Section 5.2(b) if Buyer has undertaken reasonable efforts to provide such assurance. Buyer agrees that it will promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including, without limitation, furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer's employees and representatives available to testify before the Bankruptcy Court.

(c) Cure of Default. Buyer shall, without any adjustment to the Purchase Price, as of the Closing or, in respect of any Assigned Contracts or Assigned FF&E Leases for which the Bankruptcy Court does not enter an Order fixing the Cure Amount until after the Closing, then immediately following the entry of such Order, cure any and all defaults under the Assigned Contracts and Assigned FF&E Leases, including paying the applicable Buyer's Cure Amount, which defaults are required to be cured under the Bankruptcy Code, so that such Assigned Contracts and Assigned FF&E Leases may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(d) Performance under Assigned Contracts and Assigned FF&E Leases. Buyer shall (i) from and after the Closing Date, assume all obligations and liabilities of Seller under the Assigned Contracts and Assigned FF&E Leases, (ii) from and after the Closing Date, take all actions necessary to satisfy its obligations and liabilities under the terms and conditions of each of the Assigned Contracts and Assigned FF&E Leases, and (iii) indemnify, defend and hold harmless Seller, Seller's Affiliates, and all of their respective Related Persons from and against any damages, losses, costs, expenses and other liabilities arising out of a breach of this Section 5.2(d) or any of Buyer's other covenants contained in this Agreement or any Ancillary Agreements to which Buyer is a party.

(e) Released Claims. Effective as of the Closing Date, Buyer, on behalf of itself and its Affiliates and each of their respective employees, directors, officers, shareholders, and advisors, hereby covenants and agrees that it shall not (i) assert any Claims that constitute Acquired Assets to the extent such Claims have been, or are at any time thereafter, released by or on behalf of Seller or any other Person pursuant to the Plan, an Order of the Bankruptcy Court, or otherwise or (ii) pursue, prosecute or assert any rights related to any Claims against employees, officers, directors, counsel and other advisors of Seller, including by way of offset or recoupment.

ARTICLE 6. ADDITIONAL AGREEMENTS

Section 6.1 Bankruptcy Matters.

(a) Backup Bidder. In the event that Buyer is designated as the "Backup Bidder" in accordance with and as defined in the Bidding Procedures Order, Buyer agrees that it will keep the Backup Bid (as defined in the Bidding Procedures Order) open and irrevocable until the earlier of (i) 5:00 p.m. (prevailing Central Time) on the date that is sixty (60) days after

the date of entry of the Bankruptcy Court's Order approving the Alternative Transaction and (ii) the closing date of the Alternative Transaction. Notwithstanding anything to the contrary in this Agreement, Seller may also identify and enter into agreements respecting (x) a "back-up" bid relating to an Alternative Transaction, and/or (y) a liquidation sale of all or a portion of the Inventory and the other assets of Seller, in either case to become effective in the event Buyer does not perform in accordance with the terms of this Agreement.

(b) Notice to Holders of Liens, Claims and Interests. Seller has provided notice of the Sale to all holders of Liens, Claims and Interests in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and any other applicable Order of the Bankruptcy Court.

(c) Entry of Sale Order. Seller has filed or will file with the Bankruptcy Court one or more motions which, collectively, seek the entry of the Sale Order. The Sale Order provides that, without limitation and notwithstanding anything to the contrary in this Agreement (including any Assigned Contract), Buyer is not liable for, and is taking the Acquired Assets free of, any Excluded Liability. Seller and Buyer shall use reasonable best efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement. In the event that any Orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Seller and Buyer will cooperate in determining and pursuing the response to any such appeal, petition or motion and Seller and Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion. For purposes of this Section 6.1(c) only, commercially reasonable efforts shall without limitation require each party to this Agreement to pay its costs and expenses reasonably required in connection with preparing and seeking entry of the Sale Order by the Bankruptcy Court and resolution of any appeal therefrom; provided the cost and expenses of the resolution of any appeal therefrom shall be the sole responsibility of Seller.

Section 6.2 Further Assurances. At the request and the sole expense of the requesting party, either party shall, at any time after the Closing Date, execute and deliver such documents as the other party or its counsel may reasonably request to effectuate the purposes of this Agreement.

Section 6.3 Reserved.

Section 6.4 Reserved.

Section 6.5 Transitional License. Effective upon the Closing, for a period not to exceed one hundred eighty (180) calendar days, Buyer shall grant Seller a non-exclusive, royalty-free, non-transferrable, non-extendable right and license to use the "Marlin" name and the trademarks and service marks included in the Acquired Assets, solely in connection with the wind-down and liquidation of Seller's estate and the conclusion of the Bankruptcy Case,

including for purposes of administering a plan of liquidation of the Excluded Assets, reconciling claims and making distributions.

Section 6.6 Access Covenant. Upon reasonable request from Seller, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will, for a period of two (2) years following the Closing Date, provide to Seller, and the accountants, counsel and representatives of Seller, including any administrator of the Plan or Seller's estate, such access to any pre-closing books and records relating to the Business in Buyer's possession as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan, or otherwise. Such access will include (a) reasonable access to Buyer's personnel, information technology systems and books and records and (b) the use of office space for individuals and office support of appropriate secretaries or clerks for employees of Seller engaged in such wind-down and liquidation process. Buyer will reasonably cooperate with Seller in the provision of such services, provided that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

Section 6.7 Indemnification for Use of Real Property. Buyer shall indemnify, defend and hold harmless (i) Seller, (ii) the lessors of any Leased Real Property, and (iii) Seller's and such lessors' respective Affiliates and Related Persons from and against all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by such Seller, Affiliate or Related Persons in connection with (A) Buyer's or Buyer's agents' or representatives' entry upon the Owned Real Property or the Leased Real Property in connection with their exercise of the right of access pursuant to Section 6.6, and (B) any and all other activities undertaken by Buyer or Buyer's agents or representatives with respect to any such Owned Real Property or Leased Real Property in connection with their exercise of the right of access pursuant to Section 6.6.

Section 6.8 Removal of Assets. At Closing, Seller will have caused all of the Acquired Assets to be located at the Owned Real Property or the Leased Real Property. At Closing, all Owned FF&E and Leased FF&E that is included in the Acquired Assets will have been disconnected by Seller from physical connection with Seller's property and all surfaces of said Owned FF&E and Leased FF&E will have been cleaned as to be free from any chemical residue, waste material, Hazardous Substances, pollution or petroleum products or by-products ("Prohibited Material"); provided however, that, in the event that Seller continues to operate the Business between the Effective Date and the Closing, Seller will provide Buyer with the opportunity (following reasonable advance written notice) and right to have one or more observers designated by Buyer present at the time of any and all disconnections and cleanings of the Acquired Assets. At Closing, Seller will provide to Buyer a certification by an independent environmental engineering firm previously approved by Buyer that the Owned FF&E and Leased FF&E that is included in the Acquired Assets is free from contact with the property of Seller and

is not in contact with any Prohibited Material. Buyer or its agents will remove the Acquired Assets on or after the Closing from Seller's facilities. Seller will reasonably cooperate with Buyer and its agents in such removal efforts and will provide Buyer and its agents with such access to Seller's facilities (including the right to enter such facilities) as is necessary for Buyer or its agents to remove the Acquired Assets. Seller will deliver to Buyer prior to Closing an irrevocable license (rent and cost free) to access the facilities at which the Acquired Assets are located, including the Owned Real Property and Leased Real Property, for a period not to exceed one hundred eighty (180) days after the Closing Date to remove the Acquired Assets, and Seller will cause any purchaser of any such Owned Real Property and assignee of such Leased Real Property to agree to be bound by such license prior to such sale or assignment.

Section 6.9 Certain Records. Seller shall be solely responsible for the retention (including all costs, expenses, Liabilities and Claims arising from or relating to such retention) of written or electronic copies of all records provided to Buyer and shall be solely responsible for providing such records to third parties in connection with any court order or permitted discovery relating to any Retained Litigation.

ARTICLE 7. EMPLOYEES AND WARN

Section 7.1 Transferred Employees. Buyer shall have the right, but not the obligation, at or after the Closing, to make offers of employment to and hire any employee of Seller determined by Buyer to be a key employee with respect to the Products. Seller shall reasonably cooperate and assist Buyer in identifying and making offers of employment to any such individuals, and in transitioning any such individuals hired by Buyer. If the Closing occurs, any such Employees who accept any such offer no later than five (5) days after the Closing Date are referred to in this Agreement as the "Transferred Employees". Buyer does not and will not, however, assume any Employee Liabilities or other Claims associated with any Transferred Employees, including any union-related collective bargaining agreement or any Benefit Plan.

Section 7.2 WARN Act. Seller shall be responsible for, and shall perform and pay for, all Liabilities for provision of notice or payment in lieu of notice or any applicable penalties under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state or local law arising on account of Buyer's acquisition of the Acquired Assets or termination of any employees, including any Transferred Employees (collectively, "WARN Liabilities").

Section 7.3 Third-Party Beneficiary. No provision of this Article 7 shall (a) create any third-party beneficiary or other rights in any current or former employee (including any beneficiary or dependent thereof) of Seller, Buyer or any other Person, (b) constitute or create, or be deemed to constitute or create, an employment agreement or employee benefit plan, (c) constitute or be deemed to constitute an amendment to any employee benefit plan sponsored or maintained by Seller or Buyer, or (d) alter or change the employment at-will status of any Employees.

ARTICLE 8. TAXES.

Section 8.1 Taxes Related to Purchase of Assets. All recording and filing fees and all federal, state and local sales, transfer, excise, value-added or other similar Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, but excluding all income taxes and other fees based upon gain realized by Seller as a result of the sale of the Acquired Assets (collectively, "Transaction Taxes"), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and which are not exempt under Section 1146(c) of the Bankruptcy Code, shall be paid by Buyer. Buyer and Seller agree to cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement, and Seller agrees to assist Buyer reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

Section 8.2 Cooperation on Tax Matters.

(a) Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) Buyer agrees to retain possession, at its own expense, of all accounting, business, financial and Tax records and information (i) relating to the Acquired Assets that are in existence on the Closing Date and transferred to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired Assets before the Closing Date, for a period of at least six (6) years from the Closing Date, and will give Seller notice and an opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Buyer agrees that it will provide access to Seller and its attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to those portions of books, records, documents and other information that relate solely to the Acquired Assets and time periods on or prior to Closing as Seller may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y) administer or complete any cases under Chapter 11 of the Bankruptcy Code of Seller. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets as they existed on or before the Closing, unless such access cannot be limited to the appropriate information, in which case, Buyer may, at its reasonable discretion, retrieve electronic data compilations of the appropriate information. Notwithstanding anything else in this Agreement to the contrary, Seller shall not have any right of access, review or inspection with respect to Buyer's combined, consolidated or unitary Tax Returns.

(c) If Seller receives any refund, overpayment or rebate of Taxes (including any refund, interest, overpayment or rebate relating to any Straddle Period) that is attributable to

Taxes paid by Buyer or any Affiliate thereof or otherwise borne by Buyer or any Affiliate thereof, it shall promptly, and in no case later than ten (10) Business Days after receipt thereof, pay such refund, overpayment or rebate over to Buyer net of any reasonable out-of-pocket cost or expense incurred in connection with such refund, overpayment or rebate.

(d)

(i) Seller, at Seller's sole cost and expense, shall prepare and file, or cause to be prepared and filed, (A) all Tax Returns for any taxable period ending on or prior to the Closing Date, (B) any Tax Returns for Excises Taxes with respect to firearms, guns and other items subject to Excise Taxes ("Excise Tax Property") for Excise Property sold or otherwise disposed of on or prior to the Closing Date and (iii) Tax Returns with respect to a Straddle Period not required to be filed by Buyer pursuant to Section 8.2(d)(ii) ("Seller Straddle Period Return"), in each case relating to the Acquired Assets or Business. In the case of a Seller Straddle Period Return, Seller shall furnish, no later than ten (10) days prior to the anticipated filing date of the applicable Seller Straddle Period Return, for Buyer's review and comment, and Seller shall accept any reasonable comments made by Buyer. Buyer shall pay to Seller the portion of Taxes shown as due (if any) on any Seller Straddle Period Return, solely to the extent such Taxes relate to the Acquired Assets and are not Excluded Taxes, that are allocable to the portion of the Straddle Period beginning on the day following the Closing Date (if any). Any such payments shall be made prior to the anticipated filing date,.

(ii) Buyer shall prepare and file, or cause to be prepared and filed (with Seller's reasonable cooperation) all Tax Returns relating solely to the Acquired Assets for a Straddle Period solely to the extent that the Buyer is required to file such Tax Returns pursuant to applicable Law ("Buyer Straddle Period Returns"). Buyer shall furnish any Buyer Straddle Period Return, no later than ten (10) days prior to the anticipated filing date of the applicable Straddle Period Tax Return, for Seller's review and comment, and Buyer shall consider in good faith comments made by Seller. Seller shall pay to Buyer the portion of Taxes shown as due on the Straddle Period Tax Return that are allocable to the portion of the Straddle Period ending on or prior to the Closing Date. Any such payments shall be made prior to the anticipated filing date. Notwithstanding the foregoing, Seller shall not have any right to review or comment with respect to any Straddle Period Tax Return to the extent that such Tax Return is a combined, consolidated or unitary Tax Return of Buyer.

(iii) Buyer and Seller shall reasonably cooperate in the preparation of any Tax Return described in this Section 8.2(d).

(iv) Buyer shall be permitted to offset any Taxes for which Seller is responsible pursuant to this Agreement by any refunds payable to Seller or an Affiliate thereunder pursuant to Section 1.2(g).

(e) Buyer and Seller will cooperate and Buyer shall use commercially reasonable efforts to cause the Buyer or any Buyer Acquisition Vehicle to be registered with the Alcohol and Tobacco Tax and Trade Bureau as a "manufacturer" for purposes of the Firearms Ammunition and Excise Tax on or before the Closing Date.

Section 8.3 Allocation of Purchase Price. Promptly (and in any event within sixty (60) days) following the Closing Date, Buyer shall deliver a schedule to Seller allocating the Purchase Price among the Acquired Assets (the “Allocation”). Seller and Buyer will cooperate to resolve any disputes regarding the Allocation and to file with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation, and the Allocation shall be reflected on any Tax Returns required to be filed as a result of the transactions contemplated by this Agreement.

ARTICLE 9. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.

Section 9.1 Conditions Precedent to Performance by Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 9.1(c)) may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Section 4.2 shall be accurate in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a material adverse effect on Buyer’s ability to perform its obligations hereunder, and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Good Faith Deposit and the Purchase Price in accordance with the terms of this Agreement, which obligations shall be performed in all respects), and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Cure of Defaults. At or prior to the Closing, any and all defaults under the Assigned Contracts and Assigned FF&E Leases that are required to be cured under the Bankruptcy Code shall have been cured, so that such Assigned Contracts and Assigned FF&E Leases may be assumed by Seller and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

(f) Buyer's Deliveries. Buyer shall have delivered to Seller all of the items set forth in Section 3.3.

Section 9.2 Conditions Precedent to Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 9.2(c)) may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. All representations and warranties made by Seller in Section 4.1 shall be accurate in all material respects on and as of the Closing Date as if again made by Seller on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(b) Performance of the Obligations of Seller. Seller shall have performed all obligations required under this Agreement to be performed by it on or before the Closing Date, other than failures of performance (i) that do not result in a Material Adverse Effect or (ii) under those obligations of Seller set forth in Section 6.2(d), and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, reversing or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Seller's Deliveries. Seller shall have delivered to Buyer all of the items set forth in Section 3.2.

ARTICLE 10. TERMINATION.

Section 10.1 Conditions of Termination. This Agreement may be terminated at any time before the Closing:

(a) By mutual written consent of Seller and Buyer;

(b) By Seller, by notice to Buyer, on or after the date that is one hundred twenty (120) calendar days after the Petition Date (the "Warranty Termination Date"), if the condition contained in Section 9.1(a) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(b) if Seller is then in material breach of this Agreement;

(c) By Seller, by notice to Buyer, if Seller has previously provided Buyer with written notice of Buyer's failure to perform any material covenant of Buyer contained in this Agreement and Buyer has failed on or before 11:59 PM (Central Time) on the fifth (5th) Business Day after such notice to perform such covenant; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(c) if Seller is then in material breach of this Agreement;

(d) By Seller, by notice to Buyer, on or after the date that is one hundred twenty (120) calendar days after the Petition Date (the "Approval Termination Date"), if any condition contained in Section 9.1(c) or Section 9.1(d) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 10.1(d) if Seller is then in material breach of this Agreement;

(e) By Buyer, by notice to Seller, on or after the Warranty Termination Date, if the condition contained in Section 9.2(a) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(e) if Buyer is then in material breach of this Agreement;

(f) By Buyer, by notice to Seller, if Buyer has previously provided Seller with written notice of a failure to perform any material covenant of Seller contained in this Agreement and Seller has failed on or before 11:59 PM (Central Time) on the fifth (5th) Business Day after such notice to perform such covenant; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(f) if Buyer is then in material breach of this Agreement;

(g) By Buyer, by notice to Seller, after the Approval Termination Date, if any condition contained in Section 9.2(c), Section 9.2(d) or Section 9.2(i) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 10.1(g) if Buyer is then in material breach of this Agreement;

(h) By Buyer, by notice to Seller, or by Seller, by notice to Buyer, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Case into a case under Chapter 7 of the Bankruptcy Code, appointing a trustee in the Bankruptcy Case, or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or the occurrence of any of the foregoing;

(i) By Seller, five (5) Business Days after notice to Buyer, if the Bankruptcy Court has not entered the Sale Order by the date that is sixty (60) calendar days after the Petition Date; and

(j) Automatically, upon the earlier of (i) Seller consummating an Alternative Transaction, and (ii) sixty (60) days following the date upon which the Bankruptcy Court issues a Final Order approving an Alternative Transaction.

Section 10.2 Effect of Termination; Remedies.

(a) In the event of termination pursuant to Section 10.1, this Agreement shall become null and void and have no effect (other than Article 10, Article 11, and Article 12, which shall survive termination), with no liability on the part of Seller or Buyer, or their respective Affiliates or Related Persons, with respect to this Agreement, except for (i) the liability of a party for its own expenses pursuant to Section 11.4, (ii) the obligation of Buyer under Section 6.1(a), (iii) obligations under the Confidentiality Agreement and (iv) any liability provided for in Section 10.2(b) through Section 10.2(d), inclusive.

(b) If this Agreement is terminated pursuant to Section 10.1(a), Section 10.1(d), Section 10.1(e), Section 10.1(f), Section 10.1(g), Section 10.1(h), Section 10.1(i), or Section 10.1(j), then the Good Faith Deposit shall, within three (3) Business Days, be returned by Seller to Buyer.

(c) If this Agreement is terminated pursuant to Section 10.1(b) or Section 10.1(c), then Seller may, at its sole election (i) within three (3) Business Days, retain the Good Faith Deposit as liquidated damages (the “Break Fee”) or (ii) without limitation to Seller’s remedies under clause (i) of this Section 10.2(c) require Buyer to specifically perform under the terms of this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(d) Notwithstanding anything to the contrary herein, but without limitation to the right to enforce covenants as set forth in Article 6 if the Closing does not occur, Seller’s entitlement to the Break Fee (to the extent provided for in this Agreement) will constitute liquidated damages (and not a penalty) and, if Seller retains such amount, then notwithstanding anything to the contrary contained herein, such Break Fee shall be the sole and exclusive remedy available to Seller and any other Person against Buyer, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Buyer, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby. Each Party acknowledges that the agreements contained in this Section 10.2 are an integral part of the transactions contemplated by this Agreement, without which such Party would not have entered into this Agreement. Nothing in this Section 10.2 shall limit or restrict a Party’s rights (i) under Section 11.10 or (ii) in the event the Closing occurs, any rights of a Party arising from or relating to the breach of this Agreement by another Party (including Buyer’s rights under Section 6.3, Section 6.4 and Section 6.6).

ARTICLE 11. MISCELLANEOUS.

Section 11.1 Successors and Assigns. Prior to the Closing, neither Buyer nor Seller shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that if Buyer wishes, upon prior written notice to Seller, to assign its rights, obligations and liabilities hereunder no later than ten (10) days prior to the Closing Date to a Buyer Acquisition Vehicle, such prior written consent of Seller shall not

unreasonably be withheld. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

Section 11.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Southern District of New York.

Section 11.3 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.3.

Section 11.4 Expenses. Except as expressly otherwise provided herein, each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated.

Section 11.5 Broker's and Finder's Fees. Each of the parties to this Agreement represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement other than as set forth on Schedule 11.5, whose fees and expenses shall, as between the parties to this Agreement, be the responsibility of the party indicated on Schedule 11.5, and no other broker or other Person is entitled to any commission or broker's or finder's fee in connection with any of the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 11.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to

be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 11.7 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John Paul Motley, Esq., and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Sturm, Ruger & Company, Inc.
1 Lacey Place
Southport, Connecticut 06890
Attention: Christopher J. Killoy
Email: ckilloy@ruger.com

With a copy to (which copy alone shall not constitute notice):

Sturm, Ruger & Company, Inc.
1 Lacey Place
Southport, Connecticut 06890

Attention: Kevin B. Reid, Sr., Esq.
Email: kreid@rugerlegal.com

and

Dentons US LLP
1221 Avenue of the Americas
New York, NY 10020-1089
Attention: Claude D. Montgomery, Esq.
E-mail: claude.montgomery@dentons.com

(b) Any party may change its address for the purpose of this Section 11.7 by giving the other party written notice of its new address in the manner set forth above.

Section 11.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 11.9 Time of Essence. Time is of the essence in the performance of each and every term of this Agreement.

Section 11.10 Specific Performance. The provisions of this Agreement are uniquely related to Seller's and Buyer's desire to consummate the transactions contemplated by this Agreement, and such transactions represent a unique business opportunity at a unique time for Seller and Buyer. As a result, irreparable damage may occur to Seller and/or Buyer in the event that any of the obligations of the other party under this Agreement were not performed in accordance with their specific terms. Although liquidated or other monetary damages may be available for the breach of covenants and undertakings contained in this Agreement, monetary damages may be difficult to ascertain and may be an inadequate remedy therefor. Accordingly, if Buyer or Seller breaches any provision of this Agreement, then without limitation to the non-breaching party's rights under clause (i) of Section 10.2 or Buyer's rights under Section 6.3 and Section 6.4, the non-breaching party shall be entitled to seek an injunction or injunctions, specific performance and any and all other equitable relief to prevent or restrain breaches of this Agreement.

Section 11.11 Public Announcements. Promptly after the execution and delivery of this Agreement by both Buyer and Seller and approval by the Bankruptcy Court, the parties shall make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Thereafter, prior to the Closing, no party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the other party (such consent not to be

unreasonably withheld, conditioned or delayed) unless a press release or public announcement is required by Law, as is the case for Buyer as a publicly traded company, or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing party agrees, if permitted by Law or Order of the Bankruptcy Court, to give the nondisclosing party prior notice of, and an opportunity to comment on, the proposed disclosure. Notwithstanding anything to the contrary in this Section 11.11, Seller (a) shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and (b) may disclose this Agreement to its equityholders and lenders to the extent required by the provisions of any of Seller's bylaws, credit agreements and other pre-existing contractual obligations.

Section 11.12 Entire Agreement. This Agreement (including the Ancillary Agreements referenced herein), the Sale Order and the Confidentiality Agreement contain the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules to this Agreement and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

Section 11.13 Parties in Interest. Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall relieve or discharge the obligations or liability of any third Persons to Seller or Buyer. This Agreement is not intended to nor shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

Section 11.14 Bulk Sales Laws. Buyer waives compliance by Seller, and Seller waives compliance by Buyer, with the provisions of the "bulk sales", "bulk transfer" or similar laws of any state, other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

Section 11.15 Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. As used in this Agreement, the word "including" and its derivatives means "without limitation" and its derivatives, the word "or" is not exclusive and the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

Section 11.16 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic

mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

ARTICLE 12. DEFINITIONS.

Section 12.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Alternative Transaction” means Seller consummating any transaction or series of transactions, whether a going concern sale, liquidation or otherwise, that involves a sale of all or substantially all of the Business or the Acquired Assets by Seller to a purchaser or purchasers other than Buyer.

“Ancillary Agreements” means, collectively, the Assignment and Assumption Agreements, Assignment and Assumption of Leases, Acquired Intellectual Property Assignments, warranty deeds, and other certificates, affidavits and releases delivered pursuant to Article 3.

“ATF” means the United States Bureau of Alcohol, Tobacco, Firearms and Explosives.

“Avoidance Actions” means any and all claims and remedies of Seller under Sections 510 and 542 through 553 of the Bankruptcy Code or under similar state laws including, without limitation, fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by Law or other governmental action to close.

“Buyer Acquisition Vehicle” means a Creditworthy entity that is wholly-owned and controlled by Buyer.

“Cash” means all cash and cash equivalents held by Seller, including all petty cash, register cash, undeposited checks, cash in transit and marketable securities, in each case as of immediately prior to the Closing (and including without limitation (i) the Good Faith Deposit, (ii) the Net Closing Cash Payment, (iii) any fee reserves or escrows established by Seller, and (iv) any cash in the Dominion Account (as defined in the Priority Term Loan)).

“CBA” means that certain Collective Bargaining Agreement between Remington Arms Company, LLC and International Union, United Mine Workers of America (2016-2022), as amended or otherwise modified from time to time.

“City of Huntsville Project Development Liabilities” means all Liabilities arising under (i) that certain Project Development Agreement dated as of February 27, 2014, by and among the City of Huntsville, Alabama, Madison County, Alabama, The Industrial Development Board of

the City of Huntsville, and Seller, as amended or otherwise modified from time to time, (ii) that certain note issued by Seller to the City of Huntsville on February 27, 2014 in the original principal amount of \$12,500,000 and (iii) that certain Mortgage and Security Agreement dated as of February 27, 2014, by Seller in favor of the City of Huntsville.

“Claims” encompasses the definition in Bankruptcy Code §101(5) and under this Agreement also includes any and all liabilities, obligations, rights, credits, defenses, allowances, rebates, choses in action, rights of recovery, set-off, causes of action, civil or criminal, any contributions received from or owed to charitable or other organizations, assertions of legal or moral responsibility, in each case known or unknown, pending or threatened, at law or in equity, direct or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or inchoate, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or unasserted actions against Seller or any of its Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, indenture, note, bond, lease, license, premium finance arrangement, purchase order, sales order, Internet domain name account or agreement, social media account or agreement or other agreement to which Seller is a party; provided that Contracts do not include any Lease or any employment or similar Contracts.

“COVID Restrictions” means any quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or any other applicable Law, order, directive, guideline or recommendation by any Government of competent jurisdiction instituted in response to the COVID-19 virus.

“Creditworthy” means sufficiently capitalized, to the reasonable satisfaction of Seller upon provision to Seller of substantiating documentary evidence, to be able to pay the Purchase Price.

“Damages” means any and all Claims, obligations, actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages (including, without limitation, lost income, revenues and profits, multiples of earnings, diminution in value, consequential damages, indirect damages, incidental damages, special damages, exemplary damages and punitive damages), dues, penalties, fines, costs, amounts paid in settlement, Taxes, Liens, Encumbrances, losses, expenses, and fees, including court costs and reasonable attorneys’ fees and expenses.

“D&O Insurance” means the policy in effect as of the Effective Date that provides for insurance from liability for current and former directors and officers of Seller, including insurance from Liabilities with respect to all claims (including, under “tail” insurance coverage, those claims brought within six (6) years from the Closing Date) arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated by this Agreement).

“DIP Facility” means any debtor-in-possession financing advanced to Seller in the Bankruptcy Case.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, surveys, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“Employee Benefit Plans” means (a) all “employee benefit plans,” as defined in Section 3(3) of ERISA, (b) all employment, consulting or other individual compensation agreements, and (c) all bonus or other incentive (performance or retention), equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs or other plans, contracts, policies or arrangements that provide for compensation for employee benefits as to which Seller has any obligation or Liability, contingent or otherwise.

“Employee Liabilities” means all Liabilities of Seller to or with respect to all Employees whenever arising and Liabilities of the type specified in Section 1114 of the Bankruptcy Code owing to retired employees of Seller, including, for the avoidance of doubt, under the CBA.

“Employee Records” means all employment and benefit records (in whatever form maintained) in the possession of Seller or its agents and pertaining to any Transferred Employee, or any spouse, dependent or other beneficiary of any such Transferred Employee.

“Employees” means all individuals, as of the date of this Agreement, who are employed by Seller within the scope of the Business (including Employees who are absent due to COVID Restrictions or vacation, family leave, short-term disability, COVID 19-related furloughs or absences or other approved leave of absence) including those employed in connection with the ownership, operation and management of the Business.

“Encumbrance” means any claims, interests, rights of setoff, recoupment, netting and deductions, rights of first offer, first refusal and any other similar contractual property, legal or equitable rights, and any successor or successor-in-interest liability under any theory.

“Environmental Laws” means all applicable federal, state and local statutes, ordinances, rules, Orders, regulations and other provisions having the force of law, all judicial and administrative Orders and determinations, and all common law concerning pollution or protection of human health and the environment, including, without limitation, all those relating

to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials, including petroleum and petroleum byproducts.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excise Taxes” means all Taxes imposed under Section 4181 of the Code and Chapter 53 of the Code, including but not limited to Sections 5801, 5811 and 5821 of the Code, and any and all similar Taxes.

“Excluded Taxes” means (i) any Liability or obligation for Taxes of the Seller or any Affiliate thereof; (ii) any and all Taxes for any Pre-Closing Tax Period relating to the Acquired Assets; (iii) any and all Taxes relating to the Excluded Assets; (iv) the Pre-Closing Date Share of all Taxes relating to the Acquired Assets with respect to any Straddle Period and (v) any Excise Taxes related to the Acquired Assets with respect to Excise Tax Property sold or otherwise disposed of on or prior to the Closing Date or otherwise incurred prior to the Closing.

“Exit Term Loan” means that certain Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of February 21, 2020, and that certain Amendment No. 5, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“FILO Facility” means that certain First Lien Last-Out Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of October 11, 2019, that certain Amendment No. 5 dated as of February 21, 2020, and that certain Amendment No. 6, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“Final Order” means an Order, ruling or judgment of any court of competent jurisdiction that has not been reversed, stayed, modified or amended, and as to which no appeal, petition for certiorari, motion or petition for rehearing or reargument is pending, and the deadline for any such filing has expired.

“GCA” means Gun Control Act of 1968 (Chapter 44 of Title 18, United States Code § 921 et seq).

“Government” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, or any state, county or municipality thereof, including the employees or agents thereof.

“Historic Firearms Books and Records” means all historic books and records relating to the sale of firearms included in the Acquired Assets, including all records required to be kept pursuant to parts 447, 478, and, 479 of title 27, Code of Federal Regulations.

“Intellectual Property” means (1) all intellectual property (whether or not registered and whether developed or under development) which arises from or relates to the Business arising from or in respect of the following: (a) all patents and applications therefore (filed or unfiled), including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon; (b) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names, social media accounts and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof; (c) copyrights and registrations and applications therefore and works of authorship, and mask work rights; (d) all Software and programming necessary to manufacture the Products and/or operate and maintain the Owned FF&E and/or the Leased FF&E; (e) confidential information, know-how, trade secrets, inventions and designs and design packages for the Products (drawings, files, schematics and other design elements); and (f) without limiting the foregoing, the specific model names and numbers and intellectual property set forth on Schedule 12.1(a), and (2) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of Seller’s rights or interests in intellectual property that is not an Excluded Asset and any related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Intellectual Property and collect damages therefor.

“Intercompany Note” means that certain Amended and Restated Promissory Note issued on April 18, 2019, for the principal amount of \$100,000,000, by Remington Arms Company, LLC in favor of FGI Holding Company, LLC.

“Interests” means all rights and entitlements of any nature including, without limitation, security interests, assignments of Liens or Claims, licenses, leases, contract rights, indentures, instruments, licenses, options, escheatment, abandoned property, unclaimed property, covenants, conditions, zoning, planning and any other restrictions, easements, encroachments, Permits or other interests in property or limitations on the use of real property or irregularities in title, rights of first refusal, rights to injunctive or other legal or equitable relief, any attributes of ownership, rights or restrictions of any kind and nature, whenever incurred, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, matured or unmatured, legal or equitable (which Interests may also be Liens or Claims).

“Knowledge” or any other similar term or knowledge qualification means, with respect to (i) Seller, the actual knowledge, together with the knowledge such individual would be expected to obtain after reasonable investigation, of either of Ken D’Arcy (President and Chief Executive Officer of ROC), Mark Little (Vice President and Chief Financial Officer of ROC), as of the date the applicable representation or warranty is made or deemed made under this Agreement and (ii) Buyer, the actual conscious knowledge, together with the knowledge such individual would be expected to obtain after reasonable investigation, of Christopher J. Killoy, President and Chief Executive Officer and Thomas A. Dineen, Senior Vice President, Treasurer, and Chief Financial Officer, as of the date the applicable representation or warranty is made or deemed made under

this Agreement.

“Leased Real Property” means all leasehold or subleasehold estates and other rights of Seller to possess, use or occupy (or to grant others the right to possess, use or occupy) any land, buildings, structures, improvements, fixtures or other interest in real property, in each of the foregoing cases, to the extent possessed, used or occupied in connection with the Business.

“Leases” means all leases, subleases, licenses and other agreements, including all amendments, extensions, renewals, and other agreements with respect thereto, pursuant to which Seller has the right to possess, use, lease or occupy (or to grant others the right to possess, use or occupy) any personal property asset.

“Lexington Property” means the Remington Arms Company property located at 1 Murphy Road, Building 3, Lexington, MO 64067.

“Liabilities” includes any and all liabilities, obligations, Claims against, in each case known or unknown, pending or threatened, at law or in equity, direct or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or inchoate, absolute, accrued, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or unasserted actions against Seller or any of its Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other lien including, but not limited to warehouseman’s and mechanics’ liens), restriction on use or conditional sale agreement.

“Material Adverse Effect” means a state of facts, event, change or effect on the value of the Acquired Assets or the Business that results in a material and adverse effect on the value of the Acquired Assets or the Business taken as a whole, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (A) changes resulting from, or from any motion, application, pleading or Order filed relating to, the Bankruptcy Case; (B) any action of Seller taken pursuant to, or any failure of Seller to take any action prohibited by, any Order of the Bankruptcy Court, this Agreement or any of the Ancillary Agreements to which Seller is a party; (C) the public disclosure of this Agreement or any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby, (D) changes, after the Effective Date, in United States generally accepted accounting principles, (E) changes in general United States economic, monetary or financial conditions, including changes in prevailing interest rates, credit availability, and the credit markets generally, as well as changes in the commercial real estate markets in the geographic regions in which Seller operates the Business,

(F) changes in the firearms, ammunition or sporting goods industries in general, (G) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war (whether or not declared) or (H) any occurrence, outbreak, escalation or worsening of, or furloughs or Government actions (including any COVID Restrictions) instituted in response to, any epidemic, pandemic or other disease; provided, further, that in the cases of clauses (D), (E), (F), (G) and (H) above, such change, event or circumstance shall be taken into account to the extent it has a disproportionate adverse impact on the Business, Acquired Assets or financial condition of Seller, taken as a whole, compared to other companies operating in the industries in which Seller operates.

“National Firearms Act” means the National Firearms Act of 1934, as amended, 26 U.S.C. § 5801 et seq.

“Non-Debtor Affiliate” means any person or entity that is an affiliate within the meaning of the Section 101(2) that is not a debtor whose case has been administratively consolidated with the Bankruptcy Case.

“Owned Real Property” means all land and all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto, owned by Seller.

“Pension Plan” means Remington Arms Company, LLC Pension and Retirement Plan, (f/k/a Remington Arms Company, Inc. Pension and Retirement Plan), as amended from time to time, whereby the Marlin Firearms Co. Employees’ Pension Plan (a/k/a Marlin Firearms Company Employees Pension Plan), as amended from time to time, was merged into the Remington Arms Company, LLC Pension and Retirement Plan.

“Permits” means any means all licenses, permits, certificates, clearance, registration, consents and other authorizations and approvals from any Government.

“Permitted Liens” mean: (a) Liens and Interests consisting of (i) current Taxes and assessments not yet due and payable, or Liens for Taxes that are being contested in good faith by appropriate legal proceedings and for which appropriate reserves under GAAP have been established in the Balance Sheets, (ii) all easements, rights-of-way, servitudes, covenants, conditions, restrictions, obligations and other similar matters of record affecting title to real property, (iii) statutory, common law or contractual liens of landlords, and (iv) the applicable zoning and use regulations or other Laws of any Government, in each case, that do not materially affect the current use of the underlying asset and are not violated in any material respect by the operation of the Business as currently conducted thereon; (b) any imperfection of title with respect to any asset that does not materially interfere with the present occupancy, use or marketability of such asset and the continuation of the present occupancy or use of such asset; (c) such covenants, conditions, restrictions, easements, encroachments or encumbrances that are not created pursuant to mortgages or other financing or security documents, or any other state of facts, that do not materially interfere with the present occupancy or use of an asset; (d) all terms, conditions and restrictions under any applicable Permits; and (e) the rights under the Acquired Intellectual Property granted under (1) that certain Trademark License Agreement, by and between RA Brands and Crossman Corporation, a Delaware corporation, dated as of January 18, 2016, as amended by Amendment #1 to Trademark License Agreement, dated as of June 4, 2019

and as amended, supplemented and modified from time to time, (2) that certain Trademark License Agreement, by and between RA Brands and Gator Cases Inc., a Florida corporation, dated as of November 5, 2019, as amended by Amendment #1 to Trademark License Agreement, dated as of August 19, 2020 and as amended, supplemented and modified from time to time, and (3) that certain Exclusive Trademark License Agreement, by and between RA Brands and Buck Knives, Inc., a Nevada corporation, dated as of January 18, 2017, as amended, supplemented and modified from time to time.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

“Plan” means a Joint Chapter 11 Plan filed by Seller with the Bankruptcy Court.

“Pre-Closing Date Share” means (a) with respect to any income Tax liability for a Straddle Period, the amount that would be due for the portion of the tax period beginning on the first day of such Straddle Period and ending on the Closing Date, based on an interim closing of the books as of the close of business on the Closing Date, and (b) with respect to any other Tax liability for a Straddle Period, the total amount due for the entire Straddle Period, multiplied by (x) the number of days in such Straddle Period on or before the Closing Date divided by (y) the total number of days in such Straddle Period.

“Pre-Closing Tax Period” means any Tax period (or portion thereof) ending on or before the Closing Date.

“Priority Term Loan” means that certain Loan and Security Agreement, dated as of April 18, 2019 (as amended by that certain Amendment No. 1, dated May 1, 2019, that certain Amendment No. 2, dated June 24, 2019, that certain Amendment No. 3, dated August 15, 2019, that certain Amendment No. 4, dated October 11, 2019, that certain Amendment No. 5, dated February 21, 2020, and that certain Amendment No. 6, dated March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto, Cantor Fitzgerald Securities, as administrative agent and initial collateral agent, and the lenders party thereto.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

“Remington Name” means “Remington,” either alone or in combination with other words, graphics or designs, including all rights in said term as a trade name, trade mark, corporate name, service mark and domain name, including any confusingly similar variation, derivative or transaction thereof.

“Retained Litigation” means all litigation and Claims arising or related to events prior to the Closing.

“Seller D&Os” means the current or former directors and officers insured under the D&O Insurance.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all Documents related to any of the foregoing.

“State of Alabama Project Development Liabilities” means all Liabilities under that certain Project Agreement dated as of February 17, 2014, by and between the State of Alabama and ROC, as amended or otherwise modified from time to time.

“Straddle Period” means any taxable period that includes but does not end on the Closing Date.

“Subsidiary(ies)” means, when used with respect to any specified Person, any other Person (a) of which the specified Person or any Subsidiary thereof is a general partner, (b) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (c) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” means (a) all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, Excise Taxes (whether or not deferred), franchise, gross receipts, occupation, real and personal property, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under Section 59A of the Code as in effect for Tax years beginning prior to January 1, 2018) and (b) any liability for items described in clause (a) of this definition under Treasury Regulation Section 1.1502-6 (or any corresponding or similar provision of state, local, or non-U.S. law), by contract, as a transferee or successor, payments under any Tax allocation, sharing, or similar agreement (whether oral or written), or otherwise, in each case, whether disputed or not; and “Tax” shall mean any one of them.

Section 12.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Acquired Assets	Section 1.1
Acquired Intellectual Property	Section 1.1(f)

Acquired Intellectual Property Assignment.....	Section 3.2(d)
Acquired Policy Rights	Section 1.1(d)
Affiliate	Section 12.1
Agreement.....	<i>Preamble</i>
Allocation.....	Section 8.3
Alternative Transaction.....	Section 12.1
Ancillary Agreements	Section 12.1
Approval Termination Date	Section 10.1(d)
Assignment Agreement.....	Section 3.2(b)
Assignment of Lease.....	Section 3.2(c)
Assigned Business Contracts	Section 1.1(e)
Assigned Contracts	Section 1.1(e)
Assigned FF&E Leases.....	Section 1.1(c)
ATF	Section 12.1
Avoidance Actions.....	Section 12.1
Bankruptcy Case	<i>Recitals</i>
Bankruptcy Code	<i>Recitals</i>
Bankruptcy Court.....	<i>Recitals</i>
Bidding Procedures Motion	<i>Recitals</i>
Bidding Procedures Order.....	<i>Recitals</i>
Break Fee	Section 10.2(c)
Business	<i>Recitals</i>
Business Day.....	Section 12.1
Buyer.....	<i>Preamble</i>
Buyer Acquisition Vehicle.....	Section 12.1
Buyer Straddle Period Return	Section 8.2(d)
Cash.....	Section 12.1
CBA	Section 12.1
City of Huntsville Project Development Liabilities.....	Section 12.1
Claims	Section 12.1
Closing	Section 3.1
Closing Date.....	Section 3.1
Code	Section 12.1
Confidentiality Agreement.....	Section 5.1(b)
Contract.....	Section 12.1
COVID Restrictions.....	Section 12.1
Creditworthy	Section 12.1
Cure Amount.....	Section 1.4(a)
D&O Insurance	Section 12.1
Damages.....	Section 12.1
DIP Facility	Section 12.1
Documents	Section 12.1
Effective Date	<i>Preamble</i>
Employee Benefit Plans.....	Section 12.1
Employee Liabilities	Section 12.1
Employee Records	Section 12.1

Employees.....	Section 12.1
Encumbrance.....	Section 12.1
Environmental Laws.....	Section 12.1
ERISA.....	Section 12.1
Excise Tax Property.....	Section 8.2(d)
Excise Taxes.....	Section 12.1
Excluded Assets.....	Section 1.2
Excluded Insurance Policies.....	Section 1.2(c)
Excluded Liabilities.....	Section 1.3
Excluded Taxes.....	Section 12.1
Exit Term Loan.....	Section 12.1
FILO Facility.....	Section 12.1
Final Order.....	Section 12.1
GCA.....	Section 12.1
Good Faith Deposit.....	Section 2.2(a)
Government.....	Section 12.1
Gross Closing Cash Payment.....	Section 2.1(a)
Historic Firearms Books and Records.....	Section 12.1
Intellectual Property.....	Section 12.1
Intercompany Note.....	Section 12.1
Interests.....	Section 12.1
Inventory.....	Section 1.1(h)
Knowledge.....	Section 12.1
Law.....	Section 4.1(c)
Leased FF&E.....	Section 1.1(c)
Leased Real Property.....	Section 12.1
Leases.....	Section 12.1
Liabilities.....	Section 12.1
Lien.....	Section 12.1
Material Adverse Effect.....	Section 12.1
Material Permits.....	Section 4.1(h)
National Firearms Act.....	Section 12.1
Necessary Consent.....	Section 1.5
Net Closing Cash Payment.....	Section 2.2(b)
Non-Debtor Affiliate.....	Section 12.1
Order.....	Section 4.1(c)
Other Agreements.....	Section 1.7
Owned FF&E.....	Section 1.1(b)
Owned Real Property.....	Section 12.1
Pension Plan.....	Section 12.1
Permits.....	Section 12.1
Person.....	Section 12.1
Petition Date.....	<i>Recitals</i>
Plan.....	Section 12.1
Pre-Closing Date Share.....	Section 12.1
Pre-Closing Tax Period.....	Section 12.1

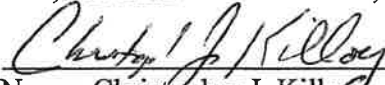
Priority Term Loan	Section 12.1
Products.....	<i>Recitals</i>
Prohibited Material	Section 6.8
Purchase Price.....	Section 2.1
Related Person	Section 12.1
Remington Name	Section 12.1
Retained Litigation.....	Section 12.1
ROC	Preamble
Sale Hearing.....	Section 1.4(a)
Sale Order	<i>Recitals</i>
Seller	Preamble
Seller D&Os.....	Section 12.1
Seller Straddle Period Return	Section 8.2(d)
Seller's Knowledge.....	Section 12.1
Software	Section 12.1
Specified Relied Upon Documents	Section 12.1
State of Alabama Project Development Liabilities.....	Section 12.1
Straddle Period.....	Section 12.1
Subsidiary(ies)	Section 12.1
Tax Return	Section 12.1
Taxes	Section 12.1
Transaction Taxes	Section 8.1
Transferred Employees	Section 7.1
WARN Act.....	Section 7.2
WARN Liabilities	Section 7.2
Warranty Termination Date	Section 10.1(b)

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER

STURM, RUGER & COMPANY, INC.

By: 
Name: Christopher J. Killoy
Title: President & CEO

ROC

REMINGTON OUTDOOR COMPANY,
INC.

By: _____
Name:
Title:

SUBSIDIARIES OF ROC

FGI OPERATING COMPANY, LLC

By: _____
Name:
Title:

FGI HOLDING COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

OUTDOOR SERVICES, LLC

By: _____
Name:
Title:

FGI FINANCE INC.

By: _____
Name:
Title:

HUNTSVILLE HOLDINGS LLC

By: _____
Name:
Title:

TMRI, INC.

By: _____
Name:
Title:

REMINGTON ARMS DISTRIBUTION
COMPANY, LLC

By: _____
Name:
Title:

32E PRODUCTIONS, LLC

By: _____
Name:
Title:

GREAT OUTDOORS HOLDCO, LLC

By: _____
Name:
Title:

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

by and among

STURM, RUGER & COMPANY, INC.

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY,

INC. Dated as of September 26, 2020

These Disclosure Schedules (these “Schedules” and each a “Schedule”) are furnished pursuant to the Asset Purchase Agreement (the “Agreement”), dated as of September 26, 2020, by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to the Agreement (collectively with ROC, “Seller”), and Sturm, Ruger & Company, Inc. (“Buyer”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement, unless the context otherwise requires.

These Schedules are hereby incorporated in and made a part of the Agreement as if set forth in full therein and are an integral part of the Agreement. The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever (including any violation of law or breach of contract). These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties or covenants of the Seller contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. In disclosing the information in these Schedules, Seller does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. The disclosures in these Schedules are to be taken as relating to the representations and warranties as a whole, notwithstanding the fact that these Schedules are arranged by sections corresponding to the sections in the Agreement, or that a particular section of the Agreement makes reference to a specific section of the Schedules, and notwithstanding that a particular representation and warranty may not make a reference to the Schedules. Disclosure of an item on one Schedule shall be deemed disclosure on all other Schedules to which the applicability of the disclosure of such item is reasonably apparent on its face from such disclosure.

Neither the specification of any dollar amount in any representation or warranty nor the disclosure of a document or information in these Schedules is intended, or shall be construed or offered in any dispute between the parties to the Agreement as evidence of, the materiality of such dollar amount, document or information, nor does it establish any standard of materiality upon which to judge the inclusion or omission of any similar documents or information in such Schedule or any other Schedule. The headings and descriptions of the disclosures herein are for convenience of reference only and are not intended and do not alter the meaning of any provision of the Agreement or these Schedules.

Schedule 1.1(b)
Owned FF&E

See Marlin FF&E - Fixed Assets on following pages.

Marlin FF&E - Fixed Assets

Marlin FF&E - Fixed Assets			
Product Family	Location	Asset	Asset description
Marlin	Huntsville	3016244	W0821-W0827 - Blk Oxide & Passivate Fnsing Lines
Marlin	Huntsville	3016598	W1386- Upton Salt Bath
Marlin	Huntsville	3016297	Polisher, Fanuc M710/50 Robot SARF 240626
Marlin	Huntsville	3016173	W0793 - Talon Barrel Contour/Chamber N2X2500/1000
Marlin	Huntsville	3016174	W0794 - Talon Barrel Contour/Chamber NLX2500/700
Marlin	Huntsville	3015395	W1829 - DMG Mori N2X2500/1000
Marlin	Huntsville	3016520	W1397 Powder Coat Modular Room
Marlin	Huntsville	3016244	Black Oxide Phase II
Marlin	Huntsville	3017165	W1601 - Robotic Polish Cell Conversion
Marlin	Huntsville	3016466	VERTICAL CNC ROBODRILL XT RECV 292318
Marlin	Huntsville	3016631	W1442-Sarf Barrel Press
Marlin	Huntsville	3016244	Black Oxide PII Cont/Tank Install
Marlin	Huntsville	3017043	W1534 - XT Rifle Assembly
Marlin	Huntsville	3016234	W0837 - Bridgeport GX300 Vert Mill SN GXPB3G0001
Marlin	Huntsville	3016235	W0838 - Bridgeport GX300 Vert Mill SN GXPB3G0007
Marlin	Huntsville	3016236	W0839 - Bridgeport GX300 Vert Mill SN: GXPB3G0004
Marlin	Huntsville	3016237	W0842 - Bridgeport GX300 Vert Mill SN: GXPB3H0022
Marlin	Huntsville	3016239	W0856 - Bridgeport GX300 Vert Mill SN: GXPB3H0024
Marlin	Huntsville	3015397	W1828 - DMG Mori NLX2500MC/700
Marlin	Huntsville	3016598	W1386-Upton Salt Bath Trench System
Marlin	Huntsville	3016553	Striker Assembly Station
Marlin	Huntsville	3016519	W1396-Parts Washer (Aluminum-Small Parts)
Marlin	Huntsville	3016244	Black Oxide PII Misc
Marlin	Huntsville	3016553	Head Space Machine
Marlin	Huntsville	3016971	414507 Receiver Die Cast Tool
Marlin	Huntsville	3017042	XT Error Proof Assy Line Material
Marlin	Huntsville	3017146	W3102-XT Pack Line Trigger Pull
Marlin	Huntsville	3016292	CMM MACHINE - XT EXPANSION 292318
Marlin	Huntsville	3016553	Bolt Assembly Station
Marlin	Huntsville	3016672	80/20 Material Talon
Marlin	Huntsville	3017044	W1461 - XT Assy Line Trigger Pull
Marlin	Huntsville	3016629	W1444-SARF/XT 860 Servo Dual Pos CMT Marker
Marlin	Huntsville	3016630	W1443-SARF/XT 860 Servo Dual Pos CMT Marker
Marlin	Huntsville	3016244	Black Oxide PII 6000 Gallon Tank
Marlin	Huntsville	3016667	W1450 -SARF Line PAC Control
Marlin	Huntsville	3016549	W0802 - Vibetech Tumbler
Marlin	Huntsville	3016244	Black Oxide Phase II
Marlin	Huntsville	3016290	W3115 -SARF RECEIVER HAAS VERTICAL CENTER 292287

Marlin	Huntsville	3017200	W3125 Shooting Jack
Marlin	Huntsville	3017201	W3126 Shooting Jack
Marlin	Huntsville	3016471	W0855 1017 XT BOLT MACHINING (front & rear)
Marlin	Huntsville	3016237	WO 842 1017 XT BOLT MACHINING (front & rear)
Marlin	Huntsville	3016234	W0837 1017 XT BOLT MACHINING (front & rear)
Marlin	Huntsville	3016235	W0838 1017 XT BOLT MACHINING (front & rear)
Marlin	Huntsville	3016236	W0839 1017 XT BOLT MACHINING (front & rear)
Marlin	Huntsville	3016239	W0856 1017 XT BOLT MACHINING (front & rear)
Marlin	Huntsville	3016243	W1423 - Dust Collector for Robot Barrel Polisher
Marlin	Huntsville	3017046	W - Torque Arm and Gold RBU
Marlin	Huntsville	3016461	W1583 - XT BARREL PRESS 292311
Marlin	Huntsville	3016970	414507 Receiver Cast Trim Die
Marlin	Huntsville	3016598	W1386- Upton Salt Bath
Marlin	Huntsville	3016669	W1436 -16061403 SARF Rifle Trigger Pull St
Marlin	Huntsville	3017147	W3103 XT Trigger Assembly
Marlin	Huntsville	3016244	Black Oxide/Passivate Load/Unload Carts (24)
Marlin	Huntsville	3016520	W1397 Powder Coat Modular Room
Marlin	Huntsville	3016244	Black Oxide Phase II Refurb West Containment
Marlin	Huntsville	3016855	W1468-770 Line Torque System
Marlin	Huntsville	3016856	W1469-770 Line Torque System
Marlin	Huntsville	3016244	Black Oxide Misc PII
Marlin	Huntsville	3016667	W1450 -Sarf Line PAC Final 20%
Marlin	Huntsville	3016901	XT Inner Mag Tube
Marlin	Huntsville	3016201	Safety Fence and gates Barrel Lines
Marlin	Huntsville	3016473	TORQUE WRENCH SARF Front/Rear Takedown 292325
Marlin	Huntsville	3016819	XT Trigger Release G4751200-011 ID 260-10
Marlin	Huntsville	3016263	BARREL SPINDLE LINERS XT LINE 292296
Marlin	Huntsville	3016476	DC TORQUE TOOL XT FIRE CONTROL TO RECEIVER 292330
Marlin	Huntsville	3016477	DC TORQUE TOOL XT SWIVEL STUD, 292330
Marlin	Huntsville	3016269	DC TORQUE TOOL SARF TRIGR GUARD, SWVEL STUD 292330
Marlin	Huntsville	3016262	VISION SYSTEM XT BARREL ASSEMBLY 292303
Marlin	Huntsville	3017045	W1535 - XT Assy Line Cameras
Marlin	Huntsville	3016462	W1583 - ADD'L spend XT BARREL PRESS 292311
Marlin	Huntsville	3016273	DC TORQUE TOOL SARF FRONT SIGHT 292330
Marlin	Huntsville	3016481	DC TORQUE TOOL XT EJECTOR, PEEP SCREWS 292330
Marlin	Huntsville	3016362	W1355-Rofin Laser Programming and Support
Marlin	Huntsville	3016631	W1442-Sarf Barrel Press
Marlin	Huntsville	3017044	W1461-XT Assembly Line Trigger Pull final 10%
Marlin	Huntsville	3016669	W1436 - 16061403 SARF Rifle Trigger Pull 15%
Marlin	Huntsville	3015624	W1957 - Cognex Scanner 1A1442PB207179
Marlin	Huntsville	3016244	Electrical work and Racks Black Oxide
Marlin	Huntsville	3016244	Black Oxide Electrical Work
Marlin	Huntsville	3016256	EXTRACTOR PRESS XT ASSEMBLY 292318

Marlin	Huntsville	3016291	ADD'L SARF RECEIVER HAAS VERTICAL CENTER 292287
Marlin	Huntsville	3016462	W1583 - ADD'L spend XT BARREL PRESS 292311
Marlin	Huntsville	3016630	W1443-SARF/XT 860 Servo Dual Pos CMT Marker tax
Marlin	Huntsville	3016962	W 1532 - Paint Booth Vacuum
Marlin	Huntsville	4002264	CMM Programming, XT Front & Rear Bolt 292323
Marlin	Huntsville	3016598	Upton Salt Bath Water Lift Stations
Marlin	Illion	3017236	Palmary OCD2025 Extomax Grinder - 251085
Marlin	Illion	3016900	Marlin Bbl Turn Lathe - 251004
Marlin	Illion	3015273	DuraVert 5100 w Flange Contact - 250924
Marlin	Illion	3017059	69964 p 30 6 Station Finger Lever Fix 251007
Marlin	Illion	3015557	Rofin Laser - 250970
Marlin	Illion	3014435	Technidrill bbl reaming machine - 250900
Marlin	Illion	3016902	Marlin Octagone Bbl Mod - 251005
Marlin	Illion	3015556	Rofin Laser
Marlin	Illion	3017071	CMM SF-454 - 250999
Marlin	Illion	3014416	Duravertial 5080 - 250935
Marlin	Illion	3014417	Duravertial 5080 - 250935
Marlin	Illion	3017069	Marlin 336 95 Rec Tooling - OP 90 Fixt - 250999
Marlin	Illion	3014072	Mori Seki VMC - M4 - 250871
Marlin	Illion	3014411	5100 DURA-VERT VMC PER MAC11829-R1 - 250903
Marlin	Illion	3014408	5100 DURA-VERT VMC PER MAC11829-R1 - 250903
Marlin	Illion	3014409	5100 DURA-VERT VMC PER MAC11829-R1 - 250903
Marlin	Illion	3014410	5100 DURA-VERT VMC PER MAC11829-R1 - 250903
Marlin	Illion	3017192	MORI SEIKI MILLING MACHINE #8 - 250998
Marlin	Illion	3017191	MORI SEIKI MILLING MACHINE #9 - 250998
Marlin	Illion	3015558	DMG MORI 5080 - 250958
Marlin	Illion	3014105	Fadel 4020 VMC - 250875
Marlin	Illion	3015559	DMG MORI 5080 - 250958
Marlin	Illion	3015560	DMG MORI 5080 - 250958
Marlin	Illion	3017034	M & E
Marlin	Illion	3014413	5080 DURA-VERT VMC PER MAC11828-R2 - 250904
Marlin	Illion	3014406	5080 DURA-VERT VMC PER MAC11828-R2 - 250902
Marlin	Illion	3014407	5080 DURA-VERT VMC PER MAC11828-R2 - 250902
Marlin	Illion	3013451	Wisconsin - Marlin
Marlin	Illion	3014078	Mori Seki 635 - 250879
Marlin	Illion	3014079	Mori Seki 635 - 250879
Marlin	Illion	3014107	Mori Seki DuraVertical 1035eco - 250880
Marlin	Illion	3014108	Mori Seki DuraVertical 1035eco - 250880
Marlin	Illion	3014109	Mori Seki DuraVertical 1035eco - 250880
Marlin	Illion	3014110	Mori Seki DuraVertical 1035eco - 250880
Marlin	Illion	3017226	UNIVERSAL LASER Model 6, 15OD - 251094
Marlin	Illion	3014247	5080 DURA-VERT VMC PER MAC11828-R2 - 250903
Marlin	Illion	3012017	Barnes Reamer Upgrade - 251091 - 43125

Marlin	Illion	3012875	CNC CHECKERING MACHINE - MFC #085-011
Marlin	Illion	3014088	Mori Seki 1035 - 250877
Marlin	Illion	3014080	Mori Seki - 250885
Marlin	Illion	3014084	Mori Seki Dura Verticle 635 - 250878
Marlin	Illion	3014085	Mori Seki Dura Verticle 635 - 250878
Marlin	Illion	3016067	Bbl Line Fixture - 250986
Marlin	Illion	3014142	Finger Lever Fixture - 250875
Marlin	Illion	3017225	Rosler Rotary Vibrator RI 400S - 251076
Marlin	Illion	3017225	Rosler Rotary Vibrator RI 400S - 251076
Marlin	Illion	3017225	Rosler Rotary Vibrator RI 400S - 251076
Marlin	Illion	3017225	Rosler Rotary Vibrator RI 400S - 251076
Marlin	Illion	3015276	Cmm Model SP454 - 250966
Marlin	Illion	3015253	Rotary Table - 250903
Marlin	Illion	3017070	TGP Fixture Q14-026-E1 - 250999
Marlin	Illion	3010992	Goff Blaster - 250638
Marlin	Illion	3015259	CHB-12 notcher - 250903
Marlin	Illion	3015277	CMM Model SP545 - 250966
Marlin	Illion	3014408	5100 DURA-VERT VMC PER MAC11829-R1 - 250903
Marlin	Illion	3014409	5100 DURA-VERT VMC PER MAC11829-R1 - 250903
Marlin	Illion	3014410	5100 DURA-VERT VMC PER MAC11829-R1 - 250903
Marlin	Illion	3014411	5100 DURA-VERT VMC PER MAC11829-R1 - 250903
Marlin	Illion	3015254	Ball Lock Subplate - 250903
Marlin	Illion	3012822	PW 6 Spindle Reamer rebuild/conversion MFC#015-004
Marlin	Illion	3012812	CNC Turning Center W/High Pressure Pump NH105-076
Marlin	Illion	3017058	D-69919 1894 Big Loop OP10 251007
Marlin	Illion	3017033	M & E
Marlin	Illion	3013668	DETECHSOL Lathe - 250828
Marlin	Illion	3012868	Micro Lase Series Marking System
Marlin	Illion	3017242	Marlin Dark Series Big Loop Lever F410163 - 251101
Marlin	Illion	3015918	Op 50 Fixture for Marlin - 250981
Marlin	Illion	3012809	PW 6 SPINDLE REAMER REBUILD - NH 015-003
Marlin	Illion	3013230	S MInimill - 250808
Marlin	Illion	3014403	Detroit 15 ton 66"stroke Dual Ram Broach
Marlin	Illion	3016434	In Process Inspection Laser - 250979
Marlin	Illion	3015256	39A Fixtures - 250903
Marlin	Illion	3012829	REBUILD P&W DEEP HOLD DRILL - NH 010-022
Marlin	Illion	3017068	444 Marlin Carrier Fixture - 250994
Marlin	Illion	3015919	Op 4 Fixture for Marlin - 250981
Marlin	Illion	3012871	FANUC ROBODRILL ECO CNC - NH 105-083
Marlin	Illion	3015564	MAKE OPT10 TGP FIXTURE - 250958
Marlin	Illion	3012821	Wisconsin Drill/Tap Head rebuild - MFC #008-004
Marlin	Illion	3017064	VH-8 Index Fourth axis rotary - 251007
Marlin	Illion	3012830	FANUC ROBODRILL ECO CNC CTR - NH105-086

Marlin	Illion	3012827	Rebuild P&W Deep Hole Drill - NH 010-014
Marlin	Illion	3013254	Used Okuma Crown Marlin - 250820
Marlin	Illion	3015561	MAKE OPT30 TGP FIXTURE - 250958
Marlin	Illion	3016432	Marlin 1894 Carrier Fixture - 250991
Marlin	Illion	3017060	Rotary Table - 251007
Marlin	Illion	3014414	Equator - 250904
Marlin	Illion	3012872	HWACHEON CUTEX 160 CNC TURNING CENTER
Marlin	Illion	3015252	Tag Fixture - 250903
Marlin	Illion	3013238	Used Brown & Sharp - 250813
Marlin	Illion	3015008	Modular Plate Kit - 250885
Marlin	Illion	3014528	DORT 26 - 250914
Marlin	Illion	3016061	Rec toolong OP 50 39A - 250903
Marlin	Illion	3016056	406175 Upper Clamp
Marlin	Illion	3015257	Sliding Ballistic Glass Door - 250903
Marlin	Illion	3015920	Gauge D-68545 Marlin - 250958
Marlin	Illion	3017067	Start Up tooling for 1894 Big Loop - 251007
Marlin	Illion	3015562	MAKE OPT20 TGP FIXTURE - 250958
Marlin	Illion	3015264	Mori Seiki Rotary - 250904
Marlin	Illion	3017238	Laser Engraving - Gunstock Checkering
Marlin	Illion	3016055	5601740 SC 39A Bolt Tool - 250903
Marlin	Illion	3014106	DDRT-260 10" Rotary Table - 250880
Marlin	Illion	3016433	444 Marlin Carrier Fixture - 250994
Marlin	Illion	3012766	INDUCTION HEAT TREAT MACHINE - NH119-015
Marlin	Illion	3016062	Rec toolong OP 10 39A - 250903
Marlin	Illion	3016063	Rec toolong OP 20 39A - 250903
Marlin	Illion	3016064	Rec toolong OP 30 39A - 250903
Marlin	Illion	3016065	Rec toolong OP 40 39A - 250903
Marlin	Illion	3017035	OTHER - INCLUDE W/M&E
Marlin	Illion	3012831	CARBO LATHE - NH 041-013
Marlin	Illion	3012815	FANUC Robodrill 'ECO' - NH105074
Marlin	Illion	3012873	FADAL 4020 - MFC #105-064
Marlin	Illion	3012771	OKAMOTO GRINDING MACHINE - NH027-042
Marlin	Illion	3012869	2D Data Laser Reader
Marlin	Illion	3017041	Lug Welder - 250779
Marlin	Illion	3012824	Rebuild B&S #12 - NH021-088
Marlin	Illion	3012773	FADAL 2216FX - NH105-066
Marlin	Illion	3014406	5080 DURA-VERT VMC PER MAC11828-R2 - 250902
Marlin	Illion	3014407	5080 DURA-VERT VMC PER MAC11828-R2 - 250902
Marlin	Illion	3010947	Auto-Densimeter - 250624
Marlin	Illion	3013663	Marlin Fadel Fixturing - 250824
Marlin	Illion	3012813	FANUC Robomate CNC Vertical Machining NH105-071
Marlin	Illion	3017237	Laser Engraving - Gunstock Checkering
Marlin	Illion	3017063	69965-16 op20 336 Locator

Marlin	Illion	3017066	70904-16 P14-026 op60 locator - 251007
Marlin	Illion	3012811	Rebuild B&S 12 Plain Milling Machine-MFC #021-105
Marlin	Illion	3017116	Tool for Marlin Rec Line - 250903
Marlin	Illion	3017062	69964-45 op30 clamp arm - 251007
Marlin	Illion	3014405	Indexable Chamber Mill - 250880
Marlin	Illion	3015260	Marlin Bbl Fixture - 250903
Marlin	Illion	3017065	4119200 84 CAB 3HP Dust Coll - 251007
Marlin	Illion	3016057	5614607 Rgh Bot Proof LH 39A - 250903
Marlin	Illion	3016068	Install 5100 Duravert VMC - 250903
Marlin	Illion	3015272	Gage for E-67937 - 250904
Marlin	Illion	3012769	ROBODRILL MATE CNC MACHINE - NH105-044
Marlin	Illion	3017061	69964-34 op 30 F407261 Locator - 251007
Marlin	Illion	3015263	Chip Blaster - 250903
Marlin	Illion	3005455	DEHOFF 4 SPDLE GUN DRILL MCHE 41216 66-1 123244
Marlin	Illion	3012775	REBUILD P&W D/H DRIL - NH 010-017
Marlin	Illion	3012816	FANUC Robodrill 'ECO' - NH105-077
Marlin	Illion	3016432	Marlin 1894 Carrier Fixture - 250991
Marlin	Illion	3002175	MONORAIL SYSTEM 38846
Marlin	Illion	3001506	MICROCARB FURNACE 30076 82-1
Marlin	Illion	3012721	SURFACE GRINDER - HAND FEED - NH027-027
Marlin	Illion	3012722	MODERN AUTO C-O MACH - NH 075-011
Marlin	Illion	3012723	HARIG AUTO GRINDER - NH 027-029
Marlin	Illion	3012724	FIXED CTR TAPPING HD - NH 116-041
Marlin	Illion	3012726	4 SPINDLE DRILL HD - NH 116-025
Marlin	Illion	3012727	FRONT&END LOGIC CTRL - NH021-069
Marlin	Illion	3012728	FRONT&END LOGIC CTRL - NH021-106
Marlin	Illion	3012729	MATSUURA MILLING - NH105-033
Marlin	Illion	3012730	2HA-12 HARPERIZER - NH069-032
Marlin	Illion	3012731	BBL/REC ASSEMBLY MAC - NH082-038
Marlin	Illion	3012732	LEBLOND MILLING MACH - NH105-034
Marlin	Illion	3012733	DECKAL TOOL & GRINDR - NH028-039
Marlin	Illion	3012736	CHERKERING MACHINE - NH085-006
Marlin	Illion	3012739	1000 ORBITING RIVETR - NH116-074
Marlin	Illion	3012740	CHECKERING MACHINE - NH085-008
Marlin	Illion	3012741	VERT KNEE CNC MILL M - NH105-043
Marlin	Illion	3012742	JOHNFORD MACHINING CTR #1 TWIN SPIND 105-045
Marlin	Illion	3012743	B&S #12 MILLING MACH - NH021-135
Marlin	Illion	3012744	MAGNAFLUX DEMAGNITZR - NH 054-004
Marlin	Illion	3012745	NICHOLS MILLING MACH - NH019-124
Marlin	Illion	3012746	SHUTTLE MACH - NH008-028
Marlin	Illion	3012747	WISCONSIN SHUTTLE REBUILD - F-47802 008-028
Marlin	Illion	3012748	NOBLEWEST MARK MACH - NH 043-025
Marlin	Illion	3012749	NOBLEWEST MARK MACH - NH 043-021

Marlin	Illion	3012750	WISCONSIN 3SPIN VERT REAMER - NH 116-044
Marlin	Illion	3012751	DAEWOO ACE V35 - NH105-053
Marlin	Illion	3012752	MATSUURA MACHINING CENTER- 81011633 NH105023
Marlin	Illion	3012759	MATSUURA MC-710V-DC - NH 105-030
Marlin	Illion	3012761	ROTARY TABLE W/ELECT - NH105-061
Marlin	Illion	3012762	CYL PWR DOVETAIL - NH008-004
Marlin	Illion	3012764	FADAL MACHINING - NH105-061
Marlin	Illion	3012765	KINGSBURY WISCONSIN - NH 008-004
Marlin	Illion	3012767	ABSOLENT MIST COLLECTOR - NH094-042
Marlin	Illion	3012768	INDUCTION HEAT TREAT MACHINE - NH 119-015
Marlin	Illion	3012772	LAPOINTE BROACH UPGRADE - NH 035-003
Marlin	Illion	3012779	J&L OPTICAL COMPART - NH 083-001
Marlin	Illion	3012782	CIN HYDRO BROACH MAC - NH035-011
Marlin	Illion	3012783	B&S MILLING MACHINE - NH021-133
Marlin	Illion	3012784	PWR SUPPLY & HEAT XC - NH119-019
Marlin	Illion	3012788	BRIDGEPORT VERTICAL MILLING MACHINE - NH 018-002
Marlin	Illion	3012791	HYRLIC SURFACE GRINR - NH027-033
Marlin	Illion	3012792	HORIZONTAL BROACH - NH038-010
Marlin	Illion	3012793	3HP B&S 7#12 MILLER - NH021-080
Marlin	Illion	3012795	CAMTROL - NH 041-017
Marlin	Illion	3012796	B&S#12 PLAIN MILLER - NH021-099
Marlin	Illion	3012797	COLONIAL BROACH - NH037-016
Marlin	Illion	3012800	REBUILD BALL SCREWDR - NH 010-018
Marlin	Illion	3012802	LAPOINTE VERTICAL BROACH KNEE REBUILT 035-002
Marlin	Illion	3012803	USED CIN RISE & FALL MILL MACHINE - NH023-004
Marlin	Illion	3012810	WISCONSIN DRILL HEAD REBUILD - NH 008-004
Marlin	Illion	3012814	Torit VS1200 - Dust Collector
Marlin	Illion	3012823	TORIT VS1200
Marlin	Illion	3012825	REBUILD WISCONSIN HEAD - TU-475-245 - NH008-004
Marlin	Illion	3012849	LEBLOND REGAL LATHE - NH039054
Marlin	Illion	3012850	42"BPT MILL MACH - NH 018-019
Marlin	Illion	3012853	CINN CONTOUR GRINDER - NH028-002
Marlin	Illion	3012854	CINN CONTOUR GRINDER - NH028-003
Marlin	Illion	3012855	JACKMILL T&C GRINDER - NH 028-038
Marlin	Illion	3012856	KGS200 SURFCE GRINDR - NH027-030
Marlin	Illion	3012857	DECKAL TOOL & GRINDR - NH028-040
Marlin	Illion	3012858	MATSURA 500V W/CRT - NH105-039
Marlin	Illion	3012859	MATSURA 500V W/CRT - NH105-040
Marlin	Illion	3012861	ELEC CONTRL C/O MACH - NH075-005
Marlin	Illion	3012862	RETROFIT ROUTER #5 - EKSTROM NH 067-001
Marlin	Illion	3012863	RETROFIT #5 ROUTER
Marlin	Illion	3012864	RICHARDSON COPYLATHE - NH 062-008
Marlin	Illion	3012865	REBUILT MODERN C/O MACHINE - NH075-005

Marlin	Illion	3012866	FANUC Robodrill 'ECO' - NH 105077
Marlin	Illion	3012867	B&S #12 FRONT AND REAR CONTROL STATION
Marlin	Illion	3012874	MATSUURA MC760V-DC - NH 105-001
Marlin	Illion	3013669	A2-5 chuck adapter - 250828
Marlin	Illion	3014142	Finger Lever Fixture - 250875
Marlin	Illion	3014404	1013714 Collet 7/16th - 250880
Marlin	Illion	3014412	A2237 Tool Changer - 250903
Marlin	Illion	3015255	Retention Knob for Mori Seiki - 250903
Marlin	Illion	3015261	Bolt Fixture - 250903
Marlin	Illion	3015262	Drill Unit - 250903
Marlin	Illion	3015266	Ball Lock Assembly - 250904
Marlin	Illion	3015267	Upper Design - 409748 - 250904
Marlin	Illion	3015268	Base Gage for B-69737 & B-52705
Marlin	Illion	3015269	Base Gage for D-67942 - 250904
Marlin	Illion	3015270	Base Gage for D-67965 - 250904
Marlin	Illion	3015271	Gage for E-67921 - 250904
Marlin	Illion	3016058	Drill Fixture for 39A - 250903
Marlin	Illion	3016059	Bolt Fixture 39A - 250903
Marlin	Illion	3016060	Lathe Locators 39A - 250903
Marlin	Illion	3016066	Program Equator OP 10 39A - 250903
Marlin	Illion	4001826	2D Data Laser Reader Software
Marlin	Illion	4001827	DataMan 7500 Software
Marlin	Illion	4001828	DATAMAN 7500 SOFTWARE
Marlin	Illion	5000106	CROWN TRUCK 32849
Marlin	Huntsville		M00127 Barrel Blanking: Mollart Drill
Marlin	Huntsville		W0791 Barrel Blanking: Unisig Reamer
Marlin	Huntsville		W0792 Barrel Blanking: Unisig Rifle
Marlin	Huntsville		W1394 Barrel Blanking: Cell 4 Automation
Marlin	Huntsville		W1560 M001348 T&C: Bridgeport Mill
Marlin	Huntsville		M001370 T&C : OKUMA Mill
Marlin	Huntsville		W1432 Ajax Tocco SARF Heat Induction
Marlin	Huntsville		W1565 SARF RCVR Robodrill
Marlin	Huntsville		W1539 SARF RCVR Robodrill
Marlin	Huntsville		4116M698 Vibetech Tumbler SARF RCVR
Marlin	Huntsville		W0855 Bridgeport Mill M001374
Marlin	Huntsville		XT Bolt Shear Test
Marlin	Huntsville		XT Bolt Torque Station
Marlin	Huntsville		XT Bolt Handle Bend Station
Marlin	Huntsville		SARF Inner Mag Tube Assembly
Marlin	Huntsville		XT/SARF Striker Knob Paint and Bake
Marlin	Huntsville		W1566 XT RCVR OP10 OKUMA
Marlin	Huntsville		W1533 XT RCVR Ohio Broach
Marlin	Huntsville		W2845 XT RCVR Op30-1 Leadwell

Marlin	Huntsville	W2846 XT RCVR OP40 Leadwell
Marlin	Huntsville	W3115 XT RCVR OP40A HAAS Ream/Flex hone
Marlin	Huntsville	W1562 XT ASSY Bolt Rofin Laser

Marlin Tooling

Marlin FF&E Tooling

Plant	Material	Desc	Qty
ILN	312265	SPINDLE SLEEVES - 80 GRIT 8 1/2 x 10 5/8	200
ILN	312894	OIL, CUTTING, ECOCUT 100GD	2
ILN	312957	SOCK SLEEVE 8 X 7-15/32 P/N 5029 (2"	10
ILN	312958	PUMP SLEEVE 9" X 13-3/4 " 900DZ 120 GRIT	44
ILN	312959	VONNEGUT LOADINGS 4X19-3/8 1/4SLASH 150G	48
ILN	312960	PUMP SLEEVE 8" X 7.4687" 900DZ 150J	200
ILN	312961	VONNEGUT BRUSHES 4" WHITE SH-65	480
ILN	312962	ACTIVATOR, AEROSOL C A GLUE 12 oz #5012	4
ILN	312963	FILTER, AIR SPRAY BOOTH PP-020-020-030	9
ILN	312964	FILTER, CONE PAPER MEDIUM 6502-78229	6
ILN	312965	LINER, BINKS POT 10 GAL (12PK) 868-7766	2
ILN	312966	CUP, MEASURING 2.5 QT S-W	3
ILN	312967	SEALER, PRE-CAT LACQUER 30 SHEEN 3-3030	15
ILN	312968	TOPCOAT, C.A.B. CLEAR 20 SHEEN 3-2020	11
ILN	312969	MARKER,FELT PERFECT BROWN S-W 1-2249	6
ILN	312971	MARKER,FELT LIGHT NATURAL BROWN OAK	1
ILN	312973	STAIN, SWD DYE S61XXN10700-4323	6
ILN	312974	SPONGE,3M ULTRAFINE SANDING, 03346582	250
ILN	312983	GLUE, C A 2oz THICK SHER-WILLIAMS 9-3002	1
ILN	312984	GLUE,C A 2oz MEDIUM SHER-WILLIAMS 9-2002	3
ILN	312985	GLUE, C A 2oz THIN SHER-WILLIAMS 9-1002	2
ILN	312986	NEEDLE, SPRAY GUN SP-300S-14-K	2
ILN	312987	Oil, Ecocut 484 TC	2
ILN	312990	SEALER, VARNISH VALGUARD CONV # AUS5800	205
ILN	312994	VONNEGUT LOADINGS 4X19-3/8 1/4SLASH 220G	6
ILN	312997	PUMP SLEEVE 9" X 13-3/4 "RB346MJ 100GRIT	209
ILN	312998	PUMP SLEEVE 9" X 13-3/4 "RB346MJ 180GRIT	44
ILN	312999	PUMP SLEEVE 9" X 7-15/32"RB346MJ 120GRIT	38
ILN	313000	PUMP SLEEVE 9" X 7-15/32"RB346MJ 180GRIT	40
ILN	313034	TAPE, MASKING BLUE PAINTERS 2" X 60 YDS	6
ILN	313035	BELT,ABRASIVE HERMES 2-1/2 X 132 80 GRIT	76
ILN	313036	BELT,ABRASIVE HERMES 3X132 CN466XFLEX120	91
ILN	313037	BELT, ABRASIVE NORAX 3 X 132 U254 30X	174
ILN	313038	BELT, ABRASIVE NORAX 3 X 132 U254 80X	208
ILN	313042	WHEEL, TAMPICO P/N 90210 BRUSH TRIM	96
ILN	313044	BELT, ABRASIVE 6x168 600G RB515X HERMES	49
ILN	313045	PUMP SLEEVE 9" X 7-15/32"RB346MJ 100GRIT	43
ILN	313084	BELT, ABRASIVE 4x132 320G RB515X HERMES	100
ILN	313105	COMPOUND, CUTTING LEAROK 418 2 x 4"x 15"	1

ILN	313144	STIKIT DISC 12", 900 DZ P120J, 72383540	245
ILN	313149	BELT, ABRASIVE 4x132 100G RB346MJ HERMES	202
ILN	313154	BELT, ABRASIVE 4x168 600G RB515X HERMES	60
ILN	313155	PLATE,ARBOR 4.25 DIA TO 1.25 HOLE#75342	6
ILN	313157	DISC, ABRASIVE 12" DIA 80 GRIT #90843251	6
ILN	313158	PAD, BUE-12" ROUND FELT #407222	1
ILN	313174	MEDIA, 46 GRIT ALUMINUM OXIDE G201046	30
ILN	313199	BELT, ABRASIVE 5X178 120G CERAMIC CR454Z	22
ILN	313200	MEDIA,TRIANGULAR 20 DEGREE VC1-1/8 10550	30
ILN	313206	COMPOUND,180GR DIVINE RED LION, 3# TUBE	9
ILN	313403	BUFF, OSBORN 12"X3"X1.25A P HR AY120913	23
ILN	313404	BUFF, OSBORN 12"X5"X1-1/4 SAY12BR2-J	25
ILN	314094	LACQUER STICK,GOLD 517-100-003AB	3
ILN	314210	COMPOUND,COLOR P/N JALC3568 2x2x9	80
ILN	314211	COMPOUND,COLOR P/N JALC3776 2x2x9	23
ILN	314283	PAINT, SPRAY,FLAT BLACK #789793	4
ILN	314407	WHEEL, GRINDING,23A54-L5VBE 24X5-1/4X1/2	1
ILN	314425	WHEEL, CUT-OFF ,DREMEL#426 3W842	50
ILN	314558	WHEEL, GRINDING 66253306699 14"x1/2x5	3
ILN	314563	PELLETS,CLEANING .45 CAL #929-105-450AB	6
ILN	314564	PELLETS,CLEANING .30 CAL #929-105-300AB	3
ILN	314565	PELLETS,CLEANING .357 CAL #929-105-357AB	4
ILN	314566	PELLETS,CLEANING .22 CAL #929-105-022AB	1
ILN	314567	PELLETS,CLEANING .338 CAL #929-105-338AB	4
ILN	315015	GLOVE, a3 Cut Resis, Size Sm 51611820	120
ILN	315017	GLOVE, A3 Cut Resis, Size LG 51611796	36
ILN	315040	TAG, BLUE U-LINE S-2410BLU	2
ILN	315041	TAG, GREEN U-LINE S-2410G	3
ILN	315128	SEGMENT,GRINDING#P370767 11-5/16x2-1/8x6	43
ILN	315129	BELT, ABRASIVE 4x132 320G RB346MJ HERMES	160
ILN	315135	SLEEVE, CANVAS 3 X 9 P/N 5039	14
ILN	315136	BLADDER, RUBBER 3 X 9 P/N 3900	16
ILN	315170	BAG, POLY U-LINE S-1004 6x12 2 MIL	2,000.00
ILN	315184	STAPLE, U-LINE S-22480	1
ILN	315244	BUFF, DISC ,12"DIA 20 PLY 555-FIF-168	90
ILN	315246	STAIN, MARLIN DR50GA VALSPAR	48
ILN	315249	GUN BLUE,BROWNELLS #082-440-002WB-44/40	5
ILN	315271	ROLL, MASKING .75" x 1.5" 3M 1280	24
ILN	315327	TAG,U-LINE S-6042PW-10 INC HAWKS-6401770	9,000.00
ILN	315364	GREASE,HIGH PERF. SHELL GADUS S2 V220 00	2
ILN	315479	PAD, HI FLEX SCUFFING 4-1/2x5-1/2 180G	1
ILN	315535	BELT, ABRASIVE 4 x 168 220G CORK HERMES	411
ILN	315693	ROLL, ANTI RUST PAPER U-LINE #S-12819	1

ILN	315704	WHEEL, BADOR 9/16DX 2"W 3/16 SHANK	4
ILN	315705	WHEEL, BADOR 1-1/2"DX 2"W 70DUR SMOOTH	3
ILN	315706	WHEEL, BADOR 1"DX 2"W 70DUR SMOOTH	1
ILN	315707	WHEEL, BADOR 3/4"DX 2"W 70DUR SMOOTH	6
ILN	316767	HANDLE, DEBURRING NOGA PV1000 #73454837	4
ILN	317309	3/4"-8MM MILLING SLEEVE	4
ILN	317477	1 1/2" OPEN END WRENCH	2
ILN	317526	COLLET, REDUCER, 1.25 TO 1, P/N 1093536	2
ILN	317530	BELT,ALUM.OXIDE 280 GRIT 4x168 RB525	345
ILN	317540	BELT, POLISHING, 2X132, 180 GRIT JA 165	50
ILN	317542	BELT, POLISHING, 4X132, 400 GRIT CORK	100
ILN	317543	SET SCREW, DOUBLE, M6X1, STCM11	9
ILN	317583	UN 1814, POTASSIUM HYDROXIDE, SOLUTION	5
ILN	317596	BELT, POLISHING, 4"X168", 240 GRIT	189
ILN	317607	CHUCK JAWS, 22 CAL, B-4381	4
ILN	317623	BELT, ABRASIVE, 4"X36", 240 GRIT AL OXID	20
ILN	317643	CHUCK, HYDRAULIC, 8MM, CV40BHCSLT08M669	1
ILN	317671	BADER WHEEL, 5/8" X 2", 3/16" SHANK	6
ILN	317673	BELT, JFLEX POLISHING, 600 GRIT	610
ILN	317674	BELT, POLISHING, KK772J COMPACT GRAIN	162
ILN	317677	AMLOK-PNEU. ROD CLAMP, ADV-100250MXO	1
ILN	317703	BIT, SLOTTED SCREWDRIVER, BROWNELLS	11
ILN	317994	COOLANT, FUCHS ECO COOL 715 (TOTE)	1
ILN	317995	MATS FOR HANGING BULLET TRAP	1
ILN	318043	END CAPS, VINYL, 1.5" DIA.	2,500.00
ILN	318064	471 TAPE, 3/4" WIDE, WHITE, MSC 06269799	18
ILN	318065	471 TAPE, 1/2" WIDE, RED	120
ILN	318073	WISURA 2315LC/F, 55 GAL. DRUM	8
ILN	318113	POUCH, FOAM, 1/8 X 8 X 16	3,000.00
ILN	318176	SHIM STOCK, PLASTIC, .01", BROWN SHEET	1
ILN	318177	SHIM STOCK, PLASTIC, .015" , PINK SHEET	2
ILN	319752	PLUNGER, SPRING, CL-30-SPS-1	7
ILN	319793	ABRASIVE, 3M, 405U SAND PAPER - MARLIN	9
ILN	319895	COMPOUND, ZF-113, 55 GALLON	4
ILN	320105	TAPE, MASKING HI-TEMP, 2", MSC 06270458	12
ILN	320193	MEDIA, POLISH RCP 9.5/9.5S-V15 TRIANGLE	700
ILN	320253	SLEEVE, 3M, 9 X 10 5/8, 80 GRIT	450
ILN	320254	SLEEVE, 3M, 9 X 10 5/8, P150 GRIT	50
ILN	320258	BELT, ABRASIVE 320 GRIT, 2X168, KK772J	100
ILN	320337	Locator, 336 D-68494-28	1
ILN	320480	.433/11mm, S.C. Brush, 320 grit	47
ILN	320481	.472/12mm, S.C. Brush, 320 grit	28
ILN	320482	.500/12.7mm, S.C. Brush, 320 grit	24

ILN	320483	.394/10mm, S.C. Brush, 320 grit	29
ILN	320554	038" Screw Driver Bit, Ball Lock	40
ILN	320563	.026" Screw Driver Bit, Ball Lock	30
ILN	320692	Step Motor Single Shaft 100-0013-00-A	2
ILN	320753	Rail X Axis 32" 700-0381-00D	1
ILN	405099	06 BEARING, NEEDLE B-912-OH obs	8
ILN	423015	LENS KIT 145-0021-00-C 2.5"UNIVER. LASER	1
ILN	423293	BELT, TIMING 140XL037	4
ILN	423303	ASSEMBLY,GUN GUYSON#100043 MOD#400BRONZE	2
ILN	423304	NOZZLE, GUYSON#100011 1/4"BORON CARBIDE	3
ILN	423305	ASSEMBLY,GUN GUYSON#100003 MOD#900BRONZE	2
ILN	423306	NOZZLE, GUYSON#100015 1/2"BORON CARBIDE	1
ILN	423354	CYLINDER, ENERPAC RW-50	3
ILN	423364	BUSHING, ARBOR TAPERED BROWN-SHARPE	3
ILN	423424	LOCKOUT, ELECTRICAL PLUG, MSC 04604781	1
ILN	423443	MOTOR, X-AXIS DRIVE SCHMIDT P/N 010604	1
ILN	423444	MOTOR, Y-AXIS DRIVE SCHMIDT P/N 010603	1
ILN	423445	SPRING ASS'Y ,BODY SCHMIDT P/N 010082	5
ILN	423446	O-RING, BODY ASS'Y SCHMIDT P/N 010083	10
ILN	423447	PIN,MARKING FOR SHORT STYLUS P/N09003701	3
ILN	423448	STYLUS ASS'Y,SHORT W/LONG PINP/N09003007	2
ILN	423453	AIR JET, 7/64" GUYSON#100139	5
ILN	423548	FILTER, CHIP BLASTER #3015-10	11
ILN	423553	WHEEL, CONTACT 70 DURO FORK 9/16" x 2"	12
ILN	423555	FILTER BAG SET McMASTER-CARR #2168K43	1
ILN	423844	NUT,ARBOR BRASS, 1"-8LH	3
ILN	423846	NUT,ARBOR BRASS, 1"-14 RH	5
ILN	423847	NUT,ARBOR BRASS, 1"-14 LH	2
ILN	423974	CYLINDER, HYDRAULIC ENERPAC SLSD-51	2
ILN	423993	CLIP, ENERPAC CYLINDER PA1157049	10
ILN	424165	LOCATOR PIN, MARLIN OP30	9
ILN	424433	CHUCK, HYDRAULIC, CV40BHCSL050669	4
ILN	424434	COLLET, REDUCER, 3/4" TO 16MM	3
ILN	424435	FAIRLANE TOOL STEEL SERRATED GRIPPER	14
ILN	424436	WORK SUPPORT, ENERPAC WFM71 .38" STROKE	2
ILN	424442	FIXTURE, OP10, 1894 FINGER LEVER	2
ILN	424454	OCTAGON BARREL JAWS	9
ILN	424463	FIXTURE, OP10, 1894 TEXAS FINGER LEVER	4
ILN	424464	PIN, LOCATING, 336/1895/1894 OP20	4
ILN	424465	PIN, LOCATING, 336/1895/1894 OP30	4
ILN	424585	MIST LUBE SPRAY COOLANT - KLINGELHOFER	2
ILN	424660	TAILSTOCK CENTER, LATHE, 102715071-A18	2
ILN	424661	TAILSTOCK CENTER, LATHE, 102715071-A11	1

ILN	424662	TAILSTOCK CENTER, LATHE, 102715071-A12	2
ILN	424663	TAILSTOCK CENTER, LATHE, 102715071-A13	1
ILN	424664	TAILSTOCK CENTER, LATHE, 102715071-A14	2
ILN	424665	TAILSTOCK CENTER, LATHE, 102715071-A15	2
ILN	424667	TAILSTOCK CENTER, LATHE, 102715071-A17	2
ILN	424714	LINE, HYDRAULIC SLIM 3/4" KENN 75669	5
ILN	426597	TIMING BELT, CAM-5 WOOD LASER, 264-3M-15	4
ILN	426598	TIMING BELT, CAM-5 WOOD LASER, 339-3M-15	4
ILN	426599	TIMING BELT, CAM-5 WOOD LASER, 300-3M-15	4
ILN	426600	TIMING BELT, CAM-5 WOOD LASER, 228-3M-15	4
ILN	426601	TIMING BELT, UNIVERSAL, Y, 21-1405	2
ILN	426623	TIMING BELT, CAM-5 WOOD LASER,2388-3M-15	10
ILN	426624	TIMING BELT, UNIVERSAL, Z LONG, 21-1210	4
ILN	426625	TIMING BELT, UNIVERSAL, X, 21-1404	5
ILN	426626	TIMING BELT, UNIVERSAL, Z SHORT, 21-1110	4
ILN	426628	BELT, DRIVE, X AXIS, GT3-460-5MGT-25	4
ILN	426629	BELT, DRIVE, Y AXIS, GT3-525-5MGT-25	2
ILN	426630	BELT, DRIVE, Z AXIS, GT3-525-5MGT-25	2
ILN	427116	Velcro - Wood Laser Fixtures	2
ILN	427117	Pressure Cylinder Top Lid PLS Series	4
ILN	427118	Flex Ribbon Cable - Wood Laser	3
ILN	427119	Key Pad - Wood Laser - X Series	4
ILN	427120	Screw - Wood Laser - Lens Cover	6
ILN	427124	Pressure Cylinder Top Lid X2-660 Series	2
ILN	427126	Lexan Door Window - Series X Wood Laser	1
ILN	427128	LCD Display Board - Wiod Laser- X Series	4
ILN	427143	Beam Window - Wood Laser	4
ILN	427144	Glass Door Window - Series P Wood Laser	1
ILN	427145	Removable Drill Bushing #SF328.2900 "L"	2
ILN	427146	Lower Flex Board - Wood Laser	3
ILN	427147	Upper Flex Board - Wood Laser	4
ILN	427247	Wood Laser Y Axis Wheel	8
ILN	427263	GRIPPER, PNEUMATIC PHD-GRS33-1-63X32-CU	3
ILN	427393	CLAMP, ARM C-68501-36, OP 50	1
ILN	427464	Spray Gun Tool Kit BIN-K-5052	5
ILN	427465	Spray Gun Baffle BIN-AS-17-100-K OBS 120	5
ILN	700109	ARBOR,MILLING,STYLE B SCULLY JONES 36162	1
ILN	700133	BIT, SCREWDRIVER, APEX 493-BX	14
ILN	700134	BIT, SCREWDRIVER,PHILLIPS APEX 552-X	11
ILN	700236	CHUCK, COLLET, UNIVERSAL AF80350 300KS	2
ILN	700642	DRILL, STR SHANK-JOBBER LENGTH #N	2
ILN	700675	DRILL, COMBINATION,PLAIN TYPE 8	3
ILN	700757	ENDMILL, 4 FLUTE-S E.-R.H. 9/16"	10

ILN	703471	BLADE, WORK REST B-83724	2
ILN	703552	DRILL, STR SHANK,TAPER LENGTH 'F'	5
ILN	709613	COLLET, KENNAMETAL 32ER0750 3/4"	3
ILN	709616	COLLET, BB14 25ER0500 1/2"	10
ILN	710355	HOLDER, TOOL KENNAMETAL KGMSR1650N	2
ILN	714708	DRILL, GARR #41 CARBIDE EDP#56240	22
ILN	715160	button, Bore C-4683-00, Complete w/Rod	7
ILN	715174	DRILL, STEP REF#32110 A-9249	52
ILN	715195	Tool, Form Barrel A-6256-00	8
ILN	715205	REAMER, BORE A-8900-00	24
ILN	715222	Reamer, Bore finish A-8896-00	17
ILN	715225	Drill, Deep Hole B-7460-00	36
ILN	715226	06 Drill, Chamber Rough B-7469-00 OBS	12
ILN	715232	BROACH, HORIZONTAL C-2025 DET #1	3
ILN	715234	ENDMILL,A-8229-00	2
ILN	715235	Reamer, Carbide Bore A-9255-00	20
ILN	715236	06 Reamer, Bore A-9329-00	19
ILN	715241	ENDMILL, A-5826 HSS, 336 RECEIVER	7
ILN	715242	BUSHING, B-3435 RECEIVER 336 D. HOLE	7
ILN	715243	BUSHING, B-4462 336 DEEP HOLE DRILL	6
ILN	715244	06 Carrier, Milling CTR. B-2392-00 SET/8	2
ILN	715247	06 C'sink, Chamber B-3120-00 OBS	6
ILN	715248	Reamer, Chamber Rough B-3121-00	15
ILN	715251	06 C'BORE,W/PILOT B-3119-011895.45-70 OBS	2
ILN	715256	Drill, Deep Hole B-4038-00	49
ILN	715257	Cutter B-4048-00	5
ILN	715258	Drill, Deep Hole B-4090-02	32
ILN	715266	Tool, Form Blank, Barrel B-4266	20
ILN	715269	ZZ C'sink, Chamber B-4458-00	7
ILN	715271	06 Form Tool, Barrel, Modern B-4611-00 OBS	3
ILN	715273	Drill, Deep Hole, Barrel B-5265-00	35
ILN	715274	06 TOOL CUT OFF B-4546 OBS	2
ILN	715277	DRILL, SUBLAND B-7162 RECEIVER 450	11
ILN	715282	Tool, Form B-5517-00	5
ILN	715283	06 HOLDER, TAP D-1297 OBS	3
ILN	715285	06 ENDMILL, Ball B-6599-00 OBS	3
ILN	715286	Reamer, Bore B-6715-00	15
ILN	715288	Reamer, Bore B-6716-00	21
ILN	715290	Reamer, Bore B-6718-00	15
ILN	715295	Drill, Deep Hole B-6938-1	24
ILN	715297	06 Reamer, Chamber, Finish B-6949-00 OBS	8
ILN	715298	06 Reamer, Finish B-6950-00 OBS	1
ILN	715300	Tool, Form Circular B-6975-00	7

ILN	715301	Drill, Deep Hole B-7150-00	13
ILN	715302	Reamer, Bore B-7153-00	10
ILN	715303	06 Reamer, Chamber Rough B-7156-00 OBS	6
ILN	715307	DRILL, STEP MARLIN A-8276	3
ILN	715308	CUTTER, CHECKERING MARLIN B-6534	32
ILN	715313	06 BROACH, VERTICAL C-2209-00, SET OF 3	3
ILN	715314	06 BROACH, VERTICAL C-2210-00 SET OF 2 OBS	2
ILN	715315	06 BROACH, INSERT C-2816-00 SET OF 3 OBS	2
ILN	715318	Tool, Crowning C-3195-24	2
ILN	715319	Button, Rifling, No coating C-3669-00	6
ILN	715320	Reamer, Chamber Rough C-4516-00	16
ILN	715326	ZZ Reamer, Chamber Rough C-4860-00 OBS	12
ILN	715329	BROACH, BORE 45 CAL. D-2889-01	3
ILN	715330	BROACH, RIFLING 45 CAL. D-2889-02	4
ILN	715331	BROACH, D-3000-01	8
ILN	715332	BROACH, D-3000-02	7
ILN	715333	Broach, Bore, Rifling D-3001-01	15
ILN	715334	Broach, Groove, Rifling D-3001-02	23
ILN	715335	BROACH, GROOVE D-3002-02	8
ILN	715336	Broach, Bore, Rifling D-3081-01	8
ILN	715337	Broach, Groove, Rifling D-3081-02	6
ILN	715338	06 Broach, Bore, Rifling D-3090-01	7
ILN	715339	06 Broach, Groove, Rifling D-3090-02	9
ILN	715340	Broach, Bore D-3381	7
ILN	715341	Broach, Rifling D-3382	9
ILN	715362	Insert, TNMG432M5, VALENITE	30
ILN	715364	Endmill, Ball 4fltd 9/64"	24
ILN	715366	Insert, Carbide TPMA 32NGR 0463 612	57
ILN	715375	Insert, Iscar DGR4803C-4D 328	60
ILN	715376	Blade, Iscar DGAMM-38-4	14
ILN	715395	06 Tool, Shave, A-068-00, RECEIVER 39A	6
ILN	715396	06 ENDMILL, Receiver 39 A-0087-00	6
ILN	715413	Plug, Breech Gallery NoGo A-0925-01	10
ILN	715414	Plug, Breech Assembly Go A-0925-02	15
ILN	715415	Plug, Breech Assembly No-Go A-0925-03	3
ILN	715416	06 Router, Forearms A-1138-00 OBS	36
ILN	715417	Cutter, Finger Lever 39 A-1140-00	4
ILN	715418	06 Cutter,T-Slot, Receiver 36 A-1202-00 OBS	59
ILN	715421	Plug, Breech, Assem Max 35 Rem A-2220-00	8
ILN	715422	06 Drill, Subland, Receiver 39 A-3671	26
ILN	715424	Plug, Breech 44 Gallery No-Go A-4340-01	8
ILN	715425	Plug, Breech 44 Assembly Go A-4340-02	2
ILN	715426	Plug, Breech 44 Assembly No Go A-4340-03	2

ILN	715431	Plug, Breech 45/70 Assem Go A-5619-01	11
ILN	715432	Plug, Breech 45/70 Assem No-Go A-5619-02	9
ILN	715433	Chamfer Tool, Chamber 95 A-5625-00	19
ILN	715434	06 Center, Live, Barrel 39 A-6022-04	12
ILN	715435	06 Center, Live, .654 Dia. A-6022-05	12
ILN	715436	06 Center, Live, .667 Dia. A-6022-06	12
ILN	715437	06 Center, Live, .813 Dia A-6022-13	12
ILN	715438	Cutter, Cut Off A-6086-00	12
ILN	715440	ZZ PILOT, C'SINK 38/55 B-6869 DET#3	15
ILN	715441	Cutter, T-Slot, Receiver 95 A-6278-00	14
ILN	715446	Reamer, Receiver 94 A-6512-00	5
ILN	715448	Plug, Breech, 357 Assembly Go A-6557-02	3
ILN	715449	Plug, Breech, 357 Assem No-Go A-6557-03	10
ILN	715450	Cutter, Roughing A-7208, 336, 94,444	8
ILN	715455	06 Pilot, .349 Dia., 35 Cal. A-7650-02	12
ILN	715458	06 Pilot, .451 Dia., 45-70 Cal. A-7650-05	12
ILN	715461	06 Pilot, 338 Marlin A-7650-20	12
ILN	715462	06 Stamp, Proof, JM A-7847-00 HI-POW. BBLs	6
ILN	715464	Plug, Breech, 45 Colt Ass NoGo A-7981-02	3
ILN	715468	ZZ PILOT, C'SINK 338 MX B-6869 DET#6	15
ILN	715469	Mill, Thread, Rec 450 & 308 A-8996-00	8
ILN	715470	ENDMILL, Receiver 450 A-8997-00	6
ILN	715471	Reamer, Bore 30/30 A-9012-00	34
ILN	715472	06 DRILL,C'Sink, Barrel 30/30 A-9072 **OBS*	12
ILN	715473	Cutter Set A-9073-00	12
ILN	715474	Reamer, Special, 450 A-9123-00	16
ILN	715475	06 Reamer, Bore, Carbide 444 A-9254-00 OBS	12
ILN	715480	06 Cutter w/flat 39 Receiver B-5775	4
ILN	715481	Cutter, T Slot, 36 Hammer B-5866-00	101
ILN	715482	Drill & Holder B-5868-00	56
ILN	715483	Reamer, Mag Hole, Deburr, .560 A-9278-03	6
ILN	715486	Plug, Breach, No Go Assy, 410 A-9340-02	4
ILN	715487	06 CutterFormLoadingSpring338 A-9349 OBS	9
ILN	715488	ENDMILL, Receiver 94 A-9419-00 OBS	12
ILN	715489	06 Cutter, Miller, RecTang 39 B-0004-00	3
ILN	715490	06 Cutter, Gang, Bold 39 B-0009-00	3
ILN	715494	DRILL, COMB and C'BORE B-3376	45
ILN	715496	06 DRILL GUIDE, BARREL B-3527-01 OBS	11
ILN	715497	Tap, 336 Receiver B-3473	48
ILN	715498	06 Drill Guide, 357 B-3527-02 OBS	4
ILN	715499	Drill Guide, 45/70 B-3527-04	4
ILN	715500	Drill Guide, 44 B-3527-05	12
ILN	715501	Drill Guide, 32/20 B-3527-12	8

ILN	715503	06 Drill Guide, 30 B-3527-21 OBS	8
ILN	715504	06 Drill Guide, 38/55 B-3527-22	6
ILN	715505	06 Drill Guide, 444 B-3527-23	6
ILN	715506	06 Drill Guide, 338 B-3527-25	8
ILN	715507	06 Drill,DeepHole,Bolt20' 36B-3608-00 OBS	43
ILN	715508	DRILL, SUBLAND B-4236 1895 RECEIVER	19
ILN	715510	Drill, Deep Hole 44 Mag .412 B-4090-01	14
ILN	715511	Bushing, Driven, 336 Barrel B-4131-A	10
ILN	715512	Drill, Subland, Receiver 357 B-4371-00	6
ILN	715513	CUTTER, CONVEX B-1058-01 SETS OF 2	2
ILN	715515	ROLL, MARKING B-7005 MARLIN BBL	4
ILN	715516	REAMER, Carbon Steel, Receiver B-4525-00	36
ILN	715518	Tool Bit, 336 Breech Bolt B-4616-00	48
ILN	715521	Barrel Tap, 39 Receiver B-4633	13
ILN	715525	Drill,Chamber25/32,33630-30B-4866-00 OBS	12
ILN	715529	06 Button, Rifling, 32-20 B-5489-01	4
ILN	715532	REAMER, BREECH BOLT M336/94 A-766	28
ILN	715543	ROLL, MARKING B-7117 MARLIN BBL	3
ILN	715544	06 CENTER,TAIL STOCK B-6383-06	3
ILN	715546	Safety, 9 1/4 Lg. 45 Colt B-6420-02	28
ILN	715547	Safety, 357 Magnum B-6751-00	6
ILN	715548	Safety, 9 1/4 Lg, 357 Mag B-6752-00	13
ILN	715549	Safety, Broach, 30-30 B-6877-00	40
ILN	715550	Drill, Deep Hole, 38-55, 48 LG B-6880-00	8
ILN	715551	Safety, Broach, 444 B-6884-00	8
ILN	715552	ARBOR, B-4238 1895 RECEIVER	2
ILN	715554	06 Reamer,ChamberSemiFin450B-6953-00 OBS	2
ILN	715555	06 Bushing, Drive 39 Barrel B-6962-02	6
ILN	715556	Bushing, Driving 36, 94 Barrel B-6962-03	5
ILN	715557	06 Bushing Drive 1.031,1895B-6962-05 OBS	6
ILN	715558	Bushing, Drive - 450 Caliber B-6985-00	6
ILN	715560	Reamer, Chamber,Semi Fin 30-30 B-7006-00	14
ILN	715562	Drill,Deep Hole 45-70Cal 52 lg B-7020-00	23
ILN	715563	Reamer, Chamber, Finish, 35 B-7021-00	6
ILN	715565	Reamer, Chamber, Rough, 35 B-7023-00	4
ILN	715566	06 Reamer, Bore 45/70 B-7326-00 OBS	12
ILN	715567	Pull Rod, Broach, 357 Caliber C-4425-00	16
ILN	715569	Pull Rod, Broach,30-30 Caliber C-4520-00	4
ILN	715570	Pull Rod, Broach, 44 Caliber C-4525-00	17
ILN	715571	Button,Rifling,30-30 4140 Ma'l C-4584-00	31
ILN	715572	Button, Rifling, 35, Coated C-4601-00	12
ILN	715573	06 ENDMILL, Ball SGS36546CARB 3/4 X 1/2 X4	5
ILN	715579	06 SAW,CIRCULAR BCT 200 x 2.0 x 32T x 120SC	12

ILN	715581	Bushing, Drive B-3838-1	2
ILN	715582	Bushing, Drive B-3838-4	4
ILN	715587	Endmill, Carbide 4fltd 9/64"x 3/16 SH CC	3
ILN	715588	Bushing, Drive B-3838-3	3
ILN	715590	Jaw, Chuck B-4382-A,Sell in sets of 2	5
ILN	715593	TAP, B-3968 336 RECEIVER MARLIN 30/30	18
ILN	715594	06 Adapter A-1013 OBS	3
ILN	715595	Cutter A-1453	40
ILN	715597	Cutter, Rad. A-2274, FORM RELIEF SET/2	12
ILN	715598	Finger, Driving A-5788	6
ILN	715599	Cutter A-2926 DOUBLE ANGLE, BR. BOLT 336	6
ILN	715606	Drill w/ Extention A-6406	32
ILN	715616	Cutter A-9284, BREECH BOLT 1895	9
ILN	715621	Die, Thread Chasing B-2307	7
ILN	715624	Bushing, Drive B-3838-2	3
ILN	715625	Center, Tailstock B-4514	3
ILN	715630	Holder, Tool B-4619	1
ILN	715632	Drill, 8.1 mm B-4864 OBS	12
ILN	715636	Wheel, Borozon B-5626	4
ILN	715640	Drill , HAND DEBURRING TOOL B-6999-2	1
ILN	715642	Drill, Precision Twist 3.2 mm #78513199	24
ILN	715644	Saw, Cut Off A-7043	11
ILN	715649	Breech Bolt, Milling Cutter C-2501	6
ILN	715652	Stamp, Roll B-7139	3
ILN	715657	06 Plate, Former B-2518	3
ILN	715658	06 Bushing, Rear B-5838-03 OBS	3
ILN	715659	06 Bushing, Rear B-5838-08 OBS	3
ILN	715662	ENDMILL, 1/4 Carbide A-8099	6
ILN	715665	DRILL, Necking A-6407	23
ILN	715666	06 Holder A-820 OBS	3
ILN	715668	06 ENDMILL, A-8496 OBS	10
ILN	715674	ARBOR, B-4239 336 RECEIVER	2
ILN	715678	06 REAMER, CHAMBER SEMI-FIN 30-06 C-4778	13
ILN	715679	06 REAMER, CHAMBER FINISH 30-06 C-4779	13
ILN	715735	DRILL, STEP MARLIN A-8276 (SK) (R)	13
ILN	715736	DRILL, MARLIN A-7702	12
ILN	715738	06 BROACH INSERT C-2053-2	1
ILN	715739	06 BROACH INSERT SPACER C-2053-3 OBS	4
ILN	715740	06 BROACH INSERT C-2053-4	1
ILN	715741	06 BROACH INSERT C-2053-5	1
ILN	715742	06 BROACH INSERT C-2053-6	5
ILN	715744	BROACH INSERT LEFT SIDE C-3517-1	3
ILN	715745	BROACH INSERT LEFT SIDE C-3517-2	1

ILN	715746	BROACH INSERT LEFT SIDE C-3517-3	2
ILN	715747	BROACH INSERT LEFT SIDE C-3517-4	3
ILN	715748	BROACH INSERT LEFT SIDE C-3517-5	3
ILN	715749	BROACH INSERT LEFT SIDE C-3517-6	2
ILN	715750	BROACH INSERT LEFT SIDE C-3517-7	3
ILN	715751	BROACH INSERT LEFT SIDE C-3517-8	6
ILN	715752	BROACH INSERT LEFT SIDE C-3517-9	1
ILN	715753	BROACH INSERT LEFT SIDE C-3517-10	2
ILN	715754	BROACH INSERT RIGHT SIDE C-3531-1	3
ILN	715755	BROACH INSERT RIGHT SIDE C-3531-2	2
ILN	715756	BROACH INSERT RIGHT SIDE C-3531-3	3
ILN	715757	BROACH INSERT RIGHT SIDE C-3531-4	3
ILN	715758	BROACH INSERT RIGHT SIDE C-3531-5	3
ILN	715759	BROACH INSERT RIGHT SIDE C-3531-6	3
ILN	715763	CUTTER, B-6507-00 336 RECEIVER	4
ILN	715770	CUTTER, A-9135 RECEIVER 1895	20
ILN	715773	06 BROACH INSERT C-2053-7	1
ILN	715774	BROACH INSERT SPACER C-2053-8	3
ILN	715775	BROACH INSERT SPACER C-2053-9	2
ILN	715776	06 BROACH INSERT C-2053-10	1
ILN	715777	BROACH INSERT SPACER C-2053-11	2
ILN	715778	06 BROACH INSERT C-2053-12	1
ILN	715779	BROACH INSERT SPACER C-2053-13	2
ILN	715780	06 BROACH INSERT C-2053-14	1
ILN	715781	06 BROACH INSERT C-2053-15	1
ILN	715782	06 BROACH INSERT C-2053-17	2
ILN	715783	06 BROACH INSERT C-2053-18	1
ILN	715784	BROACH INSERT SPACER C-2053-19	2
ILN	715785	06 BROACH INSERT C-2053-20	1
ILN	715786	BROACH INSERT SPACER C-2053-21	2
ILN	715787	06 BROACH INSERT C-2053-22	1
ILN	715788	06 BROACH INSERT C-2053-23	1
ILN	715789	06 BROACH INSERT C-2053-24	1
ILN	715790	06 BROACH INSERT C-2053-25	2
ILN	715791	06 BROACH INSERT C-2053-26	2
ILN	715792	06 BROACH INSERT C-2053-27	2
ILN	715795	BROACH INSERT C-2054-1	1
ILN	715796	BROACH INSERT C-2054-2	1
ILN	715797	BROACH INSERT C-2054-3	1
ILN	715798	BROACH INSERT C-2054-4	1
ILN	715799	BROACH INSERT C-2054-5	1
ILN	715800	BROACH INSERT C-2054-6	1
ILN	715801	BROACH INSERT C-2054-7	1

ILN	715806	CUTTER, A-0243 T-SLOT 336 RECEIVER	15
ILN	715807	06 CUTTER, A-253 T-SLOT 336 RECEIVER OBS	56
ILN	715808	CUTTER, SAW B-0293 336 RECEIVER	96
ILN	715814	Drill, A-7537	60
ILN	715815	DRILL, COMB. & C'BORE B-3380	20
ILN	715816	06 DRILL, STEP B-7074	15
ILN	715817	Cutter, Finish A-6807, M/336, 444,36t	12
ILN	715818	Cutter, A-982, M/36,44, 444,36t	14
ILN	715819	Cutter, A-983, M/36T	20
ILN	715820	BROACH , C-3533-1, TRIGGER GRD PLATE	6
ILN	715821	BROACH , C-3533-2, TRGR GUARD PLATE	11
ILN	715824	PUNCH, A-1773	11
ILN	715827	Cutter, Slot A-6735	14
ILN	715833	DRILL, STEP A-4712	28
ILN	715834	DRILL, STEP A-6516	3
ILN	715835	REAMER, DEBURRING A-6598	9
ILN	715836	REAMER, A-6711	4
ILN	715837	CUTTER,GANG C-2510	11
ILN	715838	CUTTER,GANG C-2513	3
ILN	715844	REAMER, MARLIN 1895/450 B-6968	5
ILN	715845	Tool, Shave A-6217	20
ILN	715846	Tool, Shave A-1487	70
ILN	715848	Tool, Shave A-1144	26
ILN	715849	Tool, Shave B-5807	12
ILN	715850	TAP, SPECIAL A-7008	11
ILN	715851	TAP,SPECIAL B-3477 USED IN MARLIN	26
ILN	715852	06 TAP, SPECIAL B-3474	173
ILN	715857	INSERT, KENNAMETAL LNEU1245R08 KC725	20
ILN	715858	CUTTER, SLOT KENNAMETAL KS255BLNE1245	1
ILN	715860	06 INSERT,SANDVIK N331.1A-054508H-PL4240	50
ILN	715862	DRILL, COMB. & C'BORE B-4723	17
ILN	715865	Endmill, A-6303	14
ILN	715866	Reamer, Cutter A-1784	3
ILN	715867	DRILL, SGS 68278 SERIES 101 4.5MM	20
ILN	715868	ENDMILL, SGS 30823 TIALN COAT 13/64	1
ILN	715870	DRILL, STD 1.95MM	18
ILN	715871	REAMER, .2120 CHUCKING 4FL	11
ILN	715872	TAP, .210-32 BOTTOM	21
ILN	715873	TAP, .210-28 NOR 4-FLUTED	5
ILN	715874	Saw, A-5617	10
ILN	715875	CUTTER SET B-6176-01	1
ILN	715876	CUTTER, MILLING B-2856, SETS OF TWO	5
ILN	715877	06 DOG, B-2047 OBS	3

ILN	715883	DRILL, COMB. & C'BORE B-3381	23
ILN	715884	CUTTER, C-1858	2
ILN	715885	CUTTER, ROUGH A-8697--SETS OF TWO	17
ILN	715887	CUTTER, INSERTED MILLING B-6722	7
ILN	715889	06 Tool, Shave A-5738	6
ILN	715890	CUTTER A-510	2
ILN	715891	BROACH C-3530 DETAILS 1 AND 2	6
ILN	715895	CUTTER,GANG C-4136 FORM RELIEF	10
ILN	715898	DRILL, GUHRING 2.9 MM Gurhring 305	10
ILN	715917	Reamer, Bore B-6554	30
ILN	715918	Insert, Carbide TPMA 54NGR 0463 612	11
ILN	715919	DRILL, STEP A-6460	19
ILN	715920	DRILL, SUBLAND B-4200 M/1895	23
ILN	715921	06 CUTTER SET B-6176-02 OBS	3
ILN	715925	CUTTER, ENDMILL B-5863 CORNER ROUND	8
ILN	715927	CUTTER, GANG C-2099 LOAD SPRING 336	9
ILN	715929	CUTTER, FORM A-6472 MILL 336, 94	6
ILN	715934	CUTTER, SET C-2260 FIN. MILL BOTTOM 1894	6
ILN	715943	DRILL, 3.2mm TITEX #A1549 TFP COATING	23
ILN	715946	CUTTER , FORM RELIEF, D-62550	1
ILN	715949	06 H8ACH,C-2025-2,DOVETAILEDDETAIL 2ONLY OBS	3
ILN	715951	BROACH INSERT SPACER C-2053-16	2
ILN	715954	ENDMILL, RANI INDEX. TXD90-0750F	2
ILN	715955	INSERT, WIDIA RAN- ADHT 090308-RP354	120
ILN	715967	CUTTER, DOVETAIL SOLID CARBIDE A-6305	7
ILN	715968	54deg endmill CUTTER, B-6883	12
ILN	715977	CUTTER, B-793	5
ILN	715978	CUTTER, MILLING B-4749	8
ILN	715980	SAW, SLITTING A-9388	2
ILN	715981	06 CUTTER, B-080 OBS	3
ILN	716002	COLLET, PARLEC DA300-0078	4
ILN	716003	CUTTER,GANG MILL ASS'Y C-2277	3
ILN	716004	CUTTER, A-8653	3
ILN	716008	06 CUTTER, A-7119	5
ILN	716010	CUTTER,GANG MILL ASS'Y C-2280	3
ILN	716011	CUTTER,GANG MILL ASS'Y C-2303	3
ILN	716015	CUTTER, MILLING B-2321	5
ILN	716016	CUTTER, SIDE MILLING A-6706	3
ILN	716017	CUTTER, A-8652	3
ILN	716018	CUTTER, MILLING B-5532	8
ILN	716021	DRILL, #50 CARBIDE GARR# 89181-1205H	23
ILN	716022	ROD/TUBE, REAMER 30-30 C-2288 DET#6	33
ILN	716024	CUTTER, ANGLE B-2513	6

ILN	716025	CUTTER, RAD. A-4807	6
ILN	716026	06 CUTTER, A-1086 OBS	3
ILN	716030	CUTTER, A-5135	6
ILN	716031	06 CUTTER,GANG C-4886	3
ILN	716032	DRILL, SPECIAL STEP A-4379	30
ILN	716033	REAMER,SPECIAL & C'SINK A-4380	20
ILN	716035	DRILL, JOBBERS 5.25 mm MSC#01076512	9
ILN	716040	CENTER, DEAD ROYAL PART# 64692411	10
ILN	716041	06 DRIVER, FACE PT#4210 CARBOLATHE OBS	3
ILN	716043	COLLET, KENNAMETAL 25ER0125 1/8"	5
ILN	716046	CHUCK,COLLET KENNAMETAL CV40BER25250	3
ILN	716047	TAP, BOTTOMING,4 FLUTE 3B HSG 13/16-20	20
ILN	716048	BUTTON & ROD, ASSEMBLY C-4605 30/30	49
ILN	716075	ROLL, MARKING B-5641	2
ILN	716076	ROLL, MARKING M/336C B-4648	2
ILN	716078	BROACH, M/336 C-3848 DET#1,#2,#3	4
ILN	716079	BROACH, M/336 C-3040 DET#1,2,3,4,5	7
ILN	716080	BROACH, INSERT C-2345 DET#1,#2	2
ILN	716089	ASSEMBLY, BUTTON COMPLETE 22 C-3666-A	6
ILN	716091	06 REAMER, PULL A-3285	30
ILN	716092	Drill, Deep Hole B-3830-1	24
ILN	716115	STAMP, ID SSTL M/336 A-9054	2
ILN	716119	DRILL, COMB and C'BORE B-3381	23
ILN	716120	CUTTER, STAG TOOTH 6"x.750"x1-1/4"24T	25
ILN	716122	CUTTER, STAG TOOTH 5"x.750"x1-1/4"24T	6
ILN	716123	BROACH INSERT C-2927 DET# 1 THRU 6	3
ILN	716125	BROACH, M/336 D-1583 DET#1,2,3,4,6	1
ILN	716128	BROACH INSERT C-4279 DET# 1 THRU 5	3
ILN	716129	06 INSERT ISCARAPK1003PDTR-RM IC328OBS	80
ILN	716133	ENDMILL, GARR VRX 1/2" A-61144	17
ILN	716153	INSERT, KENNAMETAL LNEU1245R08SGP KC725M	124
ILN	716154	INSERT, KENN SPCT3125PPEL8LD2 KC725M	25
ILN	716155	INSERT, KENN SPCT3125PPER8LD2 KC725M	60
ILN	716163	INSERT, KENNAMETAL EP1008 EHD KC725M	90
ILN	716164	INSERT, KENNAMETAL KDMB0312M0ERGC KC515M	38
ILN	716167	ENDMILL,KENNAMETAL M1D075E1003W075L110	1
ILN	716169	06 CUTTER, SLOT KENN KSSS400BSP10N551-630	2
ILN	716170	CUTTER, SLOT MILLING KENN KS44BLNE1240	2
ILN	716193	COLLET, SANDVIK 003670 A393.09-C12-1250	2
ILN	716195	CUTTER, STAGGARD TOOTH 4"x.500"x1" 18T	6
ILN	716196	ENDMILL 1" DIA CARBIDE--6 FL GARR 51377	4
ILN	716197	06 DRILL, SUBLAND B-4522 1894 RECEIVER	13
ILN	716198	06 REAMER, STEP B-4375 1894 RECEIVER	8

ILN	716200	BUSHING, DRILL SF-16-10 .128 ID	6
ILN	716202	ENDMILL,GARR PART#62535 VRX 1/2" SQ END	2
ILN	716203	06 Pilot, .218 Dia., 39A BBL A-7650-7 OBS	3
ILN	716205	DRILL, CENTER #2 x 4 (71044242)	14
ILN	716206	DRILL, SGS EDP#57189 5/16"	17
ILN	716207	06 CUTTER, B-009 OBS	2
ILN	716213	REAMER, #33(.113)	19
ILN	716214	Reamer, B-7367	4
ILN	716215	06 Cutter, Tee A-7063 (12 sets of 2)	12
ILN	716220	06 TOOL, SHAVE A-5059	40
ILN	716221	06 HOLDER, SHAVE TOOL B-2475 OBS	2
ILN	716222	TOOL, SHAVE A-7057 REV 9	472
ILN	716223	TOOL, SHAVE A-5082	40
ILN	716224	REAMER, SPECIAL B-7368	8
ILN	716227	REAMER, A-9036	22
ILN	716229	HOLDER, TAP Z LOCK P/N708-3949-168 ZAGAR	2
ILN	716235	CUTTER, B-4780	9
ILN	716237	06 CUTTER, B-4786	10
ILN	716239	06 CUTTER, A-6381	10
ILN	716251	TOOLHOLDER, KENNAMETAL NSR163D	2
ILN	716252	INSERT, THREADING NG3044R KC5025	35
ILN	716253	06 DRILL, SUBLAND A-7334	10
ILN	716254	06 CUTTER, C-3448	10
ILN	716257	CUTTER, C-3451 (SET OF 5)	4
ILN	716258	06 CUTTER, KEYSEAT A-7900	10
ILN	716259	ZZ DRILL, CENTER A-7073 OBS	11
ILN	716267	DRILL,& C'SINK A-4381	5
ILN	716268	REAMER, A-4382	9
ILN	716269	CUTTER, C-2431	2
ILN	716270	CUTTER, B-014	3
ILN	716271	06 CUTTER, B-4949 OBS	7
ILN	716272	CUTTER, B-5947	8
ILN	716273	INSERT, THREADING NG3M100RK KC5025	45
ILN	716274	DRILL, A-6963	10
ILN	716278	DRILL, STEP B-6504	5
ILN	716280	BUR, CARBIDE,1/8" DOUBLE CUT 8175A27	6
ILN	716281	COLLET, KENNAMETAL 16ER060M 6 MM	6
ILN	716283	CUTTER, A-1310	8
ILN	716284	C'BORE, A-059	8
ILN	716288	06 CUTTER, A-072	10
ILN	716291	06 CUTTER, GANG B-4199	2
ILN	716292	06ILL, CENTER A-4320 OBS	3
ILN	716303	06 CUTTER, A-105 OBS	3

ILN	716304	CUTTER, FORMED ROUGHING B-5772	9
ILN	716305	06 CUTTER, FORMED FINISH B-5773	6
ILN	716314	06 ASSEMBLY, BORE REAMER MARLIN C-62006-A	34
ILN	716315	ASSEMBLY, BORE REAMER MARLIN C-62006-B	102
ILN	716316	06 ASSEMBLY, BORE REAMER MARLIN C-62006-C	7
ILN	716317	ASSEMBLY, BORE REAMER MARLIN C-62006-D	30
ILN	716318	06 ASSEMBLY, BORE REAMER MARLIN**OBS**	1
ILN	716319	06 ASSEMBLY, BORE REAMER MARLIN**OBS**	14
ILN	716320	06 ASSEMBLY, BORE REAMER MARLIN C-62006-G	12
ILN	716321	06 ASSEMBLY, BORE REAMER MARLIN C-62006-H	12
ILN	716322	ASSEMBLY, BORE REAMER MARLIN C-62006-J	26
ILN	716323	06 ASSEMBLY, BORE REAMER MARLIN C-62006-K	12
ILN	716324	ASSEMBLY, BORE REAMER MARLIN C-62006-L	10
ILN	716325	ASSEMBLY, BORE REAMER MARLIN C-62006-M	6
ILN	716326	06 ASSEMBLY, BORE REAMER MARLIN C-62006-N	12
ILN	716334	06 COLLET, UNIVERSAL ACURA-FLEX AF-130	1
ILN	716335	CHUCK, COLLET, UNIVERSAL AF80349 300KS	1
ILN	716336	ADAPTER, ENDMILL 1/2 AF80343 300KS	1
ILN	716337	06 COLLET, 5/64 UNIVER RA-FLEX AF-1 OBS	5
ILN	716338	COLLET, 25/64 UNIVERSAL ACURA-FLEX AF-75	4
ILN	716340	LOCATOR, ROBOT-MARLIN C-4632 DET#4(41)	2
ILN	716343	06 REAMER, CHAMBER 30-30 JGS#3638-CPF	11
ILN	716345	06 ASSEMBLY, BORE REAMER MARLIN C-62006-Q	3
ILN	716346	ENDMILL, A-3181	12
ILN	716347	DRILL, 3/32 TITEX #A1249XPL	20
ILN	716349	BUSHING, REAMER .6788 SF-64-28 A-62110	9
ILN	716358	BUSHING, DRILL .595 ID x 1.25 OD 4140	40
ILN	716359	BUSHING, DRILL .788 ID x 1.25 OD 4140	40
ILN	716360	HOLDING FIXTURE ROBOT-MARLIN E-682 DET#4	8
ILN	716361	HOLDING FIXTURE ROBOT-MARLIN E-682 DET#5	12
ILN	716364	06 Drill, B-7478 OBS	12
ILN	716367	06 CHUCK, SCULLY JONES #09570	4
ILN	716372	06 REAMER, CHUCKING HSS STR FLUTE .2355	6
ILN	716373	COLLET #A3000 23/32 MODERN MACHINE	3
ILN	716376	COLLET, PAR ER25-0437	1
ILN	716377	DRILL, 3/32 TITEX #A1249TFL-3/32IN	24
ILN	716383	REAMER, 3/16 (.1875) GARR #95579	3
ILN	716384	REAMER, .1895 STR SHANK A-7893	1
ILN	716385	06 CUTTER, FORM C-4791	2
ILN	716388	CUTTER SET B-7169	4
ILN	716390	Drill, Step, 39 Receiver A-9401	12
ILN	716391	ENDMILL, 3/8" x 3" x3/8 SHANK STD 4FLUTE	3
ILN	716392	Guide, Drill B-3804	6

ILN	716403	ENDMILL, 1/8" CARBIDE DE SGS#31001	6
ILN	716413	COLLET, PAR-ER16-0125 1/8"	1
ILN	716415	06 ENDMILL, A-6154 OBS	8
ILN	716417	06 CUTTER, STAG TOOTH COATED 5"x1/2"x1-1/4	6
ILN	716418	HOLDER, TOOL KENNAMETAL MSRRNR124B	4
ILN	716420	COLLET, AF-138 3/4"	1
ILN	716422	06 CUTTER, INSERTED MILLING B-6709	6
ILN	716423	REAMER STD .0768 DIA	12
ILN	716427	LOCATOR, CHUCK B-7390 DET#2	2
ILN	716433	ENDMILL, DE 5/8"x5/8"-1-3/8" FL LGTH M42	11
ILN	716434	COLLET, PAR ER20-0437	8
ILN	716435	SCREW, INSERT KENNAMETAL MS-2205 PKG	14
ILN	716436	06 Jaw, Chuck #HUR-KT6P 3 PCS PER SET	2
ILN	716437	REAMER, .115 CARBIDE MSC#82111501	7
ILN	716438	ENDMILL, 1/4" 4FL LH MSC#71775167	2
ILN	716440	DRILL, CORE LIVE PILOT JGS#11563-HDS-LP	9
ILN	716446	DRILL, CORE LIVE PILOT JGS#11570-HDS-LP	12
ILN	716447	DRILL, CORE LIVE PILOT JGS#11558-HDS-LP	4
ILN	716449	REAMER,FINISH CARBIDE JGS#11051-B-SB-CF	5
ILN	716455	REAMER,FINISH CARBIDE JGS#10876-C-SB-CF	12
ILN	716456	REAMER,FINISH CARBIDE JGS#10979-C-SB-CF	3
ILN	716457	06 MILL,TUBE END CHAMFERING9/16 OD TUBE OBS	2
ILN	716458	MILL, TUBE END CHAMFERING .750 OD TUBE	2
ILN	716459	06 MILL,TUBE END CHAMFERING .875 ODTUBE OBS	2
ILN	716460	CUTTER SET A-9188 (SET OF 2)	4
ILN	716461	Drill, Flat Bottom A-7923	24
ILN	716462	C'sink B-4831	2
ILN	716463	DRILL, SPECIAL A-5975	4
ILN	716464	06 SAWS, SLITTING W/SIDE TEETH B-7146	2
ILN	716473	06 DIE,THREAD M/39A BBL B-2308 OBS	2
ILN	716474	ENDMILL, A-7567 (12 sets of 2)	36
ILN	716477	06 POINT, MADISON DRIVE #4399-151-00002	3
ILN	716483	06 CUTTER, C-4320 OBS	2
ILN	716485	BUSHING,DRILL .790"IDx1.375"ODx1.750L SF	4
ILN	716486	06 JAW, CNC LATHE PT#KT8MH OBS	3
ILN	716487	INSERT, SPEB-1511CB X20	70
ILN	716488	SCREW, INSERT 164-T	20
ILN	716489	CUTTER, T-SLOT RH 1" DIA K-TOOL	5
ILN	716490	COLLET, ER16-0255 PARLEC	3
ILN	716491	06 COLLET,ACURA FLEX SERIES 38 RDF-044 3/8"	3
ILN	716493	BUSHING,DRILL 17/64 IDx1/2"x1" (R)	4
ILN	716494	06 COLLET, KENNAMETAL 300DA0188	3
ILN	716495	DRILL, JOBBERS 17/64 #31115A55	6

ILN	716499	ENDMILL, 7/16"x1/2" SH,DE,HSS TiCN COAT	3
ILN	716517	CUTTER, STAGERED TOOTH A-5128	7
ILN	716518	06 CUTTER, C-1424	3
ILN	716521	06 ENDMILL, A-6344 OBS	24
ILN	716522	ENDMILL, SE,HSS 1/4"CENTER CUT TiCN COAT	10
ILN	716523	NUT RUNNER B-4255	5
ILN	716525	06 BUSHING, DRILL #33(.113) SF-20-12	3
ILN	716526	BUSHING, DRILL 1/8(.125) SF-16-12	2
ILN	716527	BUSHING, DRILL #28(.1405) SF-20-8	7
ILN	716528	BUSHING, DRILL .162 SF-20-12	1
ILN	716529	BUSHING, DRILL #14(.182) P-20-8	1
ILN	716530	06 BUSHING, DRILL .2115 SF-24-12 OBS	3
ILN	716531	BUSHING, DRILL 5/16 I.D. (.3125)SF-48-12	2
ILN	716532	06 BUSHING, DRILL .5709 SF-64-34 OBS	4
ILN	716533	BUSHING, DRILL .6632 SF-64-28	4
ILN	716534	06 BUSHING, DRILL .6406(41/64) SF-56-24	2
ILN	716535	BUSHING, DRILL .6582(21/32) SF-64-34	1
ILN	716536	BUSHING, DRILL .6875(11/16) SF-64-34	2
ILN	716544	DRILL, STR SHANK-JOBBER LENGTH 1.6MM	12
ILN	716545	Cutter, T , A-5090	17
ILN	716546	06 CUTTER, DOVETAIL A-7286	6
ILN	716548	C'SINK, A-8308	14
ILN	716549	TAP, .210-28 GH3 STR FLUTE #5077751	37
ILN	716551	06 INSERT,ALORIS GTN-3 GRAINGER#2RKK6OBS	6
ILN	716552	TAP, PLUG 4-40 2FL PENTA BLUE SPPT	14
ILN	716553	SPOTFACE, A-7003	10
ILN	716555	GUIDE, DRILL C-100 INTERNATIONAL.	14
ILN	716556	GUIDE, DRILL B-200 INTERNATIONAL.	10
ILN	716557	TAP, PLUG ,.194-36 GH2	12
ILN	716558	ENDMILL, GARR PART#62567 VRX 1/2"x4"L	2
ILN	716560	CENTER, TAILSTOCK MARLIN C-62428-A	3
ILN	716561	CENTER, TAILSTOCK MARLIN C-62428-B	6
ILN	716562	CENTER, TAILSTOCK MARLIN C-62428-C	5
ILN	716563	POINT, CENTER FOR FACE DRIVER PT# 88354	8
ILN	716564	Drill Guide, 45 COLT B-3527-13	5
ILN	716565	BUSHING, DRILL 7/32 (.2188) SF-32-12	1
ILN	716568	COLLAR, C-41763-B DET. 8-3	1
ILN	716569	COLLAR, C-41763-C DET. 9-3	2
ILN	716570	BUSHING, DRILL SF-20-8 .1592 ID	3
ILN	716573	CENTER, TAILSTOCK MARLIN C-62428-D	3
ILN	716574	CENTER, TAILSTOCK MARLIN C-62428-E	2
ILN	716575	CENTER, TAILSTOCK MARLIN C-62428-F	4
ILN	716577	KNOB, RETENTION TOOLHOLDER BT-40	1

ILN	716605	DRILL, SPOT 1/4" 90 DEGREE GARR #91020	3
ILN	716614	COLLET, KENNAMETAL 16ER0188 #1729817	10
ILN	716620	Broach, Insert C-2056-DET 5	7
ILN	716623	COLLET 5C ROUND .6875 ID (11/16)	8
ILN	716624	ASSEMBLY, BORE REAMER MARLIN C-62006-R	20
ILN	716628	SCREW. SPECIAL 5/8-11 x 3.5 A-62559	28
ILN	716629	COLLET, ERICKSON ER20-0125 1/8"	2
ILN	716630	TAP, 5-40 PM HSS-E SPRL PT PLUG TIN COAT	17
ILN	716631	ENDMILL, GARR 5/8" .045CR EDP#80400	13
ILN	716632	SCREW, INSERT KENNAMETAL MS1281	20
ILN	716642	ROLL DIE, MARK INSCRIPTION B-7123	2
ILN	716643	ROLL, MARKING INSCRIPTION B-7535	1
ILN	716645	DRILL, MORSE 3.2 mm TL COBALT PARABOLIC	32
ILN	716646	BUSHING, DRILL SF-20-12 .1065 ID	7
ILN	716647	BUSHING, DRILL UN-SF-16-.4050 2.9MM ID	8
ILN	716650	ANVIL(BRASS PLATE) B-63054	19
ILN	716651	CUTTER, SLOTTING KENNAMETAL #2518820R3	6
ILN	716652	ROLL DIE, MARK INSCRIPTION B-7364	3
ILN	716653	ROLL DIE, MARK INSCRIPTION B-7527	2
ILN	716664	BROACH, BORE D-3002-01	4
ILN	716665	DRILL, TAP, CARBIDE #16 (.177)GARR #89411	10
ILN	716666	ENDMILL, GARR P/N 13137	19
ILN	716667	DRILL, SPOT, 3/8x 90 DEGREE GARR #91030	17
ILN	716668	DRILL, CARBIDE #47 (.0785) GARR #89201	11
ILN	716669	06 DRILL, CARBIDE #33 (.1130) GARR #89291OBS	2
ILN	716673	COLLET, ER 16 4mm-5mm REGOFIX 1116.05000	5
ILN	716674	COLLET, ER 20 1mm-2mm REGOFIX 1120.02000	2
ILN	716675	COLLET, ER 20 2mm-3mm REGOFIX 1120.03000	2
ILN	716676	COLLET, ER 20 4mm-5mm REGOFIX 1120.05000	2
ILN	716679	ENDMILL, BALL, CARBIDE 4F XG-402-12BNFL	20
ILN	716680	ENDMILL, FLAT, CARBIDE 4F ST-400-12FL	21
ILN	716682	ROLL DIE, MARK INSCRIPTION B-6763	2
ILN	716683	ROLL DIE, MARK INSCRIPTION B-6774	4
ILN	716684	ROLL DIE, MARK INSCRIPTION B-6831	3
ILN	716685	ROLL DIE, MARK INSCRIPTION B-6957	2
ILN	716686	ROLL DIE, MARK INSCRIPTION B-7534	1
ILN	716687	REAMER, .108 HSS STR FL MA FORD#27210800	10
ILN	716712	COLLET, ER 32 .250 REGOFIX 1132.06500	2
ILN	716714	HOLDER, COLLET ER 32 REGOFIX 2638.13253	2
ILN	716715	06 DRILL, 16.5MM TITEX #A6489DPP-16.5 SHO	81
ILN	716716	REAMER, HANNIBAL COOLANT THROUGH#429678	13
ILN	716717	COLLET, ER 32 9/16" SEALED #032-036-ICS	3
ILN	716718	COLLET, ER 32 18mm SEALED #032-720CS	2

ILN	716720	COLLET, KENNAMETAL 25ER0188	9
ILN	716721	ROLL DIE, MARK INSCRIPTION B-7363	2
ILN	716723	NUT, ER 32 REGOFIX 343220000	3
ILN	716724	DISK, COLLET SEALING ER32 #3932.00650	4
ILN	716736	CUTTER, SAW B-2778 336 SEAR	2
ILN	716739	COLLET, ADJ LYNDEX NIKKEN NK 3/4-1/2DPTH	4
ILN	716753	ROLL DIE, MARK INSCRIPTION B-7458	3
ILN	716754	DRIVER, FACE LH LATHE 88085 MSC08623290	12
ILN	716756	CENTER, LIVE A-667838I11 .6190 DIA	3
ILN	716757	CENTER, LIVE A-667838I11 .6290 DIA	2
ILN	716758	CENTER, LIVE A-667838I11 .6370 DIA	2
ILN	716759	CENTER, LIVE A-667838I11 .6430 DIA	1
ILN	716761	CENTER, LIVE A-667838I11 .7060 DIA	2
ILN	716762	CENTER, LIVE A-667838I11 .7280 DIA	1
ILN	716763	ENDMILL, BALL NOSE KDMB0312R551A031ST	6
ILN	716764	ENDMILL, BALL NOSE KDMB0750R630A075SN	1
ILN	716767	06 REAMER, GARR-TL #95543 CARBIDE 0.1780	20
ILN	716768	06 DRILL, GARR-TL #89400 11/64 (.1719)	15
ILN	716769	ROLL DIE, MARK INSCRIPTION B-7459	3
ILN	716770	DOG, TIMING C-63377-A	6
ILN	716771	DOG, TIMING C-63377-B	16
ILN	716772	DOG, TIMING C-63377-C	24
ILN	716773	CENTER, LIVE A-667838I11 .7660 DIA	1
ILN	716846	COLLET, ER25 (.375"ID) 25375 AO-1001	2
ILN	716847	ROLL DIE, MARK INSCRIPTION B-6887	4
ILN	716848	DRILL BIT, 1/4" BRAD POINT (R)	17
ILN	716851	ROLL DIE, MARK INSCRIPTION B-7009	2
ILN	716852	ROLL DIE, MARK INSC B-7317 **OBS**	4
ILN	716867	CUTTER, DOVETAIL KENNAMETAL #2461334-A	57
ILN	716871	06 Tool, Crowning C-3195-17	2
ILN	716872	CUTTER, HELICAL FORM TOOL A-63588	23
ILN	716873	ROLL DIE, MARK INSCRIPTION B-7318	2
ILN	716874	ROLL DIE, MARK INSCRIPTION B-7492	1
ILN	716875	ROLL DIE, MARK INSCRIPTION B-7526	2
ILN	716876	06 ROLL DIE, MARK INSCRIPTION B-7563	2
ILN	716879	COLLET, ER25 15/64" 025-240-SP	4
ILN	716881	COLLET, ER25 3/16"	2
ILN	716882	COLLET, ER25 5/16"	5
ILN	716883	COLLET, ER25 5/32"	5
ILN	716884	COLLET, ER25 7/32"	5
ILN	716885	COLLET, ER25 9/64"	6
ILN	716886	COLLET, ER25 11/64"	2
ILN	716887	CENTER, TAILSTOCK MARLIN C-62428-G	7

ILN	716888	CENTER, TAILSTOCK MARLIN C-62428-H	2
ILN	716889	CENTER, TAILSTOCK MARLIN C-62428-J	2
ILN	716890	TAP, BOTTOMING,4 FL H-2 8-36 MORSE	24
ILN	716893	WASHER, SPHERICAL MSC#82429325	28
ILN	716894	DRIVER, FACE LH 88084 ROHM MSC#08623282	8
ILN	716897	GAGE, HEADSPACE 308 ME "GO" C-63387-A	13
ILN	716898	GAGE, HEADSPACE 308 ME "NO GO" C-63387-B	13
ILN	716899	GAGE, HEADSPACE 338 ME "GO" C-63538-A	14
ILN	716900	GAGE, HEADSPACE 338 ME "NO GO" C-63538-B	11
ILN	716901	HOLDER, TOOL CAT40 5/16" #CV40ZEM031138	4
ILN	716902	HOLDER, TOOL CAT40 1/2" #CV40ZE M050175	2
ILN	716903	06 HEAD,SPRING TAPPING CAT40 #GM81-110050B	1
ILN	716904	CLAMP, TOOL #GM68-499540	2
ILN	716905	06 COLLET, SPRING TAP ADAPTER #GM81-11800B	1
ILN	716906	BIT,MARLIN 336, BROWNELLS#080-087-011AB	8
ILN	716910	BROACH ASSEMBLY SET D-2069 DET#2,3,4,5,6	3
ILN	716936	DRILL, GARR #28 CARBIDE EDP#77331	12
ILN	716937	DRILL, GARR #29 CARBIDE EDP#89321	10
ILN	716938	STYLUS ASSEMBLY,SCHMIDT DOT PEEN 10076	3
ILN	716939	PIN ASSEMBLY,SCHMIDT DOT PEEN 010085	1
ILN	716943	HOLDER, TOOL KENNAMETAL BT40EM1000374	1
ILN	716946	Endmill, 1/2" 4FL CC Carbide RH A-8810	22
ILN	716952	BLOCK, VEE ONE EACH E-671-57 A&B	6
ILN	716954	06 MANDREL,THREADED M/336TGP B4819 OBS	25
ILN	716958	HOLDER, TOOL KENNAMETAL BT40EM050255	1
ILN	716960	BLADE, KENNAMETAL A4M50R2S12B020025	3
ILN	716961	INSERT, KENNAMETAL A4R0200M2SP00GMP	30
ILN	716966	TIP, NYLON PUNCH,BROWNELLS#080-475-001AB	3
ILN	716967	PODS, TOOL CHEVALIER P/N 2601-08083000	20
ILN	717015	HOLDER,THREADMILL KENN TM25D067L110Z2	2
ILN	717016	HOLDER,THREADMILL H&C TOOL SR0570H14	8
ILN	717017	DRILL, CARBIDE KENNAMETAL B976A04500	21
ILN	717018	INSERT, THREAD KENN TN25N20UN KC610M	5
ILN	717033	HOLDER, TOOL KENNAMETAL BT40BSM2C100177	1
ILN	717041	SCREW, INSERT KENNAMETAL MS1282	20
ILN	717042	CHUCK, DRILL, SCULLY-JONES 09149 .125"#0	11
ILN	717043	DRILL, STEP 5132694	6
ILN	717044	DRILL, STEP 5128720	4
ILN	717045	DRILL, STEP 5188721	36
ILN	717046	DRILL, STEP 5048499	28
ILN	717047	DRILL, STEP 5127081	19
ILN	717048	DRILL, STEP 5048498	12
ILN	717050	INSERT,THREADING B-64217 14I12SP 027/898	227

ILN	717054	DRILL, 1/8 TITEX #A1166-1/8"	8
ILN	717073	PLUG, HEADING MIN GO 35 REM A-2219-A	10
ILN	717074	PLUG, HEADING INSP MAX 35 REM A-2219-B	10
ILN	717076	REAMER, 5/8"x 2-1/4 FL 9/16 SHANK #22234	5
ILN	717077	HOLDER, TOOL KENNAMETAL BT40EM075255	1
ILN	717078	06 HOLDER, TOOL KENNAMETAL BT40EM125250	1
ILN	717079	HOLDER, TOOL KENNAMETAL BT40BER16060M	3
ILN	717095	COLLAR, C-41763-D DET. 10-3	1
ILN	717098	06 BUSHING, DRILL SF-32-8 .3070 ID	3
ILN	717140	ASSEMBLY, BUTTON COMPLETE 22 C-3666-B	9
ILN	717141	ASSEMBLY, BUTTON COMPLETE 22 C-3666-C	6
ILN	717170	CLAMP, FIXTURE D-62780 DET#5/3	4
ILN	717171	CLAMP, FIXTURE D-62780 DET#16/3	3
ILN	717172	CLAMP, FIXTURE D-62780 DET#17/3	2
ILN	717174	ROLL DIE, MARK INSCRIPTION B-7501	3
ILN	717178	HONE,RIFLE .357 BROWNELLS #080-608-238AB	2
ILN	717179	HONE,RIFLE .44 BROWNELLS #080-608-244AB	1
ILN	717180	HONE,RIFLE .45 BROWNELLS #080-608-245AB	1
ILN	717181	06 REAMER, ROUGH CHAMBER 45/70 KENNAMETAL	17
ILN	717182	REAMER, FINISH CHAMBER 45/70 KENNAMETAL	46
ILN	717183	CLAMP, FIXTURE D-62780 DET#9/5	2
ILN	717184	CLAMP, FIXTURE D-62780 DET#11/5	4
ILN	717185	CLAMP, FIXTURE D-62780 DET#14/5	3
ILN	717189	GAGE,HEADSPACE 338 "INSP MAX" C-63538-C	10
ILN	717190	GAGE,HEADSPACE 308 "INSP MAX" C-63387-C	5
ILN	717191	MILL, PROFILE KENNAMETAL #2846250-R01	3
ILN	717192	INSERT, KENNAMETAL SDEB26152 KCPK30	97
ILN	717206	ENDMILL, HARVI HPHV312S4050CH KCPM15	49
ILN	717207	ENDMILL, HARVI HPHV750S4088CH KCPM15	20
ILN	717208	DRILL,FLAT BOTTOM B707A03175FBG KC7315	23
ILN	717210	DRILL,STARTER KENNAMETAL 4054506 KC7315	14
ILN	717211	DRILL,DEEP.257 KENN MM5506332 KCPK20	15
ILN	717213	FIXTURE,TIGHTENING TF30 TAPER KENNAMETAL	1
ILN	717214	FIXTURE,TIGHTENING TF40 TAPER KENNAMETAL	1
ILN	717217	ENDMILL,BALL KENNAMETAL UEBD0312J2A 5/16	8
ILN	717223	COLLET, 16C 11/16" (MSC #79786935)	8
ILN	717224	KNOB, RETENTION C40-1500-MORI	3
ILN	717225	ENDMILL,FINISH.3125 ROBBJACK STR-430-10A	59
ILN	717226	ENDMILL,ROUGH .3125 ROBBJACK STR-401-10A	33
ILN	717227	DRILL, CENTER #4 GARR #58060 .3125 DIA	3
ILN	717228	HOLDER,CHAMFER INSERT KENNAMETAL#1023676	3
ILN	717229	HOLDER, 1.500"CAT KENNAMETAL #1025986	3
ILN	717230	WRENCH, ALLEN T HANDLE 5/32" #71-360-714	7

ILN	717231	WRENCH, ALLEN T HANDLE 9/64" #71-360-713	9
ILN	717232	COLLET, 16C 23/32" (MSC #79786950)	2
ILN	717235	DRILL, MORSE 1/8 (.125) 135 DEG SPLIT PT	12
ILN	717236	MILL, 2" INDEXABLE KENNAMETAL #2479510	5
ILN	717237	CHUCK, CAT40 MILL 1" KENNAMETAL#3100359	5
ILN	717238	INSERT,KENNAMETAL EP1408EHDKCP30 3033731	35
ILN	717243	BIT, HEX 7/32" 5570A18	3
ILN	717253	PIN, STEP DIAMOND D-62780 DET#26/5	12
ILN	717254	CHUCK, HYD CAT40 6MM KENNAMETAL#1605145	4
ILN	717255	CHUCK, HYD CAT40 12MM KENNAMETAL#2079279	2
ILN	717256	SLEEVE,REDUCTION 12MM/7MM KENN #3026644	4
ILN	717257	SLEEVE,REDUCTION 12MM/8MM KENN #3026645	5
ILN	717273	COLLET,ER25 1/4"(.250)KENNAMETAL#1729857	4
ILN	717276	REAMER,FINISH CHAMBER KENNAMETAL#5496887	88
ILN	717277	ENDMILL, KENNAMETAL 3/4" #5393782 KCPM15	22
ILN	717278	SLEEVE,MILLING CHUCK 3/8" KENN #3101075	5
ILN	717279	SLEEVE,MILLING CHUCK 1/2" KENN #3101077	6
ILN	717280	CHUCK,CAT40 MILL 3/4" KENN, (SEE-717595)	3
ILN	717283	ENDMILL, CARB KENN UCDE1000J5BS, 4048705	26
ILN	717284	ENDMILL, 1/4" 7 DEG KENNAMETAL #5373126	33
ILN	717285	ENDMILL, HARVI HPHV188S4031L #4047704	42
ILN	717286	ENDMILL, HARVI HPHV375S4088 #4047755	31
ILN	717298	ENDMILL, 5/32 KENN 4BN0156IR056A KC633M	48
ILN	717299	CUTTER,T-SLOTKENN#5390664 KCPM15 B-5496	13
ILN	717300	REAMER, ROUGH CHAMBER 30-30 KENN#5496886	89
ILN	717301	REAMER,FINISH CHAMBER 30-30 KENN#5496885	103
ILN	717304	ENDMILL,KENNAMETAL HEC156S356R10 KC635M	5
ILN	717343	ENDMILL, CARBIDE 7/32 KENNAMETAL#1115695	4
ILN	717344	ENDMILL, CARB 9/64 2SE0140IR056A KC633M	4
ILN	717345	REAMER, .1270 CARBIDE GARR #95348	93
ILN	717353	REAMER, .1075 HSS STR FL 3.5" OAL	5
ILN	717363	ENDMILL, GARR VRX A-66201	6
ILN	717385	ENDMILL, RADIUS KENNAMETAL 5397535	85
ILN	717386	CUTTER, RADIUS KENNAMETAL 5394269 KCPM15	17
ILN	717390	DRILL,SC KENNAMETAL 5424172 at .127 dia	26
ILN	717394	ENDMILL, SHORT CUT UEDE0156J3AS KC643M	55
ILN	717395	ENDMILL,SHORT CUT UCDE219J5BS KC643M	15
ILN	717404	MILL, SHELL RODEKA,KENNAMETAL #4178126	2
ILN	717405	INSERT,KENNAMETAL RNGJ1204M0SGD#4146586	158
ILN	717406	MILL, 1" INDEXABLE KENNAMETAL #2479507	4
ILN	717407	INSERT, KENNAMETAL EP1416EHD #3033954	42
ILN	717423	HEAD, DRIVE GUN DRILL B-4087	7
ILN	717424	DRILL,CARBIDE KENNAMETAL #5395727 2.2mm	94

ILN	717425	CUTTER, SLOT KENN KSSS400ASP10N625	1
ILN	717426	INSERT, KENNAMETAL SPET31251PPEL8GB2	20
ILN	717427	INSERT, KENNAMETAL SPET31251PPER8GB2	200
ILN	717430	ZC MILL, 22 DEGREE KENNAMETAL #60035104	3
ILN	717432	CUTTER,FORM 3".641R KENNAMETAL #60096122	19
ILN	717434	ENDMILL,BALLNOSE.562 KENN #MM5824551	9
ILN	717435	ENDMILL,BALLNOSE 1/2 KENNAMETAL#1257709	3
ILN	717436	CUTTER, RADIUS KENNA 5426990 (B-65000)	27
ILN	717437	CUTTER, RADIUS KENNAMETAL #5426908-R01	43
ILN	717438	CUTTER RADIUS KENN#5426909-R01 C-65305-A	21
ILN	717441	ROLL, MARKING M/336C LIMITED C-66594	1
ILN	717444	CUTTER, T KENNAMETAL MM5362660	25
ILN	717445	CUTTER, T KENNAMETAL MM5363328 A-243	8
ILN	717446	HOLDER, ENDMILL 1.25"KENNAMETAL#1013426	1
ILN	717447	DRILL, BUGLE KENNAMETAL #5407725 B-5868	30
ILN	717449	SLEEVE,HYD TOOL 7/8" CAT40 KENN #3101096	4
ILN	717455	MILL, SHELL,KENNAMETAL #2267643	4
ILN	717456	INSERT, KENNAMETAL EP1864EHD #3379064	200
ILN	717460	CUTTER, FORM .641R KENNAMETAL #5474522	14
ILN	717461	DRILL, 5.616mm 8XD KENNAMETAL #4149636	38
ILN	717462	HOLDER,TOOL KENN MM6712630	5
ILN	717463	ENDMILL,1" W/ C RAD KENNAMETAL 4048662	36
ILN	717467	DRILL, 3.2 mm KENNAMETAL #4150636	50
ILN	717468	DRILL, 2.383 mm KENNAMETAL #4149153	69
ILN	717469	ENDMILL, .257 DIA KENNAMETAL DWG#5427564	57
ILN	717470	BAR, BORING MICRO KENNAMETAL #1270952	2
ILN	717471	06 SCREW, HARDWARE KENNAMETAL #1260087	10
ILN	717472	INSERT,CDHH120605L KENNAMETAL #1937516	52
ILN	717473	INSERT CDHB120601 KENNAMETAL #4050607	55
ILN	717474	CHUCK,CAT40 MILL1.25" KENNAMETAL#3100362	5
ILN	717476	COLLET, KENNAMETAL 100TG1000 (1014105)	2
ILN	717477	ADAPTER,SLOTING 1.25"KENNAMETAL#1015362	3
ILN	717483	ENDMILL,BALLNOSE.156 KENNAMETAL#2890952	131
ILN	717484	06 COLLET, 1/4" ID 1-1/4 OD #GLO-8612C-1/4	1
ILN	717487	CUTTER,T SPECIAL KENNAMETAL DWG#60097282	6
ILN	717493	COLLET, KENNAMETAL 75HC0562 #1093269	8
ILN	717495	ENDMILL,ROUGHING .625 KENNAMETAL 4048697	11
ILN	717533	ENDMILL, SC .258 DIA KENNAMETAL#5413286	26
ILN	717534	INSERT, KENNAMETAL NG3156RK KC5010	20
ILN	717535	HOLDER,T.N. KENNAMETAL NSR123B #1097586	1
ILN	717536	COLLET, KENNAMETAL 16ER0312 #1729819	2
ILN	717537	CHUCK,COLLET KENNAMETAL CV40BER16250	1
ILN	717538	COLLET, KENNAMETAL 16ER0156 #1949905	2

ILN	717539	COLLET, KENNAMETAL 16ER0125 #1729816	4
ILN	717541	REAMER,FINISH CHAMBER 44MAG KENN#5485621	36
ILN	717543	REAMER,FINISH CHAMBER 357 KENN#5485618	9
ILN	717545	CENTER, LIVE 4MT QUAD BEARING #ROP-10664	2
ILN	717546	CENTER, LIVE 4MT VERSA TURN #ROP-10834	2
ILN	717568	SLEEVE,HYD CHUCK KENNAMETAL #75HC0188	5
ILN	717569	06 SLEEVE,HYD CHUCK KENNAMETAL #75HC040M	4
ILN	717572	SLEEVE,HYD CHUCK KENNAMETAL #75HC060M	1
ILN	717580	MILL, CHAMFER KENNAMETAL #5488471 KCPM15	16
ILN	717588	SLEEVE, MILLING CHUCK KENN #75SMC0250	5
ILN	717590	MILL, SHELL,KENN #M1D200E1405S075L157	1
ILN	717593	TOOL, CHAMFER(NIAGARA) EDP 76601 4FSE90	1
ILN	717599	HOLDER, TOOL BT30 ER25 #483-425 (2SQ)	4
ILN	717600	PULLSTUD, ROBODRILL PS585 45#07801 (2SQ)	2
ILN	717603	KNOB,RETENTION NV000253607A(GX510 CAT40)	19
ILN	717614	ENDMILL, .200" DIA KENNAMETAL #5488471	15
ILN	717615	Plug,Breech45/70 Gallery No-Go A-5619-03	3
ILN	717617	CUTTER, T-SLOT KENNAMETAL#5491502 KCPM15	20
ILN	717618	ENDMILL,BALLNOSE.125 KENNAMETAL#5824506	39
ILN	717620	HOLDER,TOOL V-FLANGE KENN #CV40SA125400	2
ILN	717623	ROLL, MARKING INSCRIPTION B-4641	2
ILN	717624	ROLL DIE, MARK INSCRIPTION B-6781	3
ILN	717625	ROLL, MARKING INSCRIPTION B-6995	1
ILN	717626	ROLL DIE, MARK INSCRIPTION B-7292	3
ILN	717627	ROLL DIE, MARK INSCRIPTION B-6888	1
ILN	717629	ROLL DIE, MARK INSCRIPTION B-7096	3
ILN	717630	06 ROLL DIE, MARK INSCRIPTION B-7547 OBS	1
ILN	717631	06 ROLL DIE, MARK INSCRIPTION B-7572 OBS	2
ILN	717632	SANDING SLAVE,M/60 TRIGGER GUARD C-3434	7
ILN	717633	SANDING SLAVE,M/900 MAG BOX C-3688	9
ILN	717634	SANDING SLAVE,M/900 TRIGGER GUARD B-5413	3
ILN	717635	REAMER, STEP KENNAMETAL #5496822	18
ILN	717638	HOLDER, KENNAMETAL CV40BER32275 #1261619	1
ILN	717639	06 DRILL,FLAT BTM B707A09525FBG #3505140	50
ILN	717641	BIT,HEX SOCKET 7/32" 1/4 SQ DR #54075A48	7
ILN	717643	HOLDER,TOOL CAT40 -.437-4 PRECISION COMP	4
ILN	717644	ENDMILL,BALLNOSE KENNAMETAL BNEC500S4200	115
ILN	717646	HOLDER, HYD KENN MM6805779	4
ILN	717647	COLLET, KENNAMETAL 20HCM0250 #1093567	5
ILN	717665	SLEEVE, KENNAMETAL 75SMC0625 #3101079	4
ILN	717666	HOLDER,CV40BTGF050250 KENNAMETAL#2987290	4
ILN	717667	Router Bit, MAR FE FADAL, A-1138 (R)	13
ILN	717668	ENDMILL,1/2" W/C RAD KENNAMETAL 5491429	287

ILN	717669	INSERT, KENNAMETAL EP1004EHD KCPK30	45
ILN	717670	MILL, KENNAMETAL #M1D100E1003W075L125	2
ILN	717671	ENDMILL,5/8" W/C RAD KENNAMETAL 5434381	18
ILN	717673	HOLDER,KENNAMETAL CV40BHC14M400 #6793965	2
ILN	717679	SLEEVE,HYD CHUCK KENNAMETAL #12HC0812	3
ILN	717681	CUTTER, T KENNAMETAL#5147281 KC633M	4
ILN	717689	COLLET, KENNAMETAL 16ERTC8 #1026400	2
ILN	717690	COLLET, KENNAMETAL 25ERTC12 #1026444	5
ILN	717691	COLLET, KENNAMETAL 16ER035M #1108458	2
ILN	717692	EXTENSION, COLLET SANDVIK ER16 (#5HNG9)	5
ILN	717696	COLLET,#8TAP KENNAMETAL 25ERTC8 10126432	2
ILN	717698	COLLET, STEEL #A3000 1-1/32 25 DEGREE	2
ILN	717699	06 COLLET, STEEL #A3000 13/16 25 DEGREE	2
ILN	717700	COLLET, STEEL #A3000 15/16 25 DEGREE	1
ILN	717707	ROUGHER, KENN HPRST500S4125 #3331486	8
ILN	717718	06 ENDMILL, .200" DIA KENNAMETAL #5540252	2
ILN	717719	25deg non polited countersink #5540253	8
ILN	717720	30deg Non polited countersink #5540254	25
ILN	717721	38deg. non polited countersink #5540255	8
ILN	717722	45deg. non piolited countersink #5540256	6
ILN	717725	DRILL,SC KENNAMETAL B042A01600CPG(1.6MM)	20
ILN	717733	ENDMILL, KENNAMETAL HPHV KCPM15 #5532805	44
ILN	717734	ENDMILL, KENNAMETAL HPHV KCPM15 #5532806	18
ILN	717735	ENDMILL,KENNAMETALHPHV KCPM15#5532807	12
ILN	717737	DRILL,KENNAMETAL B041A06500CPG KC7325	23
ILN	717749	ENDMILL, KENNAMETAL SPATZM #5539613	25
ILN	717750	06 WRENCH, ISCAR EDG-33A MSC #52706660	1
ILN	717752	COLLET, KENNAMETAL 25ER020M 2mm #1125486	3
ILN	717755	BUSHING, DRIVE B-7057	18
ILN	717770	BUSHING, DRILL PRESS FIT .1556 P-20-8U	4
ILN	717772	PUNCH, RIVET MARLIN A-6712	4
ILN	717783	ENDMILL,KENNAMETAL HPHV375S4150 #4071892	21
ILN	717796	ADAPTER,ENDMILL KENNAMETAL CV40EM050262	5
ILN	717805	DRILL,SC KENNAMETAL4150216 B041A05400CPG	13
ILN	717806	DRILL,SC KENNAMETAL4150202 B041A04500CPG	10
ILN	717807	DRILL,SC KENNAMETAL4150665 B042A04852CPG	38
ILN	717808	DRILL,SC KENN MM4151811 B042A02870CPG	10
ILN	717809	DRILL,SC KENNAMETAL4149632 B053A05410CPG	20
ILN	717814	CUTTER, T KENNAMETAL#5544238 5/8 SPECIAL	8
ILN	717819	ENDMILL,HARVI KENN HPHV625S4213 #4067265	14
ILN	717820	DRILL,SC KENNAMETAL 5553541 .0738 KC7325	71
ILN	717821	CUTTER, T KENNAMETAL#5501487 KCPM15	48
ILN	717830	DRILL, STEP KENNAMETAL #5552190 KC7315	51

ILN	717831	DRILL, STEP KENNAMETAL #5554796 KCPK15	70
ILN	717839	ENDMILL, KENNAMETAL SPATZM #5550308	13
ILN	717863	COLLET, KENNAMETAL 25ER0625 #1729902	2
ILN	717864	COLLET, KENNAMETAL 25ER0562 #1950131	2
ILN	717868	KNOB, RETENTION MORI SEIKI POM40CFMG	7
ILN	717875	ENDMILL, HPHV625S4075 KENNAMETAL 4067236	44
ILN	717876	SLEEVE, KENNAMETAL 75SMC0563 #3101078	6
ILN	717877	DRILL,ROUGHKENNAMETAL B256A13500#2229364	15
ILN	717878	DRILL,ROUGHKENNAMETAL B256A11000#2229365	20
ILN	717880	DRILL,STEP KENNAMETAL 2003988153#5426091	11
ILN	717881	HOLDER, KENNAMETAL CV40TG075275 #1025799	4
ILN	717882	COLLET, (2X)KENNAMETAL 75TG160M #1014629	3
ILN	717883	DRILL,STEP KENNAMETAL 2003988135#5427334	16
ILN	717884	HOLDER, KENNAMETAL CV40EM075375 #1025944	2
ILN	717885	ENDMILL,HPRST625S6125 KENNAMETAL 3331489	9
ILN	717886	DRILL, KENNAMETAL B225A07938HP#4112642	37
ILN	717887	HOLDER, KENNAMETAL MM6790855	5
ILN	717888	ENDMILL, KENNAMETAL 4071919	17
ILN	717889	DRILL, KENNAMETAL B225A04500HP#4112597	76
ILN	717890	HOLDER, KENNAMETAL CV40BTG500300#4135683	3
ILN	717891	COLLET, KENNAMETAL 50TG060M #1105133	2
ILN	717892	COLLET,TAP KENNAMETAL 50TGST12 #1017016	2
ILN	717893	DRILL, KENNAMETAL B269A06500HP#4169261	17
ILN	717904	ENDMILL, ROUGH 1/2" KENNAMETAL #5563673	70
ILN	717905	ADAPTER, ENDMILL 5/8 KENN CV40ZEM062175	3
ILN	717913	HOLDER,TOOL KENN CV40SMC075138 #3641492	1
ILN	717914	SCREW, TORX PLUS KENNAMETAL MS2167	10
ILN	717915	MILL, BODY RODEKA,KENNAMETAL #4178124	2
ILN	717917	ENDMILL, HARVI HPHV188S4031 #4047702	8
ILN	717918	COLLET, KENNAMETAL 75SMC0188 #3101073	3
ILN	717919	DRILL,SC KENNAMETAL4150184 B041A03500CPG	14
ILN	717920	DRILL,SC KENNAMETAL#4112640 B225A07800HP	31
ILN	717921	HOLDER, KENNAMETAL MM6805775	4
ILN	717922	DRILL,STEP KENNAMETAL 112768482J3VH	30
ILN	717924	COUNTERBORE, 30-30 KENNAMETAL #5566637	3
ILN	717925	COUNTERBORE, 308 KENNAMETAL #5565604	118
ILN	717926	COUNTERBORE, .357 KENNAMETAL #5565021	62
ILN	717927	COUNTERBORE, .410 KENNAMETAL #5565020	59
ILN	717928	ZC COUNTERBORE, .44mag KENNAMETAL #556	24
ILN	717929	COUNTERBORE, 45-70 KENNAMETAL #5564989	7
ILN	717930	COUNTERBORE, 35REM KENNAMETAL #5565023	54
ILN	717931	COUNTERBORE, 39A KENNAMETAL #5565549	78
ILN	717932	06 COUNTERBORE, 45LTD KENNAMETAL #5565024	56

ILN	717933	COUNTERBORE, .338 KENNAMETAL #5565022	68
ILN	717944	ENDMILL, .205" DIA KENNAMETAL #5378393	2
ILN	717949	PUNCH, RIVETING MARLIN A-8071	4
ILN	717951	06 COLLET,3/4"KENNAMETAL75TG07501014030 OBS 06 TOOL,CHAMFER KENN KSEM0625R1SS075F45	3
ILN	717952	OBS	4
ILN	717953	06 ENDMILL,KENNAMETALMDRHEC500S4100 OBS	30
ILN	717954	ENDMILL, HPHV500S4100 KENNAMETAL 4071908	15
ILN	717956	BUSHING,C STYLE TOOL HOLDER #GLO-8613C	3
ILN	717957	ROLL MARK M/1895CB BARREL, B-67960	3
ILN	717964	COLLET/SLEEVE,#3026451 KENN 12MHC040M	2
ILN	717965	COLLET/SLEEVE,#3101074 KENNAMETAL	5
ILN	717966	ENDMILL, KENNAMETAL #4047693 / KCPM15	3
ILN	717967	COLLET/SLEEVE,#1013834 KENNAMETAL	4
ILN	717968	06 ENDMILL, KENN. #4047746 / KCPM15 (5/16)	64
ILN	717969	ENDMILL, KENN. #4067306 / KCPM15 (1")	27
ILN	717970	DRILL, .138 KENNAMETAL #2985272 KC7315	7
ILN	717971	HOLDER, KEN. MM5631955	3
ILN	717972	TAP, 8-32 KENNAMETAL# 4117167 KP6525	16
ILN	717973	HOLDER, KENNAMETAL#1901046 CV40BER16500	5
ILN	717974	T-CUTTER,(LOADING SPRING SLOT 5427250	14
ILN	717975	ENDMILL, KENAMETAL #4071884 KCPM15	12
ILN	717976	DRILL,STEP (TANG) KENAMETAL #5425635	47
ILN	717978	COLLET, KENAMETAL # 1092708	3
ILN	717979	ENDMILL, (CART.SLOT)KEN.#4047754	36
ILN	717980	CUTTER,DOVETAIL KENNAMETAL #5493734	9
ILN	717981	ENDMILL, KENNAMETAL #5424861(BOLT STOP)	10
ILN	717982	CUTTER-T, .090 KENNAMETAL #5426833	19
ILN	717983	CUTTER-T, .625 KENNAMETAL # 5424978	10
ILN	717984	ENDMILL,KENNAMETAL4048717 UCDE 5/16 5 FL	4
ILN	717985	CUTTER-T, DOUB.45 CHAMF.KEN.# 5544422	11
ILN	717986	ENDMILL,HARVI KENNAMETAL #4047725 KCOM15	13
ILN	717987	MILL,DOVETAIL KEN.#5543908 (CUSTOM)	54
ILN	717989	06 INSERT,SCREW-ON,END MILL KEN.#1023679	50
ILN	717990	06 DRILL,SC KEN.#4151118 (3XD COOLANT)	50
ILN	717992	DRILL, STEP KEN.#5543744 (CUSTOM)	38
ILN	718010	COLLET, 40ER0875 KENNA.#1950206	4
ILN	718011	COLLET, CV40BER40300 KENNA.#2249704	3
ILN	718012	COLLET, 32ER0562 KENNA.#1950155 9/16	3
ILN	718013	COLLET, 40ER1000 KENNA.#1729940	4
ILN	718014	COLLET, 40ER0750 KENNAMETAL #1729939	4
ILN	718024	DRILL,CORE 45 COLT KEN.#5576922	31
ILN	718025	DRILL,CORE 45-70 KEN.#5576899	169

ILN	718026	DRILL,CORE 35 REM KEN.#5576920	57
ILN	718027	DRILL,CORE 30-30 KEN.#5576921	86
ILN	718028	DRILL,CORE 357 MAG KEN.#5576925	3
ILN	718029	DRILL,CORE 308 MAG KEN.#5576923	74
ILN	718030	DRILL,CORE 444 MARLIN KEN.#5576928	65
ILN	718031	DRILL,CORE .338 KEN.#5580728 DWG60192213	68
ILN	718032	DRILL,CORE .410 CAL KEN.#5576924	73
ILN	718033	REAMER,CHAMBER,FINISH .410 KEN.#5576926	43
ILN	718034	06 REAMER,CHAMBER,ROUGH .410 KEN.#5576929	32
ILN	718035	DRILL,B042A07938CPG (.3125) KEN.#4150710	11
ILN	718043	DRILL, KENN KSEM0634R10SS075#1729875	4
ILN	718044	BLADE, DRILLKENN KSEM1600PCM#2646081 OBS	99
ILN	718045	BLADE, DRILL KENN KSEM1650HPGM #2499757	300
ILN	718050	HOLDER, ENDMILL CAT40 KENN-TL#5583911	5
ILN	718051	SLEEVE, HYD KENNAMETAL #12HC0688#1093530	7
ILN	718058	ADAPTER,ENDMILL KENNAMETAL CV40EM075575	2
ILN	718059	HOLDER, KENNAMETAL#2249703 CV40BER25600	3
ILN	718060	COLLET CLOSER, LEXAIR 16C #65204	1
ILN	718064	COLLET, KENNAMETAL 20HCM0375 #1093569	3
ILN	718070	ROLL DIE, MARK INSCRIPTION B-5406	4
ILN	718073	DRILL,CORE 44 MAG KENNAMETAL#5586202 OBS	25
ILN	718083	ROLL DIE, MARK INSCRIPTION B-6775	3
ILN	718093	DRILL,SC KENNAMETAL 5590913 .679 KCPK15	258
ILN	718094	ENDMILL, SC FORM .354 KENNAMETAL#5601573	86
ILN	718102	MILL, DRILL 45 DEGREE GARR #58267	12
ILN	718104	WRENCH, ROUND KENNAMETAL TG50 #1273814	3
ILN	718105	WRENCH, ROUND KENNAMETAL TG75 #119229	2
ILN	718106	WRENCH, ROUND KENNAMETAL TG100 #1192230	2
ILN	718107	WRENCH, 30MM A/F KENN TG50 184 #1284014	3
ILN	718108	WRENCH, OPEN END KENNAMETAL TG75 #102605	3
ILN	718109	WRENCH, OPEN END KENNAMETAL TG100#102607	1
ILN	718110	WRENCH, INSERT KENNAMETAL NG6 #1124601	2
ILN	718111	REAMER, ROUGH CHAMBER 35REM KENN#5487254	51
ILN	718112	REAMER,FINISH CHAMBER 35REM KENN#5486664	25
ILN	718113	RING,DRIVE KENNAMETAL KAP2251254#1247663	2
ILN	718115	SLOTTER, KENNAMETAL KVNS05118OD#1247742	2
ILN	718122	TAP,13/16-20 W/WELDON KENNAMETAL#5608226	49
ILN	718123	REAMER, ROUGH CHAMBER 308 KENN#5487368	39
ILN	718124	REAMER,FINISH CHAMBER 308 KENN#5487370	35
ILN	718125	REAMER, ROUGH CHAMBER 338 KENN#5487376	36
ILN	718126	REAMER,FINISH CHAMBER 338 KENN#5487378	36
ILN	718127	REAMER, ROUGH CHAMBER 444 KENN#5487360	29
ILN	718128	REAMER,FINISH CHAMBER 444 KENN#5487362	13

ILN	718130	REAMER,FINISH CHAMBER 45COLTKENN#5487364	7
ILN	718131	REAMER, CHAMBER 39A KENNAMETAL#5486668	68
ILN	718132	REAMER, ROUGH CHAMBER 32H&R KENN#5487372	24
ILN	718133	REAMER,FINISH CHAMBER 32H&R KENN#5487374	18
ILN	718135	ENDMILL,KENNAMETAL HPHV500S4063 #4071900	11
ILN	718136	DRILL,SC KENNAMETAL#4111743 B221A04090HP	28
ILN	718140	MASKING, MARLIN RECEIVER (J.J.SHORT)	171
ILN	718141	TOOL, CUSTOM FORM KENNAMETAL#5533987	89
ILN	718142	Bushing, Driven, 336 Barrel B-4131-B	20
ILN	718146	CUTTER, T-SLOT KENNAMETAL#5597621	25
ILN	718147	CUTTER, SADDLE KENNAMETAL#5593509	49
ILN	718150	CUTTER,T LH SC KENNAMETAL#5506590 KCPM15	25
ILN	718151	TOOL,FORM SC KENNAMETAL#5474612 KCPM15	80
ILN	718152	DRILL, STEP KENNAMETAL #5557085 KCPK15	9
ILN	718154	ENDMILL, 8MM KENNAMETAL #1722853	25
ILN	718155	CUTTER ,CHAMFER KENNAMETAL #1023610	2
ILN	718156	INSERT, KENNAMETAL TPMT110204LF #1845219	25
ILN	718157	TAP,8-32 KENNAMETAL# T820NC#08-32RH3-XL6	42
ILN	718451	TOOL, CROWNING 30-30 KENNAMETAL#5632923	34
ILN	718452	TOOL, CROWNING 45-70 KENNAMETAL#5632924	34
ILN	718459	ASSEMBLY, REPLACEMENT HEAD Q13-050-RP1	4
ILN	718460	COLLET,TAP ER25 #10 KENNAMETAL#25ERTCT10	4
ILN	718461	MILL, SHELL,KENNAMETAL#5302956	3
ILN	718462	INSERT,KENNAMETAL#5172843 RPPT43SGE	70
ILN	718493	TOOL, CROWNING 44MAG KENNAMETAL#5632925	34
ILN	718494	TOOL, CROWNING .357 KENNAMETAL#5632926	35
ILN	718563	QSTAP 6-48NS 3FL KENNAMETAL#2004323005	101
ILN	718564	CUTTER, T KENNAMETAL#5640819	25
ILN	718566	DRILL,SC KENNAMETAL4150226 B041A06000CPG	50
ILN	718573	INSERT,KENNAMETAL NR3062RKKC5010#4175959	10
ILN	718577	COLLET, KENNAMETAL 100TGCHP180M	5
ILN	718623	TOOL,FORM SC KENNAMETAL#5583667 KCPM15	14
ILN	718633	STUD, K20 ZERO POINT 303149	11
ILN	718634	STUD, K20 TIMING 303156	17
ILN	718635	SCREW, ZPS K20 ENGAGEMENT 303222	6
ILN	718653	BUSHING, SLOTTED LOCATOR CL-4-SLLB	4
ILN	718654	BUSHING, LINER CARR-LANE L-28-6	4
ILN	718667	COLLET, KENNAMETAL 50TG080M 8MM	2
ILN	718668	SLEEVE,HYD CHUCK KENNAMETAL #75HC030M	2
ILN	718669	BODY, DRILL KENNAMETAL KSEM1125R7SS125	1
ILN	718705	ROLL, MARKING MARLIN 410 B-7149	3
ILN	718706	ROLL, MARKING MARLIN 410XLR B-7487	4
ILN	718708	MILL, CHAMFER KENN#1023681 KIPR046SD2660	2

ILN	718709	INSERT, KENNAMETAL SDEB26151 #2210029	25
ILN	718710	HOLDER,INSERT KENN#3742558 M1D125E1005W*	3
ILN	718716	DRILL,CORE ST PILOT 32 H&R KEN.#5613470	15
ILN	718718	MILL,SHELL,KENN 1024994 KSSISR200SD430F3	2
ILN	718719	INSERT, KENN#2458914 SDET434SNGB2 .063R	40
ILN	718720	SCREW,TORX .2109-28x.283 410165 408723	6,141.00
ILN	718775	ENDMILL,BALL KENN UEBD0125J3A #4169662	2
ILN	718776	CENTER,DEAD3MTW/CARBIDE TIP #93534 71034	3
ILN	718815	PLUG, HEAD SPACEING "NO GO" A-4428-1G	2
ILN	718816	PLUG, HEAD SPACEING "GO" A-4428-2A	4
ILN	718817	PLUG, HEAD SPACEING "NO GO" A-4428-3A	4
ILN	718821	CHUCK, HYD MM6805773	4
ILN	718822	HOLDER,CV40 .750 DIA FASTENAL SKU3376621	3
ILN	718843	HOLDER, CAT40 1.25D ERICKSON SKU1261617	4
ILN	718855	DUMMY ROUNDS, MARLIN 308 (GLENCO)	2
ILN	719480	BUSHING, MARLIN GUNDRILL,39A, C-68696-A	7
ILN	719481	BUSHING, MARLIN GUNDRILL,32-20,C-68696-C	8
ILN	719488	BUSHING, MARLIN GUNDRILL, 444, C-68696-H	4
ILN	719489	BUSHING, MARLIN GUNDRILL, 410, C-68696-F	4
ILN	719510	BARREL BROACH SAFETY, B-6420-3	2
ILN	719559	BROACH HEAD PULL JAWS	4
ILN	719568	TOOL, CARBIDE, 1/4" DIA. 6077949	155
ILN	719569	1894 COWBOY 44 MAG ROLL MARK	3
ILN	719584	1/2 5F CONCAVE .75RAD W/WELDON	42
ILN	719586	BROACH RIFLE PULL HEAD JAWS D-3004-1	8
ILN	719587	ENDMILL,.625" .750" LOCZ4	200
ILN	719588	HARVI EM 5/16 X 5/16 X 1/2 X 2 4047737	5
ILN	719589	ENDMILL, SC FORM CUTTER	12
ILN	719605	ENDMILL,FORM,5FL	6
ILN	719607	ENDMILL,FORM,5FL,RH	4
ILN	719613	NIAGARA CUSTOM POWER MILL C-2464	1
ILN	719659	DRILL, B042A03200CPG KC7325, P/N4150636	60
ILN	719670	TAP, .210-28 2B RHS/RHC, 3FL 6128084	94
ILN	719688	CENTER, #3MT (10832) 01028356 B-77573	2
ILN	719689	CENTER, LIVE, #4MT QUAD-BEARING (10664)	2
ILN	719690	DRILL, .1339" SC, B053A03400CPG KC7325	58
ILN	719691	DRILL, .1614" SC, B053A04100CPG KC7325	21
ILN	719695	06 DROP PLUG, 45 COLT, C-69823-C	3
ILN	719696	DROP PLUG, 308 MARLIN EXPRESS, C-69823-L	2
ILN	719697	DROP PLUG, 357 MAG., C-69823-E	2
ILN	719698	DROP PLUG, 45-70 GOVT., C-69823-A	1
ILN	719699	DROP PLUG, 338 MARLIN EXPRESS, C-69823-H	2
ILN	719700	DROP PLUG, 410, C-69823-B	2

ILN	719701	DROP PLUG, 444 MARLIN, C-69823-G	2
ILN	719702	DROP PLUG, 30-30 WIN, C-69823-K	2
ILN	719703	DROP PLUG, 35 REM, C-69823-J	2
ILN	719704	DROP PLUG, 22, C-69823-M	2
ILN	719705	DROP PLUG, 32-20 WIN, C-69823-F	2
ILN	719706	DROP PLUG, 44 MAG, C-69823-D	2
ILN	719707	ROLLMARK, 1895 GSBL, 45-70 GOVT.	4
ILN	719708	CUTTER, CONVEX, SETS OF 2, B-1058-3	4
ILN	719713	STAMP, B-69857-A	1
ILN	719714	STAMP, B-69857-B	2
ILN	719715	STAMP, B-69857-C	2
ILN	719718	COLLET, REDUCER, .500 TO .375 1606049	5
ILN	719719	COLLET, REDUCER, .750 TO .500 1093268	6
ILN	719720	ENDMILL, .500 DIA, CSENDMILL-6182171	54
ILN	719721	REDUCER, 20MM/16MM, 20MHC160M	5
ILN	719723	DRILL, 2.4MM/.0945.5XD SC 4149154	20
ILN	719724	COUNTERBORE, PILOTED, .17WSM 6167923	3
ILN	719725	REAMER, FINISH, .17WSM SC CHMBR 6167356	7
ILN	719727	REAMER, ROUGH, .17WSM SC CHMBR 6167924	7
ILN	719730	ENDMILL, 8MMX19MM HARVI, UCDE0800A5ARA	39
ILN	719731	ENDMILL, FORM, 4FL, 60658219,6193227	24
ILN	719734	STAMP, PROOF, (REP) FOR OCTAGON BBL	3
ILN	719740	REAMER, BORE, MARLIN 357, C-69842-E	20
ILN	719741	REAMER, BORE, MARLIN 410, C-69842-J	14
ILN	719742	REAMER, BORE, MARLIN 45 COLT, C-69842-N	6
ILN	719743	REAMER, BORE, MARLIN 35 CAL, C-69842-F	6
ILN	719744	REAMER, BORE, MARLIN 444, C-69842-M	9
ILN	719745	REAMER, BORE, MARLIN 45-70, C-69842-P	48
ILN	719746	REAMER, BORE, MARLIN 30-30SS, C-69842-Q	2
ILN	719747	REAMER, BORE, MARLIN 22, C-69842-A	15
ILN	719748	REAMER, BORE, MARLIN 338, C-69842-D	15
ILN	719749	REAMER, BORE, MARLIN 308 WIN, C-69842-R	11
ILN	719750	REAMER, BORE, MARLIN 32 MAG, C-69842-C	16
ILN	719756	LOCATOR, SQUARE THREAD BLADE, 28787TC-01	1
ILN	719757	ENDMILL, 11.5MM DIA X .500 SHANK	27
ILN	719758	COLLET, REDUCER, 1.25 TO .875 12HC0875	4
ILN	719759	ENDMILL, .500, CSENDMILL-6201028 KCPM15	46
ILN	719765	308MX BUT-END LOCATOR BLADE	2
ILN	719766	WORK SUPPORT, VEKTEK 10-0715-06	3
ILN	719767	DRILL, 4.062MM SC, KC7325 6220343	10
ILN	719803	GAUGE PLUG,1894-45 COLT, NO-GO HEADING	8
ILN	719804	GAUGE PLUG,1894-45 COLT, GO HEADING	7
ILN	719808	SLEEVE, REDUCER, .75 TO .25	2

ILN	719809	TAP, #8-40 UNS-2B RH 3FL, SEMI BOTTOMING	80
ILN	719833	ENDMILL, 8MM 4FL HARVI P/N4046269	11
ILN	719834	ENDMILL, .500, SCENDMILL-6234830	28
ILN	719835	CHUCK, HYDRAULIC, CV40 HC INCH, 1605101	4
ILN	719900	SHAVE TOOL, C-70052	43
ILN	719923	HARVI ENDMILL, .375X.375X.5X.2 4047752	42
ILN	719924	HARVI ENDMILL, .219" DIA. 6282697	3
ILN	719926	TAP, 8-32, KENNAMETAL	36
ILN	719933	ENDMILL, 5F FORM, 1X1/4X1.144X4.1/2	2
ILN	719935	REDUCER COLLET, 1-1/4 TO 1/2, 12HC0500	1
ILN	719936	REDUCER COLLET, 1/14 TO 5/8, 12HC0625	1
ILN	719938	PIN RETRACT BAR	2
ILN	719939	RETRACT BALL	2
ILN	719946	TOOL HOLDER, KENNAMETAL TOP NOTCH	2
ILN	719966	FORM TAP, #6-48, 2B HSS RH UNCTD 6MM SHK	95
ILN	719968	ROLLMARK, 45 COLT, OCTAGON BBL	2
ILN	719969	ROLLMARK, 357 MAG, OCTAGON BBL	1
ILN	719970	ROLLMARK, 44 REM MAG, OCTAGON BBL	1
ILN	719973	ROLLMARK, 45 COLT, ROUND BBL	1
ILN	719974	DRILL, 3.6MM SC, B053A03600CPG	35
ILN	719988	SADDLE GRIPPER, .44 MAG	5
ILN	719989	SADDLE GRIPPER, .357	4
ILN	719991	ENDMILL, 3/16", GARR SERIES 246 MA 51117	20
ILN	719992	ENDMILL, 1", 5F, SC FORM, .656 R 6308377	106
ILN	719995	ENDMILL, 16MM, CSENDMILL-6326909 KCPM15	4
ILN	719996	ENDMILL, 16MM, CSENDMILL-6326910 KCPM15	25
ILN	719997	OP10 PISTOL GRIP FINGER LEVER FIXTURE	4
ILN	719998	DRILL, .2126, WITH BACK CHAMFER, KC7315	16
ILN	720000	FIXTURE, MAG TUBE ASSY. GUIDE	28
ILN	720001	FIXTURE, OP10, 1895 FINGER LEVER	4
ILN	720005	REAMER SHANK, MARLIN 45-70, C-54532-K	14
ILN	720008	ENDMILL, HARVI, 16MMX32MM 4046393	1
ILN	720011	T-SLOT CUTTER, .360	1
ILN	720012	REAMER, BUTTON BORE, CARBON, MARLIN 336	33
ILN	720023	REAMER, BUTTON BORE, STAINLESS, 336 MARL	28
ILN	720024	REAMER, SHANK, 35 REM, 357 MAG, MAR.336	20
ILN	720025	REAMER SHANK, MARLIN 22 CAL C-54532-G	20
ILN	720027	REAMER, SHANK, 30-30, 338, MARLIN 336	40
ILN	720028	DRILL, .254 SC KU, 6.452MM KC7325	30
ILN	720053	DRILL GUIDE, MARLIN 45LC, B-3527-9	8
ILN	720054	ENDMILL, 3/4", 4FL GP BN, 5824554	2
ILN	720063	BUTTON, MARLIN 30-30, PLCC7870	6
ILN	720064	BUTTON, MARLIN 30-30, PLCC7868	9

ILN	720065	BUTTON, MARLIN 30-30, PLCC7869	13
ILN	720068	ENDMILL, 3/4" 4FL GP BN, P/N: 5824554	40
ILN	720077	ENDMILL, KENNAMETAL 5824403	28
ILN	720078	ENDMILL, KENNAMETAL 6086340	12
ILN	720098	GODRILL, .213 (5.41MM) B041A05410CPG	8
ILN	720105	TAP, .157-40	129
ILN	720106	ENDMILL, 1/2", 4FLT BALL 5824535	3
ILN	720123	ROLLMARK, 336 TDL, B-71566	2
ILN	720131	ROLLMARK, 1894 SBL - 44 REM MAG, B-71556	5
ILN	720149	DRILL, SPECIAL STEP, MARLIN A-70303	23
ILN	720178	HOLDER, BIT, KENNAMETAL	1
ILN	720283	REAMER, C-69842-B MARLIN 30-30 CARBON BO	3
ILN	720371	BURR, 10mm CYLINDER RUBBER ROTARY TOOL	10
ILN	720473	BURR, 10mm BULLET RUBBER ROTARY TOOL	15
ILN	720490	Jaw Bottom, Carrier 1894 fixture det. 23	1
ILN	720491	Locator Pin, Carrier fixture, det 26	1
ILN	720492	Locator, Carrier fixture, det 24	1
ILN	722937	CLAMP ARM, D-70904-20	1
ILN	723128	CLAMP ARM, C-68501-38, OP 50	1
ILN	723129	CLAMP ARM, C-68501-26, OP 50	1
ILN	723131	Belt, Abrasive 6 x 186, 400 grit	130
ILN	723133	Jaw Top, Carrier 1894 fixture det. 22	1
ILN	723134	Gripper, opposing end, carrier444 det 29	1
ILN	723135	Gripper, opposing sadd carrier357 det 33	2
ILN	723148	CLAMP ARM, D-70904-19	1
ILN	723149	CLAMP, ROEMHELD COMPACT 1802-101	1
ILN	723150	LOCATOR, D-70904-16 OP60	1
ILN	723208	DRILL, STEP, .215, GUHRING 7/32 B-77500	24
ILN	723213	Belt, Abrasive 6 x 186, 220 grit 276804	100
ILN	723217	JAW, TOP, 4.875, CARRIER FIXTURE DET 16	1
ILN	723218	JAW, BOTTOM, 4.875, CARRIER FIXTU DET 17	1
ILN	723219	JAW, TOP, 444, CARRIER FIXTURE DET 18	1
ILN	723220	JAW, BOTTOM, 444, CARRIER FIXTURE DET 19	1
ILN	723221	JAW, TOP, .357, CARRIER FIXTURE DET 20	1
ILN	723222	JAW, BOTTOM, .357, CARRIER FIXTU DET 21	1
ILN	723323	PLUG, HOLDING SPIN POLISH, C-55644-T	2
ILN	723326	Reamer, Finish Chamber, 44 Rem Mag	27
ILN	723435	REAMER,.079/.0792 CARBIDE, 3MM SHANK 3/4	5
ILN	723459	TORQUE SCREW DRIVER, 20 TO 100 IN. OZ.	2
ILN	723483	Torque Screw Driver - 3 to 15 in-lb	3
ILN	723514	ENDMILL, BALL .500d x 300 x 3/16, RE SHK	5
ILN	723523	CHUCK, HYDRAULIC EXPANSION 12 BTB	1
ILN	723524	CHUCK, HYDRAULIC 1/2 BT40	1

ILN	723526	CLAMP, LH VEKTEK 15-0605-00-L DA SWING	1
ILN	723546	ENDMILL 5/16 .015CR GORILLA MILL	51
ILN	723547	ENDMILL 5/8" .030CR GORILLA MILL	41
ILN	723563	CLAMP, ROEMHELD COMPACT 1803-101	1
ILN	723564	EFFECTOR, 1894 BREECH BOLT D-67172-19	8
ILN	723565	EFFECTOR, 1894 BREECH BOLT D-67172-09	8
ILN	723566	CLAMP, D-68493-26 No Inspection	2
ILN	723567	ENDMILL, 5/16" DIA. 4 FLUTE .015 RADIUS	78
ILN	723583	Removable Drill Bushing #SF328.2130 #3	4
ILN	723590	TOOLHOLDER, BT30HCT20100M, BT30	2
ILN	723591	SLEEVE, 20HCM0312 20MM-5/16	2
ILN	723603	14MM, DRILL SC 5XD KC7325 KENNA 4150787	59
ILN	723606	TAP, 8-40 UNS H2 2FLT PLUG (REGAL)	24
ILN	723624	TAP, 6-48 FORM 2B 4L HSS 6MM SHK TIN	31
ILN	723683	DRILL, 2.235MM/.088 6637326 STEP	34
ILN	723684	ENDMILL 1" 6FLT MKTGBA NYS TOOL	23
ILN	723685	SLEEVE, HYRAULIC 1.25-18MM 12HC180M	4
ILN	723686	REAMER, BORE, MARLIN 45-70 SS, C-69842-U	10
ILN	723703	COUNTERBORE, .444 KENNAMETAL 6710224	7
ILN	723723	FIXTURE, D-73754 LEVER HOLDING	2
ILN	723724	PUNCH, BRASS DRIFT 1/4"	12
ILN	723763	CUTTER, 45 DEGREE CROWN	1
ILN	723764	T-HANDLE, FOR CROWN CUTTER	1
ILN	723783	ENDMILL, KENNA, 1/8" UEDEO125J3AS	24
ILN	723784	CLAMP, ARM C-69965-23, REV B, P16-023	1
ILN	723798	Harvi 1 TE H1TE4RA0500X200HAR030	11
ILN	723813	PULL HEAD JAWS FOR BROACH, D-3004-4	4
ILN	723823	COUNTERBORE, PILOTED 0.4478 BREACH CHAMF	5
ILN	723824	LOCATING PIN, C-69965-18 P16-023	3
ILN	723825	LOCATOR, C-69965-16 P16-023 336	1
ILN	723833	CLAMP, ARM BASE C-69964-44 REV B P16-023	2
ILN	723834	CLAMP, ARM C-69964-46 P16-023	2
ILN	723835	68493-46 CL-1 SRB MODIFICATION	4
ILN	723923	ENDMILL, H1TE4RA0250L075HAR015 6676370 K	1
ILN	723933	ROLL MARK, B-71859 MOD 1894CST CAL .357	2
ILN	723953	TAP, KENNAMETAL MM 6746304 SPCL HSS-E-PM	11
ILN	723954	REAMER, KENNAMETAL MM6746131 .410 CHOKE	8
ILN	724041	Step Drill, A-77557	16
ILN	A717044	REGRIND, DRILL, STEP, B-64144	2
ILN	A717046	REGRIND, DRILL, STEP, B-64203 5048499	30
ILN	A717277	REGRIND, EMILL, 3/4" KENNA 5373782	22
ILN	A717463	717463 (REGRIND) ENDMILL 4048662	15
ILN	A717976	717976 (REGRIND) MARLIN 5425635 KC7425	3

ILN	A719339	REGRIND, FORM, CARB, .235 RAD, 5554793	5
ILN	A719587	719587 (REGRIND) ENDMILL,.625" 6087490	3
ILN	A719996	719996 (REGRIND) ENDMILL	25
ILN	A720054	720054 (REGRIND) ENDMILL, 3/4", 4FL GP	14
ILN	A720078	720078 (REGRIND) ENDMILL 6086340	17
ILN	A720243	720243 (REGRIND) DRILL B966A11500	5
ILN	A723684	723684 (REGRIND)ENDMILL 1" 6FLT MKTGBA	3

Schedule 1.1(c)
Leased FF&E

None.

Schedule 1.1(e)
Assigned Business Contracts

None.

Schedule 1.1(h)
Inventory

Marlin Products Inventory

Product Family	Plant	Part	Desc	QTY*
Marlin	ARM	F406229	TUBE, MAGAZINE CARBON	32
Marlin	ARM	F406266	PIN, FIRING BLANK	10
Marlin	ARM	F406272	FOREARM TIP NO STUD 39A	39
Marlin	ARM	F406439	SPRING, EXTRACTOR, 1894	51
Marlin	ARM	F406445	BULLSEYE	464
Marlin	ARM	F406467	BUTTPLATE	81
Marlin	ARM	F406471	CAP, PISTOL GRIP	72
Marlin	ARM	F406484	PIN, TGP LATCH (SS)	38
Marlin	ARM	F406487	SIGHT, DOVETAIL FIBER OPTIC	100
Marlin	ARM	F406488	PIN, CARRIER ROCKER	176
Marlin	ARM	F406489	SPRING, CARRIER ROCKER	5,810
Marlin	ARM	F406490	PIN, TRIGGER	44
Marlin	ARM	F406491	PIN, TGP LATCH	422
Marlin	ARM	F406492	EXTRACTOR, BLANK	100
Marlin	ARM	F406493	BALL, SAFETY	243
Marlin	ARM	F406494	PIN, REAR FIRING	116
Marlin	ARM	F406498	SPRING, EJECTOR	114
Marlin	ARM	F406499	SPRING, FIRING PIN	150
Marlin	ARM	F406500	SPRING, MAG TUBE FOLLOWER	165
Marlin	ARM	F406501	PIN, HAMMER STRUT	226
Marlin	ARM	F406504	FOLLOWER, MAGAZINE TUBE	97
Marlin	ARM	F406507	FOLLOWER, MAG TUBE	18
Marlin	ARM	F406508	FOLLOWER, MAGAZINE TUBE	47
Marlin	ARM	F406509	SPRING, MAGAZINE TUBE FOLLOWER	123
Marlin	ARM	F406510	SPRING, TRIGGER SAFETY	113
Marlin	ARM	F406511	SPRING, FINGER LEVER PLUNGER	138
Marlin	ARM	F406512	SPRING, MAGAZINE TUBE	21
Marlin	ARM	F406513	SCREW, SAFETY	37
Marlin	ARM	F406514	SPACER, WASHER	296
Marlin	ARM	F406515	SPRING, SAFETY	80
Marlin	ARM	F406520	TRIGGER SPRING 39A/1897	1,349
Marlin	ARM	F406522	TRIGGER PIN 39A/1897	379
Marlin	ARM	F406526	SAFETY PIN 39A/1897	150
Marlin	ARM	F406529	SIGHT, REAR (WILLIAMS)	45
Marlin	ARM	F406531	SWIVEL, STUD ASSEMBLY	32
Marlin	ARM	F406533	PAD, RIFLE	27
Marlin	ARM	F406534	SIGHT, REAR 1894 COMP	375

Marlin	ARM	F406535	SIGHT, FRONT	40
Marlin	ARM	F406536	SIGHT, REAR AND ELEVATOR, HIGH	48
Marlin	ARM	F406537	SPRING, MAG TUBE FOLLOWER	4,537
Marlin	ARM	F406538	PIN, FRONT FIRING	118
Marlin	ARM	F406539	FOLLOWER, MAGAZINE TUBE	96
Marlin	ARM	F406544	PAD, BROWN RECOIL	32
Marlin	ARM	F406545	PAD,BLK RECOIL 17VS,60SS/WT	1
Marlin	ARM	F406547	SCREW, HAMMER SPUR	4,374
Marlin	ARM	F406548	WRENCH, HEX	10,019
Marlin	ARM	F406549	SCREW, PISTOL GRIP CAP	195
Marlin	ARM	F406550	SPRING, HAMMER	139
Marlin	ARM	F406552	PIN, FIRING PIN RETAINING	51
Marlin	ARM	F406553	PIN, TRIGGER SPRING	78
Marlin	ARM	F406556	PIN, EXTRACTOR	89
Marlin	ARM	F406571	LOOP, #105 5 SECURITY	25
Marlin	ARM	F406724	SCOPE, 3-9X32	9
Marlin	ARM	F406934	LEATHER SLING	581
Marlin	ARM	F406980	MAG TUBE STUD SCREW PL	5
Marlin	ARM	F406985	TGP SUPPORT SCREW PL	114
Marlin	ARM	F406987	TGP SCREW PLATED PATCH	131
Marlin	ARM	F406988	FRONT BAND SCREW PL	46
Marlin	ARM	F407003	FRONT BAND SCREW COMPLETE	384
Marlin	ARM	F407004	TGP SUPPORT SCREW	310
Marlin	ARM	F407007	TGP SCREW, BLACK OXIDE, PATCH	233
Marlin	ARM	F407008	39A/1897 CARTRIDGE CUTOFF SCREW COMPLETE	253
Marlin	ARM	F407013	SCREW TANG COMPLETE	64
Marlin	ARM	F407015	308 MX CARRIER	55
Marlin	ARM	F407016	CARRIER COMPLETE	2
Marlin	ARM	F407019	44 CARRIER COMPLETE	36
Marlin	ARM	F407020	357 CARRIER COMPLETE	55
Marlin	ARM	F407042	FINGER LEVER SCREW COMPLETE	164
Marlin	ARM	F407043	MAG TUBE STUD SCREW COMPLETE	180
Marlin	ARM	F407059	SCREW, HAMMER (PLATED) COMPLETE	6
Marlin	ARM	F407277	TANG SCREW PLATED	112
Marlin	ARM	F407288	HAMMER SCREW COMPLETE	135
Marlin	ARM	F407289	FINGER LEVER SCREW - PLATED	36
Marlin	ARM	F407302	CARRIER SCREW COMPLETE	353
Marlin	ARM	F407303	CARRIER SCREW PLATED	176
Marlin	ARM	F407320	MARLIN 336, 444, 1894 & 1895 MANUAL	44
Marlin	ARM	F408342	BASE, ALUMINUM TOP MOUNT MODEL 336 +	11
Marlin	ARM	F410411	SPRING, MARLIN, EXTRACTOR, 1894	7
Marlin	ARM	F410460	FULL-BUCKHORN, LONG BLADE, REAR SIGHTS	23
Marlin	ARM	F413621	HOOD, MARLIN FRONT SIGHT	41

Marlin	ARM	F415054	WILLIAMS FRONT SIGHT BASE	26
Marlin	ARM	F415396	MARLIN PACK BOX	67
Marlin	ARM	F416387	MARLIN REAR BAND SCREW	61
Marlin	ARM	F416405	MARLIN REAR BAND SCREW PLATED	26
Marlin	ARM	F416662	MARLIN PACK BOX-SCOPE	8
Marlin	ARM	F416683	1895, CARRIER ASSB, MARLIN LEVER	15
Marlin	ARM	F416685	336 CARRIER ASSEMBLY	6
Marlin	ARM	F416733	FRONT SIGHT 570H IVORY BEAD	1
Marlin	ARM	F416752	SKINNER FRONT SIGHT	9
Marlin	ARM	F416753	SKINNER FRONT SIGHT SCREW	23
Marlin	ARM	F416754	SKINNER REAR PEEP SIGHT	16
Marlin	ARM	F416755	SCREW, FILLISTER HEAD, 8-40x1/4"	22
Marlin	ARM	F416756	SCREW, FILLISTER HEAD, 8-40x1/8"	23
Marlin	ARM	F416818	SKINNER REAR PEEP SIGHT INSTR & TOOL PCK	23
Marlin	ARM	F416861	THREAD PROTECTOR, LVRACT, 1/2-28	4
Marlin	ARM	F416925	APERTURE ASSB, REAR SIGHT, LEVER ACTION	7
Marlin	ARM	F416928	SCREW, FILLISTER HEAD 6-48, LEVER ACTION	15
Marlin	ARM	F417082	APERTURE ASSB, LVRACT, XS, .191 PEEP	16
Marlin	ARM	F417083	APERTURE ASSB SCREW, LVRACT, XS, 8-40	17
Marlin	ARM	F417087	SCREW, LEVER ACTION, LOADING SPRING, BO	59
Marlin	ARM	F417088	SCREW, LEVER ACTION, LOADING SPRING, EN	102
Marlin	ARM	F417090	SCREW, FOREND TIP TENON, EN	6
Marlin	ARM	F418076	FRONT SIGHT, LVRACT, XS-300	12
Marlin	ARM	F418209	444, CARRIER ASSB, MARLIN LEVER	7
Marlin	ARM	F418310	SCREW, TANG, BLACK OXIDE, TORX	36
Marlin	ARM	F418311	SCREW, HAMMER, BLACK OXIDE, TORX	40
Marlin	ARM	F418312	SCREW, CARRIER, BLACK OXIDE, TORX	38
Marlin	ARM	F418313	SCREW, STUD, MAG TUBE, BLACK OXIDE, TORX	38
Marlin	ARM	F418314	SCREW, FINGER LEVER, BLACK OXIDE, TORX	32
Marlin	ARM	F418315	SCREW, LOADING SPRING, BLACK OXIDE, TORX	32
Marlin	ARM	F418316	SCREW, TENON, FOREARM TIP, BLK OX, TORX	140
Marlin	ARM	F418317	SCREW, TGP, BLACK OXIDE, TORX	37
Marlin	ARM	F418318	SCREW, TGP SUPPORT, BLACK OXIDE, TORX	38
Marlin	ARM	F418588	BLACK PARACORD SLING	3
Marlin	ARM	F419274	PARACORD SLING, BLACK	14
Marlin	ARM	F419510	LOCK, MARLIN	16
Marlin	ILN	F405376	BLANK, STOCK CURLY MAPLE	645
Marlin	ILN	F405383	BLANK, FOREARM CURLY MAPLE	814
Marlin	ILN	F405722	BROWN LAMINATE PANEL 41x10x1.75	467
Marlin	ILN	F406009	FORGING, RECEIVER (SS)	1,296
Marlin	ILN	F406010	FORGING, TGP (SS)	1,669
Marlin	ILN	F406012	FORGING, FINGER LEVER (SS)	2,503
Marlin	ILN	F406017	FORGING, TRIGGER GUARD PLATE	1,621

Marlin	ILN	F406019	FORGING, RECEIVER	5,269
Marlin	ILN	F406022	BAR, 1 1/32 416SS	20,194
Marlin	ILN	F406026	FORGING, FINGER LEVER (SS) TE	1,304
Marlin	ILN	F406028	FORGING, FINGER LEVER	2,735
Marlin	ILN	F406042	FORGING 336/95 BIG LOOP LEVER	2,596
Marlin	ILN	F406049	BLANK, DL FOREARM	458
Marlin	ILN	F406055	FORGING, BIG LOOP FINGER LEVER	679
Marlin	ILN	F406070	BAR, .937 DIA A1S1 414OR Q&T	40,069
Marlin	ILN	F406082	FORGING, FINGER LEVER TEXAS	2,022
Marlin	ILN	F406091	BAR, 1 1/32 DIA. 4140 Q&T	26,658
Marlin	ILN	F406095	LOADING SPRING, BLANK, 1895, 45-70	4,192
Marlin	ILN	F406101	LOADING SPRING, BLANK	4,838
Marlin	ILN	F406104	BAR, .718 DIA 4140	25,099
Marlin	ILN	F406111	BAR, .937 DIA C-1137	3,824
Marlin	ILN	F406148	BAR, 13/16 DIA AISI 1137	6,000
Marlin	ILN	F406156	T.G.P., MARLIN, FORGING, 1894	4,388
Marlin	ILN	F406166	T.G.P., MARLIN, FORGING, 1894, S.S.	2,153
Marlin	ILN	F406174	FORGING, RECEIVER 94	3,639
Marlin	ILN	F406176	FORGING, FINGER LEVER 94	5,919
Marlin	ILN	F406185	BAR, .875 X .875 416SS	6,210
Marlin	ILN	F406194	LOADING SPRING, BLANK, 1894	3,420
Marlin	ILN	F406196	BLANK, 1894DL BUTTSTOCK	156
Marlin	ILN	F406198	FORGING, RECEIVER 94SS	3,228
Marlin	ILN	F406200	BLANK, FOREARM BIRCH	2,472
Marlin	ILN	F406201	BLANK, FOREARM WALNUT	5,598
Marlin	ILN	F406203	BLANK, BUTTSTOCK WALNUT	504
Marlin	ILN	F406204	BLANK, BUTTSTOCK WALNUT CB	2,438
Marlin	ILN	F406215	BLANK, FOREARM TIP	2,009
Marlin	ILN	F406225	PLUNGER, FINGER LEVER	3,343
Marlin	ILN	F406227	BOLT, CAST LOCKING	5,448
Marlin	ILN	F406229	TUBE, MAGAZINE CARBON	3,567
Marlin	ILN	F406231	STUD, MAG TUBE BLANK	4,267
Marlin	ILN	F406234	EXTRUSION, SEAR	206
Marlin	ILN	F406242	LEAF, REAR SIGHT FOLDING	10,277
Marlin	ILN	F406243	EJECTOR, MIM, BLUED	8,786
Marlin	ILN	F406248	CASTING, 336/94 HAMMER	6,733
Marlin	ILN	F406250	SAFETY, PUSH BUTTON	13,353
Marlin	ILN	F406255	EJECTOR, MIM, FOR PLATE	3,364
Marlin	ILN	F406257	BAND, REAR	4,667
Marlin	ILN	F406260	TIP, FOREARM	1,411
Marlin	ILN	F406269	BASE, EJECTOR	163
Marlin	ILN	F406275	LEAF, REAR SIGHT FOLDING	1,047
Marlin	ILN	F406291	LEAF, REAR SIGHT FOLDING	6,016

Marlin	ILN	F406293	EXTRACTOR, BLANK	1,597
Marlin	ILN	F406294	TUBE, MAGAZINE CUTOFF (VENDOR)	4,373
Marlin	ILN	F406296	STUD, MAG TUBE	1,859
Marlin	ILN	F406304	TUBE, MAGAZINE	284
Marlin	ILN	F406308	INSERT, FRONT SIGHT	11,700
Marlin	ILN	F406313	BASE, REAR SIGHT	4,955
Marlin	ILN	F406315	EXTRUSION, FOREARM TIP TENON	1,447
Marlin	ILN	F406320	SPUR, HAMMER BLANK	15,954
Marlin	ILN	F406324	BASE, FRONT RAMP SIGHT	7,002
Marlin	ILN	F406328	BASE, FRONT SIGHT	4,539
Marlin	ILN	F406330	BASE, FRONT SIGHT	2,687
Marlin	ILN	F406332	INSERT, FRONT SIGHT	308
Marlin	ILN	F406347	PLUG, MAG TUBE	2,183
Marlin	ILN	F406360	PIN, FINGER LEVER PLUNGER	56,134
Marlin	ILN	F406362	BLANK, MAZAGINE TUBE PLUG	3,033
Marlin	ILN	F406364	BLANK, FRONT BAND	3,104
Marlin	ILN	F406370	PLUG, MAGAZINE TUBE	2,752
Marlin	ILN	F406372	PLUG, MAG TUBE	2,627
Marlin	ILN	F406381	BASE, SWIVEL	29,811
Marlin	ILN	F406388	BLOCK, TRIGGER SAFETY	8,799
Marlin	ILN	F406403	CUTOFF, CARTRIDGE	127
Marlin	ILN	F406405	SCREW, HAMMER	2,185
Marlin	ILN	F406407	SCREW, FINGER LEVER	623
Marlin	ILN	F406411	TUBE, MAGAZINE OUTSIDE	59
Marlin	ILN	F406419	SPRING, CARTRIDGE GUIDE	88
Marlin	ILN	F406424	PLUG, MAG TUBE	2,733
Marlin	ILN	F406428	BAND, FRONT	30
Marlin	ILN	F406430	SCREW, FRONT BAND	6,231
Marlin	ILN	F406434	WASHER, ROCKER PLUNGER RET.	719
Marlin	ILN	F406436	PLUG, MAGAZINE TUBE	5,019
Marlin	ILN	F406438	PLUNGER, CARRIER ROCKER	5,898
Marlin	ILN	F406441	HOOD, FRT RAMP SIGHT 512/9/4	17,554
Marlin	ILN	F406445	BULLSEYE	78,360
Marlin	ILN	F406449	STRUT, HAMMER SPRING STAMP	11,780
Marlin	ILN	F406451	PLATE, HAMMER SPRING ADJUSTIN	51,113
Marlin	ILN	F406453	SCREW, FRT RAMP SIGHT	26,892
Marlin	ILN	F406461	ELEVATOR, REAR SIGHT	8,834
Marlin	ILN	F406463	HOOD, FRONT RAMP SIGHT	34,969
Marlin	ILN	F406466	SCREW, TANG	593
Marlin	ILN	F406467	BUTTPLATE	5,986
Marlin	ILN	F406469	SCREW, SCOPE MT BASE DUM	62,548
Marlin	ILN	F406470	SLIDE, REAR SIGHT BASE	10,502
Marlin	ILN	F406471	CAP, PISTOL GRIP	18,835

Marlin	ILN	F406475	SCREW, FRONT SIGHT BASE BLANK	13,022
Marlin	ILN	F406477	SCREW, FRONT SIGHT BASE	18,534
Marlin	ILN	F406482	INSERT, FRONT SIGHT	7,189
Marlin	ILN	F406484	PIN, TGP LATCH (SS)	21,248
Marlin	ILN	F406486	SPACER, WASHER	1,214
Marlin	ILN	F406490	PIN, TRIGGER	40,882
Marlin	ILN	F406491	PIN, TGP LATCH	107,140
Marlin	ILN	F406492	EXTRACTOR, BLANK	12,480
Marlin	ILN	F406493	BALL, SAFETY	97,697
Marlin	ILN	F406494	PIN, REAR FIRING	7,628
Marlin	ILN	F406498	SPRING, EJECTOR	82,187
Marlin	ILN	F406499	SPRING, FIRING PIN	43,980
Marlin	ILN	F406500	SPRING, MAG TUBE FOLLOWER	5,957
Marlin	ILN	F406501	PIN, HAMMER STRUT	20,814
Marlin	ILN	F406504	FOLLOWER, MAGAZINE TUBE	5,420
Marlin	ILN	F406506	PIN, FRONT FIRING (RH)	10,248
Marlin	ILN	F406507	FOLLOWER, MAG TUBE	2,081
Marlin	ILN	F406508	FOLLOWER, MAGAZINE TUBE	6,577
Marlin	ILN	F406509	SPRING, MAGAZINE TUBE FOLLOWER	5,125
Marlin	ILN	F406510	SPRING, TRIGGER SAFETY	27,125
Marlin	ILN	F406511	SPRING, FINGER LEVER PLUNGER	44,679
Marlin	ILN	F406512	SPRING, MAGAZINE TUBE	9,984
Marlin	ILN	F406513	SCREW, SAFETY	12,810
Marlin	ILN	F406514	SPACER, WASHER	29,594
Marlin	ILN	F406515	SPRING, SAFETY	9,065
Marlin	ILN	F406525	RIVET, EJECTOR BASE	56
Marlin	ILN	F406532	SHIM	77,830
Marlin	ILN	F406533	PAD, RIFLE	2,067
Marlin	ILN	F406535	SIGHT, FRONT	1,111
Marlin	ILN	F406536	SIGHT, REAR AND ELEVATOR, HIGH	851
Marlin	ILN	F406537	SPRING, MAG TUBE FOLLOWER	3,470
Marlin	ILN	F406538	PIN, FRONT FIRING	8,288
Marlin	ILN	F406539	FOLLOWER, MAGAZINE TUBE	11,372
Marlin	ILN	F406541	SPRING, CARR RCKR PLUNGER	1,635
Marlin	ILN	F406544	PAD, BROWN RECOIL	2,361
Marlin	ILN	F406545	PAD, BLK RECOIL 17VS, 60SS/WT	1,819
Marlin	ILN	F406547	SCREW, HAMMER SPUR	9,902
Marlin	ILN	F406549	SCREW, PISTOL GRIP CAP	45,593
Marlin	ILN	F406550	SPRING, HAMMER	18,964
Marlin	ILN	F406552	PIN, FIRING PIN RETAINING	156,479
Marlin	ILN	F406553	PIN, TRIGGER SPRING	80,773
Marlin	ILN	F406554	SWIVEL, BASE ASSEMBLY	272
Marlin	ILN	F406556	PIN, EXTRACTOR	16,685

Marlin	ILN	F406571	LOOP, #105 5 SECURITY	62,566
Marlin	ILN	F406573	HAMMER SPUR ENVELOPE	33,686
Marlin	ILN	F406575	MANUAL, 410 OWNERS	2,584
Marlin	ILN	F406577	TAG, HANG (MARLIN/USA)	33,708
Marlin	ILN	F406579	MARLIN BOX SUPPLIED WITH FOAM	435
Marlin	ILN	F406673	HORNADY 444MAG 265GR LEVER REVOLUTION	1,200
Marlin	ILN	F406687	AMMO, HORNADY 450 MARLIN PROOF 350GR	249
Marlin	ILN	F406688	AMMO, HORNADY 450 MARLIN 350G	1,260
Marlin	ILN	F406692	AMMO, F 45 COLT 225GR 45LCA	780
Marlin	ILN	F406697	AMMO, W 45 COLT 250GR CB45C	729
Marlin	ILN	F406701	AMMO, BLACK HILLS 38SP 158 GR	5,604
Marlin	ILN	F406705	AMMO, X41RS5 WIN 410 SUPER SL	25
Marlin	ILN	F406708	AMMO, HORNADY 308MX 160 GR	1,294
Marlin	ILN	F406709	AMMO,HORNADY 308 MX PROOF	1,940
Marlin	ILN	F406710	AMMO HORNADAY 338 MARLIN	2,665
Marlin	ILN	F406711	AMMO, 338 MARLIN PROOF	2,012
Marlin	ILN	F406900	MARLIN BOX & ENVELOPE LABELS	60,991
Marlin	ILN	F406955	TUBE MAGAZINE 1895 CBA NO FINISH	576
Marlin	ILN	F406975	TUBE MAGAZINE 1894 SBL NO FINISH	1,230
Marlin	ILN	F406980	MAG TUBE STUD SCREW PL	5,052
Marlin	ILN	F406985	TGP SUPPORT SCREW PL	6,954
Marlin	ILN	F406987	TGP SCREW PLATED PATCH	11,439
Marlin	ILN	F406988	FRONT BAND SCREW PL	1,857
Marlin	ILN	F407003	FRONT BAND SCREW COMPLETE	5,531
Marlin	ILN	F407004	TGP SUPPORT SCREW	4,366
Marlin	ILN	F407007	TGP SCREW, BLACK OXIDE, PATCH	7,558
Marlin	ILN	F407013	SCREW TANG COMPLETE	3,837
Marlin	ILN	F407042	FINGER LEVER SCREW COMPLETE	7,434
Marlin	ILN	F407043	MAG TUBE STUD SCREW COMPLETE	9,887
Marlin	ILN	F407059	SCREW, HAMMER (PLATED) COMPLETE	8,325
Marlin	ILN	F407235	BLANK, BUTTSTOCK WALNUT - C GRADE	248
Marlin	ILN	F407237	BLANK, FOREARM WALNUT - C GRADE	554
Marlin	ILN	F407277	TANG SCREW PLATED	8,813
Marlin	ILN	F407288	HAMMER SCREW COMPLETE	11,282
Marlin	ILN	F407289	FINGER LEVER SCREW - PLATED	7,911
Marlin	ILN	F407302	CARRIER SCREW COMPLETE	18,458
Marlin	ILN	F407303	CARRIER SCREW PLATED	9,110
Marlin	ILN	F407320	MARLIN 336, 444, 1894 & 1895 MANUAL	35,826
Marlin	ILN	F407926	TUBE, MAGAZINE 38 SPECIAL	921
Marlin	ILN	F407985	MARLIN MAGAZINE TUBE 336 BL	1,631
Marlin	ILN	F407986	MARLIN MAGAZINE TUBE 336 XLR	608
Marlin	ILN	F408028	TUBE, 450 MAGAZINE 120	3,088
Marlin	ILN	F409949	SS MAGAZINE TUBE CUT TO LENGTH	1,994

Marlin	ILN	F409961	BAR STOCK 7/8" X 7/8" 4140 (BREECH BOLT)	12,181
Marlin	ILN	F409962	BAR STOCK 1" X 1" 4140 (CARRIER)	18,849
Marlin	ILN	F410161	1894 Big Loop Lever, Forging	2,966
Marlin	ILN	F410163	1894 BIG LOOP LEVER FORGING CRB	25
Marlin	ILN	F410411	SPRING, MARLIN, EXTRACTOR, 1894	22,209
Marlin	ILN	F414807	REAR SIGHT SEMI-BUCKHORN, LONG BLADE LOW	159
Marlin	ILN	F415054	WILLIAMS FRONT SIGHT BASE	22
Marlin	ILN	F415395	MARLIN 5-PACK BOX	483
Marlin	ILN	F415396	MARLIN PACK BOX	591
Marlin	ILN	F415486	Tube, Magazine 1894 SBL No Finish	1,854
Marlin	ILN	F416010	1894 .357 S/A FOREARM TIP BLANK	4,977
Marlin	ILN	F416387	MARLIN REAR BAND SCREW	8,145
Marlin	ILN	F416405	MARLIN REAR BAND SCREW PLATED	1,269
Marlin	ILN	F416662	MARLIN PACK BOX-SCOPE	134
Marlin	ILN	F416683	1895, CARRIER ASSB, MARLIN LEVER	4,216
Marlin	ILN	F416685	336 CARRIER ASSEMBLY	4,066
Marlin	ILN	F416733	FRONT SIGHT 570H IVORY BEAD	909
Marlin	ILN	F416752	SKINNER FRONT SIGHT	404
Marlin	ILN	F416753	SKINNER FRONT SIGHT SCREW	970
Marlin	ILN	F416754	SKINNER REAR PEEP SIGHT	416
Marlin	ILN	F416755	SCREW, FILLISTER HEAD, 8-40x1/4"	1,360
Marlin	ILN	F416756	SCREW, FILLISTER HEAD, 8-40x1/8"	2,036
Marlin	ILN	F416818	SKINNER REAR PEEP SIGHT INSTR & TOOL PCK	1,703
Marlin	ILN	F416861	THREAD PROTECTOR, LVRACT, 1/2-28	1,285
Marlin	ILN	F416920	1895 SCOPE RAIL, LEVER ACTION	3,500
Marlin	ILN	F416921	1895 FRONT SIGHT, LEVER ACTION	736
Marlin	ILN	F416923	1894 SCOPE RAIL, LEVER ACTION	1,109
Marlin	ILN	F416925	APERTURE ASSB, REAR SIGHT, LEVER ACTION	7,350
Marlin	ILN	F416926	SCREW, FILLISTER HEAD 8-40, LEVER ACTION	4,289
Marlin	ILN	F416927	SCREW, FLAT HEAD, 8-40, LEVER ACTION	8,028
Marlin	ILN	F416928	SCREW, FILLISTER HEAD 6-48, LEVER ACTION	7,541
Marlin	ILN	F417082	APERTURE ASSB, LVRACT, XS, .191 PEEP	766
Marlin	ILN	F417083	APERTURE ASSB SCREW, LVRACT, XS, 8-40	788
Marlin	ILN	F417087	SCREW, LEVER ACTION, LOADING SPRING, BO	10,289
Marlin	ILN	F417088	SCREW, LEVER ACTION, LOADING SPRING, EN	6,797
Marlin	ILN	F417089	SCREW, FOREND TIP TENON, BO	17,188
Marlin	ILN	F417090	SCREW, FOREND TIP TENON, EN	4,365
Marlin	ILN	F417329	XS SIGHTS LEVER SCOUT SET SCREW	3,628
Marlin	ILN	F417330	XS SIGHTS LEVER SCOUT MOUNTING PILLAR	5,100
Marlin	ILN	F417331	XS SIGHTS LEVER SCOUT PILLAR NUT	4,154
Marlin	ILN	F417379	BIRCH BLANK, 870 HDWD TAC14 STOCK	445
Marlin	ILN	F417987	MARLIN 410 S/A CARRIER	1,108
Marlin	ILN	F418076	FRONT SIGHT, LVRACT, XS-300	541

Marlin	ILN	F418077	MARLIN 1894 FRONT SIGHT, LEVER ACTION	4,599
Marlin	ILN	F418209	444, CARRIER ASSB, MARLIN LEVER	1,813
Marlin	ILN	F418310	SCREW, TANG, BLACK OXIDE, TORX	12,238
Marlin	ILN	F418311	SCREW, HAMMER, BLACK OXIDE, TORX	7,861
Marlin	ILN	F418312	SCREW, CARRIER, BLACK OXIDE, TORX	7,708
Marlin	ILN	F418313	SCREW, STUD, MAG TUBE, BLACK OXIDE, TORX	7,123
Marlin	ILN	F418314	SCREW, FINGER LEVER, BLACK OXIDE, TORX	7,597
Marlin	ILN	F418315	SCREW, LOADING SPRING, BLACK OXIDE, TORX	8,215
Marlin	ILN	F418316	SCREW, TENON, FOREARM TIP, BLK OX, TORX	14,382
Marlin	ILN	F418317	SCREW, TGP, BLACK OXIDE, TORX	7,288
Marlin	ILN	F418318	SCREW, TGP SUPPORT, BLACK OXIDE, TORX	8,267
Marlin	ILN	F418649	336 SCOPE RAIL, LEVER ACTION	877
Marlin	ILN	F418737	BLANK, STOCK CURLY MAPLE, 1894	150
Marlin	ILN	F418891	DOVETAIL SLOT BLANKS, BLUE, SKINNER	388
Marlin	ILN	F419030	MARLIN RECOIL PAD, 30-35 SHORE	1,800
Marlin	ILN	F419129	444 MARLIN MAG TUBE BULGE CARBON, 150TH	359
Marlin	ILN	F419191	DOVETAIL LADDER SIGHT, SKINNER, 38DRBN	150
Marlin	ILN	F419192	MARLIN BOX FOR 150TH W/ SINGLE O/PACK	486
Marlin	ILN	F419193	MARLIN GUN SOCK	640
Marlin	ILN	F419274	PARACORD SLING, BLACK	2,782
Marlin	ILN	F419287	550 PARACORD ROLL	407,202
Marlin	ILN	F419478	SIGHT, FRONT FIBER OPTIC, .343X.312	1,087
Marlin	ILN	F419498	PIN, FRONT FIRING, 410	1,255
Marlin	ILN	F419510	LOCK, MARLIN	45,950
Marlin	ILN	F419547	PARACORD ROLL, BLACK/GRAY	66,138
Marlin	ILN	F419708	SKINNER EXP REAR PEEP SIGHT, 95/336/444	257
Marlin	ILN	F419751	CHOKE TUBE BAG, MARLIN	3,460
Marlin	ILN	F419752	LARGE BAG, WRENCH/TUBES	1,730
Marlin	OHL	F405423	MARLIN XT INTERNATIONAL OWNERS MANUAL	2,741
Marlin	OHL	F406547	SCREW, HAMMER SPUR	600
Marlin	OHL	F406548	WRENCH, HEX	976
Marlin	ARM	F406000	MARLIN 336C 30 CAL BBL 20"	5
Marlin	ARM	F406001	444 CAL BBL 22"	6
Marlin	ARM	F406002	1895 BBL CLASSIC 45-70 GOVT 22"	7
Marlin	ARM	F406004	336/A BARREL, 30/30 20"	8
Marlin	ARM	F406005	336 SS BARREL, 30 CAL - 20"	10
Marlin	ARM	F406006	HAMMER (PLATED)	11
Marlin	ARM	F406011	LEVER, FINGER (36SS)	11
Marlin	ARM	F406015	BOLT, BREECH 1895-450/410 -PLATED	15
Marlin	ARM	F406024	SCREW, FOREARM TIP TENON (PLT)	27
Marlin	ARM	F406025	LEVER, FINGER (95GS), STAINLESS	16
Marlin	ARM	F406027	PLUG, MAGAZINE TUBE (PLATED)	102
Marlin	ARM	F406029	SCREW, MAG TUBE STUD (PLATED)	61

Marlin	ARM	F406030	336/1895 STUD, MAG TUBE (PLATED)	55
Marlin	ARM	F406031	1895 GS BBL 45-70 GOVT 18.5"	4
Marlin	ARM	F406032	1895G BBL 45-70 GOVT 18.5	1
Marlin	ARM	F406034	1895MR BBL 410 22"	5
Marlin	ARM	F406036	MARLIN 336 XLR BBL 35 CAL 24"	1
Marlin	ARM	F406039	1895 SBL BBL 45-70 GOVT 18.5"	2
Marlin	ARM	F406040	LEVER, FINGER 1895GBL	115
Marlin	ARM	F406045	TUBE, MAGAZINE 1895CB	34
Marlin	ARM	F406046	FOREARM, 1894/308MX	7
Marlin	ARM	F406047	TIP, FOREARM	13
Marlin	ARM	F406051	MARLIN 35 REM BBL 20"	15
Marlin	ARM	F406053	LEVER, FINGER 336	6
Marlin	ARM	F406054	LEVER, FINGER 1895SBL (SS)	63
Marlin	ARM	F406060	FOREARM, 336W/30AW	7
Marlin	ARM	F406061	LOADING SPRING, 1895M, 450, NI PLATE	40
Marlin	ARM	F406062	HAMMER BO	47
Marlin	ARM	F406065	BREECH BOLT 35 REM FLUTED	22
Marlin	ARM	F406069	444 XLR BBL 444 CAL 24"	24
Marlin	ARM	F406071	308 MXLR BBL 308 MARLIN EXP 24"	14
Marlin	ARM	F406076	FOREARM 1895CB/1895CBA/1894CB	27
Marlin	ARM	F406077	308MX BBL 308 Marlin EXP 22"	7
Marlin	ARM	F406079	M/336BL BARREL 30 CAL - 18"	4
Marlin	ARM	F406083	MAGAZINE TUBE 338 MXLR	9
Marlin	ARM	F406085	MAGAZINE TUBE 338MX	3
Marlin	ARM	F406090	LOADING SPRING, 1895M, 450M, B.O.	42
Marlin	ARM	F406094	LOADING SPRING, 1895, 45-70, B.O.	25
Marlin	ARM	F406098	LOADING SPRING, 1895, 45-70, NI PLATE	29
Marlin	ARM	F406099	LOADING SPRING, NI PLATE	16
Marlin	ARM	F406100	LOADING SPRING, B.O.	154
Marlin	ARM	F406108	LEVER, FINGER (95CB)	8
Marlin	ARM	F406109	MAG TUBE STUD - BLUE 410/95/94/308/336	92
Marlin	ARM	F406110	LOADING SPRING, 338, B.O.	80
Marlin	ARM	F406112	FOREARM 336/336SS	19
Marlin	ARM	F406113	FOREARM, 336XLR/308XLR GREYLAM	11
Marlin	ARM	F406114	FOREARM, 1895XLR/444XLR GREY LAM	6
Marlin	ARM	F406116	BOLT, BREECH 35 CAL -PLATED	99
Marlin	ARM	F406117	LOADING SPRING, 338, NI PLATE	47
Marlin	ARM	F406118	1895 XLR BBL 45-70 GOVT 24"	7
Marlin	ARM	F406119	BARREL 1895 45/70 GOVT 18.5" BO	8
Marlin	ARM	F406120	MAGAZINE TUBE 1895 CBA	8
Marlin	ARM	F406121	FOREARM 95, 444	11
Marlin	ARM	F406123	MARLIN 336 XLR BBL 30 CAL 24"	8
Marlin	ARM	F406124	BREECH BOLT 45-70 XLR FLUTED	7

Marlin	ARM	F406125	1895 SDG BBL 45-70 GOVT 16.25"	15
Marlin	ARM	F406126	1895GBL BBL 45-70 GOVT 18.5	22
Marlin	ARM	F406131	BOLT, BREECH 95 -PLATED	16
Marlin	ARM	F406133	FOREARM 410 XLR BROWN LAMINATE	6
Marlin	ARM	F406138	EJECTOR 39A/1897	121
Marlin	ARM	F406151	1894C BBL 357 CAL 18.5"	13
Marlin	ARM	F406152	1894C BBL 44 REM MAG 20"	3
Marlin	ARM	F406153	BARREL 1894 CB-357 MAG/38 SPL 24" BO	8
Marlin	ARM	F406154	1894 SS BREECH BOLT (44)	43
Marlin	ARM	F406155	1894H BBL 45LC 20"	5
Marlin	ARM	F406157	BARREL 1894 44 MAG/44 SPL 20" BO	17
Marlin	ARM	F406158	BARREL 1894 CB-357 MAG/38 SPL 20" BO	4
Marlin	ARM	F406159	BARREL 1894 45 COLT -20" BO	1
Marlin	ARM	F406161	BREECH BOLT 1894-32/20	17
Marlin	ARM	F406162	1894 SS BBL 44 REM MAG 20"	11
Marlin	ARM	F406168	1894 SS BREECH BOLT(357)	48
Marlin	ARM	F406172	1894 BREECH BOLT BLANK-CARBON	47
Marlin	ARM	F406175	LEVER, FINGER (1894)	28
Marlin	ARM	F406178	LEVER, FINGER (1894SS)	2
Marlin	ARM	F406180	BOLT, BREECH 45	3
Marlin	ARM	F406181	LOADING SPRING,1894,32-20,B.O.	35
Marlin	ARM	F406182	1894 CSS BBL 357 MAG 18.5"	26
Marlin	ARM	F406184	1894 BREECH BOLT (357)	2
Marlin	ARM	F406189	1894 BREECH BOLT 44	73
Marlin	ARM	F406193	LOADING SPRING, 1894, B.O.	44
Marlin	ARM	F406195	FOREARM, 1894C-1894CSS 357	11
Marlin	ARM	F406199	LOADING SPRING, 1894, NI PLATE	168
Marlin	ARM	F406205	EXTRACTOR, 30-30/35/308, NI PLATE	24
Marlin	ARM	F406206	TUBE, MAGAZINE (336SS)	6
Marlin	ARM	F406209	TUBE, MAG (1895-450)	8
Marlin	ARM	F406212	TUBE, MAGAZINE (GS) 1895 (BULGE)	10
Marlin	ARM	F406213	TUBE 444XLR MAGAZINE FINISHED	1
Marlin	ARM	F406214	TUBE, MAGAZINE, 336C 30	34
Marlin	ARM	F406217	TUBE, 336XLR-30 MAGAZINE	109
Marlin	ARM	F406220	TUBE, MAGAZINE, 308MX	12
Marlin	ARM	F406222	SEAR 36/95	30
Marlin	ARM	F406223	ROCKER, CARRIER	1
Marlin	ARM	F406224	PLUNGER, FINGER LEVER	65
Marlin	ARM	F406226	BOLT, 336 LOCKING (CAST)	56
Marlin	ARM	F406228	TUBE, MAGAZINE, 1895SBL (BULGE)	12
Marlin	ARM	F406232	TIP, FOREARM	8
Marlin	ARM	F406240	TUBE, MAGAZINE, 336BL	9
Marlin	ARM	F406241	LEAF, FOLDING 336	543

Marlin	ARM	F406244	EXTRACTOR, 45-70/338, B.O.	21
Marlin	ARM	F406245	EXTRACTOR, 410/450, NI PLATE	95
Marlin	ARM	F406246	EXTRACTOR, B.O	58
Marlin	ARM	F406251	PUSH BUTTON SAFETY ASSB	15
Marlin	ARM	F406253	TUBE, MAGAZINE 444 FINISHED (BULGE)	6
Marlin	ARM	F406254	EJECTOR, PLATED	1
Marlin	ARM	F406256	EXTRACTOR, NI PLATE	15
Marlin	ARM	F406258	TUBE, 1895M-XLR MAGAZINE	18
Marlin	ARM	F406259	TUBE, MAGAZINE 1895 (BULGE)	40
Marlin	ARM	F406261	TUBE, MAGAZINE 95GBL	8
Marlin	ARM	F406270	PUSH BUTTON SAFETY 39A/1897	17
Marlin	ARM	F406274	LEAF, REAR FOLDING 39	89
Marlin	ARM	F406276	TRIGGER, GOLD	43
Marlin	ARM	F406283	STUD, 357SS MAG TUBE - PLATED	13
Marlin	ARM	F406284	TUBE, MAGAZINE 32/20	42
Marlin	ARM	F406285	TUBE, MAG 1894C- FOR PLATE	18
Marlin	ARM	F406289	TIP, FOREARM	12
Marlin	ARM	F406290	LEAF,REAR SIGHT FOLDING:XT & M60	39
Marlin	ARM	F406292	BOLT, 1894 LOCKING (CAST)	8
Marlin	ARM	F406295	357/444 STUD, MAGAZINE TUBE, BLACK OX	20
Marlin	ARM	F406297	SCREW, MAG TUBE PLUG	139
Marlin	ARM	F406299	TUBE, MAGAZINE 357C	14
Marlin	ARM	F406300	EXTRACTOR, 1894 44	45
Marlin	ARM	F406301	TUBE, MAGAZINE 38 SPECIAL	6
Marlin	ARM	F406302	TUBE, MAGAZINE 1894CB-20	4
Marlin	ARM	F406303	EXTRACTOR, 1894 SS 44 PLATED	112
Marlin	ARM	F406305	TUBE, MAGAZINE 1894	11
Marlin	ARM	F406307	INSERT, FRONT SIGHT (TALL)	126
Marlin	ARM	F406311	BASE FRONT RAMP SIGHT 336	45
Marlin	ARM	F406314	HAMMER SPUR-PLATED	20
Marlin	ARM	F406317	FRONT SIGHT BASE (2 SCREW)	99
Marlin	ARM	F406319	SPUR, HAMMER BLACK OXIDE	59
Marlin	ARM	F406321	FOREARM TIP TENON 39A/1894	155
Marlin	ARM	F406322	SPUR, HAMMER 39	384
Marlin	ARM	F406323	TENON, FOREARM TIP OFFSET	666
Marlin	ARM	F406325	TENON, FOREARM TIP	51
Marlin	ARM	F406326	TENON FOREARM TIP (OFFSET)	29
Marlin	ARM	F406327	BASE, FRONT SIGHT	93
Marlin	ARM	F406329	BASE, FRONT SIGHT	61
Marlin	ARM	F406333	SCREW, HAMMER -PLATED	169
Marlin	ARM	F406334	SCREW, CARRIER -PLATED	240
Marlin	ARM	F406335	SCREW, FINGER LEVER -PLATED	55
Marlin	ARM	F406336	PLUG, MAG TUBE -PLATED	10

Marlin	ARM	F406337	SCREW, TGP SUPPORT -PLATED	207
Marlin	ARM	F406339	SCREW, TGP -PLATED	201
Marlin	ARM	F406340	BLOCK, TRIGGER SAFETY -PLATED	341
Marlin	ARM	F406341	PIN, F.L. PLUNGER -PLATED	106
Marlin	ARM	F406342	BAND, FRONT -PLATED	33
Marlin	ARM	F406343	SCREW, FRONT BAND -PLATED	52
Marlin	ARM	F406345	SCREW, MAG TUBE PLUG -PLATED	773
Marlin	ARM	F406346	PLUG, MAG TUBE	16
Marlin	ARM	F406348	PLUG, 336XLR MAG TUBE -PLATED	19
Marlin	ARM	F406351	HAMMER SCREW	26
Marlin	ARM	F406352	EXTRACTOR, B.O.	132
Marlin	ARM	F406353	SCREW, CARRIER	54
Marlin	ARM	F406355	SCREW, FINGER LEVER	28
Marlin	ARM	F406357	SCREW, MAG TUBE STUD	26
Marlin	ARM	F406359	PIN, FINGER LEVER PLUNGER	15
Marlin	ARM	F406361	PLUG, MAGAZINE TUBE	38
Marlin	ARM	F406363	BAND, FRONT, L/A, BO	93
Marlin	ARM	F406365	EXTRACTOR, B.O.	38
Marlin	ARM	F406367	SCREW, FRONT BAND	4
Marlin	ARM	F406369	PLUG, MAGAZINE TUBE	53
Marlin	ARM	F406371	PLUG, MAG TUBE	55
Marlin	ARM	F406374	SCREW, TGP SUPPORT	21
Marlin	ARM	F406382	TRIGGER NICKEL PLATED	82
Marlin	ARM	F406383	SCREW, TRIGGER GUARD PLATE	32
Marlin	ARM	F406386	TRIGGER GOLD PLATED	9
Marlin	ARM	F406387	BLOCK, TRIGGER SAFETY	34
Marlin	ARM	F406391	PLUG, 1895M-XLR MAG TUBE -PLATED	12
Marlin	ARM	F406392	CARTRIDGE CUTOFF SCREW 39A/1897	20
Marlin	ARM	F406394	EJECTOR BASE SCREW 39A/1897	562
Marlin	ARM	F406396	39 SCOPE MOUNT BASE SCREW	2,490
Marlin	ARM	F406398	EJECTOR PIN 39A/1897	286
Marlin	ARM	F406400	FIRING PIN RETAINING STUD 39A/1897	58
Marlin	ARM	F406402	CARTRIDGE CUTOFF 39A/1897	27
Marlin	ARM	F406404	HAMMER SCREW 39A/1897	188
Marlin	ARM	F406406	FINGER LEVER SCREW 39/1897	547
Marlin	ARM	F406408	FINGER LEVER SPRING SCREW 39A/1897	829
Marlin	ARM	F406410	TUBE, MAGAZINE OUTSIDE	5
Marlin	ARM	F406412	REBOUND STRUT	117
Marlin	ARM	F406414	CARTRIDGE GUIDE SPRING SCREW	4
Marlin	ARM	F406416	THUMB SCREW 39A/1897	6
Marlin	ARM	F406418	CARTRIDGE GUIDE 39A/1897	950
Marlin	ARM	F406420	CARRIER SCREW, 39A/1897	86
Marlin	ARM	F406422	STUD, SWIVEL -PLATED	149

Marlin	ARM	F406423	PLUG, MAGAZINE TUBE	13
Marlin	ARM	F406425	PLUG, MAG TUBE 1894C-SS PLATED	35
Marlin	ARM	F406426	BAND, FRONT, .357 EN PLATED	102
Marlin	ARM	F406427	BAND, FRONT, L/A, 357, BO	27
Marlin	ARM	F406429	SCREW, FRONT BAND	114
Marlin	ARM	F406431	SCREW, TANG (ALTERNATE)	214
Marlin	ARM	F406433	SCREW FRONT BAND, 1894C-SS	18
Marlin	ARM	F406435	PLUG, MAG TUBE	13
Marlin	ARM	F406440	HOOD, FRONT SIGHT	40
Marlin	ARM	F406442	SCREW, TANG (PLATED)	26
Marlin	ARM	F406443	SCREW, SCOPE MT BASE (PLATED)	126
Marlin	ARM	F406448	STRUT, HAMMER SPRING	234
Marlin	ARM	F406450	PLATE, HAMMER SPRING ADJUSTING	152
Marlin	ARM	F406452	SCREW, FRT RAMP SIGHT BASE	147
Marlin	ARM	F406460	ELEVATOR, REAR SIGHT	583
Marlin	ARM	F406462	HOOD, FRT RAMP SIGHT	76
Marlin	ARM	F406465	SCREW, TANG	223
Marlin	ARM	F406468	SCREW, SCOPE MT BASE DUMMY	219
Marlin	ARM	F406472	SCREW, FRONT SIGHT BASE	206
Marlin	ARM	F406474	SCREW, FRONT SIGHT BASE BLUE	78
Marlin	ARM	F406476	SCREW, FRONT SIGHT BASE	170
Marlin	ARM	F406485	PIN, REAR FIRING (PLATED)	50
Marlin	ARM	F406497	FOLLOWER 444 & 444XLR	24
Marlin	ARM	F406505	PIN, FRONT FIRING	118
Marlin	ARM	F406530	XS SIGHT SYSTEM (LONG RAIL) 1895SBL	13
Marlin	ARM	F406584	S/A FOREARM TIP W/SWIVEL 1895GS/STP PL	17
Marlin	ARM	F406585	336SS S/A, REAR BAND W/STUD (PLATED)	20
Marlin	ARM	F406587	S/A, SS REC/TGP 95GS	7
Marlin	ARM	F406591	S/A, REC/TGP 336	8
Marlin	ARM	F406593	KIT, SCOPE BASE SHIMS	13
Marlin	ARM	F406597	S/A, REAR BAND	15
Marlin	ARM	F406598	S/A REC/TGP 338MXLR	2
Marlin	ARM	F406599	95,450,444,336 TRIGGER GUARD PLATE	20
Marlin	ARM	F406601	S/A, CARRIER 308MX	3
Marlin	ARM	F406603	S/A, REC/TGP 308MX	1
Marlin	ARM	F406604	S/A, REC/TGP 444	4
Marlin	ARM	F406608	S/A, FOREARM TIP SWIVEL BASE	22
Marlin	ARM	F406610	S/A, RR SGHT. BASE W/LOW LEAF 336/1894	115
Marlin	ARM	F406611	S/A, REC/TGP 95 45-70	1
Marlin	ARM	F406614	S/A, REAR BAND SWIVEL STUD	162
Marlin	ARM	F406615	S/A, REC/TGP 95CB 45-70	2
Marlin	ARM	F406617	S/A, FOREARM TIP SWIVEL	12
Marlin	ARM	F406618	S/A, REC/TGP 1895XLR	2

Marlin	ARM	F406629	S/A, RR SGHT. BASE W/HIGH LEAF 39/1895	99
Marlin	ARM	F406631	S/A, REC/TANG/BB 39A	1
Marlin	ARM	F406632	S/A, MAG TUBE INSIDE	10
Marlin	ARM	F406634	39 CARRIER ASSEMBLY	1
Marlin	ARM	F406636	S/A, REC/TGP/BB 94SS-44	12
Marlin	ARM	F406644	S/A, REC/TGP/BB 94CB44	3
Marlin	ARM	F406645	S/A, RR SGHT. BASE W/MED LEAF 982/1895G	26
Marlin	ARM	F406646	T.G.P., MARLIN, ASSEMBLY, 1894	1
Marlin	ARM	F406647	S/A, REC/TGP/BB 94CB45	7
Marlin	ARM	F406651	S/A, REC/TGP/BB 94CB357	1
Marlin	ARM	F406654	S/A, REC/TGP/BB 94SS-357	10
Marlin	ARM	F406655	S/A, F.A.TIP SWIVEL BASE -PLATED	10
Marlin	ARM	F406658	S/A, SIGHT BASE ONLY (BLUED)	309
Marlin	ARM	F406659	S/A, HAMMER SPUR KIT	136
Marlin	ARM	F406660	S/A, HAMMER SPUR KIT, PLATED	26
Marlin	ARM	F406763	1894 CSBL 357MAG 16.5" BBL	6
Marlin	ARM	F406765	1894 SBL 44 REM MAG 16.5" BBL	6
Marlin	ARM	F406771	1894 SBL MAG TUBE	19
Marlin	ARM	F406773	XS SIGHT SYSTEM (LONG RAIL) 1894 SBL	3
Marlin	ARM	F406854	S/A, STK ASSB 336/1895/308/444 XLR'S	25
Marlin	ARM	F406855	S/A STOCK ASSB 336BL	6
Marlin	ARM	F406857	S/A, BUTTSTOCK ASSB 336C,95,444,308,338	42
Marlin	ARM	F406858	S/A, BUTTSTOCK ASSB 1895G	13
Marlin	ARM	F406860	S/A, BUTTSTOCK ASSB HARDWOOD, 336W/A	4
Marlin	ARM	F406861	S/A STOCK ASSB 410 XLR	11
Marlin	ARM	F406865	S/A, BUTTSTOCK ASSB 1894	29
Marlin	ARM	F406891	TUBE 336Y MAGAZINE	6
Marlin	ARM	F406892	FOREARM, 336Y HARDWOOD	1
Marlin	ARM	F406893	BARREL, MODEL 336C 30-30 16.25"	36
Marlin	ARM	F406918	S/A, REC/TGP/BB 94SBL	6
Marlin	ARM	F406919	BUTTSTOCK ASSB HARDWOOD, 336Y	5
Marlin	ARM	F406923	TUBE, 1895M-XLR MAGAZI NI-PLATED (BULGE)	45
Marlin	ARM	F406925	SAFETY, PUSH BUTTON FINISHED	15
Marlin	ARM	F406931	TRIGGER GOLD PLATE	420
Marlin	ARM	F406942	EJECTOR ASSB 336,1894,1895	51
Marlin	ARM	F406943	FINGER LEVER ASSB 336,1895	6
Marlin	ARM	F407025	EJECTOR ASSB PLATED 336,1894,1895	40
Marlin	ARM	F407254	336Y FOREARM EXPRESS	2
Marlin	ARM	F407255	336/94 336C SPS MAG TUBE 19.265"	16
Marlin	ARM	F407258	M/336W SPS - 30 Cal Barrel - 20"	1
Marlin	ARM	F407260	M/336Y SPS - 30 Cal Barrel - 16.25"	21
Marlin	ARM	F407261	LEVER, FINGER SPS 336	19
Marlin	ARM	F407262	SUB ASSM REC TGP 336 SPS	2

Marlin	ARM	F407263	BREECH BOLT 30-30 SPS	31
Marlin	ARM	F407264	36W STOCK EXPRESS	11
Marlin	ARM	F408216	FRONT SIGHT INSERT FILED	1
Marlin	ARM	F408217	FRONT SIGHT INSERT FILED	314
Marlin	ARM	F408821	FOREARM, MARLIN LTD-ED B GRADE	6
Marlin	ARM	F408850	BUTTSTOCK, MARLIN LTD-ED, ASSEMBLY	4
Marlin	ARM	F409859	MARLIN REAR FIRING PIN BLACK	4
Marlin	ARM	F410162	LEVER, FINGER (1894) BIG LOOP SS	5
Marlin	ARM	F410238	M1894 - 44 MAG CARRIER ASSB	99
Marlin	ARM	F410239	M1894 - 357 MAG CARRIER ASSB	45
Marlin	ARM	F410512	BARREL 1895 45/70 GOVT 24"	9
Marlin	ARM	F410519	S/A, BUTTSTOCK ASSB 1895 LTD	10
Marlin	ARM	F410529	1895SS BBL 45-70 GOVT 18.5 FNC	7
Marlin	ARM	F410533	FOREARM, 1895XLR/444XLR GRN/BLK	34
Marlin	ARM	F410534	S/A, STK ASSB 336/1895/308/444 GRN/BLK	5
Marlin	ARM	F410535	FOREARM OCT BBL	6
Marlin	ARM	F410573	BARREL 1895 ABL 18.5" 45-70 GOV'T	16
Marlin	ARM	F411022	BARREL 1895 45/70 18.5"	7
Marlin	ARM	F411023	BARREL, 1895CB 45/70 26	9
Marlin	ARM	F411025	BARREL 1894CB-357 20" OCT.	12
Marlin	ARM	F411026	BARREL 1894CB-44 MAG 20" OC	8
Marlin	ARM	F411027	BARREL 1894CB-45LC-20"	7
Marlin	ARM	F413483	TIP, FOREARM 1895 LTD SW	7
Marlin	ARM	F415187	1894 S/A, STOCK ASSB LIMITED EDITION	22
Marlin	ARM	F415210	FOREARM 1895CB/1895CBA/1894CB CHK C WAL.	3
Marlin	ARM	F415485	1894 SBL MAG TUBE SS 15.260"	5
Marlin	ARM	F416019	336/1895/444/308 STK ASSB GRN/BLCK HWOOD	13
Marlin	ARM	F416022	FOREARM ASSB GRN/BLACK FINISH HARDWOOD	37
Marlin	ARM	F416159	S/A, BUTTSTOCK ASSB 1894CB	6
Marlin	ARM	F416247	336 REC TGP ASSB ENGRAVED TE CPT BO	2
Marlin	ARM	F416558	336 S/A Buttstock Texan Deluxe Satin	3
Marlin	ARM	F416559	336 FOREARM TEXAN DELUXE SATIN	3
Marlin	ARM	F416674	M/336WBL - 30 Cal BBL - 20"	5
Marlin	ARM	F416675	FINGER LEVER 336 SPS BL	5
Marlin	ARM	F416748	1895TSBL 45-70 GOVT 16.5" BBL	5
Marlin	ARM	F416749	FOREARM ASSB BLACK/BLACK FINISH HARDWOOD	6
Marlin	ARM	F416750	1895 TSBL MAG TUBE 15.446"	5
Marlin	ARM	F416757	336/1895/444/308 STK ASSB BLK/BLK HWOOD	7
Marlin	ARM	F416758	1895 SBL FINGER LEVER SATIN (SS)	7
Marlin	ARM	F416759	1895, SUB ASSB REC TGP SS SATIN	10
Marlin	ARM	F416760	MARLIN REAR SIGHT BASE FILLER BLACK ASSB	5
Marlin	ARM	F416859	1894CST 357MAG/38SPL 16.5" SATIN TH BBL	6
Marlin	ARM	F417037	S/A, REC/TGP/BB 94SS-357 SATIN	4

Marlin	ARM	F417041	LEVER, FINGER (1894) BIG LOOP SS SATIN	19
Marlin	ARM	F417044	FE ASSB 336 TIP STYLE BLACK/BLACK FINISH	8
Marlin	ARM	F417162	BREECH BOLT 45-70 SPS	9
Marlin	ARM	F417171	BIRDSHEAD PISTOL GRIP STOCK	6
Marlin	ARM	F417178	EXTRACTOR, 1894 357	5
Marlin	ARM	F417967	S/A, BUTTSTOCK ASSB 336 CURLY MAPLE	4
Marlin	ARM	F417968	336 FOREARM,CURLY MAPLE,CK HIGH FINISH	3
Marlin	ARM	F418579	M/336D TH BBL - 30 CAL - 16.25"	7
Marlin	ARM	F418581	336 DSMP SUB ASSB REC TGP	12
Marlin	ARM	F418586	XS SIGHT SYSTEM, LEVER ACTION, 336	15
Marlin	ARM	F418589	M/1895D TH BBL - 45/70 GOVT - 16.25"	8
Marlin	ARM	F418590	1895 DSMP MAG TUBE 14.869"	1
Marlin	ARM	F418668	336/1895 DSMP WRAPPED FINGER LEVER	18
Marlin	ARM	F418725	S/A, BUTTSTOCK ASSB CURLY MAPLE, HGH FIN	10
Marlin	ARM	F418726	1894 FOREARM CURLY MAPLE CK HIGH FINISH	6
Marlin	ARM	F418872	1895 FOREARM CURLY MAPLE CK HIGH FINISH	3
Marlin	ARM	F419261	THREAD PROTECTOR 11/16-24, BLACK OXIDE	8
Marlin	ILN	F405023	Loading Spring 336 SST & 444 XLR Plated	928
Marlin	ILN	F405026	Loading Spring 1895GS & XLR PLATED	1,171
Marlin	ILN	F405027	Loading Spring 1895 GS & XLR FOR PLATE	500
Marlin	ILN	F406000	MARLIN 336C 30 CAL BBL 20"	196
Marlin	ILN	F406001	444 CAL BBL 22"	143
Marlin	ILN	F406002	1895 BBL CLASSIC 45-70 GOVT 22"	90
Marlin	ILN	F406005	336 SS BARREL, 30 CAL - 20"	217
Marlin	ILN	F406006	HAMMER (PLATED)	3,267
Marlin	ILN	F406011	LEVER, FINGER (36SS)	194
Marlin	ILN	F406014	RECEIVER, 1895-450/410	1
Marlin	ILN	F406023	RECEIVER (SS) 95 FOR HEAT TREAT	303
Marlin	ILN	F406025	LEVER, FINGER (95GS), STAINLESS	49
Marlin	ILN	F406027	PLUG, MAGAZINE TUBE (PLATED)	934
Marlin	ILN	F406030	336/1895 STUD, MAG TUBE (PLATED)	3,399
Marlin	ILN	F406031	1895 GS BBL 45-70 GOVT 18.5"	26
Marlin	ILN	F406032	1895G BBL 45-70 GOVT 18.5	49
Marlin	ILN	F406034	1895MR BBL 410 22"	96
Marlin	ILN	F406039	1895 SBL BBL 45-70 GOVT 18.5"	421
Marlin	ILN	F406040	LEVER, FINGER 1895GBL	272
Marlin	ILN	F406045	TUBE, MAGAZINE 1895CB	239
Marlin	ILN	F406046	FOREARM, 1894/308MX	64
Marlin	ILN	F406047	TIP, FOREARM	237
Marlin	ILN	F406051	MARLIN 35 REM BBL 20"	71
Marlin	ILN	F406053	LEVER, FINGER 336	21
Marlin	ILN	F406054	LEVER, FINGER 1895SBL (SS)	607
Marlin	ILN	F406056	LEVER, FINGER 336DL	461

Marlin	ILN	F406060	FOREARM, 336W/30AW	269
Marlin	ILN	F406062	HAMMER BO	4,252
Marlin	ILN	F406064	BREECH BOLT 30-30 XLR FLUTED	3
Marlin	ILN	F406076	FOREARM 1895CB/1895CBA/1894CB	447
Marlin	ILN	F406079	M/336BL BARREL 30 CAL - 18"	41
Marlin	ILN	F406090	LOADING SPRING, 1895M, 450M, B.O.	604
Marlin	ILN	F406092	FOREARM, 336BL BROWN LAM. W/CAP	270
Marlin	ILN	F406094	LOADING SPRING, 1895, 45-70, B.O.	1,667
Marlin	ILN	F406098	LOADING SPRING, 1895, 45-70, NI PLATE	281
Marlin	ILN	F406099	LOADING SPRING, NI PLATE	309
Marlin	ILN	F406100	LOADING SPRING, B.O.	767
Marlin	ILN	F406103	30-30 BREECH BOLT PLATED	885
Marlin	ILN	F406106	RECEIVER 336	7
Marlin	ILN	F406108	LEVER, FINGER (95CB)	389
Marlin	ILN	F406109	MAG TUBE STUD - BLUE 410/95/94/308/336	3,848
Marlin	ILN	F406112	FOREARM 336/336SS	22
Marlin	ILN	F406113	FOREARM, 336XLR/308XLR GREYLAM	532
Marlin	ILN	F406114	FOREARM, 1895XLR/444XLR GREY LAM	785
Marlin	ILN	F406115	RECEIVER 444P	117
Marlin	ILN	F406116	BOLT, BREECH 35 CAL -PLATED	97
Marlin	ILN	F406120	MAGAZINE TUBE 1895 CBA	79
Marlin	ILN	F406121	FOREARM 95, 444	896
Marlin	ILN	F406123	MARLIN 336 XLR BBL 30 CAL 24"	19
Marlin	ILN	F406124	BREECH BOLT 45-70 XLR FLUTED	34
Marlin	ILN	F406126	1895GBL BBL 45-70 GOVT 18.5	153
Marlin	ILN	F406128	RECEIVER 95 45-70	134
Marlin	ILN	F406131	BOLT, BREECH 95 -PLATED	15
Marlin	ILN	F406133	FOREARM 410 XLR BROWN LAMINATE	183
Marlin	ILN	F406151	1894C BBL 357 CAL 18.5"	96
Marlin	ILN	F406152	1894C BBL 44 REM MAG 20"	54
Marlin	ILN	F406155	1894H BBL 45LC 20"	98
Marlin	ILN	F406167	RECEIVER, 357SS	43
Marlin	ILN	F406175	LEVER, FINGER (1894)	300
Marlin	ILN	F406180	BOLT, BREECH 45	22
Marlin	ILN	F406183	RECEIVER 357	201
Marlin	ILN	F406184	1894 BREECH BOLT (357)	5
Marlin	ILN	F406187	RECEIVER 94-44	19
Marlin	ILN	F406188	CARRIER 94-44	297
Marlin	ILN	F406189	1894 BREECH BOLT 44	173
Marlin	ILN	F406191	CARRIER 94-357	359
Marlin	ILN	F406193	LOADING SPRING, 1894, B.O.	2,012
Marlin	ILN	F406195	FOREARM, 1894C-1894CSS 357	18
Marlin	ILN	F406199	LOADING SPRING, 1894, NI PLATE	2,255

Marlin	ILN	F406205	EXTRACTOR, 30-30/35/308, NI PLATE	1,867
Marlin	ILN	F406206	TUBE, MAGAZINE (336SS)	212
Marlin	ILN	F406209	TUBE, MAG (1895-450)	550
Marlin	ILN	F406212	TUBE, MAGAZINE (GS) 1895 (BULGE)	7
Marlin	ILN	F406214	TUBE, MAGAZINE, 336C 30	671
Marlin	ILN	F406217	TUBE, 336XLR-30 MAGAZINE	22
Marlin	ILN	F406222	SEAR 36/95	5,790
Marlin	ILN	F406224	PLUNGER, FINGER LEVER	9,538
Marlin	ILN	F406226	BOLT, 336 LOCKING (CAST)	5,577
Marlin	ILN	F406228	TUBE, MAGAZINE, 1895SBL (BULGE)	692
Marlin	ILN	F406233	TUBE, 1895SBL & STP, MAGAZINE	1,284
Marlin	ILN	F406236	MAG TUBE 444 BULGE CARBON	401
Marlin	ILN	F406237	TUBE, 1895 MAGAZINE	810
Marlin	ILN	F406238	TUBE, 1895SS MAGAZINE	655
Marlin	ILN	F406239	TUBE, 1895CB MAGAZINE	669
Marlin	ILN	F406240	TUBE, MAGAZINE, 336BL	79
Marlin	ILN	F406241	LEAF, FOLDING 336	1,391
Marlin	ILN	F406244	EXTRACTOR, 45-70/338, B.O.	2,802
Marlin	ILN	F406246	EXTRACTOR, B.O	696
Marlin	ILN	F406251	PUSH BUTTON SAFETY ASSB	3,217
Marlin	ILN	F406252	TUBE, 450 MAGAZINE	380
Marlin	ILN	F406253	TUBE, MAGAZINE 444 FINISHED (BULGE)	146
Marlin	ILN	F406254	EJECTOR, PLATED	3,993
Marlin	ILN	F406256	EXTRACTOR, NI PLATE	145
Marlin	ILN	F406259	TUBE, MAGAZINE 1895 (BULGE)	218
Marlin	ILN	F406261	TUBE, MAGAZINE 95GBL	187
Marlin	ILN	F406262	TUBE, MAGAZINE 95GBL	1,080
Marlin	ILN	F406274	LEAF, REAR FOLDING 39	661
Marlin	ILN	F406283	STUD, 357SS MAG TUBE - PLATED	2,343
Marlin	ILN	F406286	SCREW, MAG TUBE 1894C-SS -PLATED	4,131
Marlin	ILN	F406289	TIP, FOREARM	158
Marlin	ILN	F406290	LEAF,REAR SIGHT FOLDING:XT & M60	4,065
Marlin	ILN	F406292	BOLT, 1894 LOCKING (CAST)	3,951
Marlin	ILN	F406295	357/444 STUD, MAGAZINE TUBE, BLACK OX	1,130
Marlin	ILN	F406297	SCREW, MAG TUBE PLUG	7,304
Marlin	ILN	F406299	TUBE, MAGAZINE 357C	70
Marlin	ILN	F406301	TUBE, MAGAZINE 38 SPECIAL	255
Marlin	ILN	F406302	TUBE, MAGAZINE 1894CB-20	118
Marlin	ILN	F406307	INSERT, FRONT SIGHT (TALL)	2,081
Marlin	ILN	F406311	BASE FRONT RAMP SIGHT 336	524
Marlin	ILN	F406312	BASE, REAR SIGHT	274
Marlin	ILN	F406314	HAMMER SPUR-PLATED	3,237
Marlin	ILN	F406316	SPUR HAMMER FOR PLATE	999

Marlin	ILN	F406317	FRONT SIGHT BASE (2 SCREW)	759
Marlin	ILN	F406319	SPUR, HAMMER BLACK OXIDE	4,032
Marlin	ILN	F406321	FOREARM TIP TENON 39A/1894	2,893
Marlin	ILN	F406323	TENON, FOREARM TIP OFFSET	961
Marlin	ILN	F406325	TENON, FOREARM TIP	6,396
Marlin	ILN	F406326	TENON FOREARM TIP (OFFSET)	2,414
Marlin	ILN	F406327	BASE, FRONT SIGHT	655
Marlin	ILN	F406329	BASE, FRONT SIGHT	1,117
Marlin	ILN	F406331	INSERT, FRONT SIGHT (SHORT)	2,500
Marlin	ILN	F406336	PLUG, MAG TUBE -PLATED	1,999
Marlin	ILN	F406340	BLOCK, TRIGGER SAFETY -PLATED	6,050
Marlin	ILN	F406341	PIN, F.L. PLUNGER -PLATED	7,191
Marlin	ILN	F406342	BAND, FRONT -PLATED	1,193
Marlin	ILN	F406346	PLUG, MAG TUBE	572
Marlin	ILN	F406348	PLUG, 336XLR MAG TUBE -PLATED	1,966
Marlin	ILN	F406352	EXTRACTOR, B.O.	769
Marlin	ILN	F406359	PIN, FINGER LEVER PLUNGER	6,681
Marlin	ILN	F406361	PLUG, MAGAZINE TUBE	1,161
Marlin	ILN	F406363	BAND, FRONT, L/A, BO	123
Marlin	ILN	F406365	EXTRACTOR, B.O.	1,353
Marlin	ILN	F406369	PLUG, MAGAZINE TUBE	2,918
Marlin	ILN	F406371	PLUG, MAG TUBE	935
Marlin	ILN	F406382	TRIGGER NICKEL PLATED	1,329
Marlin	ILN	F406386	TRIGGER GOLD PLATED	415
Marlin	ILN	F406387	BLOCK, TRIGGER SAFETY	7,473
Marlin	ILN	F406422	STUD, SWIVEL -PLATED	4,828
Marlin	ILN	F406423	PLUG, MAGAZINE TUBE	1,528
Marlin	ILN	F406427	BAND, FRONT, L/A, 357, BO	887
Marlin	ILN	F406429	SCREW, FRONT BAND	4,952
Marlin	ILN	F406435	PLUG, MAG TUBE	1,344
Marlin	ILN	F406437	PLUNGER, CARRIER ROCKER -PLATED	8,780
Marlin	ILN	F406440	HOOD, FRONT SIGHT	1
Marlin	ILN	F406443	SCREW, SCOPE MT BASE (PLATED)	91,567
Marlin	ILN	F406448	STRUT, HAMMER SPRING	9,840
Marlin	ILN	F406450	PLATE, HAMMER SPRING ADJUSTING	9,254
Marlin	ILN	F406452	SCREW, FRT RAMP SIGHT BASE	6,826
Marlin	ILN	F406460	ELEVATOR, REAR SIGHT	4,903
Marlin	ILN	F406462	HOOD, FRT RAMP SIGHT	4,373
Marlin	ILN	F406468	SCREW, SCOPE MT BASE DUMMY	30,872
Marlin	ILN	F406472	SCREW, FRONT SIGHT BASE	25,774
Marlin	ILN	F406474	SCREW, FRONT SIGHT BASE BLUE	23,022
Marlin	ILN	F406476	SCREW, FRONT SIGHT BASE	3,804
Marlin	ILN	F406481	INSERT, FRONT RAMP SIGHT	2,959

Marlin	ILN	F406485	PIN, REAR FIRING (PLATED)	7,048
Marlin	ILN	F406497	FOLLOWER 444 & 444XLR	6,540
Marlin	ILN	F406505	PIN, FRONT FIRING	5,262
Marlin	ILN	F406582	S/A, REC/TGP 36SS	209
Marlin	ILN	F406584	S/A FOREARM TIP W/SWIVEL 1895GS/STP PL	617
Marlin	ILN	F406585	336SS S/A, REAR BAND W/STUD (PLATED)	1,481
Marlin	ILN	F406587	S/A, SS REC/TGP 95GS	49
Marlin	ILN	F406588	S/A TGP (SS)	198
Marlin	ILN	F406589	S/A, REC/TGP 95MR 450/410	502
Marlin	ILN	F406591	S/A, REC/TGP 336	284
Marlin	ILN	F406592	S/A, BUTTSTOCK 336/1895/308/444 XLR'S	2,762
Marlin	ILN	F406594	S/A STOCK 336BL	921
Marlin	ILN	F406599	95,450,444,336 TRIGGER GUARD PLATE	701
Marlin	ILN	F406602	S/A, BUTTSTOCK 336C,95,444,308,338	3,670
Marlin	ILN	F406604	S/A, REC/TGP 444	131
Marlin	ILN	F406607	S/A, BUTTSTOCK 1895G	624
Marlin	ILN	F406608	S/A, FOREARM TIP SWIVEL BASE	884
Marlin	ILN	F406611	S/A, REC/TGP 95 45-70	466
Marlin	ILN	F406614	S/A, REAR BAND SWIVEL STUD	1,554
Marlin	ILN	F406615	S/A, REC/TGP 95CB 45-70	400
Marlin	ILN	F406616	S/A, BUTTSTOCK HARDWOOD, 336W/A	2,000
Marlin	ILN	F406617	S/A, FOREARM TIP SWIVEL	616
Marlin	ILN	F406618	S/A, REC/TGP 1895XLR	809
Marlin	ILN	F406621	S/A STOCK 410 XLR	178
Marlin	ILN	F406635	S/A, BUTTSTOCK 1894	1,704
Marlin	ILN	F406644	S/A, REC/TGP/BB 94CB44	197
Marlin	ILN	F406646	T.G.P., MARLIN, ASSEMBLY, 1894	514
Marlin	ILN	F406647	S/A, REC/TGP/BB 94CB45	12
Marlin	ILN	F406648	BUTTSTOCK, LVRACT, TEXAS, NO CHKR, WALNT	889
Marlin	ILN	F406651	S/A, REC/TGP/BB 94CB357	193
Marlin	ILN	F406654	S/A, REC/TGP/BB 94SS-357	209
Marlin	ILN	F406655	S/A, F.A.TIP SWIVEL BASE -PLATED	1,019
Marlin	ILN	F406658	S/A, SIGHT BASE ONLY (BLUED)	2,488
Marlin	ILN	F406759	BOLT, BREECH 94SS-44 after HT	10
Marlin	ILN	F406761	BOLT, BREECH 94SS-357 after HT	83
Marlin	ILN	F406763	1894 CSBL 357MAG 16.5" BBL	276
Marlin	ILN	F406765	1894 SBL 44 REM MAG 16.5" BBL	299
Marlin	ILN	F406771	1894 SBL MAG TUBE	323
Marlin	ILN	F406795	HAMMER FOR PLATE	800
Marlin	ILN	F406804	BREECH BOLT 30-30 FOR PLATE	299
Marlin	ILN	F406807	BREECH BOLT 45-70 FOR PLATE	910
Marlin	ILN	F406809	SAFETY, PUSH BUTTON FOR PLATE	2,989
Marlin	ILN	F406812	1895 EXTRACTOR FOR PLATE	1,000

Marlin	ILN	F406842	S/A, F.A.TIP SWIVEL BASE FOR PLATE	254
Marlin	ILN	F406854	S/A, STK ASSB 336/1895/308/444 XLR'S	1,406
Marlin	ILN	F406855	S/A STOCK ASSB 336BL	96
Marlin	ILN	F406857	S/A, BUTTSTOCK ASSB 336C,95,444,308,338	651
Marlin	ILN	F406858	S/A, BUTTSTOCK ASSB 1895G	94
Marlin	ILN	F406860	S/A, BUTTSTOCK ASSB HARDWOOD, 336W/A	77
Marlin	ILN	F406861	S/A STOCK ASSB 410 XLR	207
Marlin	ILN	F406865	S/A, BUTTSTOCK ASSB 1894	176
Marlin	ILN	F406890	S/A, BUTTSTOCK HARDWOOD, 336Y	19
Marlin	ILN	F406892	FOREARM, 336Y HARDWOOD	178
Marlin	ILN	F406893	BARREL, MODEL 336C 30-30 16.25"	29
Marlin	ILN	F406904	RECEIVER, 44 1894SS @ HT	15
Marlin	ILN	F406913	S/A REAR SIGHT BS/SLIDE PLATED	493
Marlin	ILN	F406918	S/A, REC/TGP/BB 94SBL	70
Marlin	ILN	F406919	BUTTSTOCK ASSB HARDWOOD, 336Y	215
Marlin	ILN	F406925	SAFETY, PUSH BUTTON FINISHED	2,734
Marlin	ILN	F406927	1895 TEXAS TRIGGER GUARD PLATE	8
Marlin	ILN	F406933	FRONT SIGHT INSERT - BRASS BLACKENED	4,082
Marlin	ILN	F407255	336/94 336C SPS MAG TUBE 19.265"	677
Marlin	ILN	F407257	336Y SPS MAG TUBE 15.565"	210
Marlin	ILN	F407258	M/336W SPS - 30 Cal Barrel - 20"	605
Marlin	ILN	F407260	M/336Y SPS - 30 Cal Barrel - 16.25"	473
Marlin	ILN	F407261	LEVER, FINGER SPS 336	608
Marlin	ILN	F407262	SUB ASSM REC TGP 336 SPS	149
Marlin	ILN	F407263	BREECH BOLT 30-30 SPS	117
Marlin	ILN	F408216	FRONT SIGHT INSERT FILED	1,642
Marlin	ILN	F408217	FRONT SIGHT INSERT FILED	11,435
Marlin	ILN	F409859	MARLIN REAR FIRING PIN BLACK	5,904
Marlin	ILN	F410162	LEVER, FINGER (1894) BIG LOOP SS	474
Marlin	ILN	F410164	LEVER, FINGER (1894) BIG LOOP CRB	50
Marlin	ILN	F410238	M1894 - 44 MAG CARRIER ASSB	623
Marlin	ILN	F410239	M1894 - 357 MAG CARRIER ASSB	843
Marlin	ILN	F410597	TUBE, MAGAZINE, 1895 LTD	8
Marlin	ILN	F410664	M/1894 PISTOL GRIP TRIGGER GUARD PLATE	1,696
Marlin	ILN	F410665	M/1894SS PISTOL GRIP TRIGGER GUARD PLATE	99
Marlin	ILN	F411022	BARREL 1895 45/70 18.5"	122
Marlin	ILN	F411023	BARREL, 1895CB 45/70 26	107
Marlin	ILN	F411025	BARREL 1894CB-357 20" OCT.	120
Marlin	ILN	F411026	BARREL 1894CB-44 MAG 20" OC	37
Marlin	ILN	F411027	BARREL 1894CB-45LC-20"	44
Marlin	ILN	F413482	SUB ASSY REC TGP 1895 WWG TO POLISH	166
Marlin	ILN	F413483	TIP, FOREARM 1895 LTD SW	158
Marlin	ILN	F414313	Forearm Tip 1895 LTD	650

Marlin	ILN	F414315	1895 LTD Forearm Tip - Vendor Machined	191
Marlin	ILN	F414316	S/A FOREARM TIP - VENDOR MACHINED	6
Marlin	ILN	F414317	FOREARM TIP-VENDOR MACHINED	21
Marlin	ILN	F415187	1894 S/A, STOCK ASSB LIMITED EDITION	214
Marlin	ILN	F415210	FOREARM 1895CB/1895CBA/1894CB CHK C WAL.	1
Marlin	ILN	F415221	BREECH BOLT 444 PLATED	80
Marlin	ILN	F415243	Breech Bolt 444	74
Marlin	ILN	F415473	PLUG, MAGAZINE TUBE 1894, 357 NI PLATED	652
Marlin	ILN	F415485	1894 SBL MAG TUBE SS 15.260"	271
Marlin	ILN	F415647	FOREARM, 1894/308MX (LEX)	639
Marlin	ILN	F415649	FOREARM, 336W/30AW (LEX)	2,625
Marlin	ILN	F415650	FOREARM 1895CB/1895CBA/1894CB (LEX)	606
Marlin	ILN	F415651	FOREARM, 336BL BROWN LAM. W/CAP (LEX)	565
Marlin	ILN	F415652	FOREARM 336/336SS (LEX)	3,559
Marlin	ILN	F415653	FOREARM, 336XLR/308XLR GREYLAM (LEX)	1,198
Marlin	ILN	F415654	FOREARM, 1895XLR/444XLR GREY LAM (LEX)	1,878
Marlin	ILN	F415655	FOREARM 95, 444 (LEX)	2,509
Marlin	ILN	F415656	FOREARM 410 XLR BROWN LAMINATE (LEX)	1,221
Marlin	ILN	F415661	FOREARM, 1894C-1894CSS 357 (LEX)	1,225
Marlin	ILN	F415662	FOREARM, 336Y HARDWOOD (LEX)	307
Marlin	ILN	F416011	1894 .357 S/A FOREARMTIP VENDOR MACHINED	46
Marlin	ILN	F416013	1894 .357 FOREARM TIP PLATED	285
Marlin	ILN	F416020	1895 S/A BUTTSTOCK ASSY NO CHECKERING	5,166
Marlin	ILN	F416021	S/A BUTTSTOCK 336/1895/444/308 HARDWOOD	6,642
Marlin	ILN	F416023	1895XLR/444XLR FOREARM ASSY UNCKRD WOOD	4,477
Marlin	ILN	F416159	S/A, BUTTSTOCK ASSB 1894CB	386
Marlin	ILN	F416407	1895XLR/444XLR FOREARM (NO CHECKERING)	2,734
Marlin	ILN	F416537	1894 BREECH BOLT M 44 - SS TUMBLED	143
Marlin	ILN	F416538	1894 BREECH BOLT M 357 - SS TUMBLED	27
Marlin	ILN	F416555	336 REC TGP SUB ASSY POLISH ENGR TDL CPT	232
Marlin	ILN	F416558	336 S/A Buttstock Texan Deluxe Satin	25
Marlin	ILN	F416559	336 FOREARM TEXAN DELUXE SATIN	134
Marlin	ILN	F416560	MARLIN 336 TDL 30 CAL BBL 20"	31
Marlin	ILN	F416598	MARLIN, TEXAS DLX, STK ASSY, LEX. LEVEL	174
Marlin	ILN	F416674	M/336WBL - 30 Cal BBL - 20"	57
Marlin	ILN	F416740	336BL MAG TUBE SPS	32
Marlin	ILN	F416748	1895TSBL 45-70 GOVT 16.5" BBL	285
Marlin	ILN	F416749	FOREARM ASSB BLACK/BLACK FINISH HARDWOOD	1,029
Marlin	ILN	F416750	1895 TSBL MAG TUBE 15.446"	356
Marlin	ILN	F416757	336/1895/444/308 STK ASSB BLK/BLK HWOOD	2,116
Marlin	ILN	F416758	1895 SBL FINGER LEVER SATIN (SS)	384
Marlin	ILN	F416759	1895, SUB ASSB REC TGP SS SATIN	299
Marlin	ILN	F416760	MARLIN REAR SIGHT BASE FILLER BLACK ASSB	470

Marlin	ILN	F416812	BASE, REAR SIGHT FILLER	537
Marlin	ILN	F416859	1894CST 357MAG/38SPL 16.5" SATIN TH BBL	173
Marlin	ILN	F417036	S/A, F.A.TIP .357 1894 SWIVEL BASE BO	275
Marlin	ILN	F417037	S/A, REC/TGP/BB 94SS-357 SATIN	316
Marlin	ILN	F417038	1894 SBL Mag Tube SS 15.260" Satin	278
Marlin	ILN	F417041	LEVER, FINGER (1894) BIG LOOP SS SATIN	211
Marlin	ILN	F417042	FE ASSY, 336 TIP STYLE MARLIN (NO CHCKR)	3,579
Marlin	ILN	F417043	FE ASSY, 336 TIP STYLE BLK/BLK- NO CHECK	720
Marlin	ILN	F417044	FE ASSB 336 TIP STYLE BLACK/BLACK FINISH	754
Marlin	ILN	F417162	BREECH BOLT 45-70 SPS	736
Marlin	ILN	F417171	BIRDSHEAD PISTOL GRIP STOCK	1,681
Marlin	ILN	F417178	EXTRACTOR, 1894 357	1,074
Marlin	ILN	F417179	EXTRACTOR, 1894 SS 357 FOR PLATE	1,240
Marlin	ILN	F417200	EXTRACTOR, 1894 SS 357 PLATED	993
Marlin	ILN	F417413	357 OCTAGON FOREARM TIP	162
Marlin	ILN	F417817	MARLIN 444 LOADING SPRING, B.O.	1,138
Marlin	ILN	F417967	S/A, BUTTSTOCK ASSB 336 CURLY MAPLE	207
Marlin	ILN	F417968	336 FOREARM,CURLY MAPLE,CK HIGH FINISH	75
Marlin	ILN	F418231	336 CURLY MAPLE BUTTSTOCK, LEX. LEVEL	613
Marlin	ILN	F418579	M/336D TH BBL - 30 CAL - 16.25"	66
Marlin	ILN	F418580	336 DSMP MAG TUBE 14.490"	69
Marlin	ILN	F418581	336 DSMP SUB ASSB REC TGP	56
Marlin	ILN	F418585	336 S/A, FOREARM TIP SWIVEL BASE DSMP	112
Marlin	ILN	F418589	M/1895D TH BBL - 45/70 GOVT - 16.25"	898
Marlin	ILN	F418590	1895 DSMP MAG TUBE 14.869"	1,340
Marlin	ILN	F418591	1895 45/70 DSMP SUB ASSB REC TGP	1,528
Marlin	ILN	F418668	336/1895 DSMP WRAPPED FINGER LEVER	1,171
Marlin	ILN	F418669	1894 DSMP WRAPPED FINGER LEVER	600
Marlin	ILN	F418725	S/A, BUTTSTOCK ASSB CURLY MAPLE, HGH FIN	49
Marlin	ILN	F418726	1894 FOREARM CURLY MAPLE CK HIGH FINISH	326
Marlin	ILN	F418744	1894 CURLY MAPLE BUTTSTOCK, LEX. LEVEL	36
Marlin	ILN	F418752	DSMP, S/A BUTTSTOCK ASSY,NO CK, ILN SAND	23
Marlin	ILN	F418838	444/1895 S/A, F/A TIP SWIVEL BASE DSMP	214
Marlin	ILN	F418872	1895 FOREARM CURLY MAPLE CK HIGH FINISH	241
Marlin	ILN	F418873	1895 FOREARM W/CAP GREEN W/BLACK WEB	517
Marlin	ILN	F418883	S/A, BUTTSTOCK ASSB, GRN W/ BLK WEBBING	7
Marlin	ILN	F419007	FOREARM, MODEL 444 150TH SATIN C GRADE	380
Marlin	ILN	F419008	444 150TH BUTTSTOCK ASSB, S/A-LEX LEVEL	239
Marlin	ILN	F419010	S/A, BUTTSTOCK ASSB, 444 150TH COMPLETE	197
Marlin	ILN	F419011	M/444D TH BBL - 444 CAL - 16.25"	277
Marlin	ILN	F419012	444 DSMP SUB ASSY REC TGP	110
Marlin	ILN	F419013	444 DSMP MAG TUBE 14.495"	381
Marlin	ILN	F419027	M/444 150TH 444 CAL OCTAROUND BBL 24"	91

Marlin	ILN	F419028	EJECTOR, 410	222
Marlin	ILN	F419031	FINGER LEVER, MARLIN, 150TH ENGRAVED	26
Marlin	ILN	F419040	M444 S/A REC/TGP 150TH ENGRAVED CPT	168
Marlin	ILN	F419042	S/A, REC/TGP 444 150TH TO ENGRAVE	225
Marlin	ILN	F419046	BREECH BOLT 444 SPS	239
Marlin	ILN	F419109	M/1894D TH BBL - .357 CAL - 16.5"	337
Marlin	ILN	F419110	94MP357 DSMP SUB ASSY REC/TGP/BB	80
Marlin	ILN	F419112	1894 357 S/A, F/A TIP SWIVEL BASE DSMP	415
Marlin	ILN	F419113	357 DSMP MAG TUBE 15.260"	475
Marlin	ILN	F419130	TUBE, MAGAZINE - 444 150TH 22.921"	64
Marlin	ILN	F419131	FINGER LEVER, MARLIN, 150TH ENGRAVED BO	345
Marlin	ILN	F419132	LEVER, FINGER MARLIN 150TH TO ENGRAVE	90
Marlin	ILN	F419135	444 BREECH BOLT 150TH ENGRAVED PLATED	214
Marlin	ILN	F419231	44 DSMP MAG TUBE 15.260"	225
Marlin	ILN	F419261	THREAD PROTECTOR 11/16-24, BLACK OXIDE	1,962
Marlin	ILN	F419262	THREAD PROTECTOR 1/2-28, BLACK OXIDE	901
Marlin	ILN	F419263	THREAD PROTECTOR .578-28, BLACK OXIDE	544
Marlin	ILN	F419351	M/1894D TH BBL - 44 CAL - 16.5"	293
Marlin	ILN	F419411	1895CT 410 BARREL 22"	59
Marlin	ILN	F419430	336C COMPACT BUTTSTOCK ASSY, ILN	53
Marlin	ILN	F419431	336C COMPACT MAG TUBE 15.565"	149
Marlin	ILN	F419435	REC/TGP ASSY, 1895CB, COLOR CASE	3
Marlin	ILN	F419437	TIP ASSY, FOREARM, COLOR CASE	28
Marlin	ILN	F419439	LEVER, FINGER 95CB COLOR CASE	28
Marlin	ILN	F419451	BARREL, 1895 CB, 24" 45-70 GOV'T	27
Marlin	ILN	F419456	M/1894C BBL - 357 CAL - 20"	189
Marlin	ILN	F419457	S/A, REC/TGP/BB 1894C PG	96
Marlin	ILN	F419472	336 COMPACT FOREARM, BANDED, CKRD, ILN	163
Marlin	ILN	F419479	336 COMPACT FOREARM, LEX LEVEL	1,431
Marlin	ILN	F419480	336 S/A COMPACT BUTTSTOCK, LEX. LEVEL	603
Marlin	ILN	F419485	MAG TUBE 19.095", 1894 357 TIP/BAND	107
Marlin	ILN	F419490	S/A BUTTSOTCK ASSY, TEXAS C-GRADE, LEX	28
Marlin	ILN	F419494	BREECH BOLT 410 FOR PLATE	506
Marlin	ILN	F419495	410 BREECH BOLT, 1895, PLATED	109
Marlin	ILN	F419512	S/A BUTTSTOCK ASSY TEXAS NO CK C-GR CPT	18
Marlin	ILN	F419514	336 FOREARM BLACK W/GRAY FINISH, COMP.	536
Marlin	ILN	F419515	M/336 SS TH BBL - 30 CAL, SATIN, 20"	200
Marlin	ILN	F419516	S/A, STOCK ASSB, BLK W/GRAY FINISH, COMP	782
Marlin	ILN	F419517	336, SUB ASSB REC TGP SS SATIN	218
Marlin	ILN	F419524	FINGER LEVER, 1895 SATIN W/ BLK/GRY WRAP	147
Marlin	ILN	F419525	THD PROTECTOR, 5/8 24 - PLATED	219
Marlin	ILN	F419526	S/A, REC/TGP/BB, 94MP44	162
Marlin	ILN	F419533	410 FIRING PIN BLACK OXIDE	797

Marlin	ILN	F419546	MAG TUBE 18.486", 336SS, SATIN	225
Marlin	ILN	F419566	FINGER LEVER, 336 SPS W/ BLACK WRAP	85
Marlin	ILN	F419567	M/410D CT BARREL - 18.5"	21
Marlin	ILN	F419569	410 DSMP MAG TUBE 13.770"	509
Marlin	ILN	F419699	THREAD PROTECTOR, 11/16-24,SMOOTH, SS	288
Marlin	ILN	F419700	THREAD PROTECTOR,11/16-24,SMOOTH, BLK OX	114
Marlin	ILN	F419701	M/1895TH BARREL - 45-70 GOVT - 19.12"	33
Marlin	ILN	F419702	M/1895SS TH BARREL - 45-70 GOVT - 19.12"	3
Marlin	ILN	F419705	410 DSMP SUB ASSY REC TGP	90
Marlin	OHL	F406314	HAMMER SPUR-PLATED	994
Marlin	OHL	F406913	S/A REAR SIGHT BS/SLIDE PLATED	3
Marlin	ARM	70400	1894 44REM MAG/44S&W 20" WALNUT-SG	12
Marlin	ARM	70410	1894C 357MAG/38SPL 18.5" WALNUT-SG	6
Marlin	ARM	70412	1894 DARK 357MAG/38SPL TH-B 16.5"	7
Marlin	ARM	70432	1894SBL 44 R.MAG/44S&W 16.5" LAM-STSL	3
Marlin	ARM	70433	1894CSBL 357 MAG 16.5" LAM-STSL	4
Marlin	ARM	70438	1894SS 357MAG/38SPL TH-MZ 16.5"	3
Marlin	ARM	70440	1894CB 357MAG/38SPL 20" WALNUT-SG	3
Marlin	ARM	70442	1894CB 44MAG/44SPL 20" WALNUT-SG	4
Marlin	ARM	70444	1894CB 45 COLT 20" WALNUT-SG	8
Marlin	ARM	70445	1894-45LC 45 LONG COLT 20" WALNUT	2
Marlin	ARM	70450	1895TSBL TRAPPER 45-70 GOVT 16.5"	4
Marlin	ARM	70454	1895ABL 45-70 GOVT 18.5" GRY/BLK-LAM	1
Marlin	ARM	70455	1895 DARK 45-70 GOVT TH-B 16.25"	7
Marlin	ARM	70456	1895GBL 45-70 GOVT 18.5" BROWN-LAM PG	3
Marlin	ARM	70460	1895 45-70 GOVT 22" WALNUT-PG	6
Marlin	ARM	70462	1895G 45-70 GOVT 18.5" WALNUT-SG	4
Marlin	ARM	70464	1895GS 45-70 GOVT 18.5" WALNUT-SG STSL	3
Marlin	ARM	70467	1895 45-70 GOVT 24" WALNUT LTD-ED	1
Marlin	ARM	70478	1895SBL 45-70 GOVT 18" LAM STSL	6
Marlin	ARM	70480	1895CB 45-70 GOVT 26" WALNUT-SG	1
Marlin	ARM	70491	308MXLR 308 MARLIN EXP 24" LAM-PG STSL	5
Marlin	ARM	70493	338MXLR 338 MARLIN EXP 24" LAM STSL	3
Marlin	ARM	70497	336 DARK 30-30 WIN TH-B 16.25"	1
Marlin	ARM	70502	336BL 30-30 WIN 18-1/2" BROWM-LAM PG	4
Marlin	ARM	70504	336C 30-30 WIN 20" WALNUT-PG	2
Marlin	ARM	70506	336C 35 REM 20" WALNUT-PG	2
Marlin	ARM	70518	336W 30-30 WIN 20" LAM.STOCK W/BIG LEVER	1
Marlin	ARM	70519	336W 30-30 WIN 20" ODGREEN&BLACK WEBBING	2
Marlin	ARM	70520	336W 30-30 WIN 20" HDWD-PG	14
Marlin	ARM	70521	336W 30-30 WIN 20" HDWD-PG W/SCOPE	4
Marlin	ARM	70530	336XLR 30-30 WIN 24" LAM-PG STSL	1
Marlin	ARM	70534	336TDL TEXAN DELUXE 30-30 WIN 20" WALNUT	2

Marlin	ARM	70540	444 444 MARLIN 22" WALNUT-PG	21
Marlin	ARM	70550	444 MARLIN 24" 150TH ANNIVERSARY	4
Marlin	ARM	70600	39A 22S;L;LR 24" WALNUT-PG	1
Marlin	ILN	70330	1895 410/22 (.410 BORE)	6
Marlin	ILN	70400	1894 44REM MAG/44S&W 20" WALNUT-SG	4
Marlin	ILN	70404	1894 DARK 44 REM MAG TH-B 16.5"	99
Marlin	ILN	70407	1894C 357MAG/38SPL 20" C.MAPLE (TALO)	1
Marlin	ILN	70410	1894C 357MAG/38SPL 18.5" WALNUT-SG	1
Marlin	ILN	70412	1894 DARK 357MAG/38SPL TH-B 16.5"	19
Marlin	ILN	70432	1894SBL 44 R.MAG/44S&W 16.5" LAM-STSL	41
Marlin	ILN	70433	1894CSBL 357 MAG 16.5" LAM-STSL	24
Marlin	ILN	70438	1894SS 357MAG/38SPL TH-MZ 16.5"	5
Marlin	ILN	70440	1894CB 357MAG/38SPL 20" WALNUT-SG	1
Marlin	ILN	70444	1894CB 45 COLT 20" WALNUT-SG	5
Marlin	ILN	70455	1895 DARK 45-70 GOVT TH-B 16.25"	1
Marlin	ILN	70460	1895 45-70 GOVT 22" WALNUT-PG	4
Marlin	ILN	70464	1895GS 45-70 GOVT 18.5" WALNUT-SG STSL	152
Marlin	ILN	70478	1895SBL 45-70 GOVT 18" LAM STSL	44
Marlin	ILN	70485	1895GBL 45-70 GOVT TH-MZ 18.5" LAM PG	2
Marlin	ILN	70487	1895SBL 45-70 GOVT TH-MZ 18.5" LAM STSL	2
Marlin	ILN	70497	336 DARK 30-30 WIN TH-B 16.25"	258
Marlin	ILN	70502	336BL 30-30 WIN 18-1/2" BROWM-LAM PG	74
Marlin	ILN	70504	336C 30-30 WIN 20" WALNUT-PG	36
Marlin	ILN	70505	336C 30-30 WIN 20" WALNUT W/SCOPE	25
Marlin	ILN	70520	336W 30-30 WIN 20" HDWD-PG	3
Marlin	ILN	70524	336Y 30-30 WIN COMPACT 16.25" HDWD-PG	1
Marlin	ILN	70525	336C 30-30 WIN COMPACT 16.25" WALNUT	3
Marlin	ILN	70534	336TDL TEXAN DELUXE 30-30 WIN 20" WALNUT	1
Marlin	ILN	70540	444 444 MARLIN 22" WALNUT-PG	2
Marlin	ILN	70543	444 DARK 444 MARLIN TH-B 16.25"	3
Marlin	ILN	70550	444 MARLIN 24" 150TH ANNIVERSARY	2
Marlin	OHL	70400	1894 44REM MAG/44S&W 20" WALNUT-SG	42
Marlin	OHL	70404	1894 DARK 44 REM MAG TH-B 16.5"	130
Marlin	OHL	70410	1894C 357MAG/38SPL 18.5" WALNUT-SG	67
Marlin	OHL	70412	1894 DARK 357MAG/38SPL TH-B 16.5"	125
Marlin	OHL	70432	1894SBL 44 R.MAG/44S&W 16.5" LAM-STSL	36
Marlin	OHL	70433	1894CSBL 357 MAG 16.5" LAM-STSL	97
Marlin	OHL	70438	1894SS 357MAG/38SPL TH-MZ 16.5"	15
Marlin	OHL	70440	1894CB 357MAG/38SPL 20" WALNUT-SG	28
Marlin	OHL	70444	1894CB 45 COLT 20" WALNUT-SG	20
Marlin	OHL	70450	1895TSBL TRAPPER 45-70 GOVT 16.5"	5
Marlin	OHL	70451	1895 410/22 (.410 BORE) CT	3
Marlin	OHL	70455	1895 DARK 45-70 GOVT TH-B 16.25"	1

Marlin	OHL	70456	1895GBL 45-70 GOVT 18.5" BROWN-LAM PG	15
Marlin	OHL	70460	1895 45-70 GOVT 22" WALNUT-PG	272
Marlin	OHL	70462	1895G 45-70 GOVT 18.5" WALNUT-SG	8
Marlin	OHL	70464	1895GS 45-70 GOVT 18.5" WALNUT-SG STSL	55
Marlin	OHL	70478	1895SBL 45-70 GOVT 18" LAM STSL	220
Marlin	OHL	70480	1895CB 45-70 GOVT 26" WALNUT-SG	22
Marlin	OHL	70484	1895WWG 45-70 GOVT 18.5-NO STOCK or F/E	3
Marlin	OHL	70485	1895GBL 45-70 GOVT TH-MZ 18.5" LAM PG	134
Marlin	OHL	70487	1895SBL 45-70 GOVT TH-MZ 18.5" LAM STSL	210
Marlin	OHL	70497	336 DARK 30-30 WIN TH-B 16.25"	175
Marlin	OHL	70504	336C 30-30 WIN 20" WALNUT-PG	5
Marlin	OHL	70505	336C 30-30 WIN 20" WALNUT W/SCOPE	1
Marlin	OHL	70518	336W 30-30 WIN 20" LAM.STOCK W/BIG LEVER	2
Marlin	OHL	70519	336W 30-30 WIN 20" ODGREEN&BLACK WEBBING	14
Marlin	OHL	70520	336W 30-30 WIN 20" HDWD-PG	35
Marlin	OHL	70525	336C 30-30 WIN COMPACT 16.25" WALNUT	60
Marlin	OHL	70530	336XLR 30-30 WIN 24" LAM-PG STSL	30
Marlin	OHL	70534	336TDL TEXAN DELUXE 30-30 WIN 20" WALNUT	1
Marlin	OHL	70540	444 444 MARLIN 22" WALNUT-PG	5
Marlin	OHL	70543	444 DARK 444 MARLIN TH-B 16.25"	31
Marlin	OHL	70550	444 MARLIN 24" 150TH ANNIVERSARY	3
Marlin	HSV	70330	1895 410/22 (.410 BORE)	12
Marlin	HSV	70400	1894 44REM MAG/44S&W 20" WALNUT-SG	2
Marlin	HSV	70404	1894 DARK 44 REM MAG TH-B 16.5"	3
Marlin	HSV	70410	1894C 357MAG/38SPL 18.5" WALNUT-SG	3
Marlin	HSV	70412	1894 DARK 357MAG/38SPL TH-B 16.5"	17
Marlin	HSV	70433	1894CSBL 357 MAG 16.5" LAM-STSL	1
Marlin	HSV	70438	1894SS 357MAG/38SPL TH-MZ 16.5"	4
Marlin	HSV	70440	1894CB 357MAG/38SPL 20" WALNUT-SG	2
Marlin	HSV	70450	1895TSBL TRAPPER 45-70 GOVT 16.5"	1
Marlin	HSV	70451	1895 410/22 (.410 BORE) CT	10
Marlin	HSV	70455	1895 DARK 45-70 GOVT TH-B 16.25"	3
Marlin	HSV	70456	1895GBL 45-70 GOVT 18.5" BROWN-LAM PG	1
Marlin	HSV	70460	1895 45-70 GOVT 22" WALNUT-PG	1
Marlin	HSV	70462	1895G 45-70 GOVT 18.5" WALNUT-SG	1
Marlin	HSV	70480	1895CB 45-70 GOVT 26" WALNUT-SG	2
Marlin	HSV	70483	1895GSBL SS 45-70 GOVT 18.5"	4
Marlin	HSV	70502	336BL 30-30 WIN 18-1/2" BROWM-LAM PG	1
Marlin	HSV	70521	336W 30-30 WIN 20" HDWD-PG W/SCOPE	4
Marlin	HSV	70522	336WTE TEXAS EDITION 30-30 WIN 20" HDWD	1
Marlin	HSV	70525	336C 30-30 WIN COMPACT 16.25" WALNUT	4
Marlin	HSV	70527	336C 30-30 WIN 20" CURLY MAPLE	2
Marlin	HSV	70540	444 444 MARLIN 22" WALNUT-PG	4

Marlin	ILN	1894 357 S/A, F/A TIP SWIVEL BASE DSMP
Marlin	ILN	1894 44REM MAG/44S&W 20" WALNUT-SG
Marlin	ILN	1894 BREECH BOLT (357)
Marlin	ILN	1894 BREECH BOLT 44
Marlin	ILN	1894 CSBL 357MAG 16.5" BBL
Marlin	ILN	1894 DARK 357MAG/38SPL TH-B 16.5"
Marlin	ILN	1894 DARK 44 REM MAG TH-B 16.5"
Marlin	ILN	1894 DSMP WRAPPED FINGER LEVER
Marlin	ILN	1894 FOREARM CURLY MAPLE CK HIGH FINISH
Marlin	ILN	1894 SBL MAG TUBE SS 15.260"
Marlin	ILN	1894 SS BREECH BOLT(357)
Marlin	ILN	1894-45LC 45 LONG COLT 20" WALNUT
Marlin	ILN	1894C 357MAG/38SPL 18.5" WALNUT-SG
Marlin	ILN	1894C 357MAG/38SPL 20" C.MAPLE (TALO)
Marlin	ILN	1894C BBL 357 CAL 18.5"
Marlin	ILN	1894C BBL 44 REM MAG 20"
Marlin	ILN	1894CB 357MAG/38SPL 20" WALNUT-SG
Marlin	ILN	1894CB 44MAG/44SPL 20" WALNUT-SG
Marlin	ILN	1894CSBL 357 MAG 16.5" LAM-STSL
Marlin	ILN	1894CST 357MAG/38SPL 16.5" SATIN TH BBL
Marlin	ILN	1894SBL 44 R.MAG/44S&W 16.5" LAM-STSL
Marlin	ILN	1894SS 357MAG/38SPL TH-MZ 16.5"
Marlin	ILN	1895 45/70 DSMP SUB ASSB REC TGP
Marlin	ILN	1895 45-70 GOVT 22" WALNUT-PG
Marlin	ILN	1895 BBL CLASSIC 45-70 GOVT 22"
Marlin	ILN	1895 DARK 45-70 GOVT TH-B 16.25"
Marlin	ILN	1895 DSMP MAG TUBE 14.869"
Marlin	ILN	1895 EXTRACTOR FOR PLATE
Marlin	ILN	1895 GS BBL 45-70 GOVT 18.5"
Marlin	ILN	1895 S/A BUTTSTOCK ASSY NO CHECKERING
Marlin	ILN	1895 SBL BBL 45-70 GOVT 18.5"
Marlin	ILN	1895 SBL FINGER LEVER SATIN (SS)
Marlin	ILN	1895 SS TEXAS TRIGGER GUARD PLATE
Marlin	ILN	1895 TEXAS TRIGGER GUARD PLATE
Marlin	ILN	1895, SUB ASSB REC TGP SS SATIN
Marlin	ILN	1895CB 45-70 GOVT 26" WALNUT-SG
Marlin	ILN	1895CBA 45-70 GOVT 18.5" WALNUT-PG
Marlin	ILN	1895CT 410 BARREL 22"
Marlin	ILN	1895G BBL 45-70 GOVT 18.5
Marlin	ILN	1895G 45-70 GOVT 18.5" WALNUT-SG
Marlin	ILN	1895GBL 45-70 GOVT 18.5" BROWN-LAM PG
Marlin	ILN	1895GBL 45-70 GOVT TH-MZ 18.5" LAM PG
Marlin	ILN	1895GBL BBL 45-70 GOVT 18.5

Marlin	ILN	1895GS 45-70 GOVT 18.5" WALNUT-SG STSL
Marlin	ILN	1895MR BBL 410 22"
Marlin	ILN	1895SBL 45-70 GOVT 18" LAM STSL
Marlin	ILN	1895SBL 45-70 GOVT TH-MZ 18.5" LAM STSL
Marlin	ILN	1895TSBL 45-70 GOVT 16.5" BBL
Marlin	ILN	1895TSBL TRAPPER 45-70 GOVT 16.5"
Marlin	ILN	1895XLR/444XLR FOREARM ASSY UNCKRD WOOD
Marlin	ILN	336 COMPACT FOREARM, LEX LEVEL
Marlin	ILN	336 CURLY MAPLE BUTTSTOCK, LEX. LEVEL
Marlin	ILN	336 DARK 30-30 WIN TH-B 16.25"
Marlin	ILN	336 DSMP MAG TUBE 14.490"
Marlin	ILN	336 FOREARM BLACK W/GRAY FINISH, COMP.
Marlin	ILN	336 FOREARM,CURLY MAPLE,CK HIGH FINISH
Marlin	ILN	336 S/A Buttstock Texan Deluxe Satin
Marlin	ILN	336 S/A, FOREARM TIP SWIVEL BASE DSMP
Marlin	ILN	336 SS BARREL, 30 CAL - 20"
Marlin	ILN	336, SUB ASSB REC TGP SS SATIN
Marlin	ILN	336/1895 DSMP WRAPPED FINGER LEVER
Marlin	ILN	336/94 336C SPS MAG TUBE 19.265"
Marlin	ILN	336BL 30-30 WIN 18-1/2" BROWM-LAM PG
Marlin	ILN	336C 30-30 WIN COMPACT 16.25" WALNUT
Marlin	ILN	336C 30-30 WIN 20" CURLY MAPLE
Marlin	ILN	336C 30-30 WIN 20" WALNUT W/SCOPE
Marlin	ILN	336C 30-30 WIN 20" WALNUT-PG
Marlin	ILN	336C COMPACT BUTTSTOCK ASSY, ILN
Marlin	ILN	336SS 30-30 WIN 20" BL PAINTED STOCK&F/E
Marlin	ILN	336TDL TEXAN DELUXE 30-30 WIN 20" WALNUT
Marlin	ILN	336W 30-30 WIN 20" HDWD-PG
Marlin	ILN	336W 30-30 WIN 20" LAM.STOCK W/BIG LEVER
Marlin	ILN	357 DSMP MAG TUBE 15.260"
Marlin	ILN	410/35 REM DSMP WRAPPED FINGER LEVER
Marlin	ILN	444 444 MARLIN 22" WALNUT-PG
Marlin	ILN	444 150TH BUTTSTOCK ASSB, S/A-LEX LEVEL
Marlin	ILN	444 CAL BBL 22"
Marlin	ILN	444 DARK 444 MARLIN TH-B 16.25"
Marlin	ILN	444 DSMP MAG TUBE 14.495"
Marlin	ILN	444 DSMP SUB ASSY REC TGP
Marlin	ILN	444/1895 S/A, F/A TIP SWIVEL BASE DSMP
Marlin	ILN	94MP357 DSMP SUB ASSY REC/TGP/BB
Marlin	ILN	95,450,444,336 TRIGGER GUARD PLATE
Marlin	ILN	BAND, FRONT, L/A, BO
Marlin	ILN	BARREL 1894CB-357 20" OCT.
Marlin	ILN	BARREL 1894CB-44 MAG 20" OC

Marlin	ILN	BARREL 1895 45/70 18.5"
Marlin	ILN	BARREL, 1895CB 45/70 26
Marlin	ILN	BARREL, MODEL 336C 30-30 16.25"
Marlin	ILN	BASE FRONT RAMP SIGHT 336
Marlin	ILN	BASE, FRONT SIGHT
Marlin	ILN	BASE, FRONT SIGHT 60SB/981TS FOR PLATE
Marlin	ILN	BIRDSHEAD PISTOL GRIP STOCK
Marlin	ILN	BLOCK, TRIGGER SAFETY FOR PLATE
Marlin	ILN	BOLT, 1894 LOCKING (CAST)
Marlin	ILN	BOLT, 336 LOCKING (CAST)
Marlin	ILN	BOLT, BREECH 45
Marlin	ILN	BREECH BOLT 30-30 FOR PLATE
Marlin	ILN	BREECH BOLT 30-30 SPS
Marlin	ILN	BREECH BOLT 30-30 XLR FLUTED
Marlin	ILN	BREECH BOLT 35 REM FOR PLATE
Marlin	ILN	Breech Bolt 444
Marlin	ILN	BREECH BOLT 444 SPS
Marlin	ILN	BREECH BOLT 45-70 FOR FNC
Marlin	ILN	BREECH BOLT 45-70 FOR PLATE
Marlin	ILN	BREECH BOLT 45-70 SPS
Marlin	ILN	BREECH BOLT 45-70 XLR FLUTED
Marlin	ILN	CARRIER 94-357
Marlin	ILN	CARRIER 94-44
Marlin	ILN	EJECTOR 39A/1897
Marlin	ILN	EXTRACTOR, 1894 SS 357 FOR PLATE
Marlin	ILN	EXTRACTOR, 45-70/338, B.O.
Marlin	ILN	EXTRACTOR, B.O
Marlin	ILN	EXTRACTOR, B.O.
Marlin	ILN	FE ASSY, 336 TIP STYLE MARLIN (NO CHCKR)
Marlin	ILN	FOREARM 336/336SS (LEX)
Marlin	ILN	FOREARM 410 XLR BROWN LAMINATE
Marlin	ILN	FOREARM 95, 444
Marlin	ILN	FOREARM 95, 444 (LEX)
Marlin	ILN	Forearm Tip 1895 LTD
Marlin	ILN	FOREARM TIP TENON 39A/1894
Marlin	ILN	FOREARM, 1895XLR/444XLR GREY LAM
Marlin	ILN	FOREARM, 1895XLR/444XLR GREY LAM (LEX)
Marlin	ILN	FOREARM, 336W/30AW
Marlin	ILN	FOREARM, 336W/30AW (LEX)
Marlin	ILN	FOREARM, 336XLR/308XLR GREYLAM
Marlin	ILN	FOREARM, MODEL 444 150TH SATIN C GRADE
Marlin	ILN	HAMMER BO
Marlin	ILN	HAMMER FOR PLATE

Marlin	ILN	LEAF, FOLDING 336
Marlin	ILN	LEAF, REAR SIGHT FOLDING: XT & M60
Marlin	ILN	LEVER, FINGER MARLIN 150TH TO ENGRAVE
Marlin	ILN	LEVER, FINGER (1894)
Marlin	ILN	LEVER, FINGER (1894) BIG LOOP SS
Marlin	ILN	LEVER, FINGER (1894) BIG LOOP SS SATIN
Marlin	ILN	LEVER, FINGER (36SS)
Marlin	ILN	LEVER, FINGER (95CB)
Marlin	ILN	LEVER, FINGER (95GS), STAINLESS
Marlin	ILN	LEVER, FINGER 1895GBL
Marlin	ILN	LEVER, FINGER 1895SBL (SS)
Marlin	ILN	LEVER, FINGER 336
Marlin	ILN	LEVER, FINGER 336DL
Marlin	ILN	LEVER, FINGER SPS 336
Marlin	ILN	Loading Spring 1895 GS & XLR FOR PLATE
Marlin	ILN	LOADING SPRING, 1894, B.O.
Marlin	ILN	LOADING SPRING, 1895, 45-70, B.O.
Marlin	ILN	LOADING SPRING, 1895M, 450M, B.O.
Marlin	ILN	LOADING SPRING, B.O.
Marlin	ILN	LOADING SPRING, NI PLATE
Marlin	ILN	M/1894D TH BBL - .357 CAL - 16.5"
Marlin	ILN	M/1894D TH BBL - 44 CAL - 16.5"
Marlin	ILN	M/1894SS PISTOL GRIP TRIGGER GUARD PLATE
Marlin	ILN	M/1895D TH BBL - 45/70 GOVT - 16.25"
Marlin	ILN	M/1895SS TH BARREL - 45-70 GOVT - 19.12"
Marlin	ILN	M/1895TH BARREL - 45-70 GOVT - 19.12"
Marlin	ILN	M/336 SS TH BBL - 30 CAL, SATIN, 20"
Marlin	ILN	M/336BL BARREL 30 CAL - 18"
Marlin	ILN	M/336D TH BBL - 30 CAL - 16.25"
Marlin	ILN	M/336W SPS - 30 Cal Barrel - 20"
Marlin	ILN	M/336WBL - 30 Cal BBL - 20"
Marlin	ILN	M/410D CT BARREL - 18.5"
Marlin	ILN	M/444 150TH 444 CAL OCTAROUND BBL 24"
Marlin	ILN	M/444D TH BBL - 444 CAL - 16.25"
Marlin	ILN	M1894 - 357 MAG CARRIER ASSB
Marlin	ILN	M1894 - 44 MAG CARRIER ASSB
Marlin	ILN	M444 S/A REC/TGP 150TH ENGRAVED CPT
Marlin	ILN	MAG TUBE STUD - BLUE 410/95/94/308/336
Marlin	ILN	MARLIN 336 TDL 30 CAL BBL 20"
Marlin	ILN	MARLIN 336 XLR BBL 30 CAL 24"
Marlin	ILN	MARLIN 336C 30 CAL BBL 20"
Marlin	ILN	MARLIN 35 REM BBL 20"
Marlin	ILN	MARLIN 444 LOADING SPRING, B.O.

Marlin	ILN	PIN, FRONT FIRING
Marlin	ILN	PLUG, MAGAZINE TUBE
Marlin	ILN	PLUNGER, CARRIER ROCKER FOR PLATE
Marlin	ILN	PLUNGER, FINGER LEVER
Marlin	ILN	PUSH BUTTON SAFETY ASSB
Marlin	ILN	RECEIVER 336
Marlin	ILN	RECEIVER 357
Marlin	ILN	RECEIVER 444P
Marlin	ILN	RECEIVER 94-44
Marlin	ILN	RECEIVER 94SS-44 FOR HEAT TREAT
Marlin	ILN	RECEIVER 95 45-70
Marlin	ILN	RECEIVER (SS) 95 FOR HEAT TREAT
Marlin	ILN	RECEIVER (SS) 336 FOR HEAT TREAT
Marlin	ILN	RECEIVER, 1895-450/410
Marlin	ILN	S/A STOCK 410 XLR
Marlin	ILN	S/A STOCK ASSB 410 XLR
Marlin	ILN	S/A BUTTSOTCK ASSY, TEXAS C-GRADE, LEX
Marlin	ILN	S/A BUTTSTOCK 336/1895/444/308 HARDWOOD
Marlin	ILN	S/A REAR SIGHT BS/SLIDE BEFORE PLATE
Marlin	ILN	S/A TGP (SS)
Marlin	ILN	S/A, BUTTSTOCK ASSB 1894CB
Marlin	ILN	S/A, BUTTSTOCK 336/1895/308/444 XLR'S
Marlin	ILN	S/A, BUTTSTOCK 336C,95,444,308,338
Marlin	ILN	S/A, BUTTSTOCK ASSB 1894
Marlin	ILN	S/A, BUTTSTOCK ASSB 1895G
Marlin	ILN	S/A, BUTTSTOCK ASSB 336 CURLY MAPLE
Marlin	ILN	S/A, BUTTSTOCK ASSB 336C,95,444,308,338
Marlin	ILN	S/A, BUTTSTOCK ASSB HARDWOOD, 336W/A
Marlin	ILN	S/A, BUTTSTOCK ASSB, 444 150TH COMPLETE
Marlin	ILN	S/A, BUTTSTOCK HARDWOOD, 336W/A
Marlin	ILN	S/A, F.A.TIP SWIVEL BASE FOR PLATE
Marlin	ILN	S/A, FOREARM TIP SWIVEL BASE
Marlin	ILN	S/A, REAR BAND
Marlin	ILN	S/A, REAR BAND SWIVEL STUD
Marlin	ILN	S/A, REC/TGP 1895 POLISH FOR COLOR CASE
Marlin	ILN	S/A, REC/TGP 336
Marlin	ILN	S/A, REC/TGP 444
Marlin	ILN	S/A, REC/TGP 444 150TH TO ENGRAVE
Marlin	ILN	S/A, REC/TGP 95 45-70
Marlin	ILN	S/A, REC/TGP 1895XLR
Marlin	ILN	S/A, REC/TGP 36SS
Marlin	ILN	S/A, REC/TGP 95CB 45-70
Marlin	ILN	S/A, REC/TGP 95MR 450/410

Marlin	ILN	S/A, REC/TGP/BB 94CB357
Marlin	ILN	S/A, REC/TGP/BB 94CB44
Marlin	ILN	S/A, REC/TGP/BB 94CB45
Marlin	ILN	S/A, REC/TGP/BB 94SBL
Marlin	ILN	S/A, REC/TGP/BB 94SS-357
Marlin	ILN	S/A, REC/TGP/BB 94SS-357 SATIN
Marlin	ILN	S/A, REC/TGP/BB, 94MP44
Marlin	ILN	S/A, SIGHT BASE ONLY (BLUED)
Marlin	ILN	S/A, SS REC/TGP 95GS
Marlin	ILN	S/A, STK ASSB 336/1895/308/444 XLR'S
Marlin	ILN	SAFETY, PUSH BUTTON FINISHED
Marlin	ILN	SAFETY, PUSH BUTTON FOR PLATE
Marlin	ILN	SEAR 36/95
Marlin	ILN	SPUR HAMMER FOR PLATE
Marlin	ILN	SPUR, HAMMER BLACK OXIDE
Marlin	ILN	SS SPRING, LOADING 357/44 FOR PLATE
Marlin	ILN	STRUT, HAMMER SPRING
Marlin	ILN	SUB ASSM REC TGP 336 SPS
Marlin	ILN	SUB ASSY REC TGP 1895 WWG TO POLISH
Marlin	ILN	T.G.P., MARLIN, ASSEMBLY, 1894
Marlin	ILN	TENON FOREARM TIP (OFFSET)
Marlin	ILN	TENON, FOREARM TIP
Marlin	ILN	TUBE, MAGAZINE - 444 150TH 22.921"
Marlin	ILN	TUBE, MAGAZINE 444 FINISHED (BULGE)
Marlin	ILN	TUBE, MAGAZINE (GS) 1895 (BULGE)
Marlin	ILN	TUBE, MAGAZINE 1895 (BULGE)
Marlin	ILN	TUBE, MAGAZINE 357C
Marlin	ILN	TUBE, MAGAZINE 38 SPECIAL
Marlin	ILN	TUBE, MAGAZINE OUTSIDE
Marlin	ILN	TUBE, MAGAZINE, 1895SBL (BULGE)
Marlin	ILN	TUBE, MAGAZINE, 336C 30

Schedule 1.4(a)
Estimated Cure Amount

1. None.

Schedule 4.1(f)
Compliance with Law

1. The Arkansas Department of Environmental Quality Consent Administrative Order No. LIS-15-051 (2015) (which, by its terms, incorporates by reference the Amended Consent Administrative Order 07-078-001 (2012), the Second Amended Consent Administrative Order 07-078-002 (2012), and the Third Amendment to Consent Administrative Order 07-078-003 (2013)), issued to Remington Arms Company, LLC, as further amended by Consent Administrative Order 15-051-001 (2017) and Consent Administrative Order 15-051-002 (2018).
2. Administrative Order on Consent, issued by the Missouri Department of Natural Resources to Remington Arms Company, LLC, No. 14-HW-E005 with regard to hazardous materials handling, storage and disposal.
3. Administrative Settlement, Agreement and Order on Consent for Remedial Investigation/Feasibility Study in the matter of Chemetco, Inc. Superfund Site, Hartford, Illinois, CERCLA Docket V-W-15-C-019 (2015).
4. Notice of Violation issued by the Arkansas Department of Environmental Quality on December 13, 2019, with regard to permitted effluent limitation violations.
5. In March 2020, the Company received a pre-litigation settlement offer from Trex Properties LLC concerning the Detrex Corporation facility located in Charlotte, NC. The offer names Para USA LLC (a Company subsidiary) is a potentially responsible party pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) for alleged transport or disposal of hazardous materials at the Detrex facility. The offer demanded a \$12,000 payment to release all CERCLA, state and natural resource damage claims. Because the Company could not confirm that Para USA LLC actually deposited waste at the Trex facility, it did not accept the offer; however, the Company cannot rule out potential liability as a potentially responsible party.
6. Citation and Notification of Penalty regarding inspection number 1350744 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated March 26, 2019 (Ilion, NY).
7. Citation and Notification of Penalty regarding inspection number 1353904 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated March 26, 2019 (Ilion, NY).
8. Citation and Notification of Penalty regarding inspection number 314352477 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated November 4, 2011 (Ilion, NY).
9. Citation and Notification of Penalty regarding inspection number 1130012 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated June 8, 2016 (Lexington, MO).
10. Citation and Notification of Penalty regarding inspection number 315538082 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated August 31, 2011 (Lexington, MO).
11. Notice of Alleged Safety or Health Hazards issued by the U.S. Department of Labor, Occupational Safety and Health Administration, regarding Complaint Number 850727 (Lexington, MO).

Schedule 4.1(g)
Contracts

1. None.

Schedule 4.1(h)
Material Permits

a. Environmental

<u>Site</u>	<u>Type of Permit</u>	<u>Permit/ID #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee</u>
Huntsville, AL	National Pollutant Discharge Elimination System (NPDES) General Permit (Discharges: DSN001-1, DSN002-1, DSN008-1)	ALG120479	Alabama Department of Environmental Management	Remington Outdoor Company
Huntsville, AL	State Indirect Discharge Permit	IU084500554	Alabama Department of Environmental Management	Remington Outdoor Company
Ilion, NY	Air Permit	6-2128-00019/00373	New York State Department of Environmental Conservation	Remington Arms Co Inc
Ilion, NY	Chemical Bulk Storage Certificate	6-000054	New York State Department of Environmental Conservation	Remington Arms Co. Inc.
Ilion, NY	Hazardous Waste Reduction Plan	EPA ID: NYD002240638	New York State Department of Environmental Conservation	Remington Arms Company, LLC
Ilion, NY	Discharge Permit	HCSD-002	Herkimer County Sewer District	Remington Arms Company, LLC
Ilion, NY	SPDES Multi-Sector General Permit (MSGP) for Stormwater Discharges	Permit No. GP-0-17-004 SPDES ID: NYR00A796	New York State Department of Environmental Conservation	(General Permit; no permittee identified)
Ilion, NY	Petroleum Bulk Storage Certificate	6-120618	New York State Department of Environmental Conservation	Remington Arms Company, Inc.
Ilion, NY	State Pollutant Discharge Elimination System (SPDES) Discharge Permit	DEC ID: 6-2128-00019/00193 SPDES No: NY0005282	New York State Department of Environmental Conservation	Remington Arms Company, Inc.
Ilion, NY	SPDES	DEC ID: 6-2128-00041/00003 SPDES No: NY0245097	New York State Department of Environmental Conservation	Remington Arms Company Inc
Ilion, NY	Water Withdrawal Permit	DEC #6-2128-00019/00377	New York State Department of Environmental Conservation	Remington Arms Co Inc
Ilion, NY	Cooling Tower	Registration NYS#3378	New York State Department of Environmental Conservation	Remington Arms
Lexington, MO	Air Pollution Control Program Basic Operating Permit	N/A	Missouri Department of Natural Resources (Air Pollution Control Program)	Remington Arms Company, Inc.
Lexington, MO	Construction Permit for Emission Source (four dry filter spray booths)	0792-036	Missouri Department of Natural Resources (Air Pollution Control Program)	S & K Industries, Inc.

<u>Site</u>	<u>Type of Permit</u>	<u>Permit/ID #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee</u>
Lexington, MO	Construction Permit for Emission Source (facility permit)	0791-011	Missouri Department of Natural Resources (Air Pollution Control Program)	S & K Industries, Inc.
Lexington, MO	Construction Permit for Emission Source (boiler and spray booths (4))	1089-006	Missouri Department of Natural Resources (Air Pollution Control Program)	S & K Industries, Inc.
Lexington, MO	Construction Permit for Emission Source	042012-009, as amended by 042012-009A	Missouri Department of Natural Resources (Air Pollution Control Program)	Remington Arms Co., Inc.
Lexington, MO	Construction Permit for Emission Source (cleaning oven)	Project Number 2010-01-024	Missouri Department of Natural Resources (Air Pollution Control Program)	Remington Arms Co., Inc.
Lexington, MO	General State Operating Permit (Storm Water Permit for Building #1)	MOR22C032	Missouri Department of Natural Resources (Missouri Clean Water Commission)	Remington Arms Company LLC
Lexington, MO	General State Operating Permit (Storm Water Permit for Building #3)	MOR22C027	Missouri Department of Natural Resources (Missouri Clean Water Commission)	Remington Arms Company LLC
Lexington, MO	Haz Waste EPA ID-Bldg #3	MOD981713175, MO(000618)	EPA and MODNR Hazwaste #	Remington Arms
Lexington, MO	Haz Waste EPA ID	MOD029936689, MO(000616)	EPA and MODNR Hazwaste #	Remington Arms

b. Special Tax Stamps and Federal Firearms Licenses

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Huntsville, AL	Federal Firearms License	1-63-089-01-3A-08007	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Co, LLC
Huntsville, AL	Federal Firearms License	1-63-089-10-0E-05652	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/H&R 1871/BFI/DPMS/Bushmaster
Huntsville, AL	Federal Firearms License	1-63-089-11-3E-05653	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/H&R 1871/BFI/DPMS/Bushmaster
Ilion, NY	Federal Firearms License	6-16-043-10-0G-02475	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/H&R 1871/BFI/DPMS/Bushmaster

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Southaven, MS	Federal Firearms License	1-64-033-07-2G-04549	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/H&R 1871/BFI/DPMS/AAC
Sturgis, SD	Federal Firearms License	3-46-093-07-3D-00877	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/Bushmaster/BFI/PARA ORD/Dakota
Southaven, MS	Federal Firearms License	1-64-033-01-0L-04862	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Distribution Company, LLC
Southaven, MS	Federal Firearms License	Pending application for Southaven Location	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	

Schedule 11.5
Brokers and Finders

1. Ducera Partners, whose fees and expenses shall be the responsibility of Seller.

Schedule 12.1(a)
Intellectual Property

PATENTS

Owner	Patent Number	Description
Remington Arms Company, LLC	6,880,282	LOCKABLE FIREARM SAFETY DEVICE
Remington Arms Company, LLC	5,479,737	FIREARM BARREL ASSEMBLY
Remington Arms Company, LLC	5,487,232	DETONATOR ASSEMBLY
Remington Arms Company, LLC	5,606,825	COCKING MECHANISM FOR A MUZZLE LOADING FIREARM
Remington Arms Company, LLC	RE37,968	DETONATOR ASSEMBLY
RA Brands LLC	6,519,888	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,141,896	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,173,518	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,804,906	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	6,694,659	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	5,187,312	TWO STAGE TRIGGER ASSEMBLY
RA Brands LLC	10,254,063	ROTARY MAGAZINE WITH BOLT HOLD OPEN ASSEMBLY
RA Brands LLC	10,718,584	ROTARY MAGAZINE WITH BOLT HOLD OPEN ASSEMBLY

REGISTERED TRADEMARKS

Country	Trademark	Registration Number	Owner	Goods
Austria	MARLIN	100274	The Marlin Firearms Company	Firearms, in particular guns and shotguns, ammunition and floors, parts and accessories for aforesaid goods (not included in other classes)
Benelux	MARLIN	381417	Remington Arms Company, LLC	Firearms, especially rifles and shotguns; ammunition and projectiles; parts and accessories of all the aforementioned products
Canada	MARLIN	TMA494,892	Remington Arms Company, LLC	Rifles and shotguns and ammunition therefor
Canada	MARLIN	TMDA32744	Remington Arms Company, LLC	Rifles and shotguns and ammunition therefor
Colombia	MARLIN	96066	Remington Arms Company, LLC	Firearms; ammunition and shells; explosives; Fireworks
Denmark	MARLIN	VR198203886	The Marlin Firearms Company	Firearms, especially rifles and shotgun, ammunition and projectiles, including shares and accessories for all the aforesaid goods (not included in other classes)
Finland	MARLIN	88337	The Marlin Firearms Company	Firearms, especially rifles and shotguns; projectiles and ammunition; parts and fittings of all aforementioned goods
France	MARLIN	1202148	The Marlin Firearms Company	Firearms, namely carbines and guns for hunting; ammunition and projectiles; parts and accessories for all these goods

Germany	MARLIN	1046291	The Marlin Firearms Company	Firearms, in particular long pipe weapons (guns) and shotguns, bolts blasting apparatus with explosive cartridges as well as parts of such weapons, rifle barrels, gun stocks, magazines and take off; ammunition and floors; explosives; fireworks
Greece	MARLIN	71561	The Marlin Firearms Company	Firearms, mainly rifles and shotguns, ammunition and projectiles, spare parts of all the above mentioned products
Guatemala	MARLIN	36539	The Marlin Firearms Company	Firearms, ammunition, projectiles, explosive substances, fireworks
Italy	MARLIN	1482688	The Marlin Firearms Company	Firearms, in particular and shotguns; ammunition and projectiles, and parts and accessories of all said goods
New Zealand	MARLIN	141264	The Marlin Firearms Company	Firearms, in particular rifles and shotguns, ammunition and projectiles; and parts and fittings in this class for all the aforesaid goods
Nicaragua	MARLIN	10274	The Marlin Firearms Company	Firearms
Norway	MARLIN	116379	The Marlin Firearms Company	Firearms, rifles and shotguns; ammunition and projectiles; their parts (not included in other classes); gun-cases, view mirror, purifiers, and trigger on guns
Panama	MARLIN	186341	Remington Arms Company, LLC	Shotguns, rifles, revolvers and their parts, firearms, equipment and projectiles
Paraguay	MARLIN	480654	The Marlin Firearms Company	Firearms; ammunition and projectiles; explosive substances; fireworks

Peru	MARLIN	268203	RA Brands, L.L.C.	Firearms and parts thereof; ammunition
Portugal	MARLIN	215412	Remington Arms Company, LLC	Firearms such as rifles and shotguns, ammunition and projectiles, parts and accessories for the same
Spain	MARLIN	1506915	Remington Arms Company, LLC	Firearms, includinh shotguns, rifles, revolvers and parts of them all, and ammunition
Sweden	MARLIN	182752	The Marlin Firearms Company	Firearms, in particular rifles and shotgun; ammunition and projectiles; parts and accessories for aforesaid type of goods
Switzerland	MARLIN	317594	Remington Arms Company, LLC	Firearms, namely carbines and guns for hunting; ammunition and projectiles; their parts and accessories
United Kingdom	MARLIN	649814	The Marlin Firearms Company	Shotguns, rifles and revolvers, and parts included in Class 13, of all such goods; and ammunition
United States of America	MARLIN	5,895,398	RA Brands, L.L.C.	Firearms
United States of America	MARLIN	Appl. 88/376,548 (Allowed)	RA Brands, L.L.C.	Wheels and lug nuts for wheels for automobiles, ATV's (all terrain vehicles), and UTV's (utility terrain vehicles)
United States of America	MARLIN (Stylized)	55,158	Remington Arms Company, LLC	Shotguns, rifles, and parts thereof
United States of America	MARLIN (Stylized)	1,181,042	Remington Arms Company, LLC	Firearms and parts thereof
Colombia	MICRO-GROOVE	96068	Remington Arms Company, LLC	Firearms; ammunition and shells; explosives; Fireworks
Guatemala	MICRO-GROOVE	36540	The Marlin Firearms Company	Firearms, ammunition, projectiles, explosive substances, fireworks
Nicaragua	MICRO-GROOVE	45308	The Marlin Firearms Company	Firearms

Panama	MICRO-GROOVE	23488	The Marlin Firearms Company	Guns, rifles, machine guns and boxes of ammunition, bullets, explosives, firearms, missiles and projectiles
United States of America	MICRO-GROOVE	1,866,917	Remington Arms Company, LLC	Rifles and barrels therefor
Canada	PRO-FIRE	TMA826,841	Remington Arms Company, LLC	Triggers for firearms
European Union (Community)	PRO-FIRE	9547101	The Marlin Firearms Company	Gun lubricants and lubricants for bullets; gas for firearms; Triggers for firearms; firearms; ammunition for firearms; parts and fittings for firearms
Mexico	PRO-FIRE	1260908	The Marlin Firearms Company	Triggers for firearms
United States of America	PRO-FIRE	3,893,997	Remington Arms Company, LLC	Triggers for firearms
Canada	SOFT TECH	TMA877,048	Remington Arms Company, LLC	Recoil pads for firearms sold as an integral component of firearms; recoil pads for firearms
European Union (Community)	SOFT TECH	9547159	The Marlin Firearms Company	Gun lubricants and lubricants for bullets; gas for firearms; Recoil pads for firearms; firearms; ammunition for firearms; parts and fittings for firearms
Mexico	SOFT TECH	1201600	The Marlin Firearms Company	Recoil pads for firearms

UNREGISTERED TRADEMARKS

(Including, but not limited to, all derivatives, variations thereof, and logos related thereto.)

Mark			
Marlin Model 1897	Marlin Model 55	Marlin Model 27	Marlin Model 26
Marlin Model 39	Marlin Model 80	Marlin Model 28	Marlin Model 25N
Marlin Model 39A	Marlin Model 512	Marlin Model 31	Marlin Model 21

Marlin Model 25MG	Marlin Model 780	Marlin Model 42	Marlin Model 25M
Marlin Model 1881	Marlin Model 925	Marlin Model 43	
Marlin Model 1893	Marlin Model 882	Marlin Model 44	
Marlin Model 1894	Marlin Model 982	Marlin Model 49	
Marlin Model 1895	Marlin Model 2000	Marlin Model 53	
Marlin Model 36	Marlin Model MR7	Marlin Model 63	
Marlin Model 336	Marlin Model XT-17	Marlin Model 120	
Marlin Model 444	Marlin Model XT-22	Marlin Model 90	
Marlin Model 60	Marlin Model XL7	Marlin Model 7000	
Marlin Model 70	Marlin Model XS7	Marlin Model 20	
Marlin Model 70PSS	Marlin Model No. 20	Marlin Model 17	
Marlin Model 70P	Marlin Model 1898	Marlin Model 19	
Marlin Model 795	Marlin Model 16	Marlin Model 24	

1. Long Live the Lever Gun
2. MARLIN CUSTOM
3. MARLIN CUSTOM SHOP
4. DARK SERIES
5. CAMP CARBINE
6. PAPOOSE
7. LEVERMATIC
8. COWBOY

DOMAIN NAMES

1. MarlinFirearms.com, and all credentials needed to administer and control such domain name, and any website code that is proprietary to Seller and unique to the website located at such domain name.

SOCIAL MEDIA

Access to and ownership of all main accounts, including credentials and, in the case of internet hosting, contact information for such hosting service, for all social media accounts related to the Marlin brand, including, but not limited to:

Facebook.com/MarlinFirearms

Instagram: @marlinfirearms_official and @marlinfirearmscompany

Twitter: @MarlinFirearms

YouTube.com/user/MarlinFirearms

Pinterest, if applicable

TicTok, if applicable

COPYRIGHTED AND PRINT MATERIALS

Source files and related artwork for all:

- Marlin Advertisements
- Marlin Digital Advertisements
- Marlin Catalogs
- Marlin Brochures
- Marlin Website and Advertisement Text and Copy

Contact information for outsourced suppliers related to, and source files for all:

- Marlin Firearms Packaging
- Marlin Accessory Packaging
- Marlin Instruction Manuals

Information regarding and, to the extent proprietarily owned, ownership of, all typeface and fonts used primarily in the Marlin Brand

EXHIBIT 1

(See attached form of Bidding Procedures Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-11

Joint Administration Requested

**ORDER ESTABLISHING BIDDING PROCEDURES RELATING
TO THE SALES OF ALL OR A PORTION OF THE DEBTORS' ASSETS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), seeking entry of this order (this “**Bidding Procedures Order**”) (i) approving the proposed bidding procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”);

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Bidding Procedures, as applicable.

(iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the procedures for the Debtors' selection of one or more stalking horse bidders (each, a "**Stalking Horse Bidder**"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the "**Auction**") if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the "**Sale Hearing**") to approve one or more Sales of the Acquired Assets; and (v) granting related relief; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections having been filed, or all objections having been resolved or overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended on July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and the provision of the Bid Protections to be determined, (ii) establish the Assumption and Assignment Procedures, (iii) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, (iv) schedule a date for the (a) Auction and (b) Sale Hearing; and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, including the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Meyer Declaration**”) and the *Declaration of Colin M. Adams in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Adams Declaration**”) are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

F. The Debtors are authorized to pay the break-up fee and expense reimbursement comprising the Bid Protections. The Bid Protections, to the extent payable under any Stalking Horse APA, (a)(x) are actual and necessary costs and expenses of preserving the Debtors' estate within the meaning of Section 503(b) of the Bankruptcy Code, and (y) shall be treated as allowed administrative claims against the Debtors' estates pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code, are commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidders, and (c) are fair, reasonable and appropriate, including in light of the size and nature of the Sale Transaction, the necessity to announce a sale transaction for the Acquired Assets, and the efforts that have been and will be expended by the Stalking Horse Bidders. The Bid Protections are a material inducement for, and condition of, each Stalking Horse Bidder's execution of the applicable Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under its Stalking Horse APA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

G. The Sale Notice and the Publication Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of Acquired Assets, including the sale of Acquired Assets free and clear of all liens, claims, and encumbrances, the Sale Transaction(s), the Bidding Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

H. The Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder(s), and no other or further notice is required.

I. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Acquired Assets and the related Cure Costs, and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.³
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

³ Notwithstanding anything to the contrary herein, the consummation of any Sale Transaction(s) is subject to entry of the Sale Order(s).

I. The Timeline for the Sale

3. The Debtors are authorized to proceed with the Sale Transaction(s) in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

4. Deadline **Action**

August 18, 2020 at 10:00 a.m. (prevailing Central Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
August 21, 2020	Sale Notice Mailing Date
August 21, 2020	Assumption and Assignment Service Date
September 1, 2020 at 4:00 p.m. (prevailing Central Time)	Sale Objection Deadline (defined below) excluding any objection based on identity of Stalking Horse Bidders, Successful Bidder or Backup Bidder or the form or substance of the Stalking Horse Bid, Successful Bid or Backup Bid
September 4, 2020 at 5:00 p.m. (prevailing Central Time)	Bid Deadline
September 8, 2020 at 12:00 p.m. (prevailing Central Time)	Reply Deadline (defined below)
September 8, 2020 by 4:00 p.m. (prevailing Central Time) or 14 days following service of the Supplemental Notice of Assumption and Assignment	Assumption and Assignment Objection Deadline (defined below) excluding any objection related to adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or Backup Bidder
September 17, 2020 at 10:00 a.m. (prevailing Central Time)	Auction
September 21, 2020	Post-Auction Notice
September 23, 2020 at 10:00 a.m. (prevailing Central Time)	Sale Hearing

5. For the avoidance of doubt, the Debtors reserve the right, and are authorized to, modify the above timeline and the Bidding Procedures (the “**Modifications**”) in accordance with the provisions of the Bidding Procedures; *provided, however*, that the Debtors shall consult with the Consultation Parties or, to the extent provided therein, the Bid Consultation Parties, with respect to any Modifications. The Committee’s right to request an extension of the above timeline for cause is expressly reserved.

II. The Bidding Procedures

6. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

7. The Debtors are authorized, in accordance with the Bidding Procedures, to require Diligence Parties to submit written indications of interest specifying, among other things, the Acquired Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party.

8. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the Bid Deadline shall be **September 4, 2020 at 5:00 p.m. (prevailing Central Time)**. Any disputes or objections to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (all as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing as set forth herein.

9. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **September 17, 2020 at 10:00 a.m. (prevailing Central Time)** virtually via video conferencing technology, or at such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.

10. The Prepetition Secured Creditors shall have the right, subject in all respects to the Bankruptcy Code and other applicable law and the satisfaction in cash or assumption of claims secured by senior liens, to credit bid all or any portion of their allowed secured claims pursuant to Section 363(k) of the Bankruptcy Code or other applicable law, in accordance with the applicable provisions of the Prepetition Credit Documents and any such credit bid shall be deemed a Qualified Bid subject to the Intercreditor Agreement (as defined in the D'Arcy Declaration); *provided, however,* that nothing herein or in the Bidding Procedures shall affect or in any way limit the right or ability of any party in interest, including the Committee, to object to the Prepetition Secured Creditors' right to credit bid, including the nature, amount, or scope of such credit bid, subject to the (a) applicable provisions of the Court's *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, (IV) Granting Related Relief, and (V) Scheduling A Final Hearing* Docket No. 90, including paragraph 20 and the Challenge Period (as defined therein), as the same may be modified in accordance with its terms and (b) Sale Objection Deadline (as defined below).

III. Stalking Horse Bidder and Bid Protections

11. In accordance with the Bidding Procedures, the Debtors may designate one or more Stalking Horse Bidders for the various segments of their business and may enter into an asset purchase agreement with each Stalking Horse Bidder (each, a "**Stalking Horse APA**"), subject to higher or otherwise better offers at the Auction, which establishes a minimum Qualified Bid at the Auction with respect to the assets that are the subject thereof.

12. Absent further order of the Court, the Stalking Horse APA shall (i) limit the break-up fee in favor of the Stalking Horse Bidder in the amount of no more than 3.5% of the cash consideration proposed to be paid at closing by the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Break-Up Fee**”); (ii) limit any reimbursement for the Stalking Horse Bidder’s and its attorneys’, accountants’, investment bankers’ and representatives’ documented fees and expenses actually and reasonably incurred in negotiating and documenting the Stalking Horse APA, and in preserving and protecting Stalking Horse Bidder’s rights and interests as buyer and lender in connection with the Chapter 11 Cases to an amount not to exceed 1.0% of the cash consideration proposed to be paid by at closing the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Expense Reimbursement**”); and/or (iii) set the initial overbid protection (the “**Minimum Overbid Increment**” and, together with the Break-Up Fee and the Expense Reimbursement, the “**Bid Protections**”) in amounts to be determined by the Debtors in accordance with the Bidding Procedures. In the event that the Debtors determine that the Bid Protections must exceed the amounts set forth herein, the Court shall hold a hearing on the approval of any such greater Bid Protections on an expedited basis, upon the request of the Debtors.

13. The Bid Protections, to the extent payable under the Stalking Horse APAs, shall (a) constitute an allowed administrative expense claim against the Debtors pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code. Subject to the foregoing, the Bid Protections shall be paid (i) in cash from the proceeds of any approved Sale or (ii) credited against the purchase price if, after an Auction, the Stalking Horse Bid, as enhanced at the Auction, is the Successful Bid and the Sale contemplated by the Stalking Horse APA (as enhanced at the auction) is consummated.

14. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to all parties on the Rule 2002 List, all

parties expressing an interest in the Acquired Assets and all parties holding liens on such Acquired Assets, three (3) business days' notice and an opportunity to object to the determination of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse APA, and absent objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Court. To the extent necessary, the Debtors' right to seek this Court's approval of one or more Stalking Horse Bidders, with notice and a hearing, is hereby preserved.

IV. Notice Procedures

15. The form of Sale Notice substantially in the form attached hereto as Exhibit 2 is approved.

16. Within seven (7) days after the entry of this Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Bidding Procedures Order, including the Bidding Procedures by first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon or with respect to any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to FILO Lenders; (ix) counsel to

the Stalking Horse Bidder, if any; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; and (xvii) all known creditors of the Debtors, including their contract counterparties; *provided, however*, that to the extent email addresses are available, parties referenced in this paragraph 15 may be served by email.

17. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to known interested parties.

18. The Publication Notice, substantially in the form attached hereto as Exhibit 3, is approved. The Debtors are directed to publish the Sale Notice, as modified for publication, in the *New York Times*, on one occasion on the Mailing Date or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at <https://cases.primeclerk.com/RemingtonOutdoor>.

19. Service of the Publication Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to all unknown parties.

20. The form of the Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 is approved. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file on the docket, but not serve, the Post-Auction Notice identifying any Successful Bidder(s).

V. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are approved.

22. The Notice of Assumption and Assignment, substantially in the form attached hereto as Exhibit 5 is approved.

23. On or before **August 21, 2020** (any such date, the “**Assumption and Assignment Service Date**”), the Debtors shall file with the Court, and post on the Case Website at <https://cases.primeclerk.com/RemingtonOutdoor>, the Notice of Assumption and Assignment and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List, the Debtors believe that there is no Cure Cost, as of the date of such notice. On the Assumption and Assignment Service Date, the Debtors shall serve, via first-class mail, a customized version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List, on all counterparties to the Designated Contracts. In addition, the Debtors shall serve, via first-class mail, a modified version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List on all parties on the Rule 2002 Notice List. Service of such Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a counterparty to a Designated Contract (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; and (iii) include appropriate

documentation in support thereof. All Designated Contract Objections must be filed and served on (i) counsel for the Debtors, O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com); (ii) co-counsel for the Debtors, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, Attn: Derek Meek (dmeek@burr.com) and Hanna Lahr (hlahr@burr.com); (iii) counsel for the Restructuring Committee, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Schultz (sschultz@akingump.com); (iv) counsel for the Committee, Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104, Attn: Michael A. Sweet (msweet@foxrothschild.com) and Baker Donelson Bearman Caldwell & Berkowitz, P.C., 420 20th Street North, Birmingham, Alabama 35203, Attn: Matthew Cahill (mcahill@bakerdonelson.com) and Rita Hullett (rhullett@bakerdonelson.com); (v) the Bankruptcy Administrator, 400 Well Street, Decatur, Alabama 35602, Attn: Richard Blythe (richard_blythe@alnb.uscourts.gov); (vi) counsel to the Stalking Horse Bidder, if any; (vii) counsel to the FILO Lenders, Pillsbury Winthrop Shaw Pittman LLP, Four Embarcadero Center, 22nd Floor, San Francisco, CA 94111-5998, Attn: Joshua D. Morse (joshua.morse@pillsburylaw.com) and Andrew V. Alfano (andrew.alfano@pillsburylaw.com); (viii) counsel to Whitebox Advisors LLC, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Andreas Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com); (ix) all parties that have requested notice in the Chapter 11 Cases (collectively (i)–(ix), the “**Objection Recipients**”); and (x) counsel to any Successful Bidder(s), if known on the Sale Objection Deadline no later than 4:00 p.m. (prevailing Central Time) fourteen (14) days following the

Assumption and Assignment Service Date (the “**Assumption and Assignment Objection Deadline**”).

25. If a Designated Contract Objection is not consensually resolved before the Sale Hearing, the amount to be paid or reserved with respect to such objection shall be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

26. Any time after the Assumption and Assignment Service Date and before the closing of a Sale Transaction, the Debtors reserve the right, and are authorized but not directed, to (i) supplement the Designated Contracts List with previously omitted Designated Contracts in accordance with the definitive agreement for a Sale Transaction, (ii) remove a Designated Contract from the list of contracts that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

27. In the event the Debtors exercise any of the rights listed above, the Debtors shall promptly serve the Supplemental Notice of Assumption and Assignment by electronic transmission, hand delivery, or overnight mail on the counterparty (and its attorney, if known) to each Designated Contract listed on the Supplemental Notice of Assumption and Assignment at the last known address available to the Debtors. Each Supplemental Notice of Assumption and Assignment shall set forth (i) the name and address of the counterparty to the Designated Contract listed thereon; (ii) the proposed effective date of the assignment (subject to the right of the applicable Successful Bidder, if any, to withdraw such request for assumption and assignment of that Designated Contract prior to the closing of the applicable Sale Transaction); (iii) sufficient information to identify the Designated Contract; (iv) the Cure Costs, if any; and (v) proposed

adequate assurance, if known on the Assumption and Assignment Service Date. The Debtors are authorized, but not directed, to modify the Supplemental Notice of Assumption and Assignment as necessary and appropriate to provide customized individual notice to each Designated Contract counterparty. In addition, the Debtors are authorized, but not directed, to supplement the Designated Contract List on the Case Website with any additional Designated Contracts as the Debtors deem appropriate in their discretion. Service of such Supplemental Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

28. Any objection by a counterparty to a Designated Contract listed on a Supplemental Notice of Assumption and Assignment (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Supplemental Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or the proposed Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; (iii) include appropriate documentation in support of the objection; and (iv) be filed and served on the Objection Recipients no later than fourteen (14) days from the date of service of such Supplemental Notice of Assumption and Assignment.

29. If a Supplemental Designated Contract Objection is not consensually resolved by the proposed effective date of assignment of the Designated Contract that is the subject of a Supplemental Designated Contract Objection, the Debtors shall seek an expedited hearing before

the Court (a “**Supplemental Designated Contract Hearing**”) to determine the Cure Costs, if any, and approve the assumption of the relevant Designated Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court, including by filing a certification of no objection, (a “**Supplemental Designated Contract Order**”) fixing the Cure Costs and approving the assumption of any Designated Contract listed on a Supplemental Notice of Assumption and Assignment.

30. Absent the filing of a Designated Contract Objection or Supplemental Designated Contract Objection and a subsequent order of the Court establishing an alternative Cure Cost, the Cure Costs, if any, set forth in the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and the counterparty to the Designated Contract will be deemed to have consented to the assumption, assignment, and sale of the Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Designated Contract against the Debtors or the applicable Successful Bidder, or the property of any of them, except with respect to adequate assurance of future performance by such Successful Bidder. For the avoidance of doubt, any objections to the proposed form of adequate assurance of future performance of any Successful Bidder (other than a Stalking Horse Bidder) must be raised at the Sale Hearing or Supplemental Designated Contract Hearing, as applicable, and will be resolved at the hearing at which it is raised or, in the Debtors’ discretion, adjourned to a later hearing.

31. The inclusion of a Designated Contract on the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) will not (a) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take

assignment of such Designated Contract or (b) constitute any admission or agreement of the Debtors that such Designated Contract is an “executory” contract. Only those Designated Contracts that are included on a schedule of assumed and Acquired Contracts attached to the final purchase agreement with the Successful Bidder(s) (each, an “**Acquired Contract**”) will be assumed and assigned to the Successful Bidder(s).

32. Assignment by the Debtors to the Successful Bidder of a contract, lease or any other liability assumed under Section 365 of the Bankruptcy Code or otherwise relieves the Debtors and their estates from any such liability so assigned.

VI. The Sale Hearing

33. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Acquired Assets to the Successful Bidder(s) and (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **September 23, 2020 at 10:00 a.m. (prevailing Central Time)**, and may be adjourned or rescheduled without notice, subject to paragraph 4 of this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transaction(s) and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Bankruptcy Court.

34. Any and all objections, if any, to any Sale Transaction (but excluding any objection based on the specific identity of any Stalking Horse Bidder, the form or substance of any Stalking Horse APA, the specific identity of the Successful Bidder or the Backup Bidder, or the form or substance of the Successful Bid or the Backup Bid) must be filed no later than **September 1, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”). Any and all such objections must be served on the Objection Recipients and counsel to any Successful Bidder(s), if known on the Sale Objection Deadline. All replies to such objections must be filed by **September 8, 2020 at 12:00 p.m.** (prevailing Central Time) (the “**Reply Deadline**”).

35. Any party failing to timely file an objection to any Sale Transaction will be forever barred from objecting and will be deemed to have consented to any Sale Transaction, including the transfer of the Debtors’ right, title and interest in, to, and under the Debtors’ Acquired Assets free and clear of any and all liens, claims, encumbrances and other interests in accordance with a definitive agreement for any Sale Transaction.

36. Promptly following the Auction, the Debtors shall serve the Post-Auction Notice. The Debtors propose that any objections regarding the adequate assurance of future performance of the Successful Bidder or the Backup Bidder (other than the Stalking Horse Bidder) may be raised at the Sale Hearing.

VII. Other Provisions

37. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties or the Bid Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation or Bid Consultation Parties.

38. Oneida’s rights and priority in connection with any security interests it held in any assets of the Debtors pre-petition are hereby preserved and retained by Oneida to the extent they

existed pre-petition and any such security interests shall attach to proceeds of such assets with the same priority, extent, validity, avoidability and enforceability. Nothing herein shall constitute a finding or ruling by this Court that any such security interests are valid, senior, enforceable, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited to, the Debtors and any Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such security interest.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Bidding Procedures Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

42. To the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Bidding Procedures Order shall govern.

43. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

44. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse APA, and the implementation of this Bidding Procedures Order.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

Exhibit I

ASSET PURCHASE AGREEMENT

by and among

LONG RANGE ACQUISITION LLC as Buyer,

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.,

as Seller

SET FORTH ON THE SIGNATURE PAGES HERETO

Dated as of September 26, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS	5
Section 1.1 Transfer of Acquired Assets	5
Section 1.2 Excluded Assets	6
Section 1.3 Assumption of Liabilities.....	8
Section 1.4 Retention of Liabilities	9
Section 1.5 Non-Assignment of Acquired Assets.....	10
Section 1.6 Further Conveyances and Assumptions.....	10
Section 1.7 Conflicts with Other Bidders	
ARTICLE 2. CONSIDERATION	10
Section 2.1 Consideration	10
Section 2.2 Good Faith Deposit	11
ARTICLE 3. CLOSING AND DELIVERIES.....	11
Section 3.1 Closing	11
Section 3.2 Seller’s Deliveries.....	11
Section 3.3 Buyer’s Deliveries	12
ARTICLE 4. REPRESENTATIONS AND WARRANTIES.....	13
Section 4.1 Representations and Warranties of Seller	13
Section 4.2 Representations and Warranties of Buyer.....	15
Section 4.3 Warranties Exclusive; Schedules	16
Section 4.4 Survival of Representations and Warranties.....	17
ARTICLE 5. COVENANTS OF THE PARTIES	17
Section 5.1 Covenants of Seller	17
Section 5.2 Covenants of Buyer.....	18
ARTICLE 6. ADDITIONAL AGREEMENTS.....	19
Section 6.1 Bankruptcy Matters.....	19
Section 6.2 Transition Arrangements	20
Section 6.3 Further Assurances.....	21
ARTICLE 7. TAXES.....	21
Section 7.1 Taxes Related to Purchase of Assets	21
Section 7.2 Cooperation on Tax Matters	21
Section 7.3 Allocation of Purchase Price.....	22
ARTICLE 8. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES	22
Section 8.1 Conditions Precedent to Performance by Seller	22
Section 8.2 Conditions Precedent to Performance by Buyer	23
ARTICLE 9. TERMINATION.....	24
Section 9.1 Conditions of Termination.....	24
Section 9.2 Effect of Termination; Remedies.....	25

TABLE OF CONTENTS
(continued)

		Page
Section 9.3	Intentionally Omitted	27
ARTICLE 10. MISCELLANEOUS		27
Section 10.1	Successors and Assigns.....	27
Section 10.2	Governing Law; Jurisdiction.....	27
Section 10.3	WAIVER OF JURY TRIAL.....	27
Section 10.4	Expenses	27
Section 10.5	Broker's and Finder's Fees	28
Section 10.6	Severability	28
Section 10.7	Notices	28
Section 10.8	Amendments; Waivers.....	29
Section 10.9	Time of Essence	29
Section 10.10	Public Announcements	29
Section 10.11	Entire Agreement	29
Section 10.12	Parties in Interest.....	30
Section 10.13	Bulk Sales Laws.....	30
Section 10.14	Construction.....	30
Section 10.15	Counterparts and Facsimile.....	30
ARTICLE 11. DEFINITIONS.....		30
Section 11.1	Certain Terms Defined.....	30
Section 11.2	All Terms Cross-Referenced.....	37

SCHEDULES

Schedule 1.1(j)	- Intellectual Property
Schedule 1.2(x)	- Excluded Assets
Schedule 1.4(l)	- Excluded Liabilities
Schedule 1.5(a)	- Cure Amounts
Schedule 4.1(g)	- Compliance with Law
Schedule 4.1(i)	- Material Permits
Schedule 11.1(a)	- Business Name

EXHIBIT

Exhibit 1	- Bidding Procedures Order
-----------	----------------------------

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September 26, 2020 (the “Effective Date”), is entered into by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to this Agreement (collectively with ROC, “Seller”), and Long Range Acquisition LLC (“Buyer”), or a Buyer Acquisition Vehicle as assignee in accordance with Section 11.1. Capitalized terms used in this Agreement are defined or cross-referenced in Article 12.

RECITALS

A. Seller is engaged in the manufacture and sale of semi-automatic, lever-action and bolt-action rifles under the brand Marlin Firearms Company (the “Business”), and owns various assets related to the Business. On July 27, 2020 (the “Petition Date”), Seller filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court” and the case arising under such petition, the “Bankruptcy Case”).

B. On the Petition Date, Seller filed a Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Debtors’ Assets (the “Bidding Procedures Motion”) pursuant to which Seller sought, and the Bankruptcy Court approved, the Bidding Procedures Order attached hereto as Exhibit 1 (the “Bidding Procedures Order”).

C. Buyer desires to purchase the Acquired Assets free and clear of Liens, Claims and Interests (other than Permitted Liens), except for assumption of the Assumed Liabilities from Seller, and Seller desires to sell, convey, assign and transfer to Buyer, the Acquired Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code.

D. Buyer, in exchange for the transfer to Buyer of the Acquired Assets, desires to provide certain consideration (as set forth below) to Seller.

E. The Acquired Assets and Assumed Liabilities are assets and liabilities of Seller, which are to be purchased and assumed by Buyer pursuant to an order of the Bankruptcy Court approving such sale pursuant to Sections 105, 363 and 365 of the Bankruptcy Code (the “Sale Order”), which order will include the authorization for the assumption by Seller and assignment to Buyer of certain executory contracts and unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with the applicable provisions of the Bankruptcy Code. The consummation of the transactions set forth in this Agreement is subject, among other things, to the entry of the Sale Order.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable

consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE ACQUIRED ASSETS.

Section 1.1 Transfer of Acquired Assets. At the Closing, upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to the Acquired Assets free and clear of all Liens, Claims and Interests (other than Permitted Liens and the Assumed Liabilities). For all purposes under this Agreement, the term "Acquired Assets" shall not include any Excluded Assets, and shall mean the following assets, Interests and rights of Seller existing as of the Closing Date:

(a) all of Seller's owned (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts and any other tangible personal property (including without limitation consumables) located at the premises of the Business that is in any of the foregoing cases primarily used for the ownership, operation or management of the Business (the "Owned FF&E"), and (ii) to the extent assignable, rights to any warranties and licenses received from manufacturers and sellers of the Owned FF&E;

(b) all of Seller's (i) equipment, machinery, furniture, fixtures and improvements, tooling and spare parts primarily used for the ownership, operation or management of the Business, that are in each case leased pursuant to any Contract (the "Assumed FF&E Leases" and the equipment, machinery, furniture, fixtures and improvements, tooling and spare parts so leased, the "Leased FF&E"), (ii) rights under the Assumed FF&E Leases, and (iii) to the extent assignable, rights to any warranties and licenses received from manufacturers and lessors of the Leased FF&E;

(c) all proceeds and recoveries from, policies (but not, for the avoidance of doubt, any Insurance Policies themselves) to the extent attributable to any of the Acquired Assets only to the extent in respect of periods on or after the Effective Date) (the rights described in this Section 1.1(c) being collectively the "Assumed Policy Rights");

(d) to the extent transferable under applicable Law, all Permits issued to Seller by any Government that are primarily used in connection with the ownership, operation and/or management of the Acquired Assets, and all pending applications therefor; all (i) Intellectual Property owned or used by Seller that primarily relate to the ownership, operation and/or management of the Business and any and all corresponding rights that, now or hereafter, may be secured throughout the world, and (ii) to the extent transferable under applicable Law, Intellectual Property licensed to Seller primarily in connection with the ownership, operation and/or management of the Business (this clause (ii), being the "Assumed IP Licenses", and clause (d) being collectively, the "Acquired Intellectual Property");

(e) all goodwill and other intangible assets associated with the Acquired Intellectual Property or any of the Acquired Assets

(f) Claims held by Seller that relate to Acquired Assets;

(g) All other tangible or intangible assets of Seller primarily used in connection with the ownership, operation and/or management of the Business; and

(h) to the extent permitted by applicable Law, all Documents that are primarily used in, or primarily held for use in, or that primarily relate to, the Acquired Assets; provided, that Buyer shall provide (i) Seller with reasonable access (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same following the Closing to the extent reasonably necessary to permit Seller to wind-down and liquidate its estate after the Closing and (ii) any other buyer of ROC's lines of business or assets pursuant to the auction contemplated by the Bidding Procedures Order (an "Other Buyer") reasonable access at such Other Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the extent reasonably related to the assets of ROC purchased by such Other Buyer; and provided, further, that as a condition to such access, Seller and each such Other Buyer shall each keep such information confidential in accordance with all contractual requirements and any applicable Laws (or in the case of any such Other Buyer, a confidentiality agreement reasonably acceptable to Buyer).

Section 1.2 Excluded Assets. Except as provided in Section 1.1, the Acquired Assets shall not include any right, title or interest of any Person other than Seller in any property or asset, or Seller's right, title and interest in, to and under properties and assets not used in connection with the ownership, operation and/or to management of the Business, and shall specifically exclude the following properties, Contracts, Leases, and other assets, interests and rights of Seller (all such items not being acquired by Buyer being referred to in this Agreement as the "Excluded Assets"):

(a) all rights of every nature and description (other than Assumed Policy Rights) under or arising out of all insurance policies of Seller (the "Insurance Policies"), including without limitation (i) with respect to Claims arising prior to the Effective Date (ii) to the extent of coverage of any Excluded Liabilities, (iii) under those insurance policies covering any tort liabilities that are not Assumed Liabilities, and (iv) under the D&O Insurance;

(b) any asset that is not owned or leased by Seller or not used or held for use in connection with the ownership, operation and management of the Business;

(c) any minute books, stock ledgers, corporate seals and stock certificates of Seller, and other similar books and records that Seller is required by Law to retain and all Tax Returns, financial statements and corporate or other entity filings; provided that (i) Seller shall provide Buyer with reasonable access to the same following the Closing to the extent relating to the Acquired Assets and when reasonably requested by Buyer and (ii) Buyer shall be entitled upon reasonable request to be provided with copies of all such records, at its own expense, and provided, further, that Seller shall notify Buyer before disposing of any such records and upon Buyer's reasonable request shall transfer them to Buyer;

(d) all (i) prepaid premiums in respect of all Insurance Policies, (ii) retainers, prepayments or on-account cash paid to Seller's professionals and advisors, including any carve-out under any DIP Facility or cash collateral arrangements (whether retained in the Bankruptcy Case or otherwise), and (iii) other deposits, prepaid charges and expenses paid by Seller to the extent in connection with or relating to any Excluded Asset;

(e) all rights to or claims for refunds, overpayments or rebates of Pre-Closing

Taxes, including any refunds, overpayments or rebates of Pre-Closing Taxes for any Straddle Period, other than, in any of the foregoing cases, any such refunds, overpayments or rebates that are attributable to Taxes actually paid by Buyer;

(f) all shares of capital stock (and any other equity interests or rights convertible into equity interests) issued by any Seller entity;

(g) all Documents primarily relating to any Excluded Asset; provided, that Seller shall provide Buyer with reasonable access at Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(h) all Documents primarily relating to any Employees who do not become Transferred Employees; provided that, to the extent permitted by applicable Law, Seller shall make copies of such Documents available to Buyer if reasonably related to addressing or defending any Employee claims against Buyer;

(i) subject to Section 1.5, any asset that requires the consent of a third party to be transferred, assumed or assigned hereunder as to which, by the Closing Date (and after giving effect to the entry of the Sale Order and any other Order of the Bankruptcy Court eliminating any contractual right of third parties to withhold such consent), such consent to transfer, assumption or assignment has not been effected or excused (for clarity, all liabilities associated with each such asset are excluded from Assumed Liabilities pursuant to Section 1.4(a));

(j) all Employee Benefit Plans and all assets of, and Contracts primarily relating to or associated with such plans;

(k) all Cash and all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing;

(l) any rights of Seller under this Agreement or any Ancillary Agreement to which Seller is a party, including without limitation any rights relating to the Gross Closing Cash Payment;

(m) copies of all Historic Firearms Books and Records of Seller; provided, that Seller shall provide Buyer with reasonable access at Buyer's sole cost and expense, including the ability to make copies (during business hours with reasonable prior notice and subject to then-applicable COVID Restrictions) to the same to the extent reasonably related to the Acquired Assets;

(n) all Documents of Seller held by Seller or Seller's counsel relating to the Excluded Liabilities;

(o) the D&O Insurance, and all proceeds thereof;

(p) all rights of recovery, insurance, rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses related to any Excluded Asset or Excluded Liability;

(q) all Leases pursuant to which Seller has the right to possess, use, lease or occupy (or grant others the right to possess, use, lease or occupy) any Leased Real Property, together with all security and other deposits related thereto, prepaid rent and appurtenances thereto and associated therewith;

(r) all Owned Real Property of Seller;

(s) all of Seller's cars, trucks and other motor vehicles, whether owned or leased, including all rights to the warranties and licenses received from manufacturers and sellers of the such motor vehicles;

(t) all Employee Benefit Plans of Seller and all assets of, and Contracts relating to or associated with, such Employee Benefit Plans;

(u) all sales orders or other commitments of Seller to purchase goods, services or products produced or sold by the Business;

(v) all outstanding purchase orders or other commitments of Seller to suppliers of goods and services for materials, supplies;

(w) all Avoidance Actions;

(x) any properties, Contracts, Leases, or other assets, interests and rights of Seller that (i) do not relate to the ownership, operation or management of the Acquired Assets or are otherwise set forth on Schedule 1.2(x); and

(y) Claims held by Seller against any party that are covered by, relate to or are based upon the D&O Insurance Policy or other insurance policy of Seller other than the Assumed Insurance Policies.

Section 1.3 Assumption of Liabilities. At the Closing, Buyer shall assume, and Buyer agrees to thereafter pay, perform and discharge when due, and indemnify, defend and hold harmless Seller, its Affiliates and all of their respective Related Persons from and against, the following liabilities (all items in this Section 1.3 being, collectively, the "Assumed Liabilities"):

(a) liabilities and obligations for Transaction Taxes but only to the extent provided for in Section 7.1;

(b) all liabilities and obligations (including under applicable Environmental Laws and other Laws) solely to the extent arising out of or relating to Buyer's ownership or operation of the Acquired Assets after the Closing; and

(c) all liabilities and obligations for Post-Closing Taxes (including any relating to any Straddle Period).

Section 1.4 Retention of Liabilities. Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain liabilities and obligations of Seller (all such liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities"). The Excluded Liabilities include, without

limitation, the following liabilities and obligations:

- (a) all liabilities and obligations under or relating to the Excluded Assets;
- (b) all liabilities and obligations of Seller under or relating to the Priority Term Loan, the FILO Facility, the Exit Term Loan or the Intercompany Note;
- (c) all Employee Liabilities;
- (d) all liabilities and obligations for Pre-Closing Taxes;
- (e) all liabilities and obligations of Seller arising under or incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the Ancillary Agreements to which Seller is a party and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;
- (f) all liabilities of, and Claims against, Seller arising from and in connection with grants of restricted common unit/share awards and stock options by Seller;
- (g) any liabilities and obligations of Seller under this Agreement, or under any Ancillary Agreement to which Seller is a party;
- (h) all liabilities relating to any properties, Contracts, Leases, or other assets, interests and rights of Seller that (i) do not relate to the ownership, operation or management of the Acquired Assets or (ii) are otherwise set forth on Schedule 1.2(x);
- (i) all State of Alabama Project Development Liabilities;
- (j) the Retained Litigation;
- (k) all other liabilities and obligations arising out of or relating to Seller's ownership, operation or management of the Business and the Acquired Assets on or prior to the Closing, including without limitation noncompliance with any applicable Laws; and
- (l) all liabilities set forth on Schedule 1.4(l).

1.5 Assumed FF&E Leases and Assumed IP Licenses; Cure Amount.

(a) At such time as is specified in the Sale Order, pursuant to Section 365 of the Bankruptcy Code, Seller shall assume and assign to Buyer and Buyer shall assume from Seller, the Assumed FF&E Leases and Assumed IP Licenses. The amounts necessary, pursuant to Section 365 of the Bankruptcy Code, to cure any and all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults under any Assumed FF&E Leases and Assumed IP Licenses, in each case as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order and this Agreement (such aggregate amount, the "Cure Amount") shall be paid by Buyer. Schedule 1.5(a) contains Seller's estimate as of the Effective Date of the Cure Amount. Subject to the prior written consent of Seller in Seller's sole discretion, Buyer may amend Schedule 1.5(a) to add any executory contracts of Seller at any time prior to the

date of a final hearing to approve the sale of the Acquired Assets (the “Sale Hearing”). Subject to the limitations set forth in Section 1.5(d) and upon written notice to Seller, Buyer may amend Schedule 1.2(x) to reject any executory contracts of Seller at any time prior to the date of the Sale Hearing; provided that the definition or interpretation of (i) “Acquired Assets” for the purposes of Section 1.3 only and (ii) “Assumed Liabilities” and “Excluded Liabilities” for any purposes under this Agreement, shall not reflect any such amendment without the prior written consent of Seller. For the avoidance of doubt and notwithstanding anything to the contrary in this Section 1.5(a), Seller shall have no liability under this Agreement in respect of any Cure Amounts relating to Assumed FF&E Leases and Assumed IP Licenses that are not specified by Buyer to Seller in writing as of the Effective Date.

(b) Seller shall timely serve the motion seeking entry of the Sale Order to all parties to Assumed FF&E Leases and Assumed IP Licenses and, subject to Section 1.6 and the performance of Buyer’s obligations in Section 5.2, Seller shall use commercially reasonable efforts to cause the Assumed FF&E Leases and Assumed IP Licenses to be assumed by Seller and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code, and Seller shall comply with all requirements under Section 365 of the Bankruptcy Code necessary to assign and delegate to Buyer all of Seller’s rights and obligations under the Assumed FF&E Leases and Assumed IP Licenses.

(c) Notwithstanding any provision in this Agreement to the contrary, if for any reason Buyer fails to pay the Cure Amount in respect of any Assumed FF&E Leases and Assumed IP Licenses when due and payable pursuant to this Agreement, the Sale Order or any other Order of the Bankruptcy Court, (i) Seller may pay or otherwise satisfy such Cure Amount or any other liability or obligation under such Assumed Contract or Assumed Lease and shall be reimbursed by Buyer to make such payment within five (5) Business Days of notice of such payment, (ii) Buyer shall indemnify and hold harmless Seller in respect of such Cure Amount, liability or obligation as well as any expenses (including legal fees and expenses) incurred by the other party in defending any claim for payment of the Cure Amount or any other liability or obligation arising under such Contract or Lease asserted by the counterparty thereto and (iii) Seller or Buyer may reject, and nothing in this Agreement shall prohibit Seller or Buyer from rejecting, such Contract or Lease.

(d) Notwithstanding any provision in this Agreement to the contrary, at any time prior to the Sale Hearing, Buyer may designate in writing to Seller any Contract or Lease as an Excluded Liability (and amend Schedule 1.2(x) for such purposes only), only if the rejection of such Contract or Lease would not give rise to a Claim in favor of the counterparty thereto having administrative priority or any other priority senior to a general unsecured Claim against the bankruptcy estate of Seller (the “Qualifying Excluded Contracts and Leases”). Seller may reject, and nothing in this Agreement shall prohibit Seller from rejecting, the Qualifying Excluded Contracts and Leases.

Section 1.5 Non-Assignment of Acquired Assets. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any Acquired Asset if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Seller (each such action, a “Necessary Consent”), would constitute a breach thereof (after giving effect to any waiver by the applicable counterparty, or any elimination of such approval, authorization or consent requirement by operation of the Sale Order) or in any way adversely affect the rights or obligations of Buyer thereunder and such Necessary Consent is not obtained and (b) the Bankruptcy Court shall not

have entered an Order providing that such Necessary Consent is not required because the transfer thereof shall be deemed by the Bankruptcy Court to be (x) effective and (y) not a breach thereof, notwithstanding the failure to obtain such Necessary Consent. In such event, Seller and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request; provided, however, that neither Seller nor Buyer shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if such Acquired Asset or an attempted assignment thereof would otherwise be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and at no out-of-pocket expense to Seller or Buyer, under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Seller would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming Seller's obligations (to the extent otherwise constituting Assumed Liabilities hereunder), any and all rights of Seller thereunder.

Section 1.6 Further Conveyances and Assumptions. At the Closing, and from time to time thereafter, Seller and Buyer shall, and Seller and Buyer shall cause their respective Affiliates to, execute, acknowledge and deliver all such further actions, as may be reasonably necessary or appropriate to sell, transfer, convey, assign and deliver fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Seller and its successors and permitted assigns, the assumption of the liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective or evidence the transactions contemplated by this Agreement.

Section 1.7 Conflicts with Other Bidders. In the event of any conflict regarding the Acquired Assets or the Assumed Liabilities between this Agreement and agreements governing other sales of the Seller's assets in the Bankruptcy Case (the "Other Agreements"), Buyer shall cooperate in good faith with any other purchasers of Seller's assets pursuant to such Other Agreements, whether before or after the Closing Date, to ensure that all assets or liabilities are appropriately apportioned between Buyer and such other purchasers in order to reflect the intent of Buyer and such other purchasers hereunder and thereunder.

ARTICLE 2. CONSIDERATION

Section 2.1 Consideration. The aggregate consideration for the sale and transfer to Buyer of the Acquired Assets (the "Purchase Price") shall be:

(a) Twenty Million United States Dollars (\$20,000,000) (the "Gross Closing Cash Payment"), to be adjusted pursuant to Section 2.2(b), and paid and delivered in accordance with Section 3.3(a); and

(b) assumption of the Assumed Liabilities. Section 2.2 Good Faith Deposit.

Section 2.2 Good Faith Deposit.

(a) Concurrently or prior with the execution and delivery of this Agreement, notwithstanding anything to the contrary in this Agreement, Buyer shall pay to Seller the amount equal to Four Million United States Dollars (\$4,000,000) by wire transfer of immediately available funds (the “Good Faith Deposit”) The Good Faith Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of either of Seller or Buyer and shall be deposited in a segregated deposit account of Seller and held in trust to be administered solely in accordance with the terms of this Agreement and the Bidding Procedures Order. Upon the Closing, the Good Faith Deposit shall be an Excluded Asset and shall not be subject to any restrictions under this Agreement.

(b) If the Closing occurs, the Gross Closing Cash Payment shall be reduced by the amount of the Good Faith Deposit (such resulting amount, the “Net Closing Cash Payment”), to be paid and delivered in accordance with Section 3.3(a).

(c) If this Agreement is terminated pursuant to Section 9.1, the Good Faith Deposit shall be repaid to Buyer or retained by Seller in the amounts and at the times set forth in Section 9.2(a) through Section 9.2(c).

ARTICLE 3. CLOSING AND DELIVERIES

Section 3.1 Closing. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place remotely by the electronic exchange of documents and signatures, or such other place as may be agreed upon, at 7:00 a.m., local Central Time, on the third (3rd) Business Day following the satisfaction or, to the extent permitted by this Agreement, waiver of each of the conditions set forth in Article 8 of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction, or waiver to the extent permitted by this Agreement, of such conditions), or such other date as may be agreed to by Seller and Buyer, which date shall not be earlier than the first day following the entry of the Sale Order by the Bankruptcy Court (the “Closing Date”).

Section 3.2 Seller’s Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) all of the Acquired Assets, together with one or more duly executed bills of sale, endorsed certificates of title and other evidence of transfer of motor vehicles and instruments of conveyance appropriate for the applicable Acquired Assets, each as reasonably requested by Buyer and otherwise in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller;

(b) one or more duly executed assignment and assumption agreements for the Assumed Liabilities, in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an “Assignment and Assumption Agreement”);

(c) duly executed, and notarized where indicated, assignments of (i) the trademark and patent registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in a form suitable for recording in the U.S. Patent and Trademark Office (and equivalent offices in jurisdictions outside the United States), (ii) the Internet domain

name registrations and applications included in the Acquired Intellectual Property registered in the name of Seller, in a form suitable for filing with all applicable domain name registries, together with all relevant authorization codes for the transfer of such domain name registrations and applications and confirmation that the same have been unlocked, and (iii) general assignments of all other Acquired Intellectual Property, in each case in form and substance customary for transactions of this nature and reasonably acceptable to Buyer and Seller (each, an “Acquired Intellectual Property Assignment”);

(d) the officer’s certificate required to be delivered pursuant to Section 8.2(a) and Section 8.2(b);

(e) one or more affidavits executed by Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that Seller is not a foreign person within the meaning of Section 1445(f)(3) and/or Section 1446 of the Code;

(f) a duly executed Limited Power of Attorney to enable Buyer to execute on Seller’s behalf any further documents necessary to record the assignment to Buyer of Acquired Intellectual Property; and

(g) such other documents, instruments and certificates as Buyer may reasonably request to transfer the Acquired Assets to Buyer in accordance with the terms and conditions hereof.

Section 3.3 Buyer’s Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) cash in an amount equal to the Net Closing Cash Payment, by wire transfer of immediately available funds to the account or accounts of Seller identified by Seller in writing reasonably in advance of the Closing;

(b) one or more duly executed Assignment and Assumption Agreements;

(c) the officer’s certificate required to be delivered pursuant to Section 8.1(a) and Section 8.1(b); and

(d) such other documents, instruments and certificates as Seller may reasonably request to transfer, assign and delegate the Assumed Liabilities to Buyer in accordance with the terms and conditions hereof.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Corporate Organization. Each entity comprising Seller is duly formed or incorporated and validly existing and in good standing under the laws of its respective state of domicile. Subject to any necessary authority from the Bankruptcy Court, each entity comprising

Seller has the requisite corporate or limited liability company power and authority to conduct the Business as now being conducted and to carry out its obligations under this Agreement.

(b) Qualification to do Business. Each entity comprising Seller is duly qualified to do business and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Each entity comprising Seller has the corporate or limited liability company power and authority necessary to enter into this Agreement and each Ancillary Agreement to which Seller is a party and, subject to the Bankruptcy Court's entry of the Sale Order, to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each Ancillary Agreement has been duly authorized and at or before Closing the execution and delivery of the Ancillary Agreements to which Seller is a party will be duly authorized, by all necessary corporate or limited liability company action by the boards of directors or managers of Seller, and no other corporate or limited liability company proceedings are necessary for the performance by Seller of its obligations under this Agreement and each Ancillary Agreement or the consummation by Seller of the transactions contemplated by this Agreement and each Ancillary Agreement. This Agreement and each Ancillary Agreement has been duly and validly executed and delivered by Seller, and at Closing the Ancillary Agreement to which Seller is a party will be duly and validly executed and delivered by Seller, and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Buyer, the Agreement is, and each of the Ancillary Agreements to which Seller is a party will be at Closing, a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(d) No Conflict or Violation. Neither the execution and delivery by Seller of this Agreement or any of the Ancillary Agreements to which Seller is a party, nor (subject to the Bankruptcy Court's entry of the Sale Order) the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements to which Seller is a party, nor compliance by Seller with any of the provisions hereof or thereof, will (x) conflict with or result in any breach of any provision of the respective certificates of incorporation or formation of Seller or the respective by-laws or operating agreements of Seller, or (y) violate any provision of law, regulation, rule or other legal requirement of any Government ("Law") or any order, judgment or decree of any court or Government ("Order") applicable to Seller or any of its properties or assets except, in either of the foregoing cases (x) and (y), for any conflict or violation as would not reasonably be expected to cause a Material Adverse Effect.

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Seller is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Seller after the Closing in order for Buyer to own or operate any of the Acquired Assets; (ii) the entry of the Sale Order by the Bankruptcy Court; or (iii) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Title and Ownership. Seller has good title to, or right by license, lease or

other agreement to use, the Acquired Assets. Subject to the entry of the Sale Order, at the Closing, Seller will have the right to transfer the Acquired Assets to Buyer free and clear of all Liens, other than Liens included in the Assumed Liabilities and Permitted Liens.

(g) Compliance with Law. Except as set forth on Schedule 4.1(g), (i) Seller has operated the Business in material compliance with all applicable Laws, and (ii) except as may result from the Bankruptcy Case, Seller has not received written notice of any violation of any applicable Laws, nor is Seller in default with respect to any Order applicable to the Acquired Assets.

(h) No Real Property or Partnership Interest. The Acquired Assets do not include any Owned Real Property or Leased Real Property or any “United States real property interest” within the meaning of Section 1445 of the Code or any “partnership interest” within the meaning of Section 1446 of the Code.

(i) Permits. Schedule 4.1(i) sets forth a complete and correct list of all material Permits currently held by Seller in connection with the Business (“Material Permits”), and all Material Permits at the current locations of the Business are, except as would not cause a Material Adverse Effect, in full force and effect.

(j) Intellectual Property. Schedule 1.1(j) sets forth a complete and correct list of all registrations and applications of the trademarks, patents and domain names owned and primarily used by Seller in connection with the Business.

(k) Business Name. Schedule 11.1(a) sets forth a complete and correct list of all trademarks and service marks comprising the Business Name.

(l) Seller Not a Foreign Person. Seller is not a “foreign person” within the meaning of Section 1445 or 1446 of the Code.

(m) No Equity or Similar Interests in Other Persons. The Acquired Assets do not include any interests in any corporations, partnerships, joint ventures, or other similar entities.

(n) No share, equity interest or right that is excluded under Section 1.2(f) provides the holder thereof with a right to acquire or any lien on any of the Acquired Assets.

(o) The Acquired Assets represent all of the equipment, inventory, and Intellectual Property necessary to manufacture and sell semi-automatic, lever-action and bolt-action rifles under the brand Marlin Firearms Company as currently produced by the Sellers.

Section 4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Corporate Organization. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation. Buyer has the requisite limited liability company power and authority to own its properties and assets and to conduct its business as now conducted and to carry out its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party.

(b) Qualification to do Business. Buyer is duly qualified to do business as an entity and is in good standing in every jurisdiction in which the character of the properties owned or leased by it or the nature of the business(es) conducted by it makes such qualification necessary.

(c) Authorization and Validity. Buyer has the requisite limited liability company power and authority necessary to enter into this Agreement and at Closing will have the requisite limited liability company power and authority necessary to enter into each of the Ancillary Agreements to which Buyer is a party, and to carry out its obligations hereunder and thereunder, subject to (i) the Bankruptcy Court's entry of the Sale Order, and (ii) the termination or expiration of the waiting period under the HSR Act (if applicable), to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and those Ancillary Agreements to which Buyer is a party have been duly authorized by all necessary limited liability company action by the board of managers, and no other limited liability company proceedings are necessary for the performance by Buyer of its obligations under this Agreement and each of the Ancillary Agreements to which Buyer is a party, or the consummation by Buyer of the transactions contemplated hereby or thereby. This Agreement and each of the Ancillary Agreements to which Buyer is a party have been duly and validly executed and delivered by Buyer, and at Closing each Ancillary Agreement will be duly and validly executed and delivered by Buyer, and, subject to the Bankruptcy Court's entry of the Sale Order and assuming due authorization, execution and delivery by Seller, the Agreement is, and each of the Ancillary Agreements will be at Closing are valid and binding obligations of Buyer enforceable against it in accordance with their respective terms.

(d) No Conflict or Violation. Neither the execution and delivery by Buyer of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor (subject to (i) the Bankruptcy Court's entry of the Sale Order, and (ii) the termination or expiration of the waiting period under the HSR Act (if applicable)) the consummation of the transactions contemplated hereby or thereby, nor compliance by Buyer with any of the provisions hereof or thereof, will (i) conflict with or result in any breach of any provision of the certificate of formation of Buyer, (ii) violate any provision of Law or any Order applicable to Buyer or any of its properties or assets, or (iii) automatically result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including but not limited to, any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any contract, indenture, note, bond, lease, license or other agreement to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject, except as would not materially and adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement or any of the Ancillary Agreements..

(e) Consents and Approvals. The execution, delivery and performance of this Agreement and the Ancillary Agreements to which Buyer is a party do not and will not require the consent or approval of, or filing with, any Government or any other Person, other than (i) as may be required to be obtained by Buyer after the Closing in order to own or operate any of the Acquired Assets; (ii) for entry of the Sale Order by the Bankruptcy Court; or (iii) for such consents, approvals and filings, of which the failure to obtain or make would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Ancillary Agreements to which Buyer is a party.

(f) Financial Capability. Buyer and any Buyer Acquisition Vehicle currently

has or at Closing will have available funds necessary to consummate the transactions contemplated by this Agreement, including the acquisition of the Acquired Assets and assumption of the Assumed Liabilities, and the payment therefor to Seller of the Gross Closing Cash Payment, and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer is a party on the terms and subject to the conditions contemplated hereby and thereby.

(g) Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Acquired Assets and acknowledges that Seller has provided Buyer with reasonable access to the personnel, properties, premises and records of the Business for this purpose. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Bankruptcy Case. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis, and Buyer (i) acknowledges that neither Seller nor any of its Affiliates or Related Persons makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or Related Persons, except for the representations and warranties contained in Section 4.1 (which are subject to the limitations and restrictions contained in this Agreement); and (ii) agrees, to the fullest extent permitted by Law, that none of Seller, its Affiliates or any of their respective Related Persons shall have any liability or responsibility whatsoever to Buyer or its Affiliates or Related Persons on any basis (including, without limitation, in contract or tort, under federal or state securities Laws or otherwise, but excluding misrepresentation or concealment arising from actual fraud of Seller) based upon any information provided or made available, or statements made, to Buyer or its Affiliates or Related Persons (or any omissions therefrom), including, without limitation, in respect of the specific representations and warranties of Seller set forth in this Agreement, except, with regard to Seller, for the representations and warranties contained in Section 4.1 and, with respect to such representations and warranties, subject to the limitations and restrictions contained in this Agreement.

Section 4.3 Warranties Exclusive; Schedules.

(a) The representations and warranties contained in Article 4 are the only representations or warranties given by the parties to this Agreement and all other express or implied warranties are disclaimed. Without limiting the foregoing, the Acquired Assets are otherwise conveyed “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and all warranties of merchantability or fitness for a particular purpose are disclaimed. WITHOUT LIMITING THE FOREGOING, SELLER AND SELLER’S AFFILIATES AND THEIR RESPECTIVE RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (A) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (B) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES, (C) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR RELATED PERSONS OR (D) THE CONDITION OF THE ACQUIRED ASSETS, INCLUDING WITHOUT LIMITATION, COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR OTHER LAWS. SELLER AND SELLER’S AFFILIATES AND RELATED PERSONS HAVE MADE NO REPRESENTATIONS OR WARRANTIES IN ANY OTHER AGREEMENT.

(b) The disclosure of any matter or item in any schedule hereto shall not be

deemed to constitute an acknowledgement that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

Section 4.4 Survival of Representations and Warranties. None of the representations or warranties of Buyer or Seller set forth in this Agreement or any Ancillary Agreement to which Buyer or Seller is a party or in any certificate delivered pursuant to Section 8.1(a), Section 8.1(b), Section 8.2(a) or Section 8.2(b), as applicable, shall survive the Closing (and, for the avoidance of doubt, all covenants set forth in this Agreement or any Ancillary Agreement shall survive in accordance with their respective terms).

ARTICLE 5. COVENANTS OF THE PARTIES

Section 5.1 Covenants of Seller. Seller covenants as follows:

(a) Commercially Reasonable Efforts. Between the Effective Date and the Closing Date, Seller shall use all commercially reasonable efforts to (except as may be disclosed to Buyer) (i) obtain all necessary consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement and the Ancillary Agreements to which Seller is a party, (ii) take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) maintain the Acquired Assets substantially in accordance with Seller's current practices and procedures (as adjusted for the effects of any COVID Restrictions).

(b) Access to Properties and Documents; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access (subject to any COVID Restrictions) during normal business hours throughout the period from the Effective Date until the Closing Date (or the earlier termination of this Agreement pursuant to Article 9) to all Documents of Seller relating to the Acquired Assets and the Assumed Liabilities. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access taking into account any COVID Restrictions and Seller's resources and other commitments, during normal business hours, to all Acquired Assets, and to Seller's executive officers, accountants, counsel, employees and other representatives, throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 9). The rights of access contained in this Section 5.1(b) are granted subject to, and on, the following terms and conditions: (i) any such investigation shall not include physical testing or sampling and will be conducted in a reasonable manner; (ii) all information provided to Buyer or its agents or representatives by or on behalf of Seller or its agents or representatives (whether pursuant to this Section 5.1(b) or otherwise) will be governed and protected by the Confidentiality Agreement, dated as of February 3, 2020 by and between Jefferson River Capital, LLC and ROC (the "Confidentiality Agreement"); and (iii) such rights of access shall not affect or modify the conditions set forth in Article 8 in any way.

(c) Operation of the Business. Except (i) as otherwise contemplated or permitted by this Agreement or the Ancillary Agreements, (ii) with the prior consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or (iii) in connection with any Order relating to the Bankruptcy Case, between the Effective Date and the Closing Date, Seller shall use its commercially reasonable efforts to safeguard and maintain the Acquired Assets in their

condition as of the Effective Date (except for ordinary wear and tear) and prevent any destruction thereof or material damage thereto between the Effective Date and the Closing Date.

Section 5.2 Covenants of Buyer. Buyer covenants as follows:

(a) Commercially Reasonable Efforts. Buyer shall use all commercially reasonable efforts to (except with Seller's prior written consent, in Seller's sole discretion) (i) obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer to effect the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) take, or cause to be taken, all action, and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective in an expeditious manner the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Indemnification for Use of Real Property. Buyer shall indemnify, defend and hold harmless (i) Seller, (ii) the lessors of any Leased Real Property, and (iii) Seller's and such lessors' respective Affiliates and Related Persons from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by such Persons in connection with (A) Buyer's or Buyer's agents' or representatives' entry upon the Leased Real Property in connection with their exercise of the right of access pursuant to Section 5.1(b), and (B) any and all other activities undertaken by Buyer or Buyer's agents or representatives with respect to any such Leased Real Property.

(c) Released Claims. Effective as of the Closing Date, Buyer, on behalf of itself and its Affiliates and each of their respective employees, directors, officers, shareholders, and advisors, hereby covenants and agrees that it shall not (i) assert any Claims that constitute Acquired Assets to the extent such Claims have been, or are at any time thereafter, released by or on behalf of Seller or any other Person pursuant to the Plan, an Order of the Bankruptcy Court, or otherwise or (ii) pursue, prosecute or assert any rights related to any Claims against employees, officers or directors of Seller, including by way of offset or recoupment.

ARTICLE 6. ADDITIONAL AGREEMENTS

Section 6.1 Bankruptcy Matters.

(a) Backup Bidder. In the event that Buyer is designated as the "Backup Bidder" in accordance with and as defined in the Bidding Procedures Order, Buyer agrees that it will keep the Backup Bid (as defined in the Bidding Procedures Order) open and irrevocable until the earlier of 5:00 p.m. (prevailing Central Time) on the date that is sixty (60) days after the date of entry of the Bankruptcy Court's Order approving the Alternative Transaction and the closing date of the Alternative Transaction. Notwithstanding anything to the contrary in this Agreement, Seller may also identify and enter into agreements respecting (x) a "back-up" bid relating to an Alternative Transaction, and/or (y) a liquidation sale of all or a portion of the inventory and the other assets of Seller, in either case to become effective in the event Buyer does not perform in accordance with the terms of this Agreement.

(b) Notice to Holders of Liens, Claims and Interests. Seller has provided notice of the Sale Order to all holders of Liens, Claims and Interests in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the Bankruptcy Court and

any other applicable Order of the Bankruptcy Court.

(c) Entry of Sale Order. Seller has filed with the Bankruptcy Court one or more motions which, collectively, seek the entry of the Sale Order. The Sale Order provides that, without limitation and notwithstanding anything to the contrary in this Agreement, Buyer is not liable for, and is taking the Acquired Assets free of, any Excluded Liability. Seller and Buyer shall use reasonable best efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement. In the event that any Orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Seller and Buyer will cooperate in determining and pursuing the response to any such appeal, petition or motion and Seller and Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion. For purposes of this Section 6.1(c) only, commercially reasonable efforts shall without limitation require each party to this Agreement to pay its costs and expenses reasonably required in connection with preparing and seeking entry of the Sale Order by the Bankruptcy Court and resolution of any appeal therefrom.

Section 6.2 Transition Arrangements.

(a) Access Covenant. Upon reasonable request from Seller, during reasonable hours, and subject to the terms of the Confidentiality Agreement, Buyer will following the Closing Date provide to Seller, and the accountants, counsel and representatives of Seller, including any administrator of the Plan or Seller's estate, such access to the pre-closing books and records relating to the Acquired Assets as is reasonably necessary to permit Seller to monetize any Excluded Assets and otherwise liquidate its estate after the Closing and confirmation of the Plan and to conclude the Bankruptcy Case, including the administration of the Plan, reconciliation and litigation of claims and making of distributions contemplated under the Plan or otherwise. Such access will include (a) reasonable access to Buyer's personnel, information technology systems and books and records and (b) the use of office space for individuals and office support of appropriate secretaries or clerks for employees of Seller engaged in such wind-down and liquidation process. Buyer will provide such services free of any charges, fees or rents, provided that Seller will reimburse Buyer for reasonable out-of-pocket costs and expenses incurred by Buyer in connection with providing such services (which for the avoidance of doubt will not include salaries paid to Buyer's consultants or employees or Buyer's overhead but may include temporary service workers (at customary and reasonable hourly costs) if needed based upon the reasonable time demands of the regular work of Buyer's employees and the reasonable time demands of Seller's employees engaged in the liquidation).

(b) Transitional Regulatory Matters. From the Effective Date until the Closing Date, Buyer and Seller shall each use reasonable best efforts to cooperate in the registration of Buyer as licensee, as of and conditional upon the Closing, under the ATF Licenses.

Section 6.3 Further Assurances. At the request and the sole expense of the

requesting party, either party shall, at any time after the Closing Date, execute and deliver such documents as the other party or its counsel may reasonably request to effectuate the purposes of this Agreement.

ARTICLE 7. TAXES.

Section 7.1 Taxes Related to Purchase of Assets. All recording and filing fees and all federal, state and local sales, transfer, excise, value-added or other similar Taxes, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, but excluding all income taxes and other fees based upon gain realized by Seller as a result of the sale of the Acquired Assets (collectively, "Transaction Taxes"), that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets, and which are not exempt under Section 1146(c) of the Bankruptcy Code, shall be paid by Buyer. Buyer and Seller agree to cooperate to determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement, and Seller agrees to assist Buyer reasonably in the preparation and filing of any and all required returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

Section 7.2 Cooperation on Tax Matters.

(a) Buyer and Seller agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) Buyer agrees to retain possession, at its own expense, of all accounting, business, financial and Tax records and information (i) relating to the Acquired Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired Assets or the Assumed Liabilities before the Closing Date until the earlier of (A) a period of six (6) years from the Closing Date, and (B) the wind-down and liquidation or other termination in bankruptcy of Seller's estate, and in either such case, Buyer will give Seller prior notice and an opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Buyer agrees that it will provide access to Seller and its attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to the books, records, documents and other information relating to the Acquired Assets or the Assumed Liabilities as Seller may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any such Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y) administer or complete any cases under Chapter 11 of the Bankruptcy Code of Seller. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets or the Assumed Liabilities. Seller agrees to retain possession, at its own expense, of all accounting, business, financial and Tax records and information (i) relating to the Acquired Assets or the Assumed Liabilities that are in existence on the Closing Date to the extent not transferred to Buyer hereunder and (ii) coming into existence after the Closing Date that relate to the Acquired

Assets or the Assumed Liabilities after the Closing Date until the earlier of (A) a period of six (6) years from the Closing Date, and (B) the wind-down and liquidation or other termination in bankruptcy of Seller's estate, and in every such case, as relevant, Seller will give Buyer prior notice and an opportunity to retain any such records in the event of the wind-down and liquidation or other termination in bankruptcy of Seller's estate or other elimination of Seller as a separate entity or in the event that Seller determines to destroy or dispose of them after such period, and Seller shall exercise good faith efforts to make arrangements to have forwarded to Buyer any such records that come, or otherwise might come, into Seller's possession thereafter. In addition, from and after the Closing Date, Seller agrees that it will provide access to Buyer and its attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to the books, records, documents and other information relating to the Acquired Assets or the Assumed Liabilities as Buyer may reasonably deem necessary to (x) properly prepare for, file, prove, answer, prosecute and/or defend any Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (y) administer or complete any other proceeding where such may be relevant. Such access shall include, without limitation, access to any computerized information retrieval systems relating to the Acquired Assets or the Assumed Liabilities.

Section 7.3 Allocation of Purchase Price. Promptly (and in any event within sixty (60) days) following the Closing Date, Seller shall prepare and deliver a schedule to Buyer allocating the Purchase Price among the Acquired Assets (the "Allocation"). Seller and Buyer will reasonably cooperate in good faith to resolve any disputes regarding the Allocation and to file with the Internal Revenue Service their respective Forms 8594 as provided for in Section 1060 of the Code on a basis consistent with the Allocation, and the Allocation shall be reflected on any Tax Returns required to be filed as a result of the transactions contemplated by this Agreement.

Section 7.4 Buyer and Seller will cooperate and Buyer shall use commercially reasonable efforts to cause the Buyer or any Buyer Acquisition Vehicle to be registered with the Bureau of Alcohol, Tobacco, Firearms and Explosives as a "manufacturer" for purposes of the Firearms Ammunition and Excise Tax on or before the Closing Date

ARTICLE 8. CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES.

Section 8.1 Conditions Precedent to Performance by Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 8.1(c)) may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in Section 4.2 shall be accurate in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a material adverse effect on Buyer's ability to perform its obligations hereunder, and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before

the Closing Date (except with respect to the obligation to pay the Good Faith Deposit and the Gross Closing Cash Payment in accordance with the terms of this Agreement, which obligations shall be performed in all respects), and Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, solely in such capacity on behalf of Buyer, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Buyer's Deliveries. Buyer shall have delivered to Seller all of the items set forth in Section 3.3.

Section 8.2 Conditions Precedent to Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which (other than the conditions contained in Section 8.2(c)) may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. All representations and warranties made by Seller in Section 4.1 shall be accurate in all material respects on and as of the Closing Date as if again made by Seller on and as of such date, except for (i) those representations and warranties that speak solely as of a specific date and that were true and correct as of such date, and (ii) inaccuracies that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(b) Performance of the Obligations of Seller. Seller shall have performed all obligations required under this Agreement to be performed by it on or before the Closing Date, other than failures of performance that do not result in a Material Adverse Effect, and Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, solely in such capacity on behalf of Seller, to that effect.

(c) Consents and Approvals. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, modifying, or amending the Sale Order shall be in effect on the Closing Date.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated by this Agreement shall be in effect.

(e) Seller's Deliveries. Seller shall have delivered to Buyer all of the items set forth in Section 3.2.

ARTICLE 9. TERMINATION.

Section 9.1 Conditions of Termination. This Agreement may be terminated at any time before the Closing:

(a) By mutual written consent of Seller and Buyer;

(b) By Seller, by notice to Buyer, on or after the date that is 150 calendar days after the Petition Date (the “Warranty Termination Date”), if the condition contained in Section 8.1(a) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 9.1(b) if Seller is then in material breach of this Agreement;

(c) By Seller, by notice to Buyer, if Seller has previously provided Buyer with written notice of Buyer’s failure to perform any material covenant of Buyer contained in this Agreement and Buyer has failed within five (5) days after such notice to perform such covenant; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 9.1(c) if Seller is then in material breach of this Agreement;

(d) By Seller, by notice to Buyer, on or after the date that is 150 calendar days after the Petition Date (the “Approval Termination Date”), if any condition contained in Section 8.1(c) or Section 8.1(d) has not been satisfied or waived; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 9.1(d) if Seller is then in material breach of this Agreement;

(e) By Buyer, by notice to Seller, on or after the Warranty Termination Date, if the condition contained in Section 8.2(a) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 9.1(e) if Buyer is then in material breach of this Agreement;

(f) By Buyer, by notice to Seller, if (i) the condition contained in Section 8.2(e) has not been satisfied or waived, or (ii) Buyer has previously provided Seller with written notice of a failure to perform any material covenant of Seller contained in this Agreement and Seller has failed within five (5) days after such notice to perform such covenant; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 9.1(f) if Buyer is then in material breach of this Agreement;

(g) By Buyer, by notice to Seller, after the Approval Termination Date, if any condition contained in Section 8.2(c) or Section 8.2(d) has not been satisfied or waived; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 9.1(g) if Buyer is then in material breach of this Agreement;

(h) By Buyer, by notice to Seller, or by Seller, by notice to Buyer, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Case into a case under Chapter 7 of the Bankruptcy Code, appointing a trustee in the Bankruptcy Case, or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or the occurrence of any of the foregoing;

(i) By Seller, five (5) Business Days after notice to Buyer, if the Bankruptcy Court has not entered the Sale Order by the date that is 60 calendar days after the Petition Date; and

(j) Automatically, upon the earlier of (i) Seller consummating an Alternative Transaction, and (ii) sixty (60) days following the date upon which the Bankruptcy Court issues a Final Order approving an Alternative Transaction.

Section 9.2 Effect of Termination; Remedies.

(a) In the event of termination pursuant to Section 9.1, this Agreement shall become null and void and have no effect (other than Article 9, Article 10, and Article 11, which shall survive termination), with no liability on the part of Seller or Buyer, or their respective Affiliates or Related Persons, with respect to this Agreement, except for (i) the liability of a party for its own expenses pursuant to Section 10.4, (ii) the obligation of Buyer under Section 6.1(a), and (iii) any liability provided for in Section 9.2(b) through Section 9.2(d), inclusive;

(b) If this Agreement is terminated pursuant to Section 9.1(a), Section 9.1(d), Section 9.1(e), Section 9.1(f), Section 9.1(g), Section 9.1(h), Section 9.1(i) or Section 9.1(j), then the Good Faith Deposit shall, within three (3) Business Days, be returned by Seller to Buyer.

(c) If this Agreement is terminated pursuant to Section 9.1(b) or Section 9.1(c), then Seller may, at its sole election within three (3) Business Days, retain the Good Faith Deposit, as liquidated damages (the "Break Fee").

(d) Notwithstanding anything to the contrary herein, but without limitation to the right to enforce covenants as set forth in Article 6 (if the Closing shall have occurred) (i) Seller's entitlement to the Liquidated Damages Fee (to the extent provided for in this Agreement) will constitute liquidated damages (and not a penalty) and, if Seller retains such amount, then notwithstanding anything to the contrary contained herein, such Liquidated Damages Fee shall be the sole and exclusive remedy available to Seller and any other Person against Buyer, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Buyer, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby, and (ii) Buyer's entitlement to the reimbursement of the Good Faith Deposit (to the extent provided for in this Agreement) shall be the sole and exclusive remedy (at law, in equity or otherwise) available to Buyer and any other Person against Seller, its Subsidiaries, and any of their respective Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of Seller, its Subsidiaries or any of their respective Affiliates shall have any further liability relating to or arising out of this Agreement or the transactions contemplated hereby. Each Party acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement.

Section 9.3 [Intentionally Omitted].

ARTICLE 10. MISCELLANEOUS.

Section 10.1 Successors and Assigns. Prior to the Closing, neither Buyer nor Seller shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, and any such attempted assignment without such prior written consent shall be void and of no force and effect; provided that if Buyer wishes, upon prior written notice to Seller, to assign its rights, obligations and liabilities hereunder no later than ten (10) days prior to the Closing Date to a Buyer Acquisition Vehicle, such prior written consent of Seller shall not unreasonably be withheld. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

Section 10.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the parties to this Agreement irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction over the Northern District of Alabama.

Section 10.3 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.3.

Section 10.4 Expenses. Except as expressly otherwise provided herein, each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including, without limitation, any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated. Buyer shall pay the cost of any surveys (without limitation to the restriction in Section 5.1(b)(i)), title insurance policies and title reports ordered by Buyer.

Section 10.5 Broker's and Finder's Fees. Each of the parties to this Agreement

represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and, to such party's Knowledge, no broker or other Person is entitled to any commission or broker's or finder's fee in connection with any of the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 10.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated by this Agreement in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

Section 10.7 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) when transmitted via electronic mail to the applicable electronic mail address set forth below if confirmation of receipt is obtained promptly after completion of transmission; (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iv) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller:

Remington Outdoor Company, Inc.
100 Electronics Blvd., SW
Huntsville, Alabama 35824
Attention: Ken D'Arcy
Email: ken.darcy@remington.com

With a copy in either case to (which copy alone shall not constitute notice):

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John Paul Motley, Esq. and Stephen H. Warren, Esq.
Phone: (213) 430-6100 and (213) 430-7875, respectively
Email: jpmotley@omm.com and swarren@omm.com, respectively

If to Buyer:

Long Range Acquisition LLC
100 Springdale Road
Westfield, MA 01085
Attention: Michael Somma, Secretary

Email: msomma@jrivercapital.com

With a copy to (which copy alone shall not constitute notice):

Sterlington, PLLC
228 Park Avenue
New York, New York 10003
Attention: Christopher Harrison, Esq.
Email: ch@sterlington.net

(b) Any party may change its address for the purpose of this Section 10.7 by giving the other party written notice of its new address in the manner set forth above.

Section 10.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 10.9 Time of Essence. Time is of the essence in the performance of each and every term of this Agreement.

Section 10.10 Public Announcements. Promptly after the execution and delivery of this Agreement, the parties shall make a joint press release in form and substance reasonably satisfactory to both of them regarding the transactions contemplated herein. Thereafter, no party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed) unless a press release or public announcement is required by Law or Order of the Bankruptcy Court. If any such announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing party agrees to give the nondisclosing party prior notice of, and an opportunity to comment on, the proposed disclosure. Notwithstanding anything to the contrary in this Section 10.10, Seller (a) shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and (b) may disclose this Agreement to its equityholders and lenders to the extent required by the provisions of any of Seller's bylaws, credit agreements and other pre-existing contractual obligations.

Section 10.11 Entire Agreement. This Agreement (including the Ancillary Agreements referenced herein), the Sale Order and the Confidentiality Agreement contain the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All schedules to this Agreement and any documents and instruments delivered pursuant to any provision of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

Section 10.12 Parties in Interest. Nothing in this Agreement is intended to or shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns; provided that, an Other Buyer shall have the right to access certain records in accordance with Section 1.1(f). Nothing in this Agreement is intended to or shall relieve or discharge the obligations or liability of any third Persons to Seller or Buyer. This Agreement is not intended to nor shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

Section 10.13 Bulk Sales Laws. Buyer waives compliance by Seller and Seller waives compliance by Buyer, with the provisions of the “bulk sales”, “bulk transfer” or similar laws of any state other than any Laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

Section 10.14 Construction. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. As used in this Agreement, the word “including” and its derivatives means “without limitation” and its derivatives, the word “or” is not exclusive and the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole.

Section 10.15 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Executed signature pages to this Agreement may be delivered by electronic mail and such electronic copies will be deemed as sufficient as if actual signature pages had been delivered.

ARTICLE 11. DEFINITIONS.

Section 11.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

“Alternative Transaction” means Seller consummating one or more transaction or series of transactions, whether a going concern sale, liquidation or otherwise, that involves a sale of all or substantially all of the Business or the Acquired Assets by Seller to a purchaser or purchasers other than Buyer.

“Ancillary Agreements” means, collectively, the Assignment and Assumption Agreements (if any), Assignment and Assumption of Leases (if any), Acquired Intellectual Property Assignments, quitclaim deeds, and other certificates, affidavits and releases delivered pursuant to Article 3.

“Antitrust Law” means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other Laws and Orders, that are

designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

“ATF” means the United States Bureau of Alcohol, Tobacco, Firearms and Explosives.

“ATF Licenses” means all of those licenses issued by ATF as provided by the GCA and the GCA’s implementing regulations that are necessary for Buyer to conduct the Business as currently conducted.

“Avoidance Actions” means any and all causes of action, claims and remedies of Seller under Sections 510 and 542 through 553 of the Bankruptcy Code, or under similar state laws including, without limitation, fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by Law or other governmental action to close.

“Business Name” means “Marlin Firearms,” either alone or in combination with other words, graphics or designs, including all rights in said term as a trade name, trade mark, corporate name, service mark and domain name, including without limitation those set forth on Schedule 11.1(a), and any confusingly similar variation, derivative or transaction thereof.

“Buyer Acquisition Vehicle” means a Creditworthy entity that is wholly-owned and controlled by Savage Arms, Inc.

“Cash” means all cash and cash equivalents held by Seller, including all petty cash, register cash, undeposited checks, cash in transit and marketable securities, in each case as of immediately prior to the Closing (and including without limitation (i) the Good Faith Deposit, (ii) the Net Closing Cash Payment, (iii) any fee reserves or escrows established by Seller, and (iv) any cash in the Dominion Account (as defined in the Priority Term Loan)).

“Claims” encompasses the definition in Bankruptcy Code §101(5) and under this Agreement also includes any and all liabilities, rights, credits, defenses, allowances, rebates, choses in action, rights of recovery, set-off, causes of action, civil or criminal, any contributions received from or owed to charitable or other organizations, assertions of legal or moral responsibility, in each case known or unknown, pending or threatened, at law or in equity, direct or derivative, liquidated or unliquidated, matured or unmatured, disputed or undisputed, choate or inchoate, judgments, demands, rights of first refusal or offer, recoupment, rights of recovery, reimbursement, contribution, indemnity, exoneration, rights under products liability, alter ego, environmental, intellectual property (including any infringement thereof), tort, contract and any other legal or equitable basis of liability, charges of any kind or nature, debts arising in any way in connection with any agreements, acts or failures to act, and all pending, threatened, asserted or unasserted actions against Seller or any of its Affiliates, or any of their respective current or former officers, employees, agents or independent contractors, any of their assets or properties, the Business, or any of their operations or activities arising out of or relating to any matter, occurrence, action, omission or circumstance, and includes any Claims against Buyer under doctrines of successor liability or any other ground or theory (which Claim may also be an Interest or Lien).

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, indenture, note, bond, lease, license, premium finance arrangement, purchase order, sales order or other agreement to which Seller is a party; provided that Contracts do not include any Lease or any employment or similar Contracts.

“COVID Restrictions” means quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or any other applicable Law, order, directive, guideline or recommendation by any Government of competent jurisdiction.

“Creditworthy” means sufficiently capitalized, to the reasonable satisfaction of Seller upon provision to Seller of substantiating documentary evidence, to be able to pay the Gross Closing Cash Payment.

“D&O Insurance” means the policies in effect as of the Effective Date that provides for insurance from liability for current and former directors and officers of Seller, including insurance from liabilities with respect to all claims (including, under “tail” insurance coverage, those claims brought within six (6) years from the Closing Date) arising out of or relating to events which occurred on or prior to the Closing Date (including in connection with the transactions contemplated by this Agreement).

“DIP Facility” means any debtor-in-possession financing advanced to Seller in the Bankruptcy Case.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, surveys, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

“Employee Benefit Plans” means (a) all “employee benefit plans,” as defined in Section 3(3) of ERISA, (b) all employment, consulting or other individual compensation agreements, and (c) all bonus or other incentive, equity or equity-based compensation, deferred compensation, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical, life insurance, scholarship programs or other plans, contracts, policies or arrangements that provide for compensation for employee benefits as to which Seller has any obligation or liability, contingent or otherwise.

“Employee Liabilities” means all liabilities of Seller to or with respect to all Employees whenever arising and liabilities of the type specified in Section 1114 of the Bankruptcy Code owing to retired employees of Seller

“Employees” means all individuals, as of the date of this Agreement, who are employed by Seller (including Employees who are absent due to then-applicable COVID Restrictions or vacation, family leave, short-term disability, COVID 19-related furloughs or absences or other approved leave of absence) in connection with the ownership, operation and management of the Business.

“Environmental Laws” means all applicable federal, state and local statutes, ordinances, rules, Orders, regulations and other provisions having the force of law, all judicial and administrative Orders and determinations, and all common law concerning pollution or protection of human health (as pertains to exposure to hazardous substances) and the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Exit Term Loan” means that certain Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of February 21, 2020, and that certain Amendment No. 5, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“FILO Facility” means that certain First Lien Last-Out Term Loan Agreement, dated as of May 15, 2018 (as amended by that certain Amendment No. 1, dated as of April 18, 2019, that certain Amendment No. 2, dated as of May 1, 2019, that certain Amendment No. 3, dated as of August 15, 2019, that certain Amendment No. 4, dated as of October 11, 2019, that certain Amendment No. 5 dated as of February 21, 2020, and that certain Amendment No. 6, dated as of March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto from time to time, Ankura Trust Company, LLC, as administrative agent and collateral agent and the lenders party thereto.

“Final Order” means an Order, ruling or judgment of any court of competent jurisdiction that has not been reversed, stayed, modified or amended, and as to which no appeal, petition for certiorari, motion or petition for rehearing or reargument is pending, and the deadline for any such filing has expired.

“GCA” means Gun Control Act of 1968 (Chapter 44 of Title 18, United States Code § 921 et seq).

“Government” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, or any state, county or municipality thereof, including the employees or agents thereof.

“Historic Firearms Books and Records” means all historic books and records relating to the sale of firearms included in the Acquired Assets, including all records required to be kept pursuant to parts 447, 478, and, 479 of title 27, Code of Federal Regulations.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Income Tax” means any Tax based on, imposed on or measured by income, gross receipts or profits, including any interest, penalty or other addition with respect thereto.

“Income Tax Return” means any Tax Return with respect to Income Taxes.

“Insurance Claim” means any and all of Seller’s Claims under Assumed Policies effective at any times prior to the Closing Date (except to the extent that such Claim arises from an Excluded Asset or Excluded Liability).

“Intellectual Property” means throughout the world (1) all intellectual property arising from or in respect of the following: (a) all patents and applications therefore, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, (b) all trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names, websites, social media accounts, handles, and corporate names and general intangibles of a like nature, including the Business Name, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (c) copyrights and registrations and applications therefore and works of authorship, and mask work rights, (d) all Software of Seller, (e) confidential information, know-how, research and development work product, trade secrets and inventions, and (f) all other intellectual property, (2) Seller’s rights pursuant to any Contract with Remington Licensing Corporation and (3) all claims or causes of action arising out of or related to past, present or future infringement or misappropriation of Seller’s rights or interests in intellectual property that is not an Excluded Asset and any related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Intellectual Property and collect damages therefor.

“Intercompany Note” means that certain Amended and Restated Promissory Note issued on April 18, 2019, for the principal amount of \$100,000,000, by Remington Arms Company, LLC in favor of FGI Holding Company, LLC.

“Interests” means all rights and entitlements of any nature including, without limitation, security interests, assignments of Liens or Claims, licenses, leases, contract rights, indentures, instruments, licenses, options, escheatment, abandoned property, unclaimed property, covenants, conditions, zoning, planning and any other restrictions, easements, encroachments, Permits or other interests in property or limitations on the use of real property or irregularities in title, rights of first refusal, rights to injunctive or other legal relief, any attributes of ownership, rights or restrictions of any kind and nature, whenever incurred, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, matured or unmatured, legal or equitable (which Interests may also be Liens or Claims).

“Knowledge” or any other similar term or knowledge qualification means, with respect to (i) Seller, the actual conscious knowledge of any of Ken D’Arcy (President and Chief Executive Officer of ROC), Mark Little (Vice President and Chief Financial Officer of ROC), as of the date the applicable representation or warranty is made or deemed made under this Agreement and (ii) Buyer, the actual conscious knowledge of Albert Kasper (Chief Executive Officer of Savage Arms, Inc.) and David Piacentini (Chief Financial Officer of Savage Arms, Inc.), as of the date the applicable representation or warranty is made or deemed made under this Agreement.

“Leased Real Property” means all leasehold or subleasehold estates and other rights of Seller to possess, use or occupy (or to grant others the right to possess, use or occupy) any land, buildings, structures, improvements, fixtures or other interest in real property, in each of the foregoing cases, to the extent possessed, used or occupied in connection with the Business.

“Leasehold Improvements” means all buildings, structures, improvements and fixtures that are owned by Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.

“Leases” means all leases, ground leases, subleases, licenses and other agreements, including all amendments, extensions, renewals, and other agreements with respect thereto, pursuant to which Seller has the right to possess, use, lease or occupy (or to grant others the right to possess, use or occupy) any Leased Real Property.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement, other than a lessor’s interest in, and any mortgage, pledge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement on or affecting a lessor’s interest in, property underlying any leases.

“Material Adverse Effect” means a state of facts, event, change or effect on the value of the Acquired Assets that results in a material and adverse effect on the value of the Acquired Assets taken as a whole, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (A) changes resulting from, or from any motion, application, pleading or Order filed relating to, the Bankruptcy Case; (B) any action of Seller taken pursuant to, or any failure of Seller to take any action prohibited by, any Order of the Bankruptcy Court, this Agreement or any of the Ancillary Agreements to which Seller is a party; (C) the public disclosure of this Agreement or any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby, (D) changes, after the Effective Date, in United States generally accepted accounting principles, (E) changes in general United States economic, monetary or financial conditions, including changes in prevailing interest rates, credit availability, and the credit markets generally, as well as changes in the commercial real estate markets in the geographic regions in which Seller operates the Business, (F) changes in the firearms, ammunition or sporting goods industries in general, (G) any acts of God, natural disasters, terrorism, armed hostilities, war (whether or not declared) or (H) any occurrence, outbreak, escalation or worsening of, or furloughs or Government actions (including any then-applicable COVID Restrictions) instituted in response to, any epidemic, pandemic or other disease (including without limitation the COVID-19 pandemic).

“Owned Real Property” means all land and all buildings, structures, fixtures and other improvements located thereon, and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights thereto, owned by Seller and used in the ownership, operation or management of the Business.

“Pension Plan” means Remington Arms Company, LLC Pension and Retirement Plan, (f/k/a Remington Arms Company, Inc. Pension and Retirement Plan), as amended from time to time, whereby the Marlin Firearms Co. Employees’ Pension Plan (a/k/a Marlin Firearms Company Employees Pension Plan), as amended from time to time, was merged into the Remington Arms

Company, LLC Pension and Retirement Plan.

“Permit” means any permit, license, authorization, registration or certificate obtained from any Government.

“Permitted Liens” mean: (a) Liens and Interests consisting of (X) Taxes not yet due, Liens and assessments for Taxes that are not yet delinquent, reservations in patents, and all easements, rights-of-way, encumbrances, Liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear on record, and (Y) the applicable zoning and use regulations or other Laws of any Government; (b) purchase money Liens securing payments under capital lease arrangements; (c) all terms, conditions and restrictions under any Permit; (d) Liens that will attach to the proceeds of the sale under this Agreement pursuant to Section 363 of the Bankruptcy Code or that will not survive the Closing and (e) Liens that Buyer agrees in writing to accept.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

“Plan” means a Joint Chapter 11 Plan filed by Seller with the Bankruptcy Court.

“Post-Closing Taxes” means any (i) Taxes, other than Transaction Taxes, imposed on the Acquired Assets in respect of a taxable period (or portion thereof) beginning after the close of business on the Closing Date and (ii) excise taxes of Seller attributable to the Business that relate to periods after Closing.

“Pre-Closing Taxes” means any Income Taxes and other Taxes paid, payable, or that become payable, in connection with Seller or any of its Affiliates or relating to the Business (whether or not deferred), in respect of a taxable period (or portion thereof) prior to or as of the close of business on the Closing Date.

“Priority Term Loan” means that certain Loan and Security Agreement, dated as of April 18, 2019 (as amended by that certain Amendment No. 1, dated May 1, 2019, that certain Amendment No. 2, dated June 24, 2019, that certain Amendment No. 3, dated August 15, 2019, that certain Amendment No. 4, dated October 11, 2019, that certain Amendment No. 5, dated February 21, 2020, and that certain Amendment No. 6, dated March 27, 2020, and as it may be further amended, supplemented or otherwise modified from time to time), by and among FGI Operating Company, LLC, the guarantors party thereto, Cantor Fitzgerald Securities, as administrative agent and initial collateral agent, and the lenders party thereto.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers or representatives of any such Person.

“Retained Litigation” means all litigation and Claims arising or related to events on or prior to the Closing.

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan,

organize and develop any of the foregoing, (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (e) all Documents related to any of the foregoing.

“State of Alabama Project Development Liabilities” means all liabilities under that certain Project Agreement dated as of February 17, 2014, by and between the State of Alabama and ROC, as amended or otherwise modified from time to time.

“Straddle Period” means any taxable period beginning on or prior to, and ending after, the Closing Date.

“Subsidiary(ies)” means, when used with respect to any specified Person, any other Person (a) of which the specified Person or any Subsidiary thereof is a general partner, (b) of which the specified Person or a Subsidiary thereof own at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions for such other Person of which owns the specified person or a Subsidiary thereof, or (c) that is directly or indirectly controlled by the specified Person or any Subsidiary thereof.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise (whether or not deferred), franchise, gross receipts, occupation, real and personal property, stamp, transfer, worker’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature, whether arising before, on or after the Closing Date; and “Tax” shall mean any one of them.

Section 11.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

Term:

	<u>Section</u>
Access to Records	Section
1.1(f)	
Acquired Assets	Section 1.1
Acquired Intellectual Property	Section 1.1(d)
Acquired Intellectual Property Assignment	Section 3.2(b)
Affiliate	Section 11.1
Agreement.....	<i>Preamble</i>
Allocation.....	Section 7.3

Alternative Transaction.....	Section 11.1
Antitrust Law	Section 11.1
Approval Termination Date	Section 9.1(d)
Assignment and Assumption Agreement.....	Section 11.1
Assignment and Assumption of Lease.....	Section 11.1
Assumed FF&E Leases.....	Section 1.1(b)
Assumed Liabilities	Section 1.3
Assumed Policy Rights	Section 1.1(c)
Avoidance Actions.....	Section 11.1
Bankruptcy Case	<i>Recitals</i>
Bankruptcy Code	<i>Recitals</i>
Bankruptcy Court.....	<i>Recitals</i>
Bidding Procedures Motion	<i>Recitals</i>
Bidding Procedures Order.....	<i>Recitals</i>
Liquidated Damages Fee.....	Section 9.2(c)
Business	<i>Recitals</i>
Break Fee	Section 9.2(c)
Business Day.....	Section 11.1
Business Name.....	Section 11.1
Buyer.....	Preamble
Buyer Acquisition Vehicle.....	Section 11.1
Cash.....	Section 11.1
Claims	Section 11.1
Closing	Section 3.1
Closing Date.....	Section 3.1
Code	Section 11.1
Confidentiality Agreement.....	Section 5.1(b)
Contract.....	Section 11.1
COVID Restrictions.....	Section 11.1
Creditworthy	Section 11.1
Documents	Section 11.1
Effective Date	<i>Preamble</i>
Employee Benefit Plans.....	Section 11.1
Employee Liabilities	Section 11.1
Environmental Laws	Section 11.1
ERISA	Section 11.1
Excluded Assets.....	Section 1.2
Excluded Liabilities	Section 1.4
Final Order.....	Section 11.1
Good Faith Deposit.....	Section 2.2(a)
Government.....	Section 11.1
Gross Closing Cash Payment.....	Section 2.1(a)
Intellectual Property.....	Section 11.1
Intercompany Note.....	Section 11.1
Insurance Policies	Section 1.2(a)
Interests.....	Section 11.1

Law	Section 4.1(c)
Leased FF&E	Section 1.1(b)
Leased Real Property	Section 11.1
Leasehold Improvements	Section 11.1
Leases.....	Section 11.1
Lien	Section 11.1
Material Adverse Effect	Section 11.1
Necessary Consent	Section 1.6
Net Closing Cash Payment	Section 2.2(b)
Other Agreements	Section 1.7
Other Buyer.....	Section 1.1(t)
Order	Section 4.1(c)
Owned FF&E	Section 1.1(a)
Owned Real Property	Section 11.1
Pension Plan.....	Section 11.1
Permitted Liens	Section 11.1
Person.....	Section 11.1
Petition Date.....	<i>Recitals</i>
Plan	Section 11.1
Pre-Closing Taxes	Section 11.1
Priority Term Loan	Section 11.1
Purchase Orders	Section 1.1(l)
Purchase Price.....	Section 2.1
Related Person	Section 11.1
Retained Litigation.....	Section 11.1
ROC	Preamble
Sale Hearing.....	Section 1.5(a)
Sale Order	<i>Recitals</i>
Seller	Preamble
Seller's Knowledge.....	Section 11.1
Software	Section 11.1
State of Alabama Project Development Liabilities.....	Section 11.1
Subsidiary(ies)	Section 11.1
Tax Return	Section 11.1
Taxes	Section 11.1
Transaction Taxes	Section 7.1
Warranty Termination Date	Section 9.1(b)

[Signatures are on the following pages.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUYER

LONG RANGE ACQUISITION LLC

By: Michael Somma

Name: Michael Somma

Title: Secretary

ROC
REMINGTON OUTDOOR COMPANY,
INC.

By: _____
Name:
Title:

SUBSIDIARIES OF ROC

FGI OPERATING COMPANY, LLC

By: _____
Name:
Title:

FGI HOLDING COMPANY, LLC

By: _____
Name:
Title:

BARNES BULLETS, LLC

By: _____
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: _____
Name:
Title:

RA BRANDS, L.L.C.

By: _____
Name:
Title:

OUTDOOR SERVICES, LLC

By: _____
Name:
Title:

FGI FINANCE INC.

By: _____
Name:
Title:

HUNTSVILLE HOLDINGS LLC

By: _____
Name:
Title:

TMRI, INC.

By: _____
Name:
Title:

REMINGTON ARMS DISTRIBUTION
COMPANY, LLC

By: _____
Name:
Title:

32E PRODUCTIONS, LLC

By: _____
Name:
Title:

GREAT OUTDOORS HOLDCO, LLC

By: _____
Name:
Title:

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

by and among

LONG RANGE ACQUISITION LLC as Buyer,

and

REMINGTON OUTDOOR COMPANY, INC.

and

EACH OF THE SUBSIDIARIES OF REMINGTON OUTDOOR COMPANY, INC.

as Seller

Dated as of September 26, 2020

These Disclosure Schedules (these “Schedules” and each a “Schedule”) are furnished pursuant to the Asset Purchase Agreement (the “Agreement”), dated as of September 26, 2020, by and among Remington Outdoor Company, Inc., a Delaware corporation and debtor-in-possession (“ROC”), each of the subsidiaries of ROC set forth on the signature pages to the Agreement (collectively with ROC, “Seller”), and Long Range Acquisition LLC (“Buyer”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement, unless the context otherwise requires.

These Schedules are hereby incorporated in and made a part of the Agreement as if set forth in full therein and are an integral part of the Agreement. The information contained in these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein shall be deemed to be an admission by any party to the Agreement to any third party of any matter whatsoever (including any violation of law or breach of contract). These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties or covenants of the Seller contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. In disclosing the information in these Schedules, Seller does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. The disclosures in these Schedules are to be taken as relating to the representations and warranties as a whole, notwithstanding the fact that these Schedules are arranged by sections corresponding to the sections in the Agreement, or that a particular section of the Agreement makes reference to a specific section of the Schedules, and notwithstanding that a particular representation and warranty may not make a reference to the Schedules. Disclosure of an item on one Schedule shall be deemed disclosure on all other Schedules.

Neither the specification of any dollar amount in any representation or warranty nor the disclosure of a document or information in these Schedules is intended, or shall be construed or offered in any dispute between the parties to the Agreement as evidence of, the materiality of such dollar amount, document or information, nor does it establish any standard of materiality upon which to judge the inclusion or omission of any similar documents or information in such Schedule or any other Schedule. The headings and descriptions of the disclosures herein are for convenience of reference only and are not intended and do not alter the meaning of any provision of the Agreement or these Schedules.

Schedule 1.1(j).
Intellectual Property

1. PATENTS

OWNER	PATENT NUMBER	DESCRIPTION
Remington Arms Company,	6,880,282	LOCKABLE FIREARM SAFETY DEVICE
Remington Arms Company,	5,479,737	FIREARM BARREL ASSEMBLY
Remington Arms Company,	5,487,232	DETONATOR ASSEMBLY
Remington Arms Company,	5,606,825	COCKING MECHANISM FOR A MUZZLE
Remington Arms Company,	RE37,968	DETONATOR ASSEMBLY
RA Brands LLC	6,519,888	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,141,896	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,173,518	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,804,906	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	6,694,659	LOCKABLE FIREARM SAFETY DEVICE

2. REGISTERED TRADEMARKS

Country	Trademark	Registration Number	Owner	Goods
Austria	MARLIN	100274	The Marlin Firearms Company	Firearms, in particular guns and shotguns, ammunition and floors, parts and accessories for aforesaid goods (not included in other classes)
Benelux	MARLIN	381417	Remington Arms Company, LLC	Firearms, especially rifles and shotguns; ammunition and projectiles; parts and accessories of all the aforementioned products

Canada	MARLIN	TMA494,892	Remington Arms Company, LLC	Rifles and shotguns and ammunition therefor
Canada	MARLIN	TMDA32744	Remington Arms Company, LLC	Rifles and shotguns and ammunition therefor
Colombia	MARLIN	96066	Remington Arms Company, LLC	Firearms; ammunition and shells; explosives; Fireworks
Denmark	MARLIN	VR198203886	The Marlin Firearms Company	Firearms, especially rifles and shotgun, ammunition and projectiles, including shares and accessories for all the aforesaid goods (not included in other classes)
Finland	MARLIN	88337	The Marlin Firearms Company	Firearms, especially rifles and shotguns; projectiles and ammunition; parts and fittings of all aforementioned goods
France	MARLIN	1202148	The Marlin Firearms Company	Firearms, namely carbines and guns for hunting; ammunition and projectiles; parts and accessories for all these goods
Germany	MARLIN	1046291	The Marlin Firearms Company	Firearms, in particular long pipe weapons (guns) and shotguns, bolts blasting apparatus with explosive cartridges as well as parts of such weapons, rifle barrels, gun stocks, magazines and take off; ammunition and floors; explosives; fireworks
Greece	MARLIN	71561	The Marlin Firearms Company	Firearms, mainly rifles and shotguns, ammunition and projectiles, spare parts of all the above mentioned products
Guatemala	MARLIN	36539	The Marlin Firearms Company	Firearms, ammunition, projectiles, explosive substances, fireworks
Italy	MARLIN	1482688	The Marlin Firearms Company	Firearms, in particular and shotguns; ammunition and projectiles, and parts and accessories of all said

				goods
New Zealand	MARLIN	141264	The Marlin Firearms Company	Firearms, in particular rifles and shotguns, ammunition and projectiles; and parts and fittings in this class for all the aforesaid goods
Nicaragua	MARLIN	10274	The Marlin Firearms Company	Firearms
Norway	MARLIN	116379	The Marlin Firearms Company	Firearms, rifles and shotguns; ammunition and projectiles; their parts (not included in other classes); gun-cases, view mirror, purifiers, and trigger on guns
Panama	MARLIN	186341	Remington Arms Company, LLC	Shotguns, rifles, revolvers and their parts, firearms, equipment and projectiles
Paraguay	MARLIN	480654	The Marlin Firearms Company	Firearms; ammunition and projectiles; explosive substances; fireworks
Peru	MARLIN	268203	RA Brands, L.L.C.	Firearms and parts thereof; ammunition
Portugal	MARLIN	215412	Remington Arms Company, LLC	Firearms such as rifles and shotguns, ammunition and projectiles, parts and accessories for the same
Spain	MARLIN	1506915	Remington Arms Company, LLC	Firearms, including shotguns, rifles, revolvers and parts of them all, and ammunition
Sweden	MARLIN	182752	The Marlin Firearms Company	Firearms, in particular rifles and shotgun; ammunition and projectiles; parts and accessories for aforesaid type of goods
Switzerland	MARLIN	317594	Remington Arms Company, LLC	Firearms, namely carbines and guns for hunting; ammunition and projectiles; their parts and accessories

United Kingdom	MARLIN	649814	The Marlin Firearms Company	Shotguns, rifles and revolvers, and parts included in Class 13, of all such goods; and ammunition
United States of America	MARLIN	5,895,398	RA Brands, L.L.C.	Firearms
United States of America	MARLIN	Appln. 88/376,548 (Allowed)	RA Brands, L.L.C.	Wheels and lug nuts for wheels for automobiles, ATV's (all terrain vehicles), and UTV's (utility terrain vehicles)
United States of America	MARLIN (Stylized)	55,158	Remington Arms Company, LLC	Shotguns, rifles, and parts thereof
United States of America	MARLIN (Stylized)	1,181,042	Remington Arms Company, LLC	Firearms and parts thereof
Colombia	MICRO-GROOVE	96068	Remington Arms Company, LLC	Firearms; ammunition and shells; explosives; Fireworks
Guatemala	MICRO-GROOVE	36540	The Marlin Firearms Company	Firearms, ammunition, projectiles, explosive substances, fireworks
Nicaragua	MICRO-GROOVE	45308	The Marlin Firearms Company	Firearms
Panama	MICRO-GROOVE	23488	The Marlin Firearms Company	Guns, rifles, machine guns and boxes of ammunition, bullets, explosives, firearms, missiles and projectiles
United States of America	MICRO-GROOVE	1,866,917	Remington Arms Company, LLC	Rifles and barrels therefor
Canada	PRO-FIRE	TMA826,841	Remington Arms Company, LLC	Triggers for firearms
European Union (Community)	PRO-FIRE	9547101	The Marlin Firearms Company	Gun lubricants and lubricants for bullets; gas for firearms; Triggers for firearms; firearms; ammunition for firearms; parts and fittings for firearms
Mexico	PRO-FIRE	1260908	The Marlin Firearms Company	Triggers for firearms
United States of America	PRO-FIRE	3,893,997	Remington Arms Company, LLC	Triggers for firearms
Canada	SOFT TECH	TMA877,048	Remington Arms Company, LLC	Recoil pads for firearms sold as an integral component of firearms; recoil pads for firearms

European Union (Community)	SOFT TECH	9547159	The Marlin Firearms Company	Gun lubricants and lubricants for bullets; gas for firearms; Recoil pads for firearms; firearms; ammunition for firearms; parts and fittings for firearms
Mexico	SOFT TECH	1201600	The Marlin Firearms Company	Recoil pads for firearms

DOMAIN NAMES

1. marlincustom.com
2. marlinfirearms.com

Schedule 1.2(x)
Excluded Assets

1. None.

Schedule 1.4(l)
Excluded Liabilities

1. None

Schedule 1.5 (a)
Cure amounts

1. None

Schedule 4.1(g)
Compliance with Law

1. Administrative Order on Consent, issued by the Missouri Department of Natural Resources to Remington Arms Company, LLC, No. 14-HW-E005 with regard to hazardous materials handling, storage and disposal.
2. In March 2020, the Company received a pre-litigation settlement offer from Trex Properties LLC concerning the Detrex Corporation facility located in Charlotte, NC. The offer names Para USA LLC (a Company subsidiary) is a potentially responsible party pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) for alleged transport or disposal of hazardous materials at the Detrex facility. The offer demanded a \$12,000 payment to release all CERCLA, state and natural resource damage claims. Because the Company could not confirm that Para USA LLC actually deposited waste at the Trex facility, it did not accept the offer; however, the Company cannot rule out potential liability as a potentially responsible party.
3. Citation and Notification of Penalty regarding inspection number 1350744 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated March 26, 2019 (Ilion, NY).
4. Citation and Notification of Penalty regarding inspection number 1353904 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated March 26, 2019 (Ilion, NY).
5. Citation and Notification of Penalty regarding inspection number 1130012 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated June 8, 2016 (Lexington, MO).
6. Citation and Notification of Penalty regarding inspection number 314352477 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated November 4, 2011 (Ilion, NY).
7. Citation and Notification of Penalty regarding inspection number 315538082 issued by the U.S. Department of Labor, Occupational Safety and Health Administration, dated August 31, 2011 (Lexington, MO).
8. Notice of Alleged Safety or Health Hazards issued by the U.S. Department of Labor, Occupational Safety and Health Administration, regarding Complaint Number 850727 (Lexington, MO).

Schedule 4.1(i)

Material Permits

a. Environmental

<u>Site</u>	<u>Type of Permit</u>	<u>Permit/ID #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee</u>
Huntsville, AL	National Pollutant Discharge Elimination System (NPDES) General Permit (Discharges: DSN001-1, DSN002-1, DSN008-1)	ALG120479	Alabama Department of Environmental Management	Remington Outdoor Company
Huntsville, AL	State Indirect Discharge Permit	IU084500554	Alabama Department of Environmental Management	Remington Outdoor Company
Ilion, NY	Air Permit	6-2128-00019/00373	New York State Department of Environmental Conservation	Remington Arms Co Inc
Ilion, NY	Chemical Bulk Storage Certificate	6-000054	New York State Department of Environmental Conservation	Remington Arms Co. Inc.
Ilion, NY	Hazardous Waste Reduction Plan	EPA ID: NYD002240638	New York State Department of Environmental Conservation	Remington Arms Company, LLC
Ilion, NY	Discharge Permit	HCSD-002	Herkimer County Sewer District	Remington Arms Company, LLC
Ilion, NY	SPDES Multi-Sector General Permit (MSGP) for Stormwater Discharges	Permit No. GP-0-17-004 SPDES ID: NYR00A796	New York State Department of Environmental Conservation	(General Permit; no permittee identified)
Ilion, NY	Petroleum Bulk Storage Certificate	6-120618	New York State Department of Environmental Conservation	Remington Arms Company, Inc.
Ilion, NY	State Pollutant Discharge Elimination System (SPDES) Discharge Permit	DEC ID: 6-2128-00019/00193 SPDES No: NY0005282	New York State Department of Environmental Conservation	Remington Arms Company, Inc.
Ilion, NY	SPDES	DEC ID: 6-2128-00041/00003 SPDES No: NY0245097	New York State Department of Environmental Conservation	Remington Arms Company Inc
Ilion, NY	Water Withdrawal Permit	DEC #6-2128-00019/00377	New York State Department of Environmental Conservation	Remington Arms Co Inc
Ilion, NY	Cooling Tower	Registration NYS#3378	New York State Department of Environmental Conservation	Remington Arms
Lexington, MO	Air Pollution Control Program Basic Operating Permit	N/A	Missouri Department of Natural Resources (Air Pollution Control Program)	Remington Arms Company, Inc.
Lexington, MO	Construction Permit for Emission Source (four dry filter spray booths)	0792-036	Missouri Department of Natural Resources (Air Pollution Control Program)	S & K Industries, Inc.

<u>Site</u>	<u>Type of Permit</u>	<u>Permit/ID #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee</u>
Lexington, MO	Construction Permit for Emission Source (facility permit)	0791-011	Missouri Department of Natural Resources (Air Pollution Control Program)	S & K Industries, Inc.
Lexington, MO	Construction Permit for Emission Source (boiler and spray booths (4))	1089-006	Missouri Department of Natural Resources (Air Pollution Control Program)	S & K Industries, Inc.
Lexington, MO	Construction Permit for Emission Source	042012-009, as amended by 042012-009A	Missouri Department of Natural Resources (Air Pollution Control Program)	Remington Arms Co., Inc.
Lexington, MO	Construction Permit for Emission Source (cleaning oven)	Project Number 2010-01-024	Missouri Department of Natural Resources (Air Pollution Control Program)	Remington Arms Co., Inc.
Lexington, MO	General State Operating Permit (Storm Water Permit for Building #1)	MOR22C032	Missouri Department of Natural Resources (Missouri Clean Water Commission)	Remington Arms Company LLC
Lexington, MO	General State Operating Permit (Storm Water Permit for Building #3)	MOR22C027	Missouri Department of Natural Resources (Missouri Clean Water Commission)	Remington Arms Company LLC
Lexington, MO	Haz Waste EPA ID-Bldg #3	MOD981713175, MO(000618)	EPA and MODNR Hazwaste #	Remington Arms
Lexington, MO	Haz Waste EPA ID	MOD029936689, MO(000616)	EPA and MODNR Hazwaste #	Remington Arms

b. Special Tax Stamps and Federal Firearms Licenses

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Huntsville, AL	Federal Firearms License	1-63-089-01-3A-08007	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Co, LLC
Huntsville, AL	Federal Firearms License	1-63-089-10-0E-05652	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/H&R 1871/BFI/DPMS/Bushmaster
Huntsville, AL	Federal Firearms License	1-63-089-11-3E-05653	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/H&R 1871/BFI/DPMS/Bushmaster
Ilion, NY	Federal Firearms License	6-16-043-10-0G-02475	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/H&R 1871/BFI/DPMS/Bushmaster

<u>Site</u>	<u>Type of License/Permit</u>	<u>License/Permit #</u>	<u>Regulator (Agency)</u>	<u>Name of Permittee(s)</u>
Southaven, MS	Federal Firearms License	1-64-033-07-2G-04549	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/H&R 1871/BFI/DPMS/AAC
Sturgis, SD	Federal Firearms License	3-46-093-07-3D-00877	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington/Marlin/Bushmaster/BFI/PARA ORD/Dakota
Southaven, MS	Federal Firearms License	1-64-033-01-0L-04862	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	Remington Arms Distribution Company, LLC
Southaven, MS	Federal Firearms License	Pending application for Southaven Location	U.S. Dept. of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives	

Schedule 11.1(a)
Business Name

See list of registered trademarks in Schedule 1.1(j)(2) related to the Business Name.

EXHIBIT 1

(See attached Bidding Procedures Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re:

REMINGTON OUTDOOR COMPANY,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-81688-11

Joint Administration Requested

**ORDER ESTABLISHING BIDDING PROCEDURES RELATING
TO THE SALES OF ALL OR A PORTION OF THE DEBTORS' ASSETS**

This matter having come before the Court upon the motion (the “**Motion**”)² by Remington Outdoor Company, Inc., (“**Remington**” or the “**Company**”), and its affiliated debtors and debtors in possession (collectively the “**Debtors**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), seeking entry of this order (this “**Bidding Procedures Order**”) (i) approving the proposed bidding procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) by which the Debtors will solicit and select the highest or otherwise best offer for the sale of substantially all or a portion of their assets (the “**Acquired Assets**”) through one or more sales of the Acquired Assets (each, a “**Sale Transaction**” or “**Sale**”); (ii) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the “**Assumption and Assignment Procedures**”);

¹ The Debtors in these 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 Debtors’ corporate headquarters is located at 100 Electronics Blvd SW, Huntsville, Alabama 35824.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion or the Bidding Procedures, as applicable.

(iii) approving the form and manner of notice with respect to certain procedures, protections, schedules, and agreements described herein and attached hereto, including the procedures for the Debtors' selection of one or more stalking horse bidders (each, a "**Stalking Horse Bidder**"), if any, and the provision of Bid Protections (as defined below) to such Stalking Horse Bidder, if necessary; (iv) scheduling (a) an auction (the "**Auction**") if the Debtors receive two (2) or more timely and acceptable Qualified Bids (as defined below), and (b) a final hearing (the "**Sale Hearing**") to approve one or more Sales of the Acquired Assets; and (v) granting related relief; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections having been filed, or all objections having been resolved or overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *General Order of Reference* of the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended on July 17, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for the relief granted herein are Sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

C. The notice of the Motion, the Bidding Procedures Hearing, and the proposed entry of this Bidding Procedures Order was adequate and sufficient under the circumstances of the Chapter 11 Cases, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, no further notice of the Motion, the Bidding Procedures Hearing, or this Bidding Procedures Order is necessary or required.

D. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation, to (i) approve the Bidding Procedures, including the procedures for selecting one or more Stalking Horse Bidders and the provision of the Bid Protections to be determined, (ii) establish the Assumption and Assignment Procedures, (iii) approve the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached hereto, (iv) schedule a date for the (a) Auction and (b) Sale Hearing; and (v) grant related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, including the *Declaration of Bradley C. Meyer in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Meyer Declaration**”) and the *Declaration of Colin M. Adams in Support of Debtors' Cash Collateral Motion and Bidding Procedures Motion* (the “**Adams Declaration**”) are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

F. The Debtors are authorized to pay the break-up fee and expense reimbursement comprising the Bid Protections. The Bid Protections, to the extent payable under any Stalking Horse APA, (a)(x) are actual and necessary costs and expenses of preserving the Debtors' estate within the meaning of Section 503(b) of the Bankruptcy Code, and (y) shall be treated as allowed administrative claims against the Debtors' estates pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code, are commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidders, and (c) are fair, reasonable and appropriate, including in light of the size and nature of the Sale Transaction, the necessity to announce a sale transaction for the Acquired Assets, and the efforts that have been and will be expended by the Stalking Horse Bidders. The Bid Protections are a material inducement for, and condition of, each Stalking Horse Bidder's execution of the applicable Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale Transaction or otherwise be bound under its Stalking Horse APA (including the obligations to maintain its committed offer while such offer is subject to higher or better offers as contemplated by the Bidding Procedures).

G. The Sale Notice and the Publication Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of Acquired Assets, including the sale of Acquired Assets free and clear of all liens, claims, and encumbrances, the Sale Transaction(s), the Bidding Procedures, the Auction and the Sale Hearing, and no other or further notice is required.

H. The Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder(s), and no other or further notice is required.

I. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5 and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential assumption and assignment of the Designated Contracts in connection with the sale of the Acquired Assets and the related Cure Costs, and no other or further notice is required.

J. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.³
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

³ Notwithstanding anything to the contrary herein, the consummation of any Sale Transaction(s) is subject to entry of the Sale Order(s).

I. The Timeline for the Sale

3. The Debtors are authorized to proceed with the Sale Transaction(s) in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance with the following timeline:

4. Deadline Action

August 18, 2020 at 10:00 a.m. (prevailing Central Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
August 21, 2020	Sale Notice Mailing Date
August 21, 2020	Assumption and Assignment Service Date
September 1, 2020 at 4:00 p.m. (prevailing Central Time)	Sale Objection Deadline (defined below) excluding any objection based on identity of Stalking Horse Bidders, Successful Bidder or Backup Bidder or the form or substance of the Stalking Horse Bid, Successful Bid or Backup Bid
September 4, 2020 at 5:00 p.m. (prevailing Central Time)	Bid Deadline
September 8, 2020 at 12:00 p.m. (prevailing Central Time)	Reply Deadline (defined below)
September 8, 2020 by 4:00 p.m. (prevailing Central Time) or 14 days following service of the Supplemental Notice of Assumption and Assignment	Assumption and Assignment Objection Deadline (defined below) excluding any objection related to adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or Backup Bidder
September 17, 2020 at 10:00 a.m. (prevailing Central Time)	Auction
September 21, 2020	Post-Auction Notice
September 23, 2020 at 10:00 a.m. (prevailing Central Time)	Sale Hearing

5. For the avoidance of doubt, the Debtors reserve the right, and are authorized to, modify the above timeline and the Bidding Procedures (the “**Modifications**”) in accordance with the provisions of the Bidding Procedures; *provided, however*, that the Debtors shall consult with the Consultation Parties or, to the extent provided therein, the Bid Consultation Parties, with respect to any Modifications. The Committee’s right to request an extension of the above timeline for cause is expressly reserved.

II. The Bidding Procedures

6. The Bidding Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

7. The Debtors are authorized, in accordance with the Bidding Procedures, to require Diligence Parties to submit written indications of interest specifying, among other things, the Acquired Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party.

8. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate and designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interest. As further described in the Bidding Procedures, the Bid Deadline shall be **September 4, 2020 at 5:00 p.m. (prevailing Central Time)**. Any disputes or objections to the selection of Qualified Bid(s), Successful Bid(s), or Backup Bid(s) (all as defined in the Bidding Procedures) shall be resolved by this Court at the Sale Hearing as set forth herein.

9. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures. The Auction shall take place on **September 17, 2020 at 10:00 a.m. (prevailing Central Time)** virtually via video conferencing technology, or at such other place and time as the Debtors shall notify all Qualified Bidders and the Consultation Parties.

10. The Prepetition Secured Creditors shall have the right, subject in all respects to the Bankruptcy Code and other applicable law and the satisfaction in cash or assumption of claims secured by senior liens, to credit bid all or any portion of their allowed secured claims pursuant to Section 363(k) of the Bankruptcy Code or other applicable law, in accordance with the applicable provisions of the Prepetition Credit Documents and any such credit bid shall be deemed a Qualified Bid subject to the Intercreditor Agreement (as defined in the D'Arcy Declaration); *provided, however,* that nothing herein or in the Bidding Procedures shall affect or in any way limit the right or ability of any party in interest, including the Committee, to object to the Prepetition Secured Creditors' right to credit bid, including the nature, amount, or scope of such credit bid, subject to the (a) applicable provisions of the Court's *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507 (I) Authorizing Use Of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying Automatic Stay, (IV) Granting Related Relief, and (V) Scheduling A Final Hearing* Docket No. 90, including paragraph 20 and the Challenge Period (as defined therein), as the same may be modified in accordance with its terms and (b) Sale Objection Deadline (as defined below).

III. Stalking Horse Bidder and Bid Protections

11. In accordance with the Bidding Procedures, the Debtors may designate one or more Stalking Horse Bidders for the various segments of their business and may enter into an asset purchase agreement with each Stalking Horse Bidder (each, a "**Stalking Horse APA**"), subject to higher or otherwise better offers at the Auction, which establishes a minimum Qualified Bid at the Auction with respect to the assets that are the subject thereof.

12. Absent further order of the Court, the Stalking Horse APA shall (i) limit the break-up fee in favor of the Stalking Horse Bidder in the amount of no more than 3.5% of the cash consideration proposed to be paid at closing by the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Break-Up Fee**”); (ii) limit any reimbursement for the Stalking Horse Bidder’s and its attorneys’, accountants’, investment bankers’ and representatives’ documented fees and expenses actually and reasonably incurred in negotiating and documenting the Stalking Horse APA, and in preserving and protecting Stalking Horse Bidder’s rights and interests as buyer and lender in connection with the Chapter 11 Cases to an amount not to exceed 1.0% of the cash consideration proposed to be paid by at closing the Stalking Horse Bidder under the applicable Stalking Horse APA (the “**Expense Reimbursement**”); and/or (iii) set the initial overbid protection (the “**Minimum Overbid Increment**” and, together with the Break-Up Fee and the Expense Reimbursement, the “**Bid Protections**”) in amounts to be determined by the Debtors in accordance with the Bidding Procedures. In the event that the Debtors determine that the Bid Protections must exceed the amounts set forth herein, the Court shall hold a hearing on the approval of any such greater Bid Protections on an expedited basis, upon the request of the Debtors.

13. The Bid Protections, to the extent payable under the Stalking Horse APAs, shall (a) constitute an allowed administrative expense claim against the Debtors pursuant to Sections 105(a) and 364(c)(1) of the Bankruptcy Code. Subject to the foregoing, the Bid Protections shall be paid (i) in cash from the proceeds of any approved Sale or (ii) credited against the purchase price if, after an Auction, the Stalking Horse Bid, as enhanced at the Auction, is the Successful Bid and the Sale contemplated by the Stalking Horse APA (as enhanced at the auction) is consummated.

14. In the event that the Debtors select one or more parties to serve as a Stalking Horse Bidder, upon such selection, the Debtors shall provide, to all parties on the Rule 2002 List, all

parties expressing an interest in the Acquired Assets and all parties holding liens on such Acquired Assets, three (3) business days' notice and an opportunity to object to the determination of such Stalking Horse Bidder and disclosure of the Bid Protections set forth in the Stalking Horse APA, and absent objection, the Debtors selection of such Stalking Horse Bidder shall be deemed designated without further order of the Court. To the extent necessary, the Debtors' right to seek this Court's approval of one or more Stalking Horse Bidders, with notice and a hearing, is hereby preserved.

IV. Notice Procedures

15. The form of Sale Notice substantially in the form attached hereto as Exhibit 2 is approved.

16. Within seven (7) days after the entry of this Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Bidding Procedures Order, including the Bidding Procedures by first-class mail, postage prepaid, or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF, upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets within the past two years; (ii) any parties identified by AlixPartners as potential bidders; (iii) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon or with respect to any of the Acquired Assets; (iv) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief granted herein; (v) counsel for the Committee; (vi) counsel to Cantor Fitzgerald Securities, as Priority Term Loan Agent under the Debtors' prepetition Priority Term Loan Credit Agreement; (vii) counsel to Ankura Trust Company, LLC, as FILO Agent under the Debtors' prepetition FILO Term Loan Agreement, and as Exit Term Loan Agent under the Debtors' prepetition Exit Term Loan Agreement; (viii) counsel to FILO Lenders; (ix) counsel to

the Stalking Horse Bidder, if any; (x) counsel to Whitebox Advisors LLC; (xi) counsel for the Restructuring Committee; (xii) counsel to the Huntsville Note holder; (xiii) the Bankruptcy Administrator; (xiv) the Securities and Exchange Commission; (xv) the Internal Revenue Service; (xvi) counsel to the United Mine Workers of America; and (xvii) all known creditors of the Debtors, including their contract counterparties; *provided, however*, that to the extent email addresses are available, parties referenced in this paragraph 15 may be served by email.

17. Service of the Sale Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to known interested parties.

18. The Publication Notice, substantially in the form attached hereto as Exhibit 3, is approved. The Debtors are directed to publish the Sale Notice, as modified for publication, in the *New York Times*, on one occasion on the Mailing Date or as soon as reasonably practicable thereafter. In addition, the Debtors are authorized, but not directed, to (i) publish the Sale Notice in additional publications as the Debtors deem appropriate and (ii) cause the Sale Notice to be posted on their case information website at <https://cases.primeclerk.com/RemingtonOutdoor>.

19. Service of the Publication Notice as described above shall be sufficient and proper notice of the Sale Transaction with respect to all unknown parties.

20. The form of the Post-Auction Notice, substantially in the form attached hereto as Exhibit 4 is approved. As soon as reasonably practicable after the conclusion of the Auction, the Debtors shall file on the docket, but not serve, the Post-Auction Notice identifying any Successful Bidder(s).

V. Assumption and Assignment Procedures

21. The Assumption and Assignment Procedures, as detailed in the Motion and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are approved.

22. The Notice of Assumption and Assignment, substantially in the form attached hereto as Exhibit 5 is approved.

23. On or before **August 21, 2020** (any such date, the “**Assumption and Assignment Service Date**”), the Debtors shall file with the Court, and post on the Case Website at <https://cases.primeclerk.com/RemingtonOutdoor>, the Notice of Assumption and Assignment and Designated Contracts List. If no Cure Cost is listed on the Designated Contracts List, the Debtors believe that there is no Cure Cost, as of the date of such notice. On the Assumption and Assignment Service Date, the Debtors shall serve, via first-class mail, a customized version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List, on all counterparties to the Designated Contracts. In addition, the Debtors shall serve, via first-class mail, a modified version of the Notice of Assumption and Assignment that contains the DCL Instructions and Necessary Notice Information, but omits the Designated Contracts List on all parties on the Rule 2002 Notice List. Service of such Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

24. Any objection by a counterparty to a Designated Contract (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; and (iii) include appropriate

documentation in support thereof. All Designated Contract Objections must be filed and served on (i) counsel for the Debtors, O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, Attn: Steve Warren (swarren@omm.com) and Jennifer Taylor (jtaylor@omm.com); (ii) co-counsel for the Debtors, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama 35203, Attn: Derek Meek (dmeek@burr.com) and Hanna Lahr (hlahr@burr.com); (iii) counsel for the Restructuring Committee, Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Schultz (sschultz@akingump.com); (iv) counsel for the Committee, Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104, Attn: Michael A. Sweet (msweet@foxrothschild.com) and Baker Donelson Bearman Caldwell & Berkowitz, P.C., 420 20th Street North, Birmingham, Alabama 35203, Attn: Matthew Cahill (mcahill@bakerdonelson.com) and Rita Hullett (rhullett@bakerdonelson.com); (v) the Bankruptcy Administrator, 400 Well Street, Decatur, Alabama 35602, Attn: Richard Blythe (richard_blythe@alnb.uscourts.gov); (vi) counsel to the Stalking Horse Bidder, if any; (vii) counsel to the FILO Lenders, Pillsbury Winthrop Shaw Pittman LLP, Four Embarcadero Center, 22nd Floor, San Francisco, CA 94111-5998, Attn: Joshua D. Morse (joshua.morse@pillsburylaw.com) and Andrew V. Alfano (andrew.alfano@pillsburylaw.com); (viii) counsel to Whitebox Advisors LLC, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Andreas Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com); (ix) all parties that have requested notice in the Chapter 11 Cases (collectively (i)–(ix), the “**Objection Recipients**”); and (x) counsel to any Successful Bidder(s), if known on the Sale Objection Deadline no later than 4:00 p.m. (prevailing Central Time) fourteen (14) days following the

Assumption and Assignment Service Date (the “**Assumption and Assignment Objection Deadline**”).

25. If a Designated Contract Objection is not consensually resolved before the Sale Hearing, the amount to be paid or reserved with respect to such objection shall be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

26. Any time after the Assumption and Assignment Service Date and before the closing of a Sale Transaction, the Debtors reserve the right, and are authorized but not directed, to (i) supplement the Designated Contracts List with previously omitted Designated Contracts in accordance with the definitive agreement for a Sale Transaction, (ii) remove a Designated Contract from the list of contracts that a Successful Bidder proposes be assumed and assigned to it in connection with a Sale Transaction, or (iii) modify the previously stated Cure Cost associated with any Designated Contract.

27. In the event the Debtors exercise any of the rights listed above, the Debtors shall promptly serve the Supplemental Notice of Assumption and Assignment by electronic transmission, hand delivery, or overnight mail on the counterparty (and its attorney, if known) to each Designated Contract listed on the Supplemental Notice of Assumption and Assignment at the last known address available to the Debtors. Each Supplemental Notice of Assumption and Assignment shall set forth (i) the name and address of the counterparty to the Designated Contract listed thereon; (ii) the proposed effective date of the assignment (subject to the right of the applicable Successful Bidder, if any, to withdraw such request for assumption and assignment of that Designated Contract prior to the closing of the applicable Sale Transaction); (iii) sufficient information to identify the Designated Contract; (iv) the Cure Costs, if any; and (v) proposed

adequate assurance, if known on the Assumption and Assignment Service Date. The Debtors are authorized, but not directed, to modify the Supplemental Notice of Assumption and Assignment as necessary and appropriate to provide customized individual notice to each Designated Contract counterparty. In addition, the Debtors are authorized, but not directed, to supplement the Designated Contract List on the Case Website with any additional Designated Contracts as the Debtors deem appropriate in their discretion. Service of such Supplemental Notice of Assumption and Assignment as set forth herein shall be deemed proper, due, timely, good and sufficient notice of, among other things, the proposed assumption and assignment of the Designated Contracts and rights thereunder, the Cure Costs, and the procedures for objecting thereto, and no other or further notice is necessary.

28. Any objection by a counterparty to a Designated Contract listed on a Supplemental Notice of Assumption and Assignment (which does not, for the avoidance of doubt, include any objection regarding the adequate assurance of future performance of any Stalking Horse Bidder, Successful Bidder or the Backup Bidder) (a “**Supplemental Designated Contract Objection**”) must (i) be to the proposed assumption and assignment of the applicable Designated Contract or the proposed Cure Costs, if any; (ii) state, with specificity, the legal and factual basis thereof as well as what Cure Costs such objecting party believes are required, if any; (iii) include appropriate documentation in support of the objection; and (iv) be filed and served on the Objection Recipients no later than fourteen (14) days from the date of service of such Supplemental Notice of Assumption and Assignment.

29. If a Supplemental Designated Contract Objection is not consensually resolved by the proposed effective date of assignment of the Designated Contract that is the subject of a Supplemental Designated Contract Objection, the Debtors shall seek an expedited hearing before

the Court (a “**Supplemental Designated Contract Hearing**”) to determine the Cure Costs, if any, and approve the assumption of the relevant Designated Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court, including by filing a certification of no objection, (a “**Supplemental Designated Contract Order**”) fixing the Cure Costs and approving the assumption of any Designated Contract listed on a Supplemental Notice of Assumption and Assignment.

30. Absent the filing of a Designated Contract Objection or Supplemental Designated Contract Objection and a subsequent order of the Court establishing an alternative Cure Cost, the Cure Costs, if any, set forth in the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and the counterparty to the Designated Contract will be deemed to have consented to the assumption, assignment, and sale of the Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any other claims related to such Designated Contract against the Debtors or the applicable Successful Bidder, or the property of any of them, except with respect to adequate assurance of future performance by such Successful Bidder. For the avoidance of doubt, any objections to the proposed form of adequate assurance of future performance of any Successful Bidder (other than a Stalking Horse Bidder) must be raised at the Sale Hearing or Supplemental Designated Contract Hearing, as applicable, and will be resolved at the hearing at which it is raised or, in the Debtors’ discretion, adjourned to a later hearing.

31. The inclusion of a Designated Contract on the Notice of Assumption and Assignment (or Supplemental Notice of Assumption and Assignment) will not (a) obligate the Debtors to assume any Designated Contract listed thereon nor the Successful Bidder(s) to take

assignment of such Designated Contract or (b) constitute any admission or agreement of the Debtors that such Designated Contract is an “executory” contract. Only those Designated Contracts that are included on a schedule of assumed and Acquired Contracts attached to the final purchase agreement with the Successful Bidder(s) (each, an “**Acquired Contract**”) will be assumed and assigned to the Successful Bidder(s).

32. Assignment by the Debtors to the Successful Bidder of a contract, lease or any other liability assumed under Section 365 of the Bankruptcy Code or otherwise relieves the Debtors and their estates from any such liability so assigned.

VI. The Sale Hearing

33. A Sale Hearing to (i) approve a sale of a portion or substantially all of the Acquired Assets to the Successful Bidder(s) and (ii) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **September 23, 2020 at 10:00 a.m. (prevailing Central Time)**, and may be adjourned or rescheduled without notice, subject to paragraph 4 of this Bidding Procedures Order. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the Successful Bid(s) and the Backup Bid(s) (if any). Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the Sale Transaction(s) and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale(s) because of the breach or failure on the part of such Successful Bidder, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder, and the Debtors shall be authorized, but not required, to consummate the applicable transaction with the Backup Bidder without further order of the Bankruptcy Court.

34. Any and all objections, if any, to any Sale Transaction (but excluding any objection based on the specific identity of any Stalking Horse Bidder, the form or substance of any Stalking Horse APA, the specific identity of the Successful Bidder or the Backup Bidder, or the form or substance of the Successful Bid or the Backup Bid) must be filed no later than **September 1, 2020 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Objection Deadline**”). Any and all such objections must be served on the Objection Recipients and counsel to any Successful Bidder(s), if known on the Sale Objection Deadline. All replies to such objections must be filed by **September 8, 2020 at 12:00 p.m.** (prevailing Central Time) (the “**Reply Deadline**”).

35. Any party failing to timely file an objection to any Sale Transaction will be forever barred from objecting and will be deemed to have consented to any Sale Transaction, including the transfer of the Debtors’ right, title and interest in, to, and under the Debtors’ Acquired Assets free and clear of any and all liens, claims, encumbrances and other interests in accordance with a definitive agreement for any Sale Transaction.

36. Promptly following the Auction, the Debtors shall serve the Post-Auction Notice. The Debtors propose that any objections regarding the adequate assurance of future performance of the Successful Bidder or the Backup Bidder (other than the Stalking Horse Bidder) may be raised at the Sale Hearing.

VII. Other Provisions

37. Notwithstanding anything herein or in the Bidding Procedures to the contrary, the Debtors shall not be permitted to modify the consultation rights of the Consultation Parties or the Bid Consultation Parties in the Bidding Procedures absent further order of this Court or the consent of any affected Consultation or Bid Consultation Parties.

38. Oneida’s rights and priority in connection with any security interests it held in any assets of the Debtors pre-petition are hereby preserved and retained by Oneida to the extent they

existed pre-petition and any such security interests shall attach to proceeds of such assets with the same priority, extent, validity, avoidability and enforceability. Nothing herein shall constitute a finding or ruling by this Court that any such security interests are valid, senior, enforceable, perfected or non-avoidable. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited to, the Debtors and any Committee to challenge the validity, priority, enforceability, seniority, avoidability, perfection or extent of any such security interest.

39. The Debtors are authorized and empowered to take such action as may be necessary to implement and effect the terms and requirements established under this Bidding Procedures Order.

40. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtors, including any Chapter 7 or Chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

42. To the extent this Bidding Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Bidding Procedures Order shall govern.

43. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

44. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, any Stalking Horse APA, and the implementation of this Bidding Procedures Order.

Dated: _____, 2020

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures