Court File No. CV-16-11582-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERFORMANCE SPORTS GROUP LTD., BAUER HOCKEY CORP., BAUER HOCKEY RETAIL CORP., BAUER PERFORMANCE SPORTS UNIFORMS CORP., BPS CANADA INTERMEDIATE CORP., BPS DIAMOND SPORTS CORP., EASTON BASEBALL/SOFTBALL CORP., KBAU HOLDINGS CANADA, INC., PERFORMANCE LACROSSE GROUP CORP., PSG INNOVATION CORP., BAUER HOCKEY RETAIL INC., BAUER HOCKEY, INC., BAUER PERFORMANCE SPORTS UNIFORMS INC., BPS DIAMOND SPORTS INC., BPS US HOLDINGS INC., EASTON BASEBALL/SOFTBALL INC., PERFORMANCE LACROSSE GROUP INC., PSG INNOVATION INC.

(Applicants)

AFFIDAVIT OF LEE NICHOLSON
(Sworn January 20, 2017)

I, LEE NICHOLSON, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am an associate at Stikeman Elliott LLP, counsel to the Applicants in respect of their proceedings under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

2. On January 4, 2017, I served a copy of the Applicants' motion record seeking, *inter alia*, approval of the Asset Purchase Agreement (the "**Inaria APA**") between Bauer Performance Sports Uniforms Corp. and Bauer Performance Sports Uniforms Inc. (collectively, the "**Sellers**"), Saverio Michielli (the "**Owner**") and a corporation to be incorporated by the Owner (the "**Buyer**") made as of December 30, 2016. The draft approval and vesting order provided in the motion record contemplated the assignment of certain contracts to the Buyer that were listed on schedule "B" of the draft order (the "**Assumed Contracts**").

3. Thirty-three (33) of the Assumed Contracts listed on schedule "A" do not contain any provisions restricting their assignment to another party (the "**Notice Only Contracts**"). On January 13, 2017, I arranged for delivery of a letter advising the counterparties of the Notice Only Contracts that their contract with the Sellers would be assigned to the Buyer, subject to closing of the sale transaction contemplated by the Inaria APA. The letter was sent to the address of the counterparty according to the Applicants' books and records. A copy of the Applicants' motion materials was enclosed with the letter. A copy of the form of letter sent to counterparties of Notice Only Contracts is attached hereto as Exhibit "A".

4. Nine (9) of the Assumed Contracts listed at schedule "B" contained provisions stating that the counterparty's consent was required to assign the contract (the "**Consent Required Contracts**"). On January 13, 2017, I arranged for the delivery of a letter requesting the counterparties to the Consent Required Contracts consent to the assignment of their respective contracts with the Sellers to the Buyer. The letter advised the counterparties that if consent was not provided then the Applicants would seek assignment of their contract pursuant to s. 11.3 of the CCAA. The letter was sent to the address of the counterparty according to the Applicants' books and records and a copy of the Applicants' motion materials was enclosed with the letter. A copy of the form of letter sent to counterparties of Consent Required Contracts is attached hereto as Exhibit "B".

5. As of the date of this affidavit, one of the counterparties to the Consent Required Contracts has delivered the requested form of consent. A revised approval and vesting order reflecting that the Applicants will only seek assignment, pursuant to an order of the Court, of the Consent Required Contracts that have not provided consents is attached hereto as Exhibit "C" and attached hereto as Exhibit "D" is a blackline showing changes from the draft approval and vesting order previously contained in the Applicants' motion record.

SWORN BEFORE ME at the City of Toronto, Province of Ontario, on January 20, 2017.	
Commissioner for Taking Affidavits C. Haddon Murray LSUC#: 61640P	LEE NICHOLSON

Schedule "A" - Notice Only Contracts

Counter Party	Contract Name	Cure Costs
ADECCO EMPLOYMENT SERVICE LIMITED	Staffing Supplier Agreement Dated 02/25/2016	$1,921.00
AURORA YOUTH SOCCER CLUB	Exclusive Uniform and Equipment Agreement Dated 01/04/2016	$0.00
BELLE RIVER SOCCER CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
BOWMANVILLE UNITED SC	Exclusive Uniform and Equipment Supply Agreement Dated 12/01/2014	$0.00
BRAMS UNITED GIRLS SOCCER CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
COBOURG SC	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
DUNDAS YOUTH SC	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
EAST GWILLIMBURY SC	Exclusive Uniform and Equipment Supply Agreement Dated 12/16/2014	$0.00
EAST LONDON SC	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
EAST YORK SC	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
ERIN MILLS SOCCER CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 11/01/2014	$0.00
FLORIDA GULF COAST UNIVERSITY	Product Supply and Sponsorship Agreement Dated 6/20/2015	$0.00
GLEN SHIELDS FUTBOL CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2016	$0.00
HALDIMAND SOCCER CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
INNISFIL SOCCER CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
MUSLIM YSL	Exclusive Uniform and Equipment Supply Agreement Dated 02/10/2016	$0.00
NORTH DURHAM UNITED FC	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
OAKVILLE SOCCER CLUB INC.	Supply Agreement Dated 09/01/2014	$0.00
ORO-MEDONTE SOCCER CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2014	$0.00
PASQUALIN D'AMICO PARTNERS	Executed Consulting Agreement with attached Stock Option agreement Dated 08/01/2015	$0.00
PICKERING SOCCER CLUB	Supply Agreement Dated 10/28/2013	$0.00
QUINTE WEST SOCCER CLUB	Supply Agreement Dated 10/01/2014	$0.00

Counter Party	Contract Name	Cure Costs
SAULT YOUTH SOCCER LEAGUE	House League Supply Agreement Dated 01/25/2012	$0.00
SOUTH CALEDON SOCCER CLUB	Supply Agreement Dated 01/06/2015	$0.00
ST CATHARINES JETS GIRLS SOCCER CLUB	Supply Agreement Dated 02/28/2013	$0.00
STONEY CREEK MSA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
THAMES CENTRE MSA	Exclusive Uniform and Equipment Supply Agreement Dated 03/14/2016	$0.00
THE DOFASCO MINOR SOCCER ASSOCIATION	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
TILLSONBURG MINORSOCCER ASSOC	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2016	$0.00
TORONTO HIGH PARK FOOTBALL CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 01/29/2014	$0.00
UXBRIDGE SOCCER CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	$0.00
WELLAND SOCCER CLUB	Exclusive Uniform and Equipment Supply Agreement Dated 12/01/2015	$0.00
WHITBY IROQUOIS SOCCER CLUB	Supply Agreement Dated 09/26/2013	$0.00

Schedule "B" – Consent Required Contracts

Counter Party	Contract Name	Cure Costs
AMAZON.COM	Freight & Buying Agreement Dated 10/01/2014	$0.00
D'AMICO, ANDREA	Athlete Endorsement Agreement	$0.00
D'AMICO, ANDREA	Consulting Agreement Dated 08/01/2015	$0.00
GIOVINCO, SEBASTIAN	Athlete Endorsement Contract Dated 08/01/2015	$0.00
GIOVINCO, SEBASTIAN	Consulting Agreement Dated 08/01/2015	$0.00
LIPSCOMB UNIVERSITY	Product Supply and Sponsorship Agreement Dated 4/1/2016	$0.00
MEO HOLDINGS, INC.	Lease Agreement Dated 01/07/2012 plus Amendments	$0.00
SF DELTAS	Sponsorship Agreement Dated 6/30/2016	$0.00
UNC CHARLOTTE	Product Supply and Sponsorship Agreement Dated 7/1/2015	$0.00

EXHIBIT “A”

Exhibit "A" to the Affidavit

Of Lee Nicholson sworn

January 20, 2017

Commissioner for taking affidavits

PERFORMANCE
SPORTS GROUP

January 13, 2017

[Counterparty_Name]
[Address_1]
[Address_2]
[Address_3]
[City], [Province] [ZIP]
[Country]

Dear Sirs/Mesdames:

RE: Bauer Performance Sports Uniforms Corp. and Bauer Performance Sports Uniforms Inc. – Contract Assignment

We are contacting you with respect to the **[Agreement_Name] [Date]** between **[Counterparty_Name]** and BPSU Corp. (as amended, restated, renewed, extended or assigned from time to time, the "**Contract**").

On October 31, 2016, Performance Sports Group Ltd. and certain of its subsidiaries (the "**Debtors**" and each a "**Debtor**") filed for relief before the United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**") pursuant to the chapter 11 of the United States Bankruptcy Code and the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**" and together with the U.S. Court, the "**Courts**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). Ernst & Young Inc. was appointed by the Canadian Court as the Monitor (the "**Monitor**") of the Debtors.

The Debtors include BPSU Corp. and BPSU Inc. (collectively, the "**Sellers**"), the companies operating the Debtors' soccer related business under the "INARIA" brand name (the "**Inaria Business**"). The Sellers have entered into an Asset Purchase Agreement dated December 30, 2016 (the "**Asset Purchase Agreement**") with a company to be formed by Saverio Michielli (the "**Buyer**"), the current general manager and former owner of the Inaria Business, for the sale of the Inaria Business (the "**Sale Transaction**"). Pursuant to the Asset Purchase Agreement, the Contract has been designated to be assigned to and assumed by the Buyer.

Pursuant to the terms of the Contract your consent is not required for this assignment and this letter shall constitute notice of assignment of the Contract to the Buyer. The assignment is conditional upon and effective on closing ("**Closing**") of the Sale Transaction. Subject to the conditions of the Closing being fulfilled, it is anticipated that the Closing will occur on or about January 31, 2017 and no later than February 16, 2017, unless otherwise agreed by the Sellers and the Buyer. Following assignment of the Contract, the Buyer will be responsible for all obligations under the Contract that arise after Closing.

Hearings to consider approval of the Sale Transaction are scheduled before the U.S. Court on January 23, 2017 at 11:00 a.m. and before the Canadian Court on January 26, 2017 at 10:00 a.m. In connection with the motions, please find enclosed a copy of the Debtors' Canadian motion materials. You should have previously been served with the Debtors' U.S. motion.

If you have any questions about the transaction or the assignment, please do not hesitate to contact me.

Yours very truly,

Michelle Hanson, Deputy General Counsel

encl: Motion Record (Re: Inaria Sale Approval)

EXHIBIT “B”

Exhibit "B" to the Affidavit

Of Lee Nicholson sworn

January 20, 2017

Commissioner for taking affidavits

PERFORMANCE
SPORTS GROUP

January 13, 2017

[Counterparty_Name]
[Address_1]
[Address_2]
[Address_3]
[City], [Province] [ZIP]
[Country]

Dear Sirs/Mesdames:

RE: Bauer Performance Sports Uniforms Corp. and Bauer Performance Sports Uniforms Inc. – Contract Assignment

We are contacting you with respect to the **[Agreement_Name] [Date]** between **[Counterparty_Name]** and BPSU Corp. (as amended, restated, renewed, extended or assigned from time to time, the "**Contract**").

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The Debtors include BPSU Corp. and Bauer Performance Sports Uniforms Inc. (collectively, the "**Sellers**"), the companies operating the Debtors' soccer related business under the "INARIA" brand name (the "**Inaria Business**"). The Sellers have entered into an Asset Purchase Agreement dated December 30, 2016 (the "**Asset Purchase Agreement**") with a company to be formed by Saverio Michielli (the "**Buyer**"), the current general manager and former owner of the Inaria Business, for the sale of the Inaria Business (the "**Sale Transaction**"). Pursuant to the Asset Purchase Agreement, the Contract has been designated to be assigned to and assumed by the Buyer, conditional upon and effective on closing ("**Closing**") of the Sale Transaction.

If the Contract is assumed and assigned in connection with a Sale Transaction, the Buyer will be responsible for all obligations under the Contract arising after Closing. Subject to the conditions of the Closing being fulfilled, it is anticipated that the Closing will occur on or about January 31, 2017 and no later than February 16, 2017, unless otherwise agreed by the Sellers and the Buyer.

Given the desire of all parties to protect and preserve the Inaria Business, please confirm your consent to the assignment of the Contract to the Buyer by signing below and returning a signed copy by email or courier to the following contact.

Ernst & Young Inc., in its capacity as Monitor
EY Tower, Toronto-Dominion Centre
P.O. Box 251, 222 Bay Street
Toronto, Ontario M5K 1J7
Attention: Brian Denega
Email: psg@ca.ey.com

We hope to have received consents from all counterparties by January 18, 2017. If consent is not received, the Debtors will seek orders of the Courts pursuant to the U.S. Code and the CCAA assigning the Contract to the Buyer in connection with a Sale Transaction. Hearings to consider approval of the Sale Transaction are scheduled before the U.S. Court on January 23, 2017 at 11:00 a.m. and before the Canadian Court on January 26, 2017 at 10:00 a.m. In connection with the motions, please find enclosed a copy of the Debtors' Canadian motion materials seeking approval of the Sale Transaction and assignment of the Contract to the Buyer. You should have previously been served with the Debtors' U.S. motion.

If you have any questions about the requested assignment, please do not hesitate to contact me.

Yours very truly,

Michelle Hanson, Deputy General Counsel

encl: Motion Record (Re: Inaria Sale Approval)

*****

[Counterparty_Name], in its capacity as party to the Contract, hereby irrevocably consents to the assignment of the Contract in connection with the Sale Transaction. It is acknowledged that the assignment is subject to and effective upon Closing of the Sale Transaction and approval of the Sale Transaction by the Courts. This consent is effective notwithstanding anything in the Contract to the contrary.

Dated: ____________________.

[Counterparty_Name]

Per: ____

Name:
Title:

EXHIBIT “C”

Exhibit "C" to the Affidavit

Of Lee Nicholson sworn

January 20, 2017

Commissioner for taking affidavits

Court File No. CV-16-11582-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 26th
	)	
JUSTICE NEWBOULD	)	DAY OF JANUARY, 2017

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERFORMANCE SPORTS GROUP LTD., BAUER HOCKEY CORP., BAUER HOCKEY RETAIL CORP., BAUER PERFORMANCE SPORTS UNIFORMS CORP., BPS CANADA INTERMEDIATE CORP., BPS DIAMOND SPORTS CORP., EASTON BASEBALL/SOFTBALL CORP., KBAU HOLDINGS CANADA, INC., PERFORMANCE LACROSSE GROUP CORP., PSG INNOVATION CORP., BAUER HOCKEY RETAIL INC., BAUER HOCKEY, INC., BAUER PERFORMANCE SPORTS UNIFORMS INC., BPS DIAMOND SPORTS INC., BPS US HOLDINGS INC., EASTON BASEBALL/SOFTBALL INC., PERFORMANCE LACROSSE GROUP INC., PSG INNOVATION INC.

(Applicants)

INARIA APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order approving the sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement (the "**Inaria APA**") between Bauer Performance Sports Uniforms Corp. and Bauer Performance Sports Uniforms Inc. (the "**Sellers**"), Saverio Michielli (the "**Owner**") and a corporation to be incorporated by the Owner (the "**Buyer**") made as of December 30, 2016, and vesting in the Buyer, the Sellers' right, title and interest in and to the Purchased Assets (as defined in the Inaria APA), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Brian J. Fox sworn January 3, 2017 and the Exhibits thereto, the Affidavit of Lee Nicholson sworn January 20, 2017 and the Exhibits thereto, the Fifth Report of Ernst & Young Inc. ("**EY**") in its capacity as monitor (the "**Monitor**") to the

Applicants dated January 13, 2017 and on hearing the submissions of counsel for the Applicants, the Monitor, on hearing the submissions of counsel for the Applicants, the Monitor, Sagard Capital Ltd., Fairfax Financial Holdings Limited, ABL DIP lenders and the Official Committee of Unsecured Creditors, the Official Committee of Equityholders of Performance Sports Group Ltd., no one appearing for any other party although duly served as appears from the affidavit of service of Lee Nicholson, filed.

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Inaria APA.

SALE TRANSACTION

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Inaria APA by the Sellers is hereby authorized and approved, with such minor amendments as the Sellers and the Buyer, with the approval of the Monitor, may agree upon. The Sellers are hereby authorized and directed, and the Monitor is authorized and empowered, to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Buyer.

3. **THIS COURT ORDERS** that the Sellers are authorized and directed to perform their obligations under the Inaria APA and any ancillary documents related thereto.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Buyer substantially in the form attached as Schedule A hereto (the "**Monitor's Certificate**"), all of the Sellers' right, title and interest in and to the Purchased Assets shall vest absolutely in the Buyer, free and clear of and from any and all ownership claims, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, trusts, constructive trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the Initial Order of the Honourable Justice Newbould dated October 31, 2016 (as amended and restated), the Order of the Honourable Justice Newbould dated January 10, 2017 and any subsequent charges created by the Court;

(b) all security interests, hypothecs, mortgages, pledges, encumbrances, liens and charges, including those evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry in any provinces or territories in Canada, the United States or the Civil code of Québec (all of which are collectively referred to as the "**Encumbrances**"); and

(c) all Excluded Liabilities as defined under the Inaria APA;

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to retain and use the funds making up the Purchase Price in the ordinary course or make payments, distributions, and disbursements from such funds, all in accordance with the Initial Order of this Court dated October 31, 2016, as amended and restated.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that the Buyer or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances after completion of the Transaction.

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Sellers and the Monitor are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Sellers' records pertaining to the Sellers' past and current employees. The Buyer shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Sellers.

9. **THIS COURT ORDERS** that for seven (7) years following the Closing Date, the Owner and Buyer shall, and shall cause the Buyer's employees to, retain all books, records and other documents pertaining to the Business in existence on the Closing Date, unless an extension is

required by applicable law, and shall make the same available for inspection and copying by the Applicants and their successors and assigns (including any regulatory agency designated by the Applicants or a trustee-in-bankruptcy or another liquidating trustee overseeing the liquidation of the Applicants or any part of them) for any reasonable business purpose during normal business hours upon reasonable request and upon reasonable notice, in each case at such party's own expense. For purposes hereof, a reasonable business purpose includes, among other things, investigations by the United States Securities and Exchange Commission or the Ontario Securities Commission and the defense or prosecution of claims by the Applicants after the Closing Date. In addition, the Buyer shall, and shall cause its employees to, retain all books, records and other documents within the scope of the document hold dated June 3, 2016 instituted by the Applicants for as long as necessary to carry out the purpose of such document hold.

10. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Sellers and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Sellers;

the vesting of the Purchased Assets in the Buyer and payments, distributions, and disbursements made pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Sellers and shall not be void or voidable by creditors of the Sellers, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

ASSIGNMENT OF AGREEMENTS

12. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate all of the rights and obligations of the Sellers under the Assumed Contracts which are set out in Schedule "B" hereto shall be assigned to the Buyer pursuant to section 1.01(g) of the Inaria APA and pursuant to section 11.3 of the CCAA.

13. **THIS COURT ORDERS** that, with respect to the Lease, upon delivery of the Monitor's Certificate, the Buyer shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Lease for the period commencing from and after the delivery of such Monitor's Certificate and may enter into and upon and hold and have quiet enjoyment of the premise that is the subject of the Lease and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Lease, without any interruption from the Sellers, the landlord under the Lease or any person whomsoever claiming through or under any of the Sellers or the landlords under the Lease.

14. **THIS COURT ORDERS** that the assignment to the Buyer of the rights and obligations of the Sellers under the Assumed Contracts to the Buyer, pursuant to the CCAA and this Order is valid and binding upon all of the counterparties to the Assumed Contracts notwithstanding any restriction or prohibition contained in any such Assumed Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

15. **THIS COURT ORDERS** that the Sellers' right, title and interest in the Assumed Contracts shall vest absolutely in the Buyer free and clear of all Encumbrances.

16. **THIS COURT ORDERS** that each counterparty to the Assumed Contracts is prohibited from exercising any right or remedy under the Assumed Contracts by reason of any defaults thereunder arising from the assignment of the Assumed Contracts, the insolvency of the Sellers, the commencement of these CCAA proceedings, or any failure of the Sellers to perform a non-monetary obligation under the Assumed Contracts.

17. **THIS COURT ORDERS** that the cure costs of the Assumed Contracts ("**Cure Costs**") shall be in amounts set out in Schedule "B" hereto and that upon Closing, the Buyer shall assume the obligation to pay Cure Costs in accordance with the Inaria APA, and shall pay such

Cure Costs in full and final satisfaction of Cure Costs owing to the counterparty to the applicable Assumed Contract, by no later than the Closing Date provided the Buyer receives wire remittance instructions or other payment instructions from such counterparty by that date.

18. **THIS COURT DIRECTS** the Sellers to send a copy of this Order to all of the counterparties of the Assumed Contracts as soon as practicable.

GENERAL

19. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

Schedule A – Form of Monitor's Certificate

Court File No. CV-16-11582-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERFORMANCE SPORTS GROUP LTD., BAUER HOCKEY CORP., BAUER HOCKEY RETAIL CORP., BAUER PERFORMANCE SPORTS UNIFORMS CORP., BPS CANADA INTERMEDIATE CORP., BPS DIAMOND SPORTS CORP., EASTON BASEBALL/SOFTBALL CORP., KBAU HOLDINGS CANADA, INC., PERFORMANCE LACROSSE GROUP CORP., PSG INNOVATION CORP., BAUER HOCKEY RETAIL INC., BAUER HOCKEY, INC., BAUER PERFORMANCE SPORTS UNIFORMS INC., BPS DIAMOND SPORTS INC., BPS US HOLDINGS INC., EASTON BASEBALL/SOFTBALL INC., PERFORMANCE LACROSSE GROUP INC., PSG INNOVATION INC.

MONITOR CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") dated October 31, 2016, Ernst & Young Inc. was appointed as the Monitor (the "**Monitor**") of the undertaking, property and assets of Applicants.

B. Pursuant to an Order of the Court dated January 26, 2017 (the "**Inaria Approval and Vesting Order**"), the Court approved the asset purchase agreement dated December 30, 2016 (the "**Inaria APA**") between Bauer Performance Sports Uniforms Corp. and Bauer Performance Sports Uniforms Inc. (collectively, the "**Sellers**"), Saverio Michielli (the "**Owner**") and a corporation to be incorporated by the Owner (the "**Buyer**"), approved the sale transaction contemplated therein (the "**Transaction**") and provided for the vesting in the Buyer of the Sellers' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Buyer of a certificate confirming (i) the payment by the Buyer of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 2.01 of the Inaria APA have been satisfied or waived by the Sellers and the Buyer; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Pursuant to the Inaria Approval and Vesting Order, the Monitor may rely on written notice from the Sellers and the Buyer regarding fulfillment of conditions to closing under the Inaria APA.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Inaria APA.

THE MONITOR CERTIFIES the following:

1. The Sellers and the Buyer have each delivered written notice to the Monitor that all applicable conditions under the Inaria APA have been satisfied and/or waived, as applicable;

2. The Buyer has paid and the Sellers have received the Purchase Price for the Purchased Assets payable on or prior to the Closing Date pursuant to the Inaria APA;

3. The Transaction has been completed to the satisfaction of the Monitor; and

4. This Certificate was delivered by the Monitor at ________ [TIME] on _______ [DATE].

Ernst & Young Inc., in its capacity as Monitor of the Applicants, and not in its personal or corporate capacity

Per: ______________________________

Name:

Title:

Schedule B – Assumed Contracts

Counter Party	Contract Name	Cure Costs
AMAZON.COM	Freight & Buying Agreement Dated 10/01/2014	$0.00
D'AMICO, ANDREA	Athlete Endorsement Agreement	$0.00
D'AMICO, ANDREA	Consulting Agreement Dated 08/01/2015	$0.00
GIOVINCO, SEBASTIAN	Athlete Endorsement Contract Dated 08/01/2015	$0.00
GIOVINCO, SEBASTIAN	Consulting Agreement Dated 08/01/2015	$0.00
LIPSCOMB UNIVERSITY	Product Supply and Sponsorship Agreement Dated 4/1/2016	$0.00
MEO HOLDINGS, INC.	Lease Agreement Dated 01/07/2012 plus Amendments	$0.00
UNC CHARLOTTE	Product Supply and Sponsorship Agreement Dated 7/1/2015	$0.00

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-16-11582-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERFORMANCE SPORTS GROUP LTD ET. AL.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

INARIA APPROVAL AND VESTING ORDER

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Lawyers for the Applicants

EXHIBIT "D"

Exhibit "D" to the Affidavit

Of Lee Nicholson sworn

January 20, 2017

Commissioner for taking affidavits

Court File No. CV-16-11582-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	~~●~~THURSDAY, THE ~~●~~26th
	)	
JUSTICE NEWBOULD	)	DAY OF JANUARY, 2017

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERFORMANCE SPORTS GROUP LTD., BAUER HOCKEY CORP., BAUER HOCKEY RETAIL CORP., BAUER PERFORMANCE SPORTS UNIFORMS CORP., BPS CANADA INTERMEDIATE CORP., BPS DIAMOND SPORTS CORP., EASTON BASEBALL/SOFTBALL CORP., KBAU HOLDINGS CANADA, INC., PERFORMANCE LACROSSE GROUP CORP., PSG INNOVATION CORP., BAUER HOCKEY RETAIL INC., BAUER HOCKEY, INC., BAUER PERFORMANCE SPORTS UNIFORMS INC., BPS DIAMOND SPORTS INC., BPS US HOLDINGS INC., EASTON BASEBALL/SOFTBALL INC., PERFORMANCE LACROSSE GROUP INC., PSG INNOVATION INC.

(Applicants)

INARIA APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order approving the sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement (the "**Inaria APA**") between Bauer Performance Sports Uniforms Corp. and Bauer Performance Sports Uniforms Inc. (the "**Sellers**"), Saverio Michielli (the "**Owner**") and a corporation to be incorporated by the Owner (the "**Buyer**") made as of December 30, 2016, and vesting in the Buyer, the Sellers' right, title and interest in and to the Purchased Assets (as defined in the Inaria APA), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Brian J. Fox sworn January 3, ~~2016~~2017 and the Exhibits thereto, the Affidavit of Lee Nicholson sworn January 20, 2017 and the Exhibits thereto, the Fifth Report of Ernst & Young Inc. ("**EY**") in its capacity as monitor (the "**Monitor**") to the Applicants dated January ●~~,~~13, 2017 and on hearing the submissions of counsel for the Applicants, the Monitor, on hearing the submissions of counsel for the Applicants, the Monitor, Sagard Capital Ltd., Fairfax Financial Holdings Limited, ABL DIP lenders and the Official Committee of Unsecured Creditors, the Official Committee of Equityholders of Performance Sports Group Ltd., no one appearing for any other party although duly served as appears from the affidavit of service of ●Lee Nicholson, filed.

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Inaria APA.

SALE TRANSACTION

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Inaria APA by the Sellers is hereby authorized and approved, with such minor amendments as the Sellers and the Buyer, with the approval of the Monitor, may agree upon. The Sellers are hereby authorized and directed, and the Monitor is authorized and empowered, to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Buyer.

3. **THIS COURT ORDERS** that the Sellers are authorized and directed to perform their obligations under the Inaria APA and any ancillary documents related thereto.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Buyer substantially in the form attached as Schedule A hereto (the "**Monitor's Certificate**"), all of the Sellers' right, title and interest in and to the Purchased Assets shall vest absolutely in the Buyer, free and clear of and from any and all ownership claims, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, trusts, constructive trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by the Initial Order of the Honourable Justice Newbould dated October 31, 2016 (as amended and restated), the Order of the Honourable Justice Newbould dated January 10, 2017 and any subsequent charges created by the Court;

(b) all security interests, hypothecs, mortgages, pledges, encumbrances, liens and charges, including those evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry in any provinces or territories in Canada, the United States or the Civil code of Québec (all of which are collectively referred to as the "**Encumbrances**"); and

(c) all Excluded Liabilities as defined under the Inaria APA;

and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to retain and use the funds making up the Purchase Price in the ordinary course or make payments, distributions, and disbursements from such funds, all in accordance with the Initial Order of this Court dated October 31, 2016, as amended and restated.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that the Buyer or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances after completion of the Transaction.

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Sellers and the Monitor are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Sellers' records pertaining to the Sellers' past and current employees. The Buyer shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Sellers.

9. **THIS COURT ORDERS** that for seven (7) years following the Closing Date, the Owner and Buyer shall, and shall cause the Buyer's employees to, retain all books, records and other documents pertaining to the Business in existence on the Closing Date, unless an extension is

required by applicable law, and shall make the same available for inspection and copying by the Applicants and their successors and assigns (including any regulatory agency designated by the Applicants or a trustee-in-bankruptcy or another liquidating trustee overseeing the liquidation of the Applicants or any part of them) for any reasonable business purpose during normal business hours upon reasonable request and upon reasonable notice, in each case at such party's own expense. For purposes hereof, a reasonable business purpose includes, among other things, investigations by the United States Securities and Exchange Commission or the Ontario Securities Commission and the defense or prosecution of claims by the Applicants after the Closing Date. In addition, the Buyer shall, and shall cause its employees to, retain all books, records and other documents within the scope of the document hold dated June 3, 2016 instituted by the Applicants for as long as necessary to carry out the purpose of such document hold.

10. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Sellers and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Sellers;

the vesting of the Purchased Assets in the Buyer and payments, distributions, and disbursements made pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Sellers and shall not be void or voidable by creditors of the Sellers, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

ASSIGNMENT OF AGREEMENTS

12. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate all of the rights and obligations of the Sellers under the Assumed Contracts which are set out in Schedule "B" hereto shall be assigned to the Buyer pursuant to section 1.01(g) of the Inaria APA and pursuant to section 11.3 of the CCAA.

13. **THIS COURT ORDERS** that, with respect to the Lease, upon delivery of the Monitor's Certificate, the Buyer shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Lease for the period commencing from and after the delivery of such Monitor's Certificate and may enter into and upon and hold and have quiet enjoyment of the premise that is the subject of the Lease and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Lease, without any interruption from the Sellers, the landlord under the Lease or any person whomsoever claiming through or under any of the Sellers or the landlords under the Lease.

14. **THIS COURT ORDERS** that the assignment to the Buyer of the rights and obligations of the Sellers under the Assumed Contracts to the Buyer, pursuant to the CCAA and this Order is valid and binding upon all of the counterparties to the Assumed Contracts notwithstanding any restriction or prohibition contained in any such Assumed Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

15. **THIS COURT ORDERS** that the Sellers' right, title and interest in the Assumed Contracts shall vest absolutely in the Buyer free and clear of all Encumbrances.

16. **THIS COURT ORDERS** that each counterparty to the Assumed Contracts is prohibited from exercising any right or remedy under the Assumed Contracts by reason of any defaults thereunder arising from the assignment of the Assumed Contracts, the insolvency of the Sellers, the commencement of these CCAA proceedings, or any failure of the Sellers to perform a non-monetary obligation under the Assumed Contracts.

17. **THIS COURT ORDERS** that the cure costs of the Assumed Contracts ("**Cure Costs**") shall be in amounts set out in Schedule "B" hereto and that upon Closing, the Buyer shall assume the obligation to pay Cure Costs in accordance with the Inaria APA, and shall pay such Cure Costs in full and final satisfaction of Cure Costs owing to the counterparty to the applicable

Assumed Contract, by no later than the Closing Date provided the Buyer receives wire remittance instructions or other payment instructions from such counterparty by that date.

18. **THIS COURT DIRECTS** the Sellers to send a copy of this Order to all of the counterparties of the Assumed Contracts as soon as practicable.

GENERAL

19. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

Schedule A – Form of Monitor's Certificate

Court File No. CV-16-11582-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERFORMANCE SPORTS GROUP LTD., BAUER HOCKEY CORP., BAUER HOCKEY RETAIL CORP., BAUER PERFORMANCE SPORTS UNIFORMS CORP., BPS CANADA INTERMEDIATE CORP., BPS DIAMOND SPORTS CORP., EASTON BASEBALL/SOFTBALL CORP., KBAU HOLDINGS CANADA, INC., PERFORMANCE LACROSSE GROUP CORP., PSG INNOVATION CORP., BAUER HOCKEY RETAIL INC., BAUER HOCKEY, INC., BAUER PERFORMANCE SPORTS UNIFORMS INC., BPS DIAMOND SPORTS INC., BPS US HOLDINGS INC., EASTON BASEBALL/SOFTBALL INC., PERFORMANCE LACROSSE GROUP INC., PSG INNOVATION INC.

MONITOR CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") dated October 31, 2016, Ernst & Young Inc. was appointed as the Monitor (the "**Monitor**") of the undertaking, property and assets of Applicants.

B. Pursuant to an Order of the Court dated January ~~23,~~26, 2017 (the "**Inaria Approval and Vesting Order**"), the Court approved the asset purchase agreement dated December 30, 2016 (the "**Inaria APA**") between Bauer Performance Sports Uniforms Corp. and Bauer Performance Sports Uniforms Inc. (collectively, the "**Sellers**"), Saverio Michielli (the "**Owner**") and a corporation to be incorporated by the Owner (the "**Buyer**"), approved the sale transaction contemplated therein (the "**Transaction**") and provided for the vesting in the Buyer of the Sellers' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Buyer of a certificate confirming (i) the payment by the Buyer of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 2.01 of the Inaria APA have been satisfied or waived by the Sellers and the Buyer; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Pursuant to the Inaria Approval and Vesting Order, the Monitor may rely on written notice from the Sellers and the Buyer regarding fulfillment of conditions to closing under the Inaria APA.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Inaria APA.

THE MONITOR CERTIFIES the following:

1. The Sellers and the Buyer have each delivered written notice to the Monitor that all applicable conditions under the Inaria APA have been satisfied and/or waived, as applicable;

2. The Buyer has paid and the Sellers have received the Purchase Price for the Purchased Assets payable on or prior to the Closing Date pursuant to the Inaria APA;

3. The Transaction has been completed to the satisfaction of the Monitor; and

4. This Certificate was delivered by the Monitor at ________ [TIME] on _______ [DATE].

Ernst & Young Inc., in its capacity as Monitor of the Applicants, and not in its personal or corporate capacity

Per: ______________________________

Name:

Title:

Schedule B – Assumed Contracts

Counter Party	Contract Name	Cure Costs
~~ADECCO EMPLOYMENT SERVICE LIMITED~~	~~Staffing Supplier Agreement Dated 02/25/2016~~	~~$1,921.00~~
AMAZON.COM	Freight & Buying Agreement Dated 10/01/2014	$0.00
~~AURORA YOUTH SOCCER CLUB~~	~~Exclusive Uniform and Equipment Agreement Dated 01/04/2016~~	~~$0.00~~
~~BELLE RIVER SOCCER CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
~~BOWMANVILLE UNITED SC~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 12/01/2014~~	~~$0.00~~
~~BRAMS UNITED GIRLS SOCCER CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
~~COBOURG SC~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
D'AMICO, ANDREA	Athlete Endorsement Agreement	$0.00
D'AMICO, ANDREA	Consulting Agreement Dated 08/01/2015	$0.00
~~DUNDAS YOUTH SC~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
~~EAST GWILLIMBURY SC~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 12/16/2014~~	~~$0.00~~
~~EAST LONDON SC~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
~~EAST YORK SC~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
~~ERIN MILLS SOCCER CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 11/01/2014~~	~~$0.00~~
~~FLORIDA GULF COAST UNIVERSITY~~	~~Product Supply and Sponsorship Agreement Dated 6/20/2015~~	~~$0.00~~
GIOVINCO, SEBASTIAN	Athlete Endorsement Contract Dated 08/01/2015	$0.00
GIOVINCO, SEBASTIAN	Consulting Agreement Dated 08/01/2015	$0.00
~~GLEN SHIELDS FUTBOL CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2016~~	~~$0.00~~
~~HALDIMAND SOCCER CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~

~~INNISFIL SOCCER CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
LIPSCOMB UNIVERSITY	Product Supply and Sponsorship Agreement Dated 4/1/2016	$0.00
MEO HOLDINGS, INC.	Lease Agreement Dated 01/07/2012 plus Amendments	$0.00
~~MUSLIM YSL~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 02/10/2016~~	~~$0.00~~
~~NORTH DURHAM UNITED FC~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
~~OAKVILLE SOCCER CLUB INC.~~	~~Supply Agreement Dated 09/01/2014~~	~~$0.00~~
~~ORO-MEDONTE SOCCER CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2014~~	~~$0.00~~
~~PASQUALIN D'AMICO PARTNERS~~	~~Executed Consulting Agreement with attached Stock Option agreement Dated 08/01/2015~~	~~$0.00~~
~~PICKERING SOCCER CLUB~~	~~Supply Agreement Dated 10/28/2013~~	~~$0.00~~
~~QUINTE WEST SOCCER CLUB~~	~~Supply Agreement Dated 10/01/2014~~	~~$0.00~~
~~SAULT YOUTH SOCCER LEAGUE~~	~~House League Supply Agreement Dated 01/25/2012~~	~~$0.00~~
~~SF DELTAS~~	~~Sponsorship Agreement Dated 6/30/2016~~	~~$0.00~~
~~SOUTH CALEDON SOCCER CLUB~~	~~Supply Agreement Dated 01/06/2015~~	~~$0.00~~
~~ST CATHARINES JETS GIRLS SOCCER CLUB~~	~~Supply Agreement Dated 02/28/2013~~	~~$0.00~~
~~STONEY CREEK MSA~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
~~THAMES CENTRE MSA~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 03/14/2016~~	~~$0.00~~
~~THE DOFASCO MINOR SOCCER ASSOCIATION~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~
~~TILLSONBURG MINORSOCCER ASSOC~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2016~~	~~$0.00~~
~~TORONTO HIGH PARK FOOTBALL CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/29/2014~~	~~$0.00~~
UNC CHARLOTTE	Product Supply and Sponsorship Agreement Dated 7/1/2015	$0.00
~~UXBRIDGE SOCCER CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015~~	~~$0.00~~

~~WELLAND SOCCER CLUB~~	~~Exclusive Uniform and Equipment Supply Agreement Dated 12/01/2015~~	~~$0.00~~
~~WHITBY IROQUOIS SOCCER CLUB~~	~~Supply Agreement Dated 09/26/2013~~	~~$0.00~~

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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Lawyers for the Applicants

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AFFIDAVIT OF LEE NICHOLSON
(SWORN JANUARY 20, 2017)

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