



# REMINGTON OUTDOOR COMPANY, INC.

(Exact name of company as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**870 Remington Drive**

**P.O. Box 1776**

**Madison, North Carolina 27025-1776**

(Address of principal executive offices) (Zip Code)

**(336) 548-8700**

(Company's telephone number, including area code)

**CURRENT REPORT**

**Date of Earliest Event Reported**

**March 12, 2018**

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References in this Current Report to (1) the term “Company” refers to Remington Outdoor Company, Inc. and its subsidiaries on a consolidated basis, (2) the term “ROC” refers to Remington Outdoor Company, Inc., (3) the term “FGI Holding” refers to FGI Holding Company, LLC, and (4) the term “FGI Opco” refers to FGI Operating Company, LLC.

#### **Item 1.01 Entry into a Material Definitive Agreement**

##### *Amendment to Restructuring Support Agreement*

On March 10, 2018, ROC and FGI Opco entered into an amendment (the “RSA Amendment”) to the Restructuring Support Agreement (as amended, supplemented, or otherwise modified, the “Restructuring Support Agreement”), dated as of February 11, 2018, by and among ROC, FGI Opco, certain holders (“First Lien Term Loan Lenders”) or investment advisors or investment managers to certain First Lien Term Loan Lenders, of certain claims arising under that certain Term Loan Agreement, dated as of April 19 2012, by and among FGI Opco, FGI Holding, the guarantors and lenders from time to time party thereto, Ankura Trust Company, LLC, as successor agent effective March 2, 2018, and the other parties thereto (as amended, modified or supplemented from time to time), and certain holders of the Company’s 7.875% Senior Secured Notes due 2020 (“Consenting Third Lien Creditors”) and, together with the First Lien Term Loan Lenders, the “Creditors”) or investment advisors or investment managers to certain Consenting Third Lien Creditors. Pursuant to the RSA Amendment, the parties further extended certain milestones contained in the Restructuring Support Agreement, including the extension to March 18, 2018 of the milestone for filing by ROC, FGI Opco and certain of their direct and indirect subsidiaries of voluntary petitions for reorganization under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware.

The foregoing description is only a summary of the RSA Amendment, does not include all of the terms thereof and is qualified in its entirety by reference to the RSA Amendment attached as Exhibit 1 to this Current Report.

#### **Item 9.01 Exhibits**

<u>Number</u>	<u>Description of Document</u>
1.	RSA Amendment

**SECOND AMENDMENT TO  
RESTRUCTURING SUPPORT AGREEMENT**

This Second Amendment to Restructuring Support Agreement (this “*Amendment*”), dated as of March 10, 2018, to that certain Restructuring Support Agreement, dated as of February 11, 2018 (as amended, supplemented or otherwise modified, and together with all exhibits thereto, the “*Restructuring Support Agreement*”), by and among (i) Remington Outdoor Company, Inc. (“*ROC*”), (ii) FGI Operating Company, LLC (together with ROC and their direct and indirect subsidiaries, the “*Company*”), and (iii) the creditors party thereto, each of which is a holder of, or an investment advisor or an investment manager to a holder or holders of Term Loan Claims (as defined in the Restructuring Support Agreement) (the “*Consenting Term Loan Creditors*”) or Third Lien Notes Claims (as defined in the Restructuring Support Agreement) (together with the Company and the Consenting Term Loan Creditors, the “*Parties*” and each a “*Party*”) is entered into by each Party. All capitalized terms not defined herein shall have the meanings ascribed to them in the Restructuring Support Agreement.

WHEREAS, the Parties desire to amend the Restructuring Support Agreement to modify certain Milestones; and

WHEREAS, pursuant to Section 13 of the Restructuring Support Agreement, the Parties may amend the Restructuring Support Agreement in a writing signed by the Company and the Requisite Consenting Creditors.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, intending to be legally bound, hereby agrees as follows:

**AGREEMENT**

1. **Amendment to the Restructuring Support Agreement.**
  - (a) Section (6)(a)(i) of the Restructuring Support Agreement is hereby deleted and replaced in its entirety with the following:

“11:59 p.m. (prevailing Eastern Time) on March 15, 2018, unless prior thereto the Company has commenced solicitation of the Plan;”
  - (b) Section (6)(a)(ii) of the Restructuring Support Agreement is hereby deleted and replaced in its entirety with the following:

“11:59 p.m. (prevailing Eastern Time) on March 18, 2018, unless prior thereto the Chapter 11 Cases have been commenced;” and
  - (c) Section (6)(a)(iii) of the Restructuring Support Agreement is hereby deleted and replaced in its entirety with the following:

“11:59 p.m. (prevailing Eastern Time) on March 19, 2018, unless prior thereto the Company has filed the Plan, the Disclosure Statement, and the Disclosure Statement Motion, each in form and substance reasonably satisfactory to the Requisite Consenting Creditors”.

2. **Ratification.** Except as specifically provided for in this Amendment, no changes, amendments, or other modifications have been made on or prior to the date hereof or are being made to the terms of the Restructuring Support Agreement or the rights and obligations of the Parties thereunder, all of which such terms are hereby ratified and confirmed and remain in full force and effect.

3. **Headings.** The headings of the sections, paragraphs and subsections of this Amendment are inserted for convenience only and shall not affect the interpretation hereof.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by email in a portable document format (.pdf).

*[Signatures follow.]*