IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

	§	
	§	
In re:	§	**Chapter 11**
	§	
THE SCOOTER STORE HOLDINGS, INC., et al.,[1]	§	**Case No. 13-10904 (PJW)**
	§	
	§	**Jointly Administered**
Debtors.	§	
	§	**Re: Docket No.** 785
	§	

ORDER APPROVING SECOND STIPULATION REGARDING LETTERS OF CREDIT ISSUED BY WELLS FARGO BANK, NATIONAL ASSOCIATION

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: The SCOOTER Store Holdings, Inc. (7246); The SCOOTER Store — Albuquerque, L.L.C. (3265); The SCOOTER Store — Atlanta, L.L.C. (9883); The SCOOTER Store—Austin, LTD. (4716); The SCOOTER Store — Baltimore, L.L.C. (9884); The SCOOTER Store — Baton Rouge, L.L.C. (9886); The SCOOTER Store — Birmingham, L.L.C. (9887); The SCOOTER Store— Boca Raton, L.L.C. (9889); The SCOOTER Store — Boston, L.L.C. (9893); The SCOOTER Store — Charleston, L.L.C. (9894); The SCOOTER Store — Charlotte, L.L.C. (9902); The SCOOTER Store—Chicago, L.L.C. (2368); The SCOOTER Store — Concord, L.L.C. (9906); The SCOOTER Store—Dallas, LTD. (4717); The SCOOTER Store — Dayton, L.L.C. (8678); The SCOOTER Store — Denver, L.L.C. (9909); The SCOOTER Store — Des Moines, L.L.C. (1260); The SCOOTER Store—Detroit, L.L.C. (2358); The SCOOTER Store—Grand Rapids, L.L.C. (1291); The SCOOTER Store — Green Bay, L.L.C. (1832); The SCOOTER Store —Greenville, L.L.C. (9911); The SCOOTER Store — Hartford, L.L.C. (9912); The SCOOTER Store—Houston, LTD. (4718); The SCOOTER Store — Indianapolis, L.L.C. (8684); The SCOOTER Store — Jackson, L.L.C. (9914); The SCOOTER Store — Jacksonville, L.L.C. (9916); The SCOOTER Store — Kansas City, L.L.C. (8655); The SCOOTER Store — Knoxville, L.L.C. (9921); The SCOOTER Store — Las Vegas, L.L.C. (0038); The SCOOTER Store — Levittown, L.L.C. (9926); The SCOOTER Store — Lincoln, L.L.C. (N/A); The SCOOTER Store — Little Rock, L.L.C. (6425); The SCOOTER Store — Los Angeles, L.L.C. (1294); The SCOOTER Store — Louisville, L.L.C. (9930); The SCOOTER Store—Lubbock, LTD. (4720); The SCOOTER Store—Madison, L.L.C. (1829); The SCOOTER Store — Minneapolis, L.L.C. (9932); The SCOOTER Store — Mobile, L.L.C. (1466); The SCOOTER Store — Nashville, L.L.C. (9939); The SCOOTER Store — Oklahoma City, L.L.C. (6430); The SCOOTER Store —Orlando, L.L.C. (9943); The SCOOTER Store — Paterson, L.L.C. (9949); The SCOOTER Store — Philadelphia, L.L.C. (9945); The SCOOTER Store — Phoenix, L.L.C. (9950); The SCOOTER Store — Pittsburgh, L.L.C. (9952); The SCOOTER Store — Portland, L.L.C. (1922); The SCOOTER Store—Raleigh Durham, L.L.C. (6134); The SCOOTER Store — Richmond, L.L.C. (8676); The SCOOTER Store — Rochester, L.L.C. (9954); The SCOOTER Store — Sacramento, L.L.C. (1298); The SCOOTER Store — Salt Lake City, L.L.C. (1921); The SCOOTER Store—San Antonio, LTD. (4724); The SCOOTER Store — San Diego, L.L.C. (1296); The SCOOTER Store — San Francisco, L.L.C. (1293); The SCOOTER Store — Schenectady, L.L.C. (9958); The SCOOTER Store — Seattle, L.L.C. (1918); The SCOOTER Store — Shreveport, L.L.C. (9961); The SCOOTER Store—Springfield, L.L.C. (1834); The SCOOTER Store — St. Louis, L.L.C. (6975); The SCOOTER Store—Toledo, L.L.C. (8681); The SCOOTER Store — Tulsa, L.L.C. (6436); The SCOOTER Store — West Virginia, L.L.C. (8672); The SCOOTER Store — Wichita, L.L.C. (N/A); The SCOOTER Store — Wilkes-Barre, L.L.C. (9962); The SCOOTER Store, Inc. (7905); The SCOOTER Store—USA, Inc. (0608); The SCOOTER Store — Development, L.L.C. (5073); The SCOOTER Store Financial Services, L.L.C. (5481); The SCOOTER Store Aviation, L.L.C. (7185); TSS Management Company, Inc. (4241); TSS Investments, Inc. (4242); and The Scooter Store, LTD. (0039). The Debtors' mailing address is 1650 Independence Drive, New Braunfels, Texas 78132.

Upon consideration of the motion (the "Motion") of The SCOOTER Store Holdings, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), pursuant to Bankruptcy Rule 9019, for entry of an order approving the settlement by and between the Debtors, the Committee, Garrison Investment Group and Wells Fargo Bank, N.A. (collectively, the "Parties") regarding the Wells Fargo L/C Accounts and certain claims held in connection therewith; and the Court finding that (a) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dates as of February 29, 2012, (b) venue is appropriate pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (d) proper and adequate notice of the Motion and the hearing thereon has been given under the circumstances and no other or further notice is necessary; (e) the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and (f) good and sufficient cause exists for approving the Stipulation and the granting of the relief herein. After due deliberation, it is hereby

ORDERED that the *Second Stipulation Regarding Letters of Credit Issued by Wells Fargo Bank, National Association* attached hereto as **Exhibit A** (the "Stipulation")[2], including, without limitation, the agreements, stipulations, and releases set forth therein, is **APPROVED**. It is further

ORDERED that the Stipulation, including, without limitation, the agreements, stipulations, and releases set forth therein, is incorporated herein by reference and made a part hereof as if fully set forth herein. It is further

[2] Capitalized terms not otherwise defined herein shall have the meaning as ascribed in the Stipulation.

ORDERED that the automatic stay of 11 U.S.C. § 362 is hereby modified to the extent necessary to permit the parties to the Stipulation to commit all acts, actions, and transfers contemplated and authorized therein. It is further

ORDERED that Wells Fargo is hereby granted an allowed secured claim without necessity of filing of any proof of claim, application, motion, or other pleading and without necessity of obtaining any subsequent Order of the Court (i) in the amount of $250,000 for the amount of the L/C Draw and (ii) in the amount of $52,500 pursuant to Bankruptcy Code § 506(b) for its reasonable and necessary fees, costs, charges interest and expenses (including its attorneys' fees) through the Effective Date. It is further

ORDERED that Wells Fargo is hereby granted an allowed unsecured claim without necessity of filing of any proof of claim, application, motion, or other pleading and without necessity of obtaining any subsequent Order of the Court to the extent Wells Fargo is owed any amounts as Surviving Obligations incurred or arising after the Effective Date. It is further

ORDERED that the terms of the Stipulation and this Order shall (i) not be altered, modified, extended, impaired, or affected by any plan of reorganization, plan of liquidation, or subsequent order, (ii) survive entry of any order that may be entered converting to chapter 7 or dismissing the Cases, and (iii) be binding upon (a) the Debtors, their bankruptcy estates, and their successors and assigns, including any trustees or other fiduciaries hereafter appointed as legal representatives of the Debtors or the Debtors' bankruptcy estates or with respect to any property of the Debtors' bankruptcy estates, whether under chapter 11 of the Bankruptcy Code or any subsequent chapter 7 case and (b) all creditors, equity interest owners, and other parties in interest in the Cases. It is further

ORDERED that in the event that an order is entered, whether *sua sponte* by the Court or otherwise, dismissing or converting the Cases to chapter 7, such order shall recognize that such dismissal or conversion shall not affect or diminish the rights or remedies of the parties under the Stipulation or under this Order. It is further

ORDERED that the Stipulation shall not be subject to rejection or avoidance by the Debtors, the Debtors' bankruptcy estates, or their respective affiliates, successors, and assigns, or any chapter 7 or chapter 11 trustee of the Debtors or their bankruptcy estates. It is further

ORDERED that the parties to the Stipulation are authorized to take such actions as are contemplated and authorized under the Stipulation. It is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order and the Stipulation. It is further

ORDERED that the execution and implementation of the terms and provisions of the Stipulation as approved by this Order are not stayed.

Dated: the 27 day of Dec., 2013
Wilmington, Delaware

THE HONORABLE PETER J. WALSH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A
[Stipulation]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	§	**Chapter 11**
THE SCOOTER STORE HOLDINGS, INC., et al.,[1]	§	**Case No. 13-10904 (PJW)**
Debtors.	§	**Jointly Administered**

SECOND STIPULATION REGARDING LETTERS OF CREDIT
ISSUED BY WELLS FARGO BANK, NATIONAL ASSOCIATION

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: The SCOOTER Store Holdings, Inc. (7246); The SCOOTER Store — Albuquerque, L.L.C. (3265); The SCOOTER Store — Atlanta, L.L.C. (9883); The SCOOTER Store—Austin, LTD. (4716); The SCOOTER Store — Baltimore, L.L.C. (9884); The SCOOTER Store — Baton Rouge, L.L.C. (9886); The SCOOTER Store — Birmingham, L.L.C. (9887); The SCOOTER Store— Boca Raton, L.L.C. (9889); The SCOOTER Store — Boston, L.L.C. (9893); The SCOOTER Store — Charleston, L.L.C. (9894); The SCOOTER Store — Charlotte, L.L.C. (9902); The SCOOTER Store—Chicago, L.L.C. (2368); The SCOOTER Store — Concord, L.L.C. (9906); The SCOOTER Store—Dallas, LTD. (4717); The SCOOTER Store — Dayton, L.L.C. (8678); The SCOOTER Store — Denver, L.L.C. (9909); The SCOOTER Store — Des Moines, L.L.C. (1260); The SCOOTER Store—Detroit, L.L.C. (2358); The SCOOTER Store—Grand Rapids, L.L.C. (1291); The SCOOTER Store — Green Bay, L.L.C. (1832); The SCOOTER Store —Greenville, L.L.C. (9911); The SCOOTER Store — Hartford, L.L.C. (9912); The SCOOTER Store—Houston, LTD. (4718); The SCOOTER Store — Indianapolis, L.L.C. (8684); The SCOOTER Store — Jackson, L.L.C. (9914); The SCOOTER Store — Jacksonville, L.L.C. (9916); The SCOOTER Store — Kansas City, L.L.C. (8655); The SCOOTER Store — Knoxville, L.L.C. (9921); The SCOOTER Store — Las Vegas, L.L.C. (0038); The SCOOTER Store — Levittown, L.L.C. (9926); The SCOOTER Store — Lincoln, L.L.C. (N/A); The SCOOTER Store — Little Rock, L.L.C. (6425); The SCOOTER Store — Los Angeles, L.L.C. (1294); The SCOOTER Store — Louisville, L.L.C. (9930); The SCOOTER Store—Lubbock, LTD. (4720); The SCOOTER Store—Madison, L.L.C. (1829); The SCOOTER Store — Minneapolis, L.L.C. (9932); The SCOOTER Store — Mobile, L.L.C. (1466); The SCOOTER Store — Nashville, L.L.C. (9939); The SCOOTER Store — Oklahoma City, L.L.C. (6430); The SCOOTER Store —Orlando, L.L.C. (9943); The SCOOTER Store — Paterson, L.L.C. (9949); The SCOOTER Store — Philadelphia, L.L.C. (9945); The SCOOTER Store — Phoenix, L.L.C. (9950); The SCOOTER Store — Pittsburgh, L.L.C. (9952); The SCOOTER Store — Portland, L.L.C. (1922); The SCOOTER Store—Raleigh Durham, L.L.C. (6134); The SCOOTER Store — Richmond, L.L.C. (8676); The SCOOTER Store — Rochester, L.L.C. (9954); The SCOOTER Store — Sacramento, L.L.C. (1298); The SCOOTER Store — Salt Lake City, L.L.C. (1921); The SCOOTER Store—San Antonio, LTD. (4724); The SCOOTER Store — San Diego, L.L.C. (1296); The SCOOTER Store — San Francisco, L.L.C. (1293); The SCOOTER Store — Schenectady, L.L.C. (9958); The SCOOTER Store — Seattle, L.L.C. (1918); The SCOOTER Store — Shreveport, L.L.C. (9961); The SCOOTER Store—Springfield, L.L.C. (1834); The SCOOTER Store — St. Louis, L.L.C. (6975); The SCOOTER Store—Toledo, L.L.C. (8681); The SCOOTER Store — Tulsa, L.L.C. (6436); The SCOOTER Store — West Virginia, L.L.C. (8672); The SCOOTER Store — Wichita, L.L.C. (N/A); The SCOOTER Store — Wilkes-Barre, L.L.C. (9962); The SCOOTER Store, Inc. (7905); The SCOOTER Store—USA, Inc. (0608); The SCOOTER Store — Development, L.L.C. (5073); The SCOOTER Store Financial Services, L.L.C. (5481); The SCOOTER Store Aviation, L.L.C. (7185); TSS Management Company, Inc. (4241); TSS Investments, Inc. (4242); and The Scooter Store, LTD. (0039). The Debtors' mailing address is 1650 Independence Drive, New Braunfels, Texas 78132.

The above captioned debtors and debtors in possession (the "Debtors"), the Official Committee of Unsecured Creditors in the above captioned cases (the "Committee"), Garrison Investment Group ("Garrison"), one of the Debtors' secured lenders, and Wells Fargo Bank, National Association ("Wells Fargo," and collectively with the Debtors, the Committee, and Garrison, the "Parties") hereby enter into this *Second Stipulation Regarding Letters of Credit Issued by Wells Fargo Bank, National Association* (this "Stipulation").

RECITALS

A. On April 15, 2013 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and commenced the above-captioned bankruptcy cases (the "Cases").

B. The Committee was appointed as of April 25, 2013. [Docket No. 75].

C. Prior to the Petition Date, The Scooter Store Holdings, Inc. ("Holdings") and Wells Fargo entered into, *inter alia*, (i) the Standby Letter of Credit Agreement dated on or around August 1, 2011 and (ii) the Standby Letter of Credit Agreement dated October 26, 2011 (collectively, and as amended, supplemented, restated or otherwise modified prior to the Petition Date, the "Wells Fargo L/C Agreements," and together with all other agreements, security agreements, documents and instruments executed and/or delivered to or in favor of Wells Fargo in connection therewith, collectively, the "Wells Fargo L/C Documents").

D. Pursuant to the Wells Fargo L/C Documents, Wells Fargo issued to the Western Surety Company (the "Beneficiary") (i) the Irrevocable Standby Letter of Credit dated November 2, 2011, in the face amount of $1,675,000.00 and (ii) the Irrevocable Standby Letter of Credit dated August 22, 2011, in the face amount of $837,500.00 (collectively and as renewed, amended, or extended, the "Wells Fargo L/C's").

E. The Debtors have stipulated that Wells Fargo has a first priority lien and security interest in all cash collateral, cash, or other funds of the Debtors that is held in deposit accounts numbered 4122166069 and 4124322512 maintained at Wells Fargo (the "Wells Fargo L/C Accounts").

F. On May 17, 2013, the Court entered its *Final Order Pursuant to 11 U.S.C. Sections 105, 361, 362, 363 and 364 and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (i) Authorizing Incurrence by the Debtors of Postpetition Secured Indebtedness with Priority Over All Secured Indebtedness and with Administrative Superpriority, (ii) Granting Liens, (iii) Authorizing Use of Cash Collateral by the Debtors Pursuant to 11 U.S.C. Section 363 and Providing for Adequate Protection, and (iv) Modifying the Automatic Stay* [Docket No. 159] (the "Final DIP Order"). On August 19, 2013, the Court entered its *Final Order Pursuant to 11 U.S.C. Sections 105, 361, 362, and 363 and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure Authorizing Use of Cash Collateral by the Debtors Pursuant to 11 U.S.C. Section 363, Providing for Adequate Protection, and Modifying the Automatic Stay* [Docket No. 478] (the "Final Cash Collateral Order").

G. On June 11, 2013, the Court entered the *Agreed Order Approving Stipulation Regarding Letters of Credit Issued by Wells Fargo Bank, National Association and Agreed Relief from the Automatic Stay* [Docket No. 207] (the "First Wells Fargo Stipulation Order"), thereby approving the *Stipulation Regarding Letters of Credit Issued by Wells Fargo Bank, National Association and Agreed Relief from the Automatic Stay* (the "First Wells Fargo Stipulation").

H. On October 29, 2013, the beneficiary of the Wells Fargo L/C in the face amount of $837,500 (the "$837,500 L/C") drew upon the $837,500 L/C in the amount of $250,000 (the "L/C Draw"). Pursuant to the authority in the First Wells Fargo Stipulation Order and the First

Wells Fargo Stipulation, the amount of the L/C Draw was deducted from the Wells Fargo L/C Accounts and applied to the debts of Holdings to Wells Fargo under the Wells Fargo L/C Documents.

STIPULATION

The Parties agree, stipulate, and acknowledge the following in addition to, and not in lieu of, the stipulations, agreements, and acknowledgments contained in, *inter alia*, the Final DIP Order, the Final Cash Collateral Order, the First Wells Fargo Stipulation, and the Wells Fargo L/C Documents:

1. The Parties agree, stipulate, and acknowledge the following with respect to Wells Fargo:

   a. Wells Fargo properly honored the L/C Draw by the Beneficiary, the presentation and demand for the L/C Draw by the Beneficiary were valid and complied with the Wells Fargo L/Cs, and Wells Fargo observed the standard practice of financial institutions in all respects regarding such L/C Draw.

   b. Wells Fargo's honoring of the L/C Draw by the Beneficiary was in compliance with the terms of the Wells Fargo L/C Documents in all respects.

   c. The Wells Fargo L/Cs expired pursuant to their terms on November 2, 2013, and were not renewed or extended. As a result of the expiration of the Wells Fargo L/Cs, Wells Fargo is discharged from performance under the Wells Fargo L/C's and is not required to honor any future presentation of the Wells Fargo L/C's or any demand related thereto.

   d. Wells Fargo has no obligation to issue any further letter of credit or other financial accommodation for the Debtors' account or to make any other extension of credit to the Debtors or in any other manner extend any financial consideration to the Debtors.

   e. Wells Fargo properly debited the Wells Fargo L/C Accounts for the L/C Draw, and Wells Fargo was authorized to apply, deduct, and setoff funds in the Wells Fargo L/C Accounts against the Wells Fargo L/C Obligations (as defined in the Final DIP Order) in the amount so drawn by the Beneficiary pursuant to the First Wells Fargo Stipulation and the First Wells Fargo Stipulation Order.

2. Wells Fargo shall have an allowed secured claim in the Cases without necessity of filing of any proof of claim, application, motion, or other pleading and without necessity of obtaining any subsequent Order of the Court (i) in the amount of $250,000 for the amount of the L/C Draw and (ii) in the amount of $52,500 pursuant to Bankruptcy Code § 506(b) for its reasonable and necessary fees, costs, charges interest and expenses (including its attorneys' fees) through the Effective Date (as defined below) (the "506(b) Claim"). Wells Fargo shall have an allowed unsecured claim without necessity of filing of any proof of claim, application, motion, or other pleading and without necessity of obtaining any subsequent Order of the Court to the extent Wells Fargo is owed any amounts as Surviving Obligations (as defined below) incurred or arising after the Effective Date.

3. Wells Fargo shall be, and hereby is, immediately authorized, without any further or additional Order of the Court, to apply, deduct, and setoff funds in the Wells Fargo L/C Accounts against the Wells Fargo L/C Obligations in the amount of $52,500 to discharge the 506(b) Claim.

4. Upon and after the Effective Date, the Debtors shall not be required to comply with their obligations in Section 24(d) of the Final DIP Order and Section 25(c) of the Final Cash Collateral Order to deposit by the 15th day of each month sufficient funds into the Wells Fargo L/C Accounts such that the balance of such accounts is not less than the balance of such accounts on the Petition Date. Upon and after the Effective Date, Holdings shall be entitled to use, access, or close the Wells Fargo L/C Accounts pursuant to, and solely in accordance with, the terms of the applicable documentation with Wells Fargo regarding such accounts.

5. Upon the application, deduction, and setoff of funds in accordance with Paragraph 3 hereof, (a) all liens and security interests securing the Wells Fargo L/C Obligations under the

Wells Fargo L/C Documents shall automatically terminate and (b) Holdings shall automatically be released and discharged from the obligations, claims and demands under the Wells Fargo L/C Documents, except for any obligations owing to Wells Fargo that, pursuant to the terms of the Wells Fargo L/C Documents, survive expiration of the Wells Fargo L/Cs and/or termination of the Wells Fargo L/C Documents (collectively, the "Surviving Obligations"). Holdings acknowledges and agrees that its obligations and liabilities under the Wells Fargo L/C Documents shall be reinstated with full force and effect if, at any time all or any portion of any amounts applied by Wells Fargo to the Wells Fargo L/C Obligations are voided or rescinded or must otherwise be returned by Wells Fargo to Holdings or its bankruptcy estate.

6. Each of the Debtors, on behalf of themselves and their bankruptcy estates, hereby releases, discharges and acquits Wells Fargo, its officers, directors, agents and employees and their affiliates, successors and assigns, from all obligations to any such Debtor and its bankruptcy estate and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether in law or in equity, including, without limitation, causes of action under chapter 5 of the Bankruptcy Code, that the Debtors or their bankruptcy estates at any time had or have, or that their respective successors and assigns hereafter can or may have, against Wells Fargo, its officers, directors, agents or employees and their affiliates, successors and assigns, in each case only in connection with the Wells Fargo L/C Documents and the transactions contemplated thereby.

7. The Parties agree that the automatic stay of Bankruptcy Code § 362 shall be modified to the extent necessary to permit Wells Fargo to commit all acts, actions, and transfers contemplated and authorized hereinabove.

8. This Stipulation shall not be effective unless and until the date (the "Effective Date") that the Court shall have entered an Order approving this Stipulation in form and substance acceptable to the Parties that shall not be subject to a stay (the "Approval Order").

9. The Debtors shall file and serve pleadings within two (2) business days of the date hereof in form and substance acceptable to the Parties to obtain entry of the Approval Order. All Parties agree to use best efforts to cause the Effective Date to occur on or prior to December 31, 2013. If the Effective Date has not occurred on or prior to December 31, 2013 or such later date agreed upon by the Parties, notwithstanding anything to the contrary herein, this Stipulation shall be of no further force or effect.

[Signature Page Follows]

December 9, 2013

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