

**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)

**MOTION RECORD OF THE APPLICANTS
(Returnable February 6, 2017)
(Re: Approval and Vesting Order, Pre-Closing Reorganization,
Assignment of Agreements and Stay Extension)**

January 24, 2017

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
Email: phoward@stikeman.com

Kathryn Esaw LSUC#: 58264F
Tel: (416) 869-5230
Email: kesaw@stikeman.com

Lee Nicholson LSUC#66412I
Tel: (416) 869-5604
E-mail: leenicholson@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicants

INDEX

**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)

INDEX

<u>Tab</u>	<u>Document</u>
1.	Notice of Motion (Returnable February 6, 2017)
2.	Affidavit of Brian J. Fox, sworn January 24, 2017
A.	Exhibit "A" – Second Amended and Restated Initial Order, dated October 31, 2016
B.	Exhibit "B" – Order (Re Bidding Procedures Approval), dated November 30, 2016
C.	Exhibit "C" – Stalking Horse Agreement, dated October 31, 2016
D.	Exhibit "D" – Notice Of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Proposed Cure Amounts, dated December 12, 2016
E.	Exhibit "E" – U.S. Bidding Procedures Order, dated November 30, 2016
F.	Exhibit "F" – Notice of Revisions to Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Proposed Cure Amounts, dated January 4, 2017

<u>Tab</u>	<u>Document</u>
G.	Exhibit “G” – Pre-Closing Reorganization Step Memorandum
3.	Draft Approval and Vesting Order
4.	Blackline to Model Approval and Vesting Order
5.	Draft Stay Extension Order

TAB 1

**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)

**NOTICE OF MOTION
(Returnable February 6, 2017)
(Re: Approval and Vesting Order, Pre-Closing Reorganization, Assignment of Agreements
and Stay Extension)**

Performance Sports Group Ltd. ("PSG"), Bauer Hockey Corp., Bauer Hockey Retail Corp., Bauer Performance Sports Uniform 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 Sport Inc., BPS US Holdings Inc., Easton Baseball/Softball Inc., Performance Lacrosse Group Inc., and PSG Innovation Inc. (collectively, the "**Applicants**" or the "**PSG Entities**"), will make a motion to a judge presiding over the Commercial List at 10:00 a.m. on February 6, 2017 at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING:

The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order (the “**Approval and Vesting Order**”) substantially in the form of the draft Order included at Tab 3 of the Applicants’ Motion Record:
 - (a) approving the asset purchase agreement (the “**Asset Purchase Agreement**”) among the Applicants and the successful bidder (the “**Successful Bidder**”) at the auction (the “**Auction**”), or if no other bids are received by the Bid Deadline (defined below), the Stalking Horse Agreement (defined below), and the sale transaction contemplated by such Asset Purchase Agreement;
 - (b) vesting all of the purchased assets under the Asset Purchase Agreement in the Successful Bidder free and clear of any security, claims, charges or other restrictions other than permitted encumbrances as specified in the Asset Purchase Agreement;
 - (c) authorizing the assignment and assumption of the rights and obligations of the Applicants under certain agreements specified in the proposed Approval and Vesting Order to and by the Successful Bidder; and
 - (d) approving the Pre-Closing Reorganization (defined below) and authorizing the Applicants to complete any steps and transactions necessary or desirable to consummate the Pre-Closing Reorganization;
2. An Order substantially in the form of the draft Order included at Tab 5 of the Applicants’ Motion Record extending the Stay Period (as that term is defined in the Initial Order) to May 1, 2017; and
3. Such further and other relief as this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Background

4. On October 31, 2016, the Applicants sought and obtained an Order (as amended and restated, the “**Initial Order**”) of this Court (the “**Canadian Court**”) providing creditor

protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") to facilitate a going-concern sale transaction for the benefit of the Applicants' stakeholders. On the same date, the PSG Entities also filed for creditor protection (the "**Chapter 11 Proceedings**") in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**" and together with the Canadian Court, the "**Courts**") under Chapter 11 of Title 11 of the U.S. Code;

5. Pursuant to the Initial Order, Ernst & Young Inc. was appointed as monitor (the "**Monitor**") of the Applicants in these CCAA proceedings (the "**CCAA Proceedings**" and together with the Chapter 11 Proceedings, the "**Restructuring Proceedings**");

6. On November 30, 2016, the Courts approved the Applicants' entering into a stalking horse asset purchase agreement (the "**Stalking Horse Agreement**") with 9938982 Canada Inc. (the "**Stalking Horse Purchaser**") and bidding procedures (the "**Bidding Procedures**") to govern the marketing process to occur during the Restructuring Proceedings (the "**Sales Process**");

The Sale Process

7. Immediately upon the commencement of the Restructuring Proceedings, the Applicants started the Sales Process with the assistance of their investment banker, Centerview Partners LLC ("**Centerview**"), and their other advisors;

8. Centerview contacted 133 potentially interested parties of which 38 executed non-disclosure agreements with the Applicants in order to begin due diligence and potentially develop a bid for the Applicants' assets and business. During the Sales Process, the Applicants received nine non-binding letters of intent;

9. The Sales Process is still in progress with Centerview, the Applicants' management team and the Applicants' other advisors continuing to facilitate due diligence and conduct discussions with parties that have submitted a letter of intent prior to the bid deadline of January 25, 2017 at 5:00 p.m. (the "**Bid Deadline**");

10. If the Applicants receive a qualified bid (other than the Stalking Horse Agreement) by the Bid Deadline, the Bidding Procedures provide that an Auction will be conducted to determine the Successful Bidder;

11. The Applicants and Centerview have conducted a broad canvass of the market for potential purchasers of the Applicants' assets and business. The universe of potential purchasers has been canvassed and, by the Bid Deadline, interested parties will have had a sufficient opportunity to evaluate the Applicants' business and develop bids for their assets and business;

12. If an Auction is required, it is scheduled to be held on January 30, 2017 at 10:00 a.m. The Auction will be conducted in accordance with the procedures set out in the Bidding Procedures;

13. The Auction will continue for additional rounds of bidding until the Applicants select the bid that is the highest or otherwise best offer for all or substantially all of their assets;

Assignment of Contracts

14. Pursuant to the Stalking Horse Agreement, the Stalking Horse Purchaser will assume certain contracts of the Applicants so designated by the Stalking Horse Purchaser and the Applicants expect that the Asset Purchase Agreement, if not the Stalking Horse Agreement, will also require the assignment of certain contracts to the Successful Bidder (the "**Assigned Contracts**");

15. As part of the process to assign the Assigned Contracts to the Stalking Horse Purchaser or an alternative purchaser, the Applicants delivered a notice (the "**Notice**") to the counterparties to potential Assigned Contracts on December 12, 2016. The Notice specified the cure costs payable to each counterparty to potential Assigned Contracts according to the Applicants' books and records;

16. Pursuant to the Notice, any counterparty to an Assigned Contract that disputes the cure cost amount specified in the Notice is required to file an objection by January 25, 2017 at 4:00 p.m.;

17. The Notice also specified that counterparties to contracts with Canadian Debtors were to confirm consent to the assignment to either of or both of the Stalking Horse Purchaser and an alternative purchaser;

18. On January 4, 2017, the Applicants filed a revised cure schedule with the U.S. Court and served a copy of the revised cure schedule on each counterparty of a potential Assigned Contract;

19. The Applicants, in consultation with the Monitor, will continue to act diligently to obtain any required consents of the Assigned Contracts prior to the sale hearing;

Pre-Closing Reorganization

20. Prior to closing the Sale Transaction and as contemplated by the Stalking Horse Agreement, the Applicants intend to complete a number of corporate restructuring transactions (collectively, the “**Pre-Closing Reorganization**”);

21. Completing the Pre-Closing Reorganization is expected to result in estimated tax savings up to CAD \$10 million or more depending on certain variables;

22. The Pre-Closing Reorganization also involves a number of transactions intended to eliminate any debts that would be owing amongst the Applicants and a non-applicant subsidiary acquired by the Successful Bidder under the Asset Purchase Agreement following closing of the Sale Transaction, allow for distributions to be made more directly to stakeholders as well as repatriate cash held in the PSG Entities’ non-applicant subsidiaries for distribution to the Applicants’ stakeholders, and minimize potential tax liability of the Applicants;

23. The Pre-Closing Reorganization is in the best interest of stakeholders generally and if the requested relief is granted by the Courts, it will not materially impact stakeholders, either individually or in the aggregate;

Stay Extension

24. The Monitor supports the extension of the Stay Period to May 1, 2017;

25. The Applicants have acted and continue to act in good faith and with due diligence and no creditor will suffer any material prejudice if the Stay Period is extended;

26. The stability provided by the stay of proceedings is critical to the Applicants in order to be able to continue their daily operations and restructuring efforts;

General

27. The provisions of the CCAA, including sections 11.02, 11.3 and 36 thereof, and the inherent and equitable jurisdiction of this Court;

28. Rules 1.05, 2.03, 3.02 and 37 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

29. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of Brian J. Fox sworn January 24, 2017 and the Exhibits attached thereto;

2. Supplementary Affidavit, to be filed by the Applicants;

3. The Sixth and Seventh Reports of the Monitor, to be filed; and

4. Such further and other materials as counsel may advise and this Court may permit.

January 24, 2017

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
e-mail: phoward@stikeman.com

Kathryn Esaw LSUC#: 58264F
Tel: (416) 869-6820

e-mail: kesaw@stikeman.com

Lee Nicholson LSUC#66412I

Tel: (416) 869-5604

Fax: (416) 947-0866

e-mail: leenicholson@stikeman.com

Lawyers for the Applicants

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

**NOTICE OF MOTION
(RETURABLE JANUARY 26, 2017)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
e-mail: phoward@stikeman.com

Kathryn Esaw LSUC#: 58264F
Tel: (416) 869-6820
e-mail: kesaw@stikeman.com

Lee Nicholson LSUC#66412I
Tel: (416) 869-5604
Fax: (416) 947-0866
e-mail: leenicholson@stikeman.com
Lawyers for the Applicants

TAB 2

**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 BRIAN J. FOX
(Sworn January 24, 2017)

I, BRIAN J. FOX, of the City of Port Washington, in the State of New York, MAKE
OATH AND SAY:

1. I am a Managing Director with Alvarez & Marsal North America LLC ("**A&M**") and the Court-appointed Chief Restructuring Officer in Canada of Performance Sports Group Ltd. ("**PSG**"), 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., and PSG Innovation Inc. (collectively, the "**Applicants**" or the "**PSG Entities**"). The Applicants incorporated in Canada are referred to herein collectively as the "**Canadian Debtors**."¹ The Applicants incorporated in the United States ("**U.S.**") are referred to herein as the "**U.S. Debtors**."²

¹ The Canadian Debtors are: Performance Sports Group Ltd., KBAU Holdings Canada, Inc., Bauer Hockey Retail Corp., Easton Baseball / Softball Corp., PSG Innovation Corp., Bauer Hockey Corp., BPS Canada

2. As a result of my engagement with the Applicants, I have knowledge of the Applicants' business, operations, properties and finances and as such have knowledge of the matters to which I hereinafter depose. I have also reviewed the books and records of the Applicants and have spoken with certain of the directors, officers, employees and/or advisors of the Applicants, including Centerview Partners LLC ("**Centerview**") and Deloitte LLP, as necessary and applicable, and where I have relied upon such information, I have set forth the source and believe such information to be true.

3. This affidavit is sworn in support of the Applicants' motion seeking:

- (a) an approval and vesting order (the "**Approval and Vesting Order**"), *inter alia*:
 - (i) approving the asset purchase agreement (the "**Asset Purchase Agreement**") among the Applicants and the successful bidder (the "**Successful Bidder**") at the auction (the "**Auction**"), or if no other bids are received by the Bid Deadline (defined below), the Stalking Horse Agreement (defined below), and the sale transaction contemplated by such Asset Purchase Agreement (the "**Sale Transaction**");
 - (ii) vesting all of the purchased assets under the Asset Purchase Agreement in the Successful Bidder free and clear of any security, claims, charges or other restrictions other than permitted encumbrances as specified in the Asset Purchase Agreement;
 - (iii) authorizing the assignment and assumption of the rights and obligations of the Applicants under certain agreements specified in the proposed Approval and Vesting Order to and by the Successful Bidder; and

Intermediate Corp., BPS Diamond Sports Corp., Bauer Performance Sports Uniforms Corp., and Performance Lacrosse Group Corp.

² The U.S. Debtors are: BPS US Holdings Inc., Bauer Hockey, Inc., Easton Baseball / Softball Inc., Bauer Hockey Retail Inc., Bauer Performance Sports Uniforms Inc., Performance Lacrosse Group Inc., BPS Diamond Sports Inc., and PSG Innovation Inc.

- (iv) approving the Pre-Closing Reorganization (defined below) and authorizing the Applicants to complete any steps and transactions necessary or desirable to consummate the Pre-Closing Reorganization; and

- (b) an order extending the Stay Period (defined below) to May 1, 2017.

A. Background

4. The PSG Entities design, develop, manufacture, market and sell performance sports equipment and accessories for ice hockey, roller hockey, lacrosse, baseball and softball, as well as related apparel.

5. On October 31, 2016, in response to a confluence of significant negative events affecting the Applicants' business and leading to a liquidity crisis, the Applicants sought and obtained an Order (as amended and restated, the "**Initial Order**") of this Court (the "**Canadian Court**") providing creditor protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") to facilitate a going-concern sale transaction for the benefit of the Applicants' stakeholders. On the same date, the Applicants also filed for creditor protection (the "**Chapter 11 Proceedings**") in the U.S. Bankruptcy Court for the District of Delaware (the "**U.S. Court**" and, together with the Canadian Court, the "**Courts**") under Chapter 11 of Title 11 of the U.S. Code (the "**U.S. Bankruptcy Code**"). A copy of the Initial Order (as amended and restated) is attached hereto as **Exhibit "A"**.

6. Pursuant to the Initial Order, Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") of the Applicants in these CCAA proceedings (the "**CCAA Proceedings**" and together with the Chapter 11 Proceedings, the "**Restructuring Proceedings**").

7. The Initial Order also approved two debtor-in-possession financing facilities: a \$200 million³ ABL DIP credit facility (the "**ABL DIP Facility**") provided by the PSG's pre-filing ABL lenders (the "**ABL DIP Lenders**") pursuant to the ABL Superpriority Debtor-In-

³ All currency amounts in this affidavit are denominated in U.S. dollars unless otherwise noted.

Possession Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “**ABL DIP Agreement**”) and a \$361.3 million term loan DIP credit facility (the “**Term Loan DIP Facility**”) provided by the Stalking Horse Purchaser (defined below) pursuant to the Term Loan Superpriority Debtor-In-Possession Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “**Term Loan DIP Credit Agreement**” and together with the ABL DIP Agreement, the “**DIP Credit Agreements**”) to refinance PSG’s pre-filing term loan credit facility and provide incremental liquidity. As of January 23, 2017, the Applicants have drawn approximately \$97.2 million under the ABL DIP Facility and \$335.6 million under the Term Loan DIP Facility. In addition to the ABL DIP Facility and Term Loan DIP Facility, \$27.4 million remains outstanding under the Applicants’ prepetition ABL facility which has been and will continue to be paid down in the ordinary course throughout these Restructuring Proceedings.

8. An essential component of the Applicants’ restructuring is the going concern sale of substantially all of their assets following a comprehensive marketing process (the “**Sales Process**”). To that end, the Applicants negotiated a stalking horse asset purchase agreement dated October 31, 2016 (the “**Stalking Horse Agreement**”) for the sale of substantially all of the Applicants’ assets to 9938982 Canada Inc. (the “**Stalking Horse Purchaser**”), an acquisition vehicle co-owned by affiliates of Sagard Capital Partners, L.P. and Fairfax Financial Holdings Limited. The Stalking Horse Agreement sets the minimum bid in the Sales Process which the Applicants are currently undertaking. Under the Stalking Horse Agreement, the Stalking Horse Purchaser agreed to, among other things, (a) assume certain liabilities of the Applicants; and (b) pay the Applicants \$575 million, subject to certain adjustments. The Applicants believe that the Stalking Horse Agreement set an excellent starting point for the Sales Process and offers substantial value for the Applicants’ stakeholders. Additionally, through the Sales Process, the Applicants will have determined if there are any superior alternative transactions available to them before the sale hearing (the “**Sale Hearing**”) which is scheduled to occur on February 6, 2017 at 10:00 a.m.

9. On November 30, 2016, the Canadian Court and the U.S. Court approved the Sales Process to be implemented through these Restructuring Proceedings, including bidding

procedures governing the Sales Process (the “**Bidding Procedures**”). A copy of the Order of the Canadian Court dated November 30, 2016 approving the Sales Process and Bidding Procedures is attached hereto as **Exhibit “B”** and a copy of the Stalking Horse Agreement is attached hereto as **Exhibit “C”**.

10. Prior to their approval, the Bidding Procedures were subject to arm’s length negotiations between the Applicants and various stakeholders, including the Stalking Horse Purchaser, the Official Committee of Unsecured Creditors (the “**UCC**”), the Official Committee of Equity Security Holders (the “**Equity Committee**”), and in consultation with each of the Office of the United States Trustee for the District of Delaware and the Monitor. The negotiations resulted in a three week extension to the originally contemplated bid deadline, Auction and the Sale Hearing, to among other things, facilitate a more robust marketing process.

B. The Sales Process

11. Immediately upon the commencement of the Restructuring Proceedings, the Applicants started the Sales Process with the assistance of their investment banker, Centerview, and their other advisors. Centerview identified and actively solicited potentially interested parties to participate in the Sales Process. Over the course of this process, Centerview contacted 133 potentially interested parties, including 28 strategic parties and 105 financial parties. Following the initial solicitation, 38 interested parties executed non-disclosure agreements with the Applicants in order to begin due diligence and potentially develop a bid for the Applicants’ assets and business.

12. I understand from Marc Puntus of Centerview that the Monitor and financial advisors to various stakeholders, including the UCC and Equity Committee, reviewed the list of potentially interested parties and were invited to provide Centerview with the names of additional potentially interested parties who had not previously been contacted. I am further advised that Centerview contacted all appropriate parties whose names were provided by the Monitor or the advisors of stakeholders.

13. The Bidding Procedures also required the Applicants to consult with the Monitor, the UCC, the Equity Committee, the ABL DIP Lenders (collectively, the “**Consultation**

Parties”) and each of their respective counsel and advisors generally during the Sales Process, and on specific items detailed in the Stalking Horse Agreement. Pursuant to the Bidding Procedures, the Applicants have engaged with the Consultation Parties throughout the Sales Process when appropriate, including delivering regular updates on the status of the Sales Process to the Consultation Parties and their respective advisors.

14. After potentially interested parties each executed a non-disclosure agreement with the Applicants, they were able to begin due diligence on the Applicants’ business. To facilitate due diligence, interested parties were given a confidential information memorandum containing significant information of the Applicants’ various business lines, access to the data-room set up by the Applicants and Centerview, along with the Applicants’ management team, responded to various inquires of interested parties.

15. During the Sales Process, the Applicants received nine non-binding letters of intent. Interested parties that submitted letters of intent were permitted to conduct meetings with the Applicants’ management team, if requested.

16. The Monitor oversaw the due diligence process and attended management meetings that were organized with the interested bidders who submitted a letter of intent and requested meetings.

17. The Sales Process is still in progress with Centerview, the Applicants’ management team and the Applicants’ other advisors continuing to facilitate due diligence and conduct discussions with parties that have submitted a letter of intent prior to the bid deadline of January 25, 2017 at 5:00 p.m. (the “**Bid Deadline**”). Pursuant to the Bidding Procedures, the Applicants will accept bids until that date and time.

18. If the Applicants receive a qualified bid (other than the Stalking Horse Agreement) by the Bid Deadline, the Bidding Procedures provide that an Auction will be conducted to determine the Successful Bidder.

19. To date, through the Sales Process, the Applicants and Centerview have conducted a broad canvass of the market for potential purchasers of the Applicants’ assets and business. The Applicants believe, in their business judgment, that the universe of potential purchasers has been canvassed and, by the Bid Deadline, interested parties will have had a sufficient

opportunity to evaluate the Applicants' business and develop bids for their assets and business.

C. The Auction

20. If an Auction is required, it is scheduled to be held on January 30, 2017 at 10:00 a.m. at the New York office of Paul, Weiss, Rifkind, Wharton & Garrison LLP, U.S. counsel to the Applicants. Following the Auction (or Bid Deadline if an Auction is not necessary), the Applicants expect to file supplementary materials in respect of this motion to identify the Successful Bidder to the Court and other stakeholders and provide details regarding the Asset Purchase Agreement.

21. The following provides a summary of the procedures that will be used in conducting the Auction pursuant to the Bidding Procedures:⁴

- (a) **Participation**: Only the Applicants, the Consultation Parties, the Stalking Horse Purchaser and any other Qualified Bidder, in each case, along with their representatives and counsel, may attend the Auction (such attendance to be in person) and only the Stalking Horse Purchaser and such other Qualified Bidders will be entitled to make any Bids at the Auction; provided, however, that any other creditor may attend (but not participate in) the Auction if it provides the Applicants written notice of its intention to attend the Auction on or before the Bid Deadline.
- (b) **Conduct of the Auction**: The Applicants and their advisors will direct and preside over the Auction and, unless otherwise set forth in the Bidding Procedures, the Applicants (in consultation with the Consultation Parties) may conduct the Auction in the manner they reasonably determine will result in the highest or other best Qualified Bids. Prior to the Auction, the Applicants will provide each Qualified Bidder participating in the Auction with a copy of the Modified Asset Purchase Agreement that is the highest or otherwise best Qualified Bid as determined by the Applicants.

⁴ Capitalized terms in this paragraph not otherwise defined in this affidavit have the meanings ascribed to them in the Bidding Procedures.

- (c) **Terms of Overbids:** To submit an Overbid for purposes of this Auction, a Bidder must comply with the following conditions:
- (i) *Minimum Overbid Increments:* Any Overbid for all or substantially all of the Acquired Assets or a Permitted Asset Group after and above the Auction Baseline Bid shall be made in increments valued at not less than \$1 million (or such other amount as shall be announced at the Auction) in cash or in cash equivalents, or other forms of consideration acceptable to the Applicants.
 - (ii) *Credit Bidding:* Holders of DIP Lien Claims shall be entitled to submit Overbids in cash, cash equivalents or other forms of consideration, as described above, or additional credit bid amounts up to the aggregate amount of any outstanding obligations under the DIP Credit Agreements (including any accrued but unpaid prepetition interest) to the extent permitted by applicable law, provided that only the Stalking Horse Purchaser may credit bid the amount of the Bid Protections.
 - (iii) *Remaining Terms Are the Same as for Qualified Bids:* Except as modified in the Bidding Procedures, an Overbid at the Auction must comply with the conditions for a Qualified Bid. Any Overbid must include, in addition to the amount and the form of consideration of the Overbid, a description of all changes requested by the Bidder to the Stalking Horse Agreement or Modified Asset Purchase Agreement, as the case may be, in connection therewith. Any Overbid must remain open and binding on the Bidder as provided by the Bidding Procedures.
 - (iv) *Non-cash Consideration:* An Overbid may include cash and non-cash consideration, which forms of consideration shall be valued by the Applicants, in consultation with the Consultation Parties; provided, however, that the cash portion of such Bid must suffice to repay in full all obligations under the Applicants' debtor-in-possession

financing facilities, administrative and priority claims, and prepetition secured claims outstanding at the closing of the Sale.

- (d) **Announcement of Overbids:** The Applicants shall announce at the Auction the material terms of each Overbid, the total amount of consideration and form offered in each such Overbid, and the basis for calculating the value of such total consideration. The Applicants shall also provide all terms of each Overbid, including non-economic terms, to the Consultation Parties.
- (e) **Consideration of Overbids:** Subject to the deadlines set forth in the Bidding Procedures, the Applicants reserve the right, in their reasonable business judgment, to make one or more continuances of the Auction to, among other things: facilitate discussions between the Applicants and individual Qualified Bidders; allow individual Qualified Bidders to consider how they wish to proceed; or give Qualified Bidders the opportunity to provide the Applicants with such additional evidence as the Applicants in their reasonable business judgment may require, that the Qualified Bidder has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed Alternate Transaction at the prevailing Overbid amount. When comparing Overbids to the Qualified Bid made by the Stalking Horse Purchaser, the Applicants shall treat the credit bid (including any Overbid) made by the Stalking Horse Purchaser as being made in cash or in cash equivalents.

22. The Auction will continue for additional rounds of bidding until the Applicants select the bid that is the highest or otherwise best offer for all or substantially all of their assets. The Auction also shall not close until the Successful Bidder submits fully executed sale and transaction documents memorializing the terms of its successful bid, which shall form the Asset Purchase Agreement that the Applicants will seek approval of at the Sale Hearing.

D. Assigned Contracts

23. Pursuant to the Stalking Horse Agreement, the Stalking Horse Purchaser will assume certain contracts of the Applicants so designated by the Stalking Horse Purchaser and the Applicants expect that the Asset Purchase Agreement, if not the Stalking Horse Agreement, will also require the assignment of certain contracts to the Successful Bidder (the “**Assigned Contracts**”). The Stalking Horse Purchaser has the right to notify the Applicants of any contract it does not intend to assume up to one business day prior to the closing date and also had the right to designate a contract of the Applicants as an Assigned Contract up to 10 business days prior to the Sale Hearing (being January 23, 2017).

24. The Stalking Horse Purchaser’s obligation to close the transaction under the Stalking Horse Agreement is subject to, among other things, a condition that the Courts shall have approved and authorized the assignment and assumption of all Assigned Contracts, except any such contracts the failure of which to have assumed and assigned would not, individually or in the aggregate, materially and adversely affect the operation of the Applicants’ business.

25. Pursuant to the Bidding Procedures, a qualified bidder is also required to identify the contracts and unexpired leases of which such bidder will seek assignment from the Applicants.

26. Under the Stalking Horse Agreement, the Applicants were required to (i) provide notice of the Restructuring Proceedings to counterparties of contracts or leases to which the Applicants are a party; and (ii) use commercially reasonable efforts to obtain the required consents to permit the assignment of the Assigned Contracts to the Stalking Horse Purchaser. As part of the process to assign the Assigned Contracts to the Stalking Horse Purchaser or an alternative purchaser, the Applicants delivered a notice (the “**Notice**”) to the counterparties to potential Assigned Contracts on December 12, 2016. A copy of the Notice is attached hereto as **Exhibit “D”**. The Notice was approved by order of the U.S. Court on November 30, 2016, a copy of which is attached hereto as **Exhibit “E”**.

27. The Notice specified the cure costs payable to each counterparty to potential Assigned Contracts according to the Applicants’ books and records (the “**Cure Schedule**”). Pursuant to the Notice, any counterparty to an Assigned Contract that disputes the cure cost

amount specified in the Notice is required to file an objection by January 25, 2017 at 4:00 p.m. (the “**Contract Objection Deadline**”). Counterparties to Assigned Contracts with the U.S. Debtors (the “**U.S. Contracts**”) are to file their objections with the U.S. Court and counterparties to Assigned Contracts with the Canadian Debtors (the “**Canadian Contracts**”) are to file their objections with the Canadian Court. While objecting parties are to file their objections with one court, it is the intention of the Applicants that objections will be heard by both courts by way of a joint hearing.

28. The Notice also specified that counterparties to Canadian Contracts were to confirm consent to the assignment to their Canadian Contract to either of or both of the Stalking Horse Purchaser and an alternative purchaser. Consents are to be returned to the Monitor by January 25, 2017. If consent to assignment is not provided by certain counterparties, the Applicants will seek approval of the assignment of all such contracts from the Courts at the Sale Hearing. The proposed Approval and Vesting Order currently includes relief related to the assignment of the proposed Assigned Contracts (including any assignment as relates to the Pre-Closing Reorganization) and the Applicants expect to update the list of Assigned Contracts specified therein prior to the Sale Hearing.

29. In accordance with the U.S. Bankruptcy Code, the Applicants will seek an order from the U.S. Court ordering that a counterparty is deemed to have consented to the assignment of its U.S. Contract unless the counterparty files an objection by the applicable objection deadline.

30. On January 4, 2017, the Applicants filed a revised Cure Schedule with the U.S. Court and served a copy of the revised Cure Schedule on each counterparty of a potential Assigned Contract. A copy of the notice to counterparties and the revised Cure Schedule is attached hereto as **Exhibit “F”**.

31. The Applicants, in consultation with the Monitor, intend to continue acting diligently to obtain any required consents of the Assigned Contracts prior to the Sale Hearing.

E. Pre-Closing Reorganization

32. Prior to closing the Sale Transaction and as contemplated by the Stalking Horse Agreement, the Applicants intend to complete a number of corporate restructuring transactions (collectively, the “**Pre-Closing Reorganization**”). I am advised by counsel to the Applicants and tax advisors to the Applicants that the Pre-Closing Reorganization has two primary objectives:

- (a) first, by consolidating the tax attributes of the Canadian Sellers through an amalgamation, it will allow for the minimization of corporate taxes payable by the Applicants on account of completing the Sale Transaction. Completing the Pre-Closing Reorganization is expected to result in estimated tax savings from the amalgamation of the Canadian Debtors in the range of up to CAD \$10 million or more, depending on the amount of the sales proceeds realized by the Applicants, the ultimate agreed allocation of the sale proceeds between Canadian Debtors and U.S. Debtors and the magnitude of any stub period losses of the Canadian Debtors. The tax savings are expected to maximize the value of proceeds available for distribution to the Applicants’ stakeholders following the Sale Transaction by minimizing the Applicants’ tax liabilities resulting from the sale; and
- (b) second, the Pre-Closing Reorganization will satisfy intercompany receivables and also unwind an intercompany financing structure which will no longer provide any benefits to the Applicants following the sale of their business and assets. The transactions are intended to eliminate any debts that would be owing amongst the Applicants and a non-applicant subsidiary acquired by the Successful Bidder (an “**Acquired Entity**”) under the Asset Purchase Agreement following closing of the Sale Transaction, allow for distributions to be made more directly to stakeholders as well as repatriate cash held in the PSG Entities’ non-applicant subsidiaries for distribution to the Applicants’ stakeholders, and minimize potential tax liability of the Applicants.

33. The Pre-Closing Reorganization is contemplated in section 5.18 of the Stalking Horse Agreement, although the steps contemplated therein have been modified to reflect the steps

set out below. If the Stalking Horse Agreement is the successful Asset Purchase Agreement, written consent of the Stalking Horse Purchaser, which shall not be unreasonably withheld, delayed or conditioned, is required to implement any change that (a) involves Acquired Entities (as that term is defined in the Stalking Horse Agreement), or (b) results in a material risk of an unreimbursed cost or Liability (as that term is defined in the Stalking Horse Agreement) to the Stalking Horse Purchaser.

34. In the event the Successful Bidder is not the Stalking Horse Purchaser, the Applicants expect it will still be necessary to complete a Pre-Closing Reorganization in compliance with the successful Asset Purchase Agreement in order to maximize recoveries for their stakeholders, rationalize their intercompany structure and repatriate cash from European subsidiaries to be distributed to the Applicants' stakeholders.

35. Overall, the Pre-Closing Reorganization realigns the Applicants' corporate structure and rationalizes certain intercompany debt, primarily between the Applicants and their European subsidiaries. My understanding is that the Pre-Closing Reorganization will be achieved through three major actions, which are described in greater detail below:

- (a) first, a realignment of PSG's Canadian corporate structure to consolidate the tax attributes of the Canadian Debtors and minimize the possibility of any corporate tax being payable as a result of the Sale Transaction (the "**Canada Realignment**");
- (b) second, the elimination of intercompany balances between the Applicants and non-applicant entities within the PSG corporate group to minimize or eliminate amounts owing among those entities post-closing and avoid any debt owing by the Applicants to an Acquired Entity (the "**Intercompany Loan Clean-Up**"); and
- (c) third, the elimination of an intercompany financing structure that is no longer needed in order to avoid any negative tax implications from the change in structure resulting from the Sale Transaction, to facilitate the future flow of sale proceeds directly from the US to Canada, and to effect the

repatriation of assets remaining in European subsidiaries that are not being sold as part of the Sale Transaction (the “**Luxco Unwind**”).

36. The Pre-Closing Reorganization is set out in more detail in the presentation prepared by the Applicants’ tax professionals and which is attached hereto as **Exhibit “G”**. My understanding of the contemplated steps in Canada and the U.S. to complete the Pre-Closing Reorganization, which is based on discussions with counsel to the Applicants and tax advisors to the Applicants, is summarized below:

- (a) Under the Canada Realignment:
 - (i) all of the Canadian Debtors will continue as corporations under the British Columbia *Business Corporations Act*, SBC 2002, c 57 (the “**BCBCA**”), except for PSG which is currently incorporated under the BCBCA. The other Canadian Debtors are currently incorporated under the *Canada Business Corporations Act*, RSC 1985, c C-44; and
 - (ii) the Canadian Debtors will amalgamate by way of a short-form vertical amalgamation under the BCBCA (the amalgamated company being, “**Canada Amalco**”) which will occur at least two business days prior to the closing of the Sale Transaction;⁵
- (b) Under the Intercompany Loan Clean Up, various intercompany balances will be rationalized through a combination of set-offs, distributions, repayments and transfers, including:
 - (i) Canada Amalco will assume a payable in the amount of approximately \$1,200,974 (the “**GmbH Note**”) that Jacmal BV, a European subsidiary incorporated under the laws of the Netherlands, owes Bauer Hockey GmbH, a European subsidiary incorporated under the laws of Germany, in partial satisfaction of a loan payable to Jacmal BV from Canada Amalco (currently owing from Bauer Hockey

⁵ While the Applicants currently intend to amalgamate all of the Canadian entities, the analysis regarding this step is ongoing and ultimately fewer entities may be amalgamated to achieve the tax objective. The Applicants will update the court of any further developments.

Corp.). Subsequently, the GmbH Note will be set off against an approximate \$716,542 receivable owing by Bauer Hockey GmbH to Canada Amalco (currently owing to Bauer Hockey Corp.) with the remaining amount owing by Canada Amalco being set off against the amount owing by Bauer Hockey GmbH in respect of a dividend declared by Bauer Hockey GmbH to Canada Amalco;

- (ii) Canada Amalco will contribute its approximately \$12,914 loan receivable from Performance Sports Group Hong Kong Ltd. to the capital of the Performance Sports Group Hong Kong Ltd, extinguishing the amount owing;
- (iii) Bauer CR spol s.r.o., a European subsidiary incorporated under the laws of the Czech Republic, will assign a note receivable of approximately \$6,412,181 owing to it by Canada Amalco (currently owing to Bauer Hockey Corp.) to Jacmal BV in exchange for a receivable owed to Bauer CR spol s.r.o. from Jacmal BV in the same amount. Bauer CR spol s.r.o. will subsequently declare a dividend to Jacmal BV in the same amount and the receivable owed to Bauer CR spol s.r.o. will be set off. Jacmal BV will subsequently waive any accrued interest owed on its notes receivable;
- (iv) Jacmal BV will declare a dividend to Canada Amalco for the total amount owed to it by Canada Amalco (currently owed by Bauer Hockey Corp.), which at the time will be approximately \$14,730,447, and the amount owing to Canada Amalco in respect of such dividend will be set off against the amount owing by Canada Amalco to Jacmal BV; and
- (v) Bauer Hockey AB, a European subsidiary incorporated under the laws of Sweden, will declare a dividend to Canada Amalco of approximately \$70,061, and the amount owing in respect of that dividend will be subsequently set off against the same amount owing

by Canada Amalco (currently owing by Bauer Hockey Corp.) to Bauer Hockey AB.

- (c) Under the Luxco Unwind, an intercompany financing structure among the Applicants and the Applicants' European subsidiaries will be unwound through a combination of distributions, repayments and transfers, including the following:
 - (i) BPS Luxembourg S.a.r.l., a European subsidiary incorporated under the laws of Luxembourg, owes Canada Amalco (currently owing to Bauer Hockey Corp.) \$247,000,000 which will be repaid by transferring \$247,000,000 worth of a \$250,000,000 receivable owed to it by BPS US Holdings Inc (the "**BPS Note**"). BPS Luxembourg S.a.r.l. will distribute the remaining amount owing under the BPS Note to Canada Amalco by way of a return of capital;
 - (ii) BPS Luxembourg S.a.r.l. will declare a dividend in kind in the approximate amount of a \$420,626 to Canada Amalco which will be set off against the same amount owing from Canada Amalco to BPS Luxembourg S.a.r.l. (currently owing from Bauer Hockey Corp.); and
 - (iii) BPS Luxembourg S.a.r.l. will declare and pay a dividend, partially as a payment in kind and partially in cash, to Canada Amalco equal to its remaining assets (including accrued interest owing pursuant to the BPS Note), less liabilities and EUR13,000. BPS Luxembourg will subsequently be dissolved and EUR13,000 will be distributed to Canada Amalco.
- (d) Lastly, if any amounts owing by an Applicant to an Acquired Entity, or by an Acquired Entity to an Applicant, cannot be settled either in the manner described above or through additional Pre-Closing Reorganization steps, then such amounts will be settled for no consideration prior to closing.

37. To ensure that the Pre-Closing Reorganization does not adversely affect the recoveries of any individual creditor or equity holder resulting in material prejudice, in the event (a) creditors are not paid in full from proceeds realized by the Sale Transaction, or (b) there is a dispute regarding the impact of the Pre-Closing Reorganization on stakeholder recoveries, the Applicants will preserve the ability to distribute proceeds under the Applicants' corporate structure as it existed prior to the completion of the Pre-Closing Reorganization, including its intercompany notes as they existed as of the date of the Initial Order and in accordance with the Applicants' cash management system as approved by the Courts.

38. Accordingly, in the event it proves necessary to do so, the Applicants will be able to distribute the proceeds realized by the Sale Transaction to stakeholders as if the Pre-Closing Reorganization had not occurred. Accordingly, stakeholders will be positioned to realize receive not less than they would have received absent the Pre-Closing Reorganization, and thus will not be materially impacted by the proposed transactions. To the contrary, the minimization of the Applicants' tax liabilities, through the Pre-Closing Reorganization, maximizes distributable value for all stakeholders. As a result, the Applicants believe that the benefits of the amalgamation will be greater than any potential dilution of stakeholder dilution from the amalgamation, if any.

39. In order to facilitate a distribution under the current corporate structure should that prove necessary, the Applicants will have access to their accounting entries and related systems, including all open balances and intercompany notes and payables as they exist immediately prior to the Pre-Closing Reorganization. After the final purchase price allocation has been determined, the Applicants will be able to generate distribution models based on the Applicants' existing and proposed corporate structure to replicate distributions to stakeholders as if the Pre-Closing Reorganization had not occurred.

40. Though the Applicants are requesting specific relief to protect creditors and equity holders from prejudice, based on analyses performed by the Applicants and their advisors, the Applicants do not believe that the Pre-Closing Reorganization will adversely affect stakeholders. The tax savings are expected to be up to CAD \$10 million or more (depending on the outcome of certain variables), and such savings maximize the proceeds available for

distribution to the Applicants' stakeholders and therefore, benefit creditors and equity holders generally.

41. In summary, the Applicants believe the Pre-Closing Reorganization is in the best interest of stakeholders generally and if the requested relief is granted by the Courts, it will not materially impact stakeholders, either individually or in the aggregate.

42. The Applicants have discussed the Pre-Closing Reorganization, including the specific transactions and steps that are contemplated to complete the Pre-Closing Reorganization, with the Monitor, the Stalking Horse Purchaser, the ABL DIP Lenders, the UCC and the Equity Committee. The Monitor has also reviewed the Applicants' analysis regarding the potential tax savings as result of the Pre-Closing Reorganization and analysis regarding the impact of the potential impact of the Pre-Closing Reorganization on creditors.

F. Stay Extension

43. The Initial Order granted a stay of proceedings up to and including November 30, 2016 (the "**Stay Period**"). The Stay Period was extended once to February 28, 2017. The Applicants are seeking to extend the Stay Period to May 1, 2017.

44. Following closing of the Sale Transaction and during the Stay Period, the Applicants intend to:

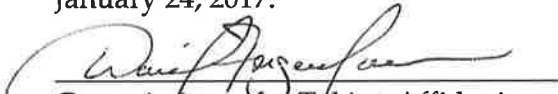
- (a) Address any post-closing matters ancillary to the Sale Transaction;
- (b) Review the proofs of claims submitted pursuant to an order of the Canadian Court dated December 19, 2016 and develop a claims process to quantify the claims against the Applicants;
- (c) Advance the distribution of proceeds arising from the Sale Transaction to stakeholders; and
- (d) Address any other issues as they arise in the Restructuring Proceedings.

45. It is my understanding that the Monitor will be filing a report in support of the extension of the Stay Period to May 1, 2017.

46. The extension of the Stay Period through to May 1, 2017 will allow the Applicants to advance the Restructuring Proceedings by pursuing the initiatives outlined above in an effort to maximize recoveries to stakeholders. Extending the Stay Period will provide the stability necessary for the Applicants to continue the Restructuring Proceedings in an orderly and efficient manner.

47. The Applicants have acted and continue to act in good faith and with due diligence. I do not believe that any creditor will suffer any material prejudice if the Stay Period is extended to May 1, 2017.

SWORN BEFORE ME at the City of
New York, State of New York, on
January 24, 2017.


Commissioner for Taking Affidavits

Daniel Feigenbaum
Notary Public State of New York
02FE6203476
Qualified in Nassau County
Commission Expires 04/08/2013

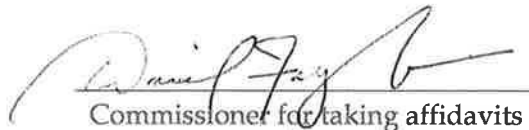

BRIAN J. FOX

EXHIBIT “A”

Exhibit "A" to the Affidavit

Of Brian J. Fox, sworn

January 24, 2017


Commissioner for taking affidavits

Daniel Feigenbaum
Notary Public State of New York
02FE6203476
Qualified in Nassau County
Commission Expires 04/08/2017



ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

) MONDAY, THE 31ST

JUSTICE NEWBOULD

) DAY OF OCTOBER, 2016
)



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)

SECOND AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Mark Vendetti sworn October 31, 2016 (the "Vendetti Affidavit") and the Exhibits thereto, the affidavit of Brian J. Fox sworn November 13, 2016 and the Exhibits thereto, the affidavit of Brian J. Fox sworn November 21, 2016, the prefiling report of Ernst & Young Inc. ("EY") in its capacity as proposed monitor (the "Monitor") to the Applicants dated October 31, 2016, and the

first report of the Monitor dated November 28, 2016 and on hearing the submissions of counsel for the Applicants, the Monitor, the ABL DIP Lenders (as defined below), Sagard Capital Ltd. ("**Sagard**"), Fairfax Financial Holdings Limited ("**Fairfax**"), the ad hoc committee of certain Pre-Filing Term Lenders (as defined below) (the "**Ad Hoc Committee of Pre-Filing Term Lenders**"), the directors of Performance Sports Group Ltd. ("**PSG**"), the Official Committee of Unsecured Creditors (the "**UCC**"), the ad hoc committee of certain equityholders of PSG (the "**Ad Hoc Committee of Equityholders**"), Q30 Sports, LLC and Q30 Sports Science, LLC and MIPS AB, no one appearing for any other party although duly served as appears from the affidavits of service, filed, and on reading the consent of EY to act as the Monitor:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof (the

"Property"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Vendetti Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as defined below) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that, subject to the terms of the ABL DIP Agreement (as defined below) and the Term Loan DIP Credit Agreement (as defined below) and the Budget (as defined in the ABL DIP Agreement), the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges;
- (c) amounts owing for goods and services actually supplied to the Applicants, or to obtain the release of goods contracted for prior to the date of this Order:
 - (i) by common carriers, dedicated carriers, freight-forwarders, ocean and lake carriers, parcel carriers, consolidators, brokers and customs agents, with the prior consent of the Monitor for any amounts in excess of \$5,000 per transaction, if, in the opinion of the Applicants, it is necessary to prevent the possibility of possessory liens being asserted against any raw materials or finished products ("**Merchandise**") and to continue their business uninterrupted;
 - (ii) by third-party warehousers, distributors and logistics providers, based at various locations, with the prior consent of the Monitor for any amounts in excess of \$5,000, if, in the opinion of the Applicants, it is necessary to prevent the possibility of possessory liens being asserted against any Merchandise and to continue their business uninterrupted;
 - (iii) by third parties such as contractors, builders, and repairers, who may potentially assert liens under applicable law against the Applicants, with the prior consent of the Monitor and in the aggregate maximum amount of USD \$4,000,000, if, in the opinion of the Applicants, it is necessary to prevent the possibility of liens, whether possessory or non-possessory,

being asserted against any Property and to continue their business uninterrupted;

- (iv) by non-United States or Canadian suppliers from which the Applicants source their manufacturing operations who the Applicants have determined to be critical to the continued operations of their business, with the prior consent of the Monitor for any amounts in excess of \$10,000;
 - (v) with the prior consent of the Monitor for amounts in excess of \$5,000, by any suppliers who delivered goods to the U.S. PSG Entities (as defined in the Vendetti Affidavit) in the twenty days before their filing date in the United States, provided that such suppliers are entitled to be paid pursuant to section 503(9) of Chapter 11 of Title 11 of the United States Code ("**U.S. Code**");
 - (vi) by any other suppliers, with the prior consent of the Monitor for any amounts in excess of \$10,000, if, in the opinion of the Applicants, the supplier is critical to the business and ongoing operations of the Applicants;
- (d) any amounts owing in connection with the Applicants' customer programs, which include gift cards, loyalty programs, discounts, warranties allowing refunds and exchanges, and other offers or accommodations the Applicants, in their business judgment, provide to their wholesale customers and/or directly to retail customers;
 - (e) any province, state or federal taxes or fees up to an individual amount of \$1,000 and up to \$15,000 in the aggregate; and
 - (f) amounts owing to employees or former employees of the Applicants on account of termination or severance obligations in connection with the termination of such employees' employment with Applicants, up to the amount of USD \$12,850.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sale Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of

municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. **THIS COURT ORDERS** that until a real property lease in respect of property located in Canada is disclaimed or resiliated in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, in accordance with the terms of the lease, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date, provided however that the Applicants are hereby authorized and directed to make: (i) all such payments under the ABL DIP Agreement (as defined below), including amounts under the pre-filing asset-based revolving credit facility and interest thereon; and (ii) all payments authorized under the Term Loan DIP Credit Agreement (as defined below), including the payments necessary to complete the Refinancing (as defined in the Term Loan DIP Credit Agreement) and (iii) all payments of interest (at the applicable default rate), fees, costs, expenses (including professional advisor fees and expenses) indemnities and other amounts owing under the term loan credit agreement dated April 15, 2014 (as amended, restated and otherwise modified, the

"Term Loan Agreement") between PSG, as borrower, and a syndicate of lenders, as lenders, (the **"Pre-Filing Term Lenders"**); provided that the lenders (**"Pre-Filing ABL Lenders"**) under the Applicants' revolving ABL credit facility dated as of April 15, 2014 (the **"Pre-Filing ABL Facility"**) shall be entitled to apply receipts and deposits (not including any deposits on account of any advances made under any DIP facility) made to the Applicants' bank accounts against the indebtedness of the Applicants pursuant to their pre-filing ABL credit agreement, whether such indebtedness arose before or after the date of this Order;

- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property other than as may be contemplated by the U.S. Court (as defined below) in respect of the Applicants' proceedings under Chapter 11 of the U.S. Code; and
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the ABL DIP Definitive Documents or Term Loan DIP Definitive Documents (as defined below), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) terminate the employment of such of their employees or temporarily lay off such of its employees as it deems appropriate; and

- (c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises in Canada at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the Canadian leased premises to observe such removal and, if the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaim or resiliate the lease governing such Canadian leased premises in accordance with Section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such

landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including November 30, 2016, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**" and collectively "**Proceedings**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of

this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of USD \$7.5 million, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 57 and 60 herein.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or

claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPROVAL OF ENGAGEMENT OF CHIEF RESTRUCTURING OFFICER

23. **THIS COURT ORDERS** that the agreement dated as of October 24, 2016 (the "CRO Engagement Letter") pursuant to which the Applicants have engaged the services of Brian J. Fox to act as the chief restructuring officer of the Applicants (the "CRO"), is hereby approved as of the date of the CRO Engagement Letter, including, without limitation, the payment of fees and expenses contemplated thereby, and the Applicants are authorized to continue the engagement of the CRO on the terms set out in the CRO Engagement Letter.

24. **THIS COURT ORDERS** that the CRO shall be entitled to the benefit of the Administration Charge (as defined below) in respect of any obligations of the Applicants under the CRO Engagement Letter, whether for payment of compensation, fees, expenses, indemnities or otherwise.

25. **THIS COURT ORDERS** that any claims of the CRO under the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the *Bankruptcy and Insolvency Act* of Canada (the "BIA") in respect of the Applicants.

26. **THIS COURT ORDERS** that the CRO shall incur no liability or obligations as a result of its engagement or the carrying out of its mandate under the CRO Engagement Letter, save and except for gross negligence or willful misconduct on its part.

APPROVAL OF CLAIMS AND NOTICING AGENT

27. **THIS COURT ORDERS** that the agreement dated as of September 29, 2016 (the "**Prime Clerk Engagement Letter**"), pursuant to which the Applicants have engaged Prime Clerk LLC to act claims and noticing agent in the United States (the "**Claims and Noticing Agent**") is hereby approved as of the date of the Prime Clerk Engagement Letter, including without limitation, the payment of fees and expenses contemplated thereby, and the Applicants are authorized to continue the engagement of the Claims and Noticing Agent on the terms set out in the Prime Clerk Engagement Letter.

BID PROTECTION CHARGE

28. **THIS COURT ORDERS** that 9938982 Canada Inc. shall be entitled to the benefits of and are hereby granted a charge on the Property for the Break Fee and the expense reimbursement payable under the Stalking Horse Agreement as those terms are defined and referred to in paragraph 161 of the Vendetti Affidavit (the "**Bid Protection Charge**"), which charge shall not exceed USD \$20.75 million in respect of all the Property. The Bid Protection Charge shall have the priority set out in paragraphs 57 and 60 herein.

ABL ESCROW

29. **THIS COURT ORDERS** that the Applicants shall pay to the Pre-Filing ABL Lenders the sum of USD \$250,000 to be held in segregated account to secure contingent indemnification obligations arising under or related to the Pre-Filing ABL Facility (the "**ABL Escrow**"), which shall be released to the Applicants promptly following the expiration of the Challenge Period (as that term is defined in paragraph 53 herein).

APPOINTMENT OF MONITOR

30. **THIS COURT ORDERS** that EY is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the

Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

31. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the ABL DIP Lenders, the Term Loan DIP Lenders, the Pre-Filing ABL Lenders, the Pre-Filing Term Lenders (until the Refinancing been completed), the UCC and Ad Hoc Committee of Equityholders and their respective counsel, financial and other information as agreed to between the Applicants and the ABL DIP Lenders, the Term Loan DIP Lenders, the Pre-Filing ABL Lenders, and the Pre-Filing Term Lenders (until the Refinancing has been completed) which may be used in these proceedings including reporting on a basis to be agreed with the ABL DIP Lenders, the Term Loan DIP Lenders, and the Pre-Filing ABL Lenders and the UCC;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the ABL DIP Lenders and the Term Loan DIP Lenders, which information shall be reviewed with the Monitor and delivered to the ABL DIP Lenders, the Term Loan DIP Lenders, the Pre-Filing ABL Lenders, the UCC and the Ad Hoc Committee of Equityholders and their respective counsel;

- (e) advise the Applicants in their development of the Plan and any amendments to the Plan;
- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform their duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) monitor and have full access to and transparent and timely information regarding the sale process of the Applicants; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

32. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

33. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or

other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

34. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants, including the Pre-Filing ABL Lenders, the Pre-Filing Term Lenders, the ABL DIP Lenders and the Term Loan DIP Lenders, with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

35. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

36. **THIS COURT ORDERS** that the Monitor, United States and Canadian counsel to the Monitor, United States and Canadian counsel to the Applicants, and counsel to the directors of PSG (the "**Case Professionals**") shall be paid their reasonable fees and disbursements in respect of work done in relation to these CCAA proceedings, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Case Professionals on a weekly basis and, in addition, the Applicants are hereby authorized to pay to the Case Professionals retainers in amounts of CAD \$100,000 for each Canadian counsel and for the Monitor and USD \$100,000 for each United States counsel, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

37. **THIS COURT ORDERS** that the Monitor and its United States and Canadian counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its United States and Canadian counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

38. **THIS COURT ORDERS** that the Case Professionals and the CRO shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed USD \$3.75 million in respect of the Fixed Asset (Term) Priority Collateral (as defined in the Vendetti Affidavit), USD \$3.75 million in respect of the ABL Priority Collateral (as defined in the Vendetti Affidavit) for an aggregate amount of USD \$7.5 million on all Property (including the Fixed Asset (Term) Priority Collateral and the ABL Priority Collateral), in each case plus all accrued and unpaid fees, disbursements, costs and expenses incurred by the Case Professionals and the CRO as at the date on which notice is delivered in the Chapter 11 Proceedings (as defined in the Vendetti Affidavit) requiring the Applicants to fund the Carve-Out, as security for their professional fees and disbursements incurred at the standard rates and charges of the Case Professionals and the CRO. The Administration Charge shall have the priority set out in paragraphs 57 and 60 herein. For greater

certainty, the Administration Charge includes the funds in the Carve-Out and may be satisfied, in whole or in part, from such funds.

ABL DIP FINANCING

39. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the "**ABL DIP Facility**") from the lenders party to the ABL DIP Agreement (as defined below) (collectively, the "**ABL DIP Lenders**") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed USD \$200 million unless permitted by further Order of this Court.

40. **THIS COURT ORDERS** that the ABL DIP Facility shall be on the terms and subject to the conditions set forth in the Superpriority Debtor-In-Possession ABL Credit Agreement dated as of October 31, 2016 between the Applicants and the ABL DIP Lenders (the "**ABL DIP Agreement**") as modified by the US Final DIP Order (defined below).

41. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**ABL DIP Definitive Documents**"), as are contemplated by the ABL DIP Agreement or as may be reasonably required by the ABL DIP Lenders pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the ABL DIP Lenders under and pursuant to the ABL DIP Agreement and the ABL DIP Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

42. **THIS COURT ORDERS** that the ABL DIP Lenders shall be entitled to the benefit of and are hereby granted a charge (the "**ABL DIP Charge**") on the Property, which ABL DIP Charge shall not secure an obligation that exists before the date of this Order. The ABL DIP Charge shall have the priority set out in paragraphs 57 and 60 herein.

43. **THIS COURT ORDERS** that, subject to the ABL/Term Intercreditor Agreement dated as of October 31, 2016 (the "**Post-Filing ICA**"), notwithstanding any other provision of this Order:

- (a) the ABL DIP Lenders may take such steps from time to time as they may deem necessary or appropriate to file, register, record or perfect the ABL DIP Charge or any of the ABL DIP Definitive Documents;
- (b) upon the occurrence of an event of default under the ABL DIP Definitive Documents or the ABL DIP Charge, the ABL DIP Lenders, upon 7 days' notice to the Applicants the Monitor and the UCC, may, unless this Court orders otherwise, exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the ABL DIP Agreement, ABL DIP Definitive Documents and the ABL DIP Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the ABL DIP Lenders to the Applicants against the obligations of the Applicants to the ABL DIP Lenders under the ABL DIP Agreement, the ABL DIP Definitive Documents or the ABL DIP Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and
- (c) the foregoing rights and remedies of the ABL DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

44. **THIS COURT ORDERS AND DECLARES** that the ABL DIP Lenders shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the BIA, with respect to any advances made under the ABL DIP Agreement and the ABL DIP Definitive Documents.

TERM LOAN DIP FINANCING

45. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the "**Term Loan DIP Facility**") from 9938982 Canada Inc. and the other lenders party to the Term Loan DIP Credit Agreement (as defined below) (collectively, the "**Term Loan DIP Lenders**") in order to complete the Refinancing (as defined below) and to finance the Business and general corporate purposes and capital expenditures of the Applicants, provided that (a) the Applicants shall not be permitted to borrow under any Delayed Draw Term Loans (as defined in the Term Loan DIP Credit Agreement) until the Refinancing has been completed; and (b) borrowing under such credit facility shall not exceed USD \$361.3 million unless permitted by further order of this Court.

46. **THIS COURT ORDERS** that the Term Loan DIP Facility shall be on the terms and subject to the conditions set forth in the Superpriority Debtor-In-Possession Term Loan Credit Agreement dated as of October 31, 2016 between the Applicants and the Term Loan DIP Lenders (the "**Term Loan DIP Credit Agreement**") as modified by the U.S. Final DIP order.

47. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees, amendments and other definitive documents (collectively, the "**Term Loan DIP Definitive Documents**"), as are contemplated by the Term Loan DIP Credit Agreement or as may be reasonably required by the Term Loan DIP Lenders pursuant to the terms thereof, and the

Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the Term Loan DIP Lenders under and pursuant to the Term Loan DIP Credit Agreement and the Term Loan DIP Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

48. **THIS COURT ORDERS** that the Term Loan DIP Lenders shall be entitled to the benefit of and are hereby granted a charge (the "**Term Loan DIP Charge**") on the Property, which Term Loan DIP Charge shall not secure an obligation that existed before the date of this Order. The Term Loan DIP Charge shall have the priority set out in paragraphs 57 and 60 herein.

49. **THIS COURT ORDERS** that, subject to the Post-Filing ICA, notwithstanding any other provision of this Order:

- (a) the Term Loan DIP Lenders may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect or any of the Term Loan DIP Definitive Documents;
- (b) upon the occurrence of an event of default under the Term Loan DIP Definitive Documents or the Term Loan DIP Charge, Term Loan DIP Lenders, upon 7 days' notice to the Applicants, the Monitor and the UCC, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Term Loan DIP Credit Agreement and Term Loan DIP Definitive Documents or the Term Loan DIP Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the Term Loan DIP Lenders to the Applicants against the obligations of the Applicants to the Term Loan DIP Lenders under the Term Loan DIP Credit Agreement, the Term Loan DIP Definitive Documents or the Term Loan DIP Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against

the Applicants and for the appointment of a trustee in bankruptcy of the Applicants;
and

- (c) the foregoing rights and remedies of the Term Loan DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

50. **THIS COURT ORDERS AND DECLARES** that the Term Loan DIP Lenders shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the BIA, with respect to any advances made under the Term Loan DIP Credit Agreement and the Term Loan DIP Definitive Documents.

51. **THE COURT ORDERS** that the Company in consummating the transactions contemplated by the Term Loan DIP Agreement, which is a "related party transaction" for purposes of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("MI 61-101") and subject to a court order under applicable bankruptcy or insolvency laws, is not required to comply with both the formal valuation and minority approval requirements under Sections 5.4 and 5.6, respectively, of MI 61-101.

REFINANCING

52. **THIS COURT ORDERS** that the Refinancing is hereby approved and the Applicants are authorized and directed to carry out the Refinancing in accordance with the terms of the Term Loan DIP Credit Agreement and are further authorized and empowered to complete all transactions and take all actions necessary or desirable to complete the Refinancing.

53. **THIS COURT ORDERS** that, subject to the terms of the Term Loan DIP Credit Agreement and paragraph 54 hereof, the Applicants shall (a) repay in full the obligations outstanding under the Term Loan Agreement (the "**Pre-Filing Term Loan**

Obligations") by distributing the proceeds of the applicable refinancing loans advanced under the Term Loan DIP Facility pursuant to the Term Loan DIP Credit Agreement to the administrative agent under the Term Loan Agreement (the "**Pre-Filing Term Loan Agent**"), and (b) pay in full all of the reasonable and documented fees and expenses of the Pre-Filing Term Loan Agent and of the professional advisors retained by the Ad Hoc Committee of Pre-Filing Term Lenders or the Pre-Filing Term Loan Agent, and (c) upon receipt of the Applicants' payment in satisfaction of the Pre-Filing Term Loan Obligations contemplated in subparagraph (a) above, the Pre-Filing Term Loan Agent shall be authorized and directed to make distributions to the Pre-Filing Term Lenders in accordance with the Term Loan Agreement.

54. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings
- (b) any assignment in bankruptcy or any petition for a bankruptcy order now or hereafter issued pursuant to the BIA and any order issued pursuant to any such petition;
- (c) any application for a receivership order; or
- (d) any provisions of any federal or provincial legislation;

the payments, distributions, and disbursements to or for the account of the Pre-Filing Term Lenders, the Pre-Filing Term Loan Agent and the professionals retained by the Ad Hoc Committee of Pre-Filing Term Lenders or the Pre-Filing Term Loan Agent in connection with the Refinancing, shall be made indefeasibly, free and clear of any Encumbrances (as defined below), including the Charges, shall be binding on any trustee in bankruptcy, interim receiver or receiver that may be appointed in respect of any of the Applicants, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as

against the Applicants, the Monitor, the Term Loan DIP Lenders and the Pre-Filing Term Lenders and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation; provided, however, that nothing in this paragraph 54 shall derogate from any rights which a Challenge Party may have to commence a Challenge during the Challenge Period (as such terms are defined in the *Final Order (I) Authorizing the Debtors to Obtain Post-Petition Secured Financing Pursuant to 11 U.S.C. § 364, (II) Authorizing the Debtors' Use of Cash Collateral Pursuant to 11 U.S.C. § 363; (III) Granting Adequate Protection to Prepetition Secured Creditors Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364; and (IV) Granting Related Relief, issued by the U.S. Court dated November 30, 2016 (the "U.S. Final DIP Order")*)), but strictly and solely pursuant to paragraph 31 of the U.S. Final DIP Order, or from the ability of this Court or the U.S. Court to fashion an appropriate remedy in respect of a successful Challenge, and provided further that nothing herein or in the U.S. Final DIP Order shall derogate from the rights of the Pre-Filing Term Lenders and the Pre-Filing Term Loan Agent in response to any such Challenge and the Pre-Filing Term Loan Agent and the Pre-Filing Term Lenders reserve all such rights. Any stakeholder may also reserve its rights with respect to the allocation of any property of the Applicants between jurisdictions.

55. **THIS COURT ORDERS** that, upon completion of the Refinancing, the Pre-Filing Term Loan Agent and the Pre-Filing Term Lenders shall be entitled to and are hereby granted a charge (the "**Pre-Filing Term Loan Charge**") on the Property, which Pre-Filing Term Loan Charge shall secure any indemnification or other obligations (including as to the payment of reasonable and documented legal fees) which may arise under the Term Loan Agreement in the period from and after the Refinancing and throughout the Challenge Period and any related Challenge proceedings, and which Pre-Filing Term Loan Charge shall have the priority set out in paragraphs 57 and 60 herein.

INTERCOMPANY FINANCING

56. **THIS COURT ORDERS** that to the extent that any one or more of the Applicants (the "**Lending Applicant**") after the date of this Order, makes any payment or incurs or discharges any obligation that is a payment or obligation of any one or more of the other Applicants or otherwise transfers value to or for the benefit of one or more of the other Applicants, each of the Lending Applicants are hereby granted a charge (the "**Intercompany Charge**") on all of the Property in the amount of such payment or obligation or transfer. The Intercompany Charge shall have the priority set out in paragraphs 57 and 60 herein.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

57. **THIS COURT ORDERS** that, until further Order of this Court and subject to paragraph 58 of this Order, the priorities of the Directors' Charge, the Administration Charge, the ABL DIP Charge, Term Loan DIP Charge, the Bid Protection Charge, the Pre-Filing Term Loan Charge, and the Intercompany Charge, as among them and certain existing encumbrances, shall be, with respect to the type of collateral at issue, as follows:

(a) **With respect to the Fixed Asset (Term) Priority Collateral:**

First - the Administration Charge (to the maximum amount of USD \$3.75 million plus all accrued and unpaid fees, disbursements, costs and expenses incurred by the Case Professionals and the CRO as at the date on which notice is delivered in the Chapter 11 Proceedings requiring the Applicants to fund the Carve-Out in respect of the Property specifically in respect of the Fixed Asset (Term) Priority Collateral);

Second - the Term Loan DIP Charge;

Third- the Pre-Filing Term Loan Facility Security (as defined in the Vendetti Affidavit) prior to the completion of the Refinancing, and the Pre-Filing Term Loan Charge from and after the completion of the Refinancing;

Fourth - the ABL DIP Charge;

Fifth - the Pre-Filing ABL Facility Security (as defined in the Vendetti Affidavit);

Sixth - the Bid Protection Charge;

Seventh - the Directors' Charge; and

Eighth - the Intercompany Charge.

(b) With respect to the ABL Priority Collateral:

First - the Administration Charge (to the maximum amount of USD \$3.75 million plus all accrued and unpaid fees, disbursements, costs and expenses incurred by the Case Professionals and the CRO as at the date on which notice is delivered in the Chapter 11 Proceedings requiring the Applicants to fund the Carve-Out in respect of the Property specifically in respect of the ABL Priority Collateral);

Second - the ABL DIP Charge;

Third - the Pre-Filing ABL Facility Security;

Fourth - the Pre-Filing Term Loan Facility Security (prior to the Refinancing);

Fifth - the Term Loan DIP Charge;

Sixth – the Bid Protection Charge;

Seventh – the Directors' Charge; and

Eighth – the Intercompany Charge.

- (c) With respect to the assets, property and undertakings of PSG Innovation Corp. and PSG Innovation Inc. (the "**PSG Innovation Collateral**"):

First – the Administration Charge;

Second – the Term Loan DIP Charge;

Third – the ABL DIP Charge;

Fourth – the Bid Protection Charge;

Fifth – the Directors' Charge; and

Sixth – the Intercompany Charge.

- (d) With respect to all other Property that is not Fixed Asset (Term) Priority Collateral or ABL Priority Collateral or PSG Innovation Collateral:

First – the Administration Charge;

Second – the Term Loan DIP Charge;

Third – the ABL DIP Charge;

Fourth – the Bid Protection Charge;

Fifth – the Directors' Charge; and

Sixth – the Intercompany Charge.

provided, however, that (i) as between the Pre-Filing ABL Lenders, the ABL DIP Lenders and the Term Loan DIP Lenders, nothing in this Order shall derogate from the priorities agreed to by them in the Post-Filing ICA; and (ii) to the extent the PSG Innovation Collateral or the Property described in Paragraph 57(d) above would otherwise constitute ABL Priority Collateral, it shall be treated as such (and otherwise shall be treated as Fixed Asset (Term) Priority Collateral as reflected above).

58. **THIS COURT ORDERS** that, upon completion of the Refinancing, until further Order of this Court, the priorities of the Directors' Charge, the Administration Charge, the ABL DIP Charge, Term Loan DIP Charge the Bid Protection Charge, the Pre-Filing Term Loan Charge, and the Intercompany Charge, as among them and certain existing encumbrances, shall be, with respect to the ABL Priority Collateral:

First - the Administration Charge (to the maximum amount of USD \$3.75 million specifically in respect of the ABL Priority Collateral);

Second - the ABL DIP Charge;

Third - the Pre-Filing ABL Facility Security;

Fourth - the Term Loan DIP Charge;

Fifth - the Directors' Charge (to the maximum amount of USD \$7.5 million);

Sixth - the Intercompany Charge;

Seventh - the Pre-Filing Term Loan Charge; and

Eighth - the Bid Protection Charge.

59. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge, the ABL DIP Charge, the Term Loan DIP Charge, the Bid

Protection Charge, the Pre-Filing Term Loan Charge, the Intercompany Charge or the Director's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

60. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person except as specifically as set out in paragraph 57.

61. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Applicants also obtain the prior written consent of the Monitor, the ABL DIP Lenders, the Term Loan DIP Lenders and the beneficiaries of the Intercompany Charge, the Directors' Charge and the Administration Charge, or further order of this Court.

62. **THIS COURT ORDERS** that the Directors' Charge, the Administration Charge, the Term Loan DIP Credit Agreement, the Term Loan DIP Definitive Documents, the Term Loan DIP Charge, the ABL DIP Agreement, the ABL DIP Definitive Documents and the ABL DIP Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the ABL DIP Lenders and the Term Loan DIP Lenders thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors

made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the ABL DIP Agreement, the ABL DIP Definitive Documents, the Term Loan DIP Credit Agreement and Term Loan DIP Definitive Documents, shall create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants' execution, delivery or performance of the ABL DIP Agreement, the Term Loan DIP Credit Agreement, the creation of the Charges, or the execution, delivery or performance of the ABL DIP Definitive Documents or the Term Loan DIP Definitive Documents; and
- (c) the payments made by the Applicants pursuant to this Order, ABL DIP Agreement, the ABL DIP Definitive Documents, the Term Loan DIP Credit Agreement and the Term Loan DIP Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law subject to paragraph 54 hereof.

63. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

CROSS BORDER PROTOCOL

64. **THIS COURT ORDERS** that the cross border protocol, in the form attached as Schedule "1" hereto, is hereby approved and shall become effective upon its approval by the U.S. Court and the parties to these proceedings and any other Person shall be governed by it and shall comply with same.

MARSHALLING

65. **THIS COURT ORDERS THAT** none of the Term Loan DIP Lenders, the ABL DIP Lenders, Pre-Filing Term Lenders or the Pre-Filing ABL Lenders shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine; provided, however, that, notwithstanding the foregoing, (i) at any time, upon the occurrence or continuation of an Event of Default under either DIP Facility, any stakeholder retains the right to argue, and the Court retains the right to so order, that the proceeds of assets, property and undertakings which are not Fixed Asset (Term) Priority Collateral or ABL Priority Collateral (the "**Unencumbered Assets**") should only be used to satisfy the obligations under the ABL DIP Facility or Term Loan DIP Facility to the extent such obligations cannot be satisfied in full first from other collateral and/or to argue that such Unencumbered Assets should be sold separately and no earlier than the sale, transfer, foreclosure or other disposition of such other collateral; and (ii) the Applicants, Term Loan DIP Lenders, the ABL DIP Lenders, the Pre-Filing Term Lenders and the Pre-Filing ABL Lenders each reserve their rights to oppose such arguments.

SERVICE AND NOTICE

66. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the national edition of *The Globe and Mail*, the *Wall Street Journal* and *Le Devoir* a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor

who has a claim against the Applicants of more than \$5,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that, for the purposes of this list, the Monitor shall not make the names and addresses of creditors who are individuals publicly available.

67. **THIS COURT ORDERS** that the Applicants shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "Service List"). The Monitor shall post the Service List, as may be updated from time to time, on the Case Website (as defined below) as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

68. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a case website (the "Case Website") shall be established in accordance with the Protocol with the following URL: www.ey.com/ca/psg.

69. **THIS COURT ORDERS** that the Claims and Noticing Agent is entitled to serve and distribute all motion materials and other notices in these proceedings on behalf of

the Applicants and the Monitor (when and if so instructed by the Applicants or the Monitor) by electronic service in accordance with the Protocol.

70. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants, the Monitor and the Claims and Noticing Agent are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

71. **THIS COURT ORDERS** that, except with respect to urgent motions, all motions in this proceeding are to be brought on not less than seven (7) days' notice to all persons on the Service List and shall specify a date and time for the hearing of the motion.

GENERAL

72. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

73. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

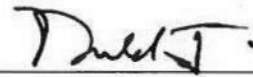
74. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this 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 to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

75. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

76. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

77. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

DEC 19 2016

PER / PAR:



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

**SECOND AMENDED AND RESTATED
INITIAL ORDER**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
Email: phoward@stikeman.com

Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230
Email: mkonyukhova@stikeman.com

Kathryn Esaw LSUC#: 58264F
Tel: (416) 869-5230
Email: kesaw@stikeman.com
Fax: (416) 947-0866

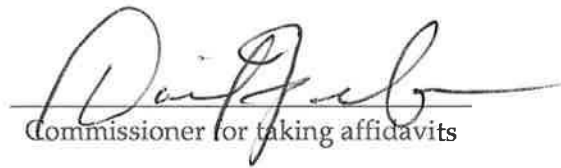
Lawyers for the Applicants

EXHIBIT “B”

Exhibit "B" to the Affidavit

Of Brian J. Fox, sworn

January 24, 2017


Commissioner for taking affidavits

Daniel Feigenbaum
Notary Public State of New York
02FE6203476
Qualified in Nassau County
Commission Expires 04/06/2017 (1)

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

)

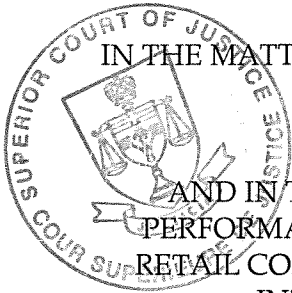
WEDNESDAY, THE 30th

JUSTICE NEWBOULD

)

DAY OF NOVEMBER, 2016

)



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)

ORDER
(Re: Bidding Procedures Approval)

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Mark Vendetti sworn October 31, 2016 (the "Vendetti Affidavit") and the Exhibits thereto, the affidavit of Brian J. Fox sworn November 13, 2016 (the "Fox Affidavit") and the first report of Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Applicants (the "Monitor") and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and such other counsel who were present and wish to be heard, no one appearing for any other party although duly served as appears

from the affidavits of service of Lee Nicholson sworn November 1, 2016 and November 15, 2016.

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined shall have the meanings ascribed to them under the asset purchase agreement dated October 31, 2016 (the "**Stalking Horse Agreement**"), between the PSG Entities (in such capacity, the "**Sellers**") and 9938982 Canada Inc. and the bidding procedures attached as Schedule "A" hereto (the "**Bidding Procedures**").

SERVICE

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

BIDDING PROCEDURES

3. **THIS COURT ORDERS** that the Bidding Procedures attached as Schedule "A" herein are hereby approved.

4. **THIS COURT ORDERS** that the Sellers, the Monitor, Centerview Partners LLC (in its capacity as financial advisor to the Applicants, the "**Financial Advisor**") and Brian J. Fox (in his capacity as chief restructuring advisor to the Applicants, the "**CRO**") are, subject to the approval of the Bidding Procedures in substantially the same form by the U.S. Bankruptcy Court in respect of the Applicants' proceedings under Chapter 11 of the U.S. Code, hereby authorized and directed to carry out the Bidding Procedures and to take such steps and execute such documentation as may be necessary or incidental to the Bidding Procedures.

5. **THIS COURT ORDERS** that the Applicants are hereby authorized to execute the Stalking Horse Agreement *nunc pro tunc*, provided that nothing herein approves the sale and the vesting of the assets to the Stalking Horse Bidder pursuant to the Stalking Horse Agreement and that the approval of the sale and vesting of such assets shall be considered

by this Court on a subsequent motion made to this Court following completion of the sale process pursuant to the terms of the Bidding Procedures, and further that nothing in the Stalking Horse Agreement or any other sale agreement presented to this Court for approval shall be determinative of the issue of allocation of sale proceeds or prejudice the rights of parties in interest related thereto.

6. **THIS COURT ORDERS** that each of the Applicants, the Monitor, the Financial Advisor, the CRO and their respective affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the Bidding Procedures, except to the extent of such losses, claims, damages or liabilities resulting from the gross negligence or willful misconduct of the Applicants, the Monitor, the Financial Advisor or the CRO, as applicable, as determined by this Court.

7. **THIS COURT ORDERS** that the payment and priority of the Expense Reimbursement in the amount of USD \$3.5 million to the Stalking Horse Bidder in accordance with section 9.2(b) and the Break-Up Fee in the amount of USD \$17.250 million in accordance with section 9.2(c) of the Stalking Horse Agreement are hereby approved and, in the event that the Successful Bidder is not the Stalking Horse Bidder and the transactions contemplated by the Successful Bid are completed, the Applicants are hereby authorized and directed to pay the Expense Reimbursement and Break-Up Fee to the Stalking Horse Bidder out of the sale proceeds derived from and upon completion of the Successful Bid.

NON-DISCLOSURE AGREEMENTS

8. **THIS COURT ORDERS** that the Applicants are authorized and directed to enter into non-disclosure agreements with each potential bidder (the "**Bidders**") in form and substance acceptable to the Applicants and the Monitor or as directed by the Court.

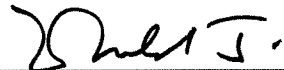
9. **THIS COURT ORDERS** that Bidders shall not contact, communicate with or have dealings with the customers and suppliers of the Applicants with respect to the Applicants,

their business or their assets or in relation to any bid related to the Applicants, their business or their assets, except with the written consent of the CRO and the Monitor.

10. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Vendors may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Purchased Assets and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete a sale of the Purchased Assets (the "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the PSG Entities, or in the alternative destroy all such information. The purchaser of the Purchased Assets shall be entitled to continue to use the personal information provided to it, and related to the Purchased Assets, in a manner which is in all material respects identical to the prior use of such information by the Vendors, and shall return all other personal information to the Vendors, or ensure that all other personal information is destroyed.

GENERAL

11. **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, 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 to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

NOV 30 2016

PER / PAR: 

Schedule A

BIDDING PROCEDURES

These bidding procedures (the “Bidding Procedures”) set forth the process by which Performance Sports Group Ltd. and certain of its subsidiaries (collectively, the “Company” or the “Sellers”)¹ shall conduct a sale (the “Sale”) by auction (the “Auction”) of all or substantially all of their assets.

On November 30, 2016, the United States Bankruptcy Court for the District of Delaware (the “U.S. Court”), and the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” and together with the U.S. Court, the “Courts” or each, a “Court”) entered orders (the “Bidding Procedures Orders”), which, among other things, authorized the Sellers to determine the highest or otherwise best offer(s) for their assets through the process and procedures set forth below.

The U.S. Court presides over the Sellers’ jointly administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) captioned *In re BPS US Holdings Inc. et al.*, Ch. 11 Case No. 16-12373 (KJC) (Bankr. D. Del. Oct. 31, 2016). The Canadian Court presides over the Sellers’ creditor protection proceedings (the “Canadian Proceedings” and together with the Chapter 11 Cases, the “Proceedings”) commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”)

On October 31, 2016, the Sellers filed in each of the Proceedings the *Motion for (I) an Order (A) Establishing Bidding Procedures for the Sale of All, or Substantially All, of the Debtors’ Assets; (B) Approving Bid Protections; (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases; (D) Approving Form and Manner of the Sale, Cure and Other Notices; and (E) Scheduling an Auction and a Hearing to Consider the Approval of the Sale; (II) an Order (A) Approving the Sale of the Debtors’ Assets Free and Clear of Claims, Liens and Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the “Sale Motion”).² The orders approving the Sale are referred to herein, collectively, as the “Sale Orders.”

As referenced in the Sale Motion, a stalking horse asset purchase agreement (including all exhibits, schedules and ancillary agreements related thereto, and as amended and in effect, the “Stalking Horse Agreement”) has been entered into by and among the Sellers, and 9938982 Canada Inc. (the “Stalking Horse Purchaser”), dated as of October 31, 2016, which

¹ The Sellers are as follows: BPS US Holdings Inc. (8341); Bauer Hockey, Inc. (3094); Easton Baseball / Softball Inc. (5670); Bauer Hockey Retail Inc. (6663); Bauer Performance Sports Uniforms Inc. (1095); Performance Lacrosse Group Inc. (4200); BPS Diamond Sports Inc. (5909); PSG Innovation Inc. (9408); Performance Sports Group Ltd. (1514); KBAU Holdings Canada, Inc. (5751); Bauer Hockey Retail Corp. (1899); Easton Baseball / Softball Corp. (4068); PSG Innovation Corp. (2165) Bauer Hockey Corp. (4465); BPS Canada Intermediate Corp. (4633); BPS Diamond Sports Corp. (8049); Bauer Performance Sports Uniforms Corp. (2203); and Performance Lacrosse Group Corp. (1249).

² Capitalized terms used but not defined herein have the meaning ascribed to them in the Sale Motion.

Stalking Horse Agreement contemplates a purchase and sale of the Acquired Assets (as defined in Section 2.1 of the Stalking Horse Agreement) to the Stalking Horse Purchaser, on the terms and subject to the conditions provided therein. A copy of the Stalking Horse Agreement is attached as an exhibit to the Sale Motion. As further outlined herein, the Stalking Horse Purchaser is entitled to Credit Bid a portion or all of its DIP Lien Claims (as defined herein).

I. ASSETS TO BE SOLD; PERMITTED ASSET GROUPS

The Stalking Horse Agreement is an offer to purchase the Acquired Assets, which comprise substantially all of the Sellers' assets. A party may participate in the bidding process by submitting a Bid (as defined below) on all or substantially all of the Acquired Assets or one or more of the following categories of assets (a "Permitted Asset Group"):

- (a) the Debtors' Bauer hockey business unit;
- (b) the Debtors' diamond sports business unit (including baseball and softball); and
- (c) the Debtors' lacrosse business unit.

All of the Sellers' right, title and interest in and to the Acquired Assets or a Permitted Asset Group shall be sold free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon (collectively, the "Liens"), with such Liens to attach to the proceeds of the sale of the Acquired Assets or a Permitted Asset Group with the same validity and priority as such Liens applied against the Acquired Assets or a Permitted Asset Group, except as otherwise specifically provided in the Stalking Horse Agreement or a Modified Asset Purchase Agreement (as defined below) submitted by a Successful Bidder (as defined below) (including any exhibits or schedules thereto) and reflected in the Sale Orders.

II. THE CONSULTATION PARTIES

The Sellers shall consult with Ernst & Young Inc., in its capacity as the court-appointed Monitor of the Canadian Proceedings (the "Monitor"), the official committee of unsecured creditors (the "Creditors Committee") appointed by the U.S. Trustee in the Chapter 11 Cases, the official committee of equity security holders appointed by the U.S. Trustee in the Chapter 11 Cases, and Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent, and each of their respective counsel and advisors (each, a "Consultation Party" and collectively, the "Consultation Parties") as explicitly provided for in the Bidding Procedures; provided, however, that the Sellers shall not be required to consult with any Consultation Party during the Auction process to the extent such Consultation Party has submitted a Bid (as defined below) or has had a Bid submitted on its behalf for so long as such Bid remains open, if the Sellers determine, in their reasonable business judgment, that consulting with such Consultation Party regarding any issue, selection or determination would be likely to have a chilling effect on potential bidding or otherwise be contrary to the goal of maximizing value for the Sellers' estates from the sale process.

To the extent the Bidding Procedures require the Sellers to consult with any Consultation Party in connection with making a determination or taking an action, or in connection with any other matter related to the Bidding Procedures or the Auction, the Sellers shall do so in a regular and timely manner prior to making such determination or taking such action.

Subject to the terms of any Orders entered in the Proceedings, after consultation with the Consultation Parties, the Sellers shall have the right and obligation to make all decisions regarding Bids and the Auction as provided herein as it determines to be in the best interest of their estates, whether or not Consultation Parties agree with that decision.

III. BIDDING PROCESS

A. Overview

The Sellers and their advisors shall, subject to the other provisions of these Bidding Procedures, including the consultation obligations set forth herein:

1. coordinate the efforts of Preliminary Interested Investors (as defined below) in conducting their due diligence investigations;
2. receive offers from Bidders (as defined below);
3. determine whether any person is a Qualified Bidder (as defined below);
and
4. conduct the Auction and further negotiate any offers made to purchase the Acquired Assets or a Permitted Asset Group.

B. Key Dates For Potential Competing Bidders

The Bidding Procedures provide interested parties with the opportunity to qualify for and participate in the Auction to be conducted by the Sellers and to submit competing bids for the Acquired Assets or a Permitted Asset Group. The Sellers shall assist Preliminary Interested Investors in conducting their respective due diligence investigations and shall accept Bids until **January 25, 2017 at 5:00 p.m. (prevailing Eastern Time)** (the “Bid Deadline”). The key dates for the Sale process are as follows:³

³ These dates are subject to extension or adjournment as provided for herein and in consultation with the Consultation Parties.

Wed. Jan. 25, 2017 at 5:00 p.m. EDT	Bid Deadline - Due Date to submit a Qualified Bid and Good Faith Deposit (each as defined below)
Mon. Jan. 30, 2017 at 10:00 a.m. EDT	Auction, which will be held at Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019
Mon. Feb. 6, 2017 at 10:00 a.m. EDT	Sale Hearing, which will be conducted in the US and Canada, jointly, concurrently or as otherwise determined by the Courts: (a) the Ontario Superior Court of Justice (Commercial List), 330 University Avenue, 8th Floor, Toronto, Ontario Canada M5G 1R8; and (b) the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom 5, Wilmington, Delaware 19801

C. Access to Diligence Materials

To participate in the bidding process to effectuate a sale transaction for all or substantially all of the Acquired Assets or a Permitted Asset Group (an “Alternate Transaction”) and to receive access to due diligence materials (the “Diligence Materials”), a party must submit to the Sellers an executed confidentiality agreement in such form as is acceptable to the Sellers and provide preliminary evidence satisfactory to the Sellers and their advisors of such party’s financial wherewithal to consummate an Alternate Transaction.

A party who executes such a confidentiality agreement for access to Diligence Materials, and provides such preliminary evidence of financial wherewithal, shall be a “Preliminary Interested Investor.” The Sellers will afford any Preliminary Interested Investor the time and opportunity to conduct reasonable due diligence in accordance with a diligence protocol determined by the Sellers and their advisors; provided, however, that the Sellers shall not be obligated to furnish any due diligence information after the Bid Deadline to any party that has not submitted a Qualified Bid (as defined below) on or before the Bid Deadline and may, in consultation with the Consultation Parties (as defined below), limit the amount of further due diligence available to Qualified Bidders after the Bid Deadline.

The Sellers reserve the right to withhold any Diligence Materials that the Sellers, in consultation with the Consultation Parties, determine are business-sensitive or otherwise not appropriate for disclosure to a Preliminary Interested Investor who is a competitor or customer of the Sellers or is affiliated with any competitor or customer of the Sellers. Neither the Sellers nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Preliminary Interested Investor; provided however that

Sellers shall provide the Stalking Horse Purchaser with access to the Diligence Materials which are provided to Preliminary Interested Investors.

All due diligence requests must be directed to Centerview Partners LLP, Attn: Marc Puntus (mpuntus@centerviewpartners.com).

D. Due Diligence from Bidders

Each Preliminary Interested Investor and each Bidder shall comply with all reasonable requests for additional information and due diligence access by the Sellers or their advisors regarding such Preliminary Interested Investor or Bidder, as applicable, and its contemplated transaction. Failure by a Preliminary Interested Investor or Bidder (other than the Stalking Horse Purchaser) to comply with requests for additional information and due diligence access may be a basis for the Sellers to determine that such Bidder is not a Qualified Bidder.

IV. **AUCTION QUALIFICATION PROCESS**

A. Qualifying Bids

To be eligible to participate in the Auction, each offer, solicitation or proposal (each, a “Bid”), and each party submitting such a Bid (other than the Stalking Horse Purchaser) (each, a “Bidder”), must be reasonably determined by the Sellers, in consultation with the Consultation Parties, to satisfy each of the following conditions:

1. Good Faith Deposit: Each Bid must be accompanied by a cash deposit, paid by wire transfer of immediately available funds, in the amount of three percent (3%) of the purchase price (excluding any Assumed Liabilities) contained in the Modified Asset Purchase Agreement (as defined below), which deposit shall be held in an interest-bearing escrow account to be identified and established by the Sellers (the “Good Faith Deposit”).
2. Same or Better Terms: In connection with any Bid for the Acquired Assets, such Bid must be on terms that the Sellers, in their business judgment and after consulting with the Consultation Parties, determine are the same or better for the Sellers than the terms of the Stalking Horse Agreement. In connection with any Bid for one or more of a Permitted Asset Group, such Bid, together with any other Bid (if any) for the remaining Permitted Asset Groups, must be on terms that the Sellers, in their business judgment and after consulting with the Consultation Parties, determine are either on their own or in aggregate, the same or better for the Sellers than the terms of the Stalking Horse Agreement.

For the avoidance of doubt, any Bid for a Permitted Asset Group must, either on its own or when considered together with another Bid(s) for a Permitted Asset Group (if any), provide value in excess of the Minimum Bid Amount set forth below.

3. Executed Agreement: Each Bid must be based on the Stalking Horse Agreement and must include binding, executed, irrevocable transaction documents, signed by an authorized representative of such Bidder, pursuant to which the Bidder proposes to effectuate an Alternate Transaction (a “Modified Asset Purchase Agreement”). A Bid must also include a copy of the Modified Asset Purchase Agreement (including all exhibits thereto) marked against the Stalking Horse Agreement to show all changes requested by the Bidder (including those related to purchase price and to remove any provisions that apply only to the Stalking Horse Purchaser, such as the expense reimbursement and break-up fee provisions contained in the Stalking Horse Agreement, which terms shall not be in any Modified Asset Purchase Agreement). Each Modified Asset Purchase Agreement must provide a representation that the Qualified Bidder will (i) make all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “HSR Act”), if applicable, and (ii) submit and pay the fees associated with all necessary filings under the HSR Act as soon as reasonably practicable; provided, however, that the timing and likelihood of receiving HSR Act approval will be a consideration in determining the highest and best Bid.
4. Scope of Bid: A Bid must be for all or substantially all of the Acquired Assets or a Permitted Asset Group.
5. Minimum Bid: A Bid for the Acquired Assets must have a purchase price that, in the Sellers’ reasonable business judgment (after consultation with the Consultation Parties), has a value greater than the sum of (i) \$575,000,000; *plus* (ii) the amount by which any changes to the Stalking Horse Agreement reflected in the Modified Asset Purchase Agreement (through changes to the Assumed Liabilities, Excluded Liabilities, the Specified Assumed Liability Deduction Amount or otherwise) included in such Bid provide less value to the Sellers than that which Sellers receive under the Stalking Horse Agreement; *plus* (iii) \$5,000,000; *plus* (iv) the Bid Protections (as defined in the Bidding Procedures Order) totaling \$20,750,000 (the sum of (i) to (iv), the “Minimum Bid Amount”).

A Bid for a Permitted Asset Group must, either on its own or when considered together with another Bid(s) for a Permitted Asset Group (if any), provide value in excess of the Minimum Bid Amount.

The Minimum Bid Amount may include cash and non-cash consideration, which forms of consideration shall be valued by the Debtors, in consultation with the Consultation Parties; provided, however, that the cash portion of such Bid must suffice to repay in full all obligations under the Debtors’ debtor-in-possession financing facilities, administrative and priority claims, and prepetition secured claims outstanding at the closing of the Sale, and the amount of cash consideration included in such Bid, as

compared to other Bids, shall be considered by the Debtors as an assessment criteria at the Auction.

6. Designation of Assigned Contracts and Leases: A Bid must identify the executory contracts and unexpired leases with respect to which the Bidder seeks assignment from the Sellers.
7. Designation of Assumed Liabilities: A Bid must identify all liabilities which the Bidder proposes to assume.
8. Corporate Authority: A Bid must include written evidence reasonably acceptable to the Sellers demonstrating appropriate corporate authorization to consummate the proposed Alternate Transaction; provided that, if the Bidder is an entity specially formed for the purpose of effectuating the Alternate Transaction then the Bidder must furnish written evidence reasonably acceptable to the Sellers of the approval of the Alternate Transaction by the equity holder(s) of such Bidder.
9. Disclosure of Identity of Bidder: A Bid must fully disclose the identity of each entity that will be bidding for or purchasing the Acquired Assets or a Permitted Asset Group, including any equity holders in the case of a Bidder which is an entity specially formed for the purpose of effectuating the contemplated transaction, or otherwise participating in connection with such Bid (including any co-bidder or team bidder), and the complete terms of any such participation, including any agreements, arrangements or understandings concerning a collaborative or joint bid or any other combination concerning the proposed Bid. A Bid must also fully disclose any connections or agreements with the Sellers, the Stalking Horse Purchaser or any other known, potential, prospective Bidder or Qualified Bidder, and/or any officer, director or equity security holder of the Sellers.
10. Proof of Financial Ability to Perform: A Bid must include detailed, written evidence that the Sellers may conclude, in consultation with their advisors and the Consultation Parties, demonstrates that the Bidder has and will continue to have the necessary financial ability to close the Alternate Transaction and comply with section 365 of the Bankruptcy Code and the relevant provisions of the CCAA, including providing adequate assurance of future performance under all contracts to be assumed and assigned in such Alternate Transaction. Such information must include, *inter alia*, the following:
 - (a) contact names and numbers for verification of financing sources;
 - (b) evidence of the Bidder's internal resources and proof of unconditional debt funding commitments from a recognized banking institution and, if applicable, equity commitments in an aggregate amount equal to the cash portion of such Bid or the

posting of an irrevocable letter of credit from a recognized banking institution issued in favor of the Sellers in the amount of the cash portion of such Bid as are needed to close the Alternate Transaction;

- (c) the Bidder's current financial statements (audited if they exist) or other similar financial information reasonably acceptable to the Sellers;
 - (d) a description of the Bidder's pro forma capital structure; and
 - (e) any such other form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Sellers, in consultation with the Consultation Parties, demonstrating that such Bidder has the ability to close the Alternate Transaction.
11. Regulatory and Third Party Approvals: A Bid must set forth each regulatory and third-party approval required for the Bidder to consummate the Alternate Transaction, and the time period within which the Bidder expects to receive such regulatory and third-party approvals, and those actions the Bidder will take to ensure receipt of such approvals as promptly as possible.
12. Contact Information and Affiliates: A Bid must provide the identity and contact information for the Bidder and full disclosure of any affiliates of the Bidder.
13. Contingencies: Each Bid (a) may not contain representations and warranties, covenants, or termination rights materially more onerous in the aggregate to the Sellers than those set forth in the Stalking Horse Agreement, as determined by the Sellers, in consultation with the Consultation Parties, in good faith, and (b) may not be conditioned on obtaining financing, any internal approvals or credit committee approvals, or on the outcome or review of due diligence, including with respect to any environmental, employee, labor, health and/or safety matters.
14. Irrevocable: Each Bid must be irrevocable until ten (10) business days after the conclusion of the Sale Hearing; provided that if such Bid is accepted as the Successful Bid or the Backup Bid (each as defined herein), such Bid shall continue to remain irrevocable until the earlier of the closing of the Sale or the Extended Outside Date (as defined below).
15. Compliance with Diligence Requests: The Bidder submitting the Bid must have complied with reasonable requests for additional information and due diligence access from the Sellers to the reasonable satisfaction of the Sellers, in consultation with the Consultation Parties.

16. As-Is, Where-Is: Each Bid must include a written acknowledgement and representation that the Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets or a Permitted Asset Group prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Acquired Assets or Permitted Asset Group in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Acquired Assets or a Permitted Asset Group or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Stalking Horse Agreement.
17. Confidentiality Agreement: To the extent not already executed, the Bid must include an executed confidentiality agreement in a form acceptable to the Sellers.
18. Termination Fees: The Bid (other than the Bid pursuant to the Stalking Horse Agreement) must not entitle the Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment or reimbursement and, by submitting the Bid, the Bidder waives the right to pursue a substantial contribution claim under 11 U.S.C. § 503 or under the CCAA related in any way to the submission of its Bid or participation in any Auction.
19. Adherence to Bid Procedures: By submitting its Bid, each Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction
20. Closing Date: The Bid must include a commitment to close the transactions contemplated by the Modified Asset Purchase Agreement by no later than **February 23, 2017** and include the same provisions with respect to the Outside Date and Extended Outside Date (each as defined in the Stalking Horse Agreement) as set forth in the Stalking Horse Agreement; provided, however, that the Extended Outside Date is no later than **February 27, 2016**.
21. Time Frame for Closing: The Bid must be reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated within a time frame acceptable to the Sellers, in consultation with the Consultation Parties.
22. No Late Bids. Unless otherwise ordered by a Court, the Sellers shall not consider any Bids submitted after the conclusion of the Auction and any and all such bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

23. Bid Notice: The following parties must receive a Bid in writing (in both PDF and Word format), on or before the Bid Deadline:
- (a) the Sellers, 100 Domain Dr., Exeter, New Hampshire 03885, Attention: Michael J. Wall, Esq. (Michael.Wall@bauer.com);
 - (b) US counsel to the Sellers, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019, Attention: Kelley A. Cornish (kcornish@paulweiss.com) and Alice Eaton (aeaton@paulweiss.com); and Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attention: Pauline Morgan (pmorgan@ycst.com);
 - (c) Canadian counsel to the Sellers, Stikeman Elliot LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, ON, Canada M5L 1B9, Attention: Maria Konyukhova (mkonyukhova@stikeman.com) and Jonah Mann (jmann@stikeman.com);
 - (d) financial advisor to the Sellers, Centerview Partners, 31 West 52nd Street New York, N.Y. 10019, Attention: Marc Puntus (mpuntus@centerviewpartners.com);
 - (e) the Monitor, Ernst & Young Inc., 222 Bay Street, Toronto, ON, M5K 1J7, Attention: Brian Denega (brian.m.denega@ca.ey.com);
 - (f) U.S. counsel to the Monitor, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attention: Ken Coleman (Ken.Coleman@AllenOvery.com);
 - (g) Canadian counsel to the Monitor, Thornton Grout Finnigan LLP, 100 Wellington Street West, Suite 3200, Toronto, ON, M5K 1K7, Attention: Robert Thornton (rthornton@tgf.ca), D.J. Miller (djmillier@tgf.ca) and Rachel Bengino (rbengino@tgf.ca);
 - (h) U.S. counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent, Choate Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com) and Douglas R. Gooding (dgooding@choate.com);
 - (i) Canadian counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent, Norton Rose Fulbright, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario M5J 2Z4, Canada, Attn: David M.A. Amato (david.amato@nortonrosefulbright.com) and Serge Levy (serge.levy@nortonrosefulbright.com);

- (j) U.S. counsel to the Creditors Committee, Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, Attention: Andrew B. Eckstein (AEckstein@blankrome.com), Michael B. Schaedle (Schaedle@blankrome.com) and Stanley B. Tarr (tarr@blankrome.com);
- (k) Canadian counsel to the Creditors Committee, Cassels Brock & Blackwell LLP, 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario, Canada M5H 3C2, Attention: Ryan C. Jacobs (rjacobs@casselsbrock.com), Shayne Kukulowicz (skukulowicz@casselsbrock.com) and Natlie E. Levine (nlevine@casselsbrock.com);
- (l) financial advisor to the Creditors Committee, Province Inc., 2360 Corporate Circle, Suite 330, Henderson, N.V. 89074, Attention: Paul Huygens (phuygens@provincefirm.com) and Peter Kravitz (pkravitz@provincefirm.com);
- (m) U.S. counsel to the Equity Committee, Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attention: Robert J. Stark (rstark@brownrudnick.com) and Steven B. Levine (slevine@brownrudnick.com);
- (n) Canadian counsel to the Equity Committee, McMillan LLP, Brookfield Place, Suite 4400, 181 Bay Street, Toronto, Ontario, Canada M5J 2T3, Attention: Andrew J.F. Kent (andrew.kent@mcmillan.ca); and
- (o) financial advisor to the Equity Committee, Houlihan Lokey, Inc., 100 Crescent Ct., Suite 900, Dallas, TX 75201: Attention Adam L. Dunayer (ADunayer@HL.com) and Justin Zammit (JZammit@HL.com).

A Bid received from a Bidder before the Bid Deadline that meets all of the above requirements for the Acquired Assets or a Permitted Asset Group shall constitute a “Qualified Bid” and such Bidder shall constitute a “Qualified Bidder”; provided that if the Sellers receive a Bid prior to the Bid Deadline that is not a Qualified Bid, the Sellers may, in consultation with the Consultation Parties, provide the Bidder with the opportunity to remedy any deficiencies prior to the Auction; provided, further, that, for the avoidance of doubt, if any Qualified Bidder fails to comply with reasonable requests for additional information and due diligence access from the Sellers to their satisfaction, the Sellers, in consultation with the Consultation Parties, may disqualify any Qualified Bidder and Qualified Bid, in the Sellers’ discretion and such Bidder shall not be entitled to attend or participate in the Auction; and provided further, however, that a Bid or Bids for a Permitted Asset Group shall be considered in aggregate by the Debtors, in consultation with the Consultation Parties, with other Bid(s) for Permitted Asset Groups for purposes of the Auction and selecting the Successful Bidder.

Any amendments, supplements or other modifications to any Bids (including pursuant to this paragraph) shall be delivered to the parties listed in paragraph 23 above as provided therein. All Qualified Bids will be considered, but the Sellers reserve their right to reject any or all bids, in consultation with the Consultation Parties. However, bids that are unconditional and contemplate sales that may be consummated on or soon after the Sale Hearing are preferred. Additionally, notwithstanding anything herein to the contrary, the Stalking Horse Agreement submitted by the Stalking Horse Purchaser shall be deemed a Qualified Bid, and the Stalking Horse Purchaser a Qualified Bidder. The Sellers shall inform counsel to the Consultation Parties, counsel to the Stalking Horse Purchaser, and any Qualified Bidders whether the Sellers consider any Bid to be a Qualified Bid as soon as practicable but in no event later than one day before the Auction.

Each Qualified Bidder, by submitting a Bid, shall be deemed to acknowledge and agree that it is not relying upon any written or oral statements, representations, promises, warranties or guarantees of any kind whether expressed or implied, by operation of law or otherwise, made by any person or party, including the Sellers and their agents and representatives (other than as may be set forth in a definitive agreement executed by the Sellers), regarding the Sellers, any of the Acquired Assets or a Permitted Asset Group, the Auction, these Bidding Procedures or any information provided in connection therewith.

Without the consent of the Sellers, a Qualified Bidder may not amend, modify or withdraw its Bid, except for proposed amendments to increase the amount or otherwise improve the terms of the Bid, during the period that such Bid is required to remain irrevocable and binding.

V. AUCTION

A. Auction

If one or more Qualified Bids (other than the Stalking Horse Agreement) are submitted by the Bid Deadline, the Sellers will conduct the Auction to determine the highest or otherwise best Qualified Bid with respect to the Acquired Assets or a Permitted Asset Group.

B. Assessment Criteria

The Sellers' determination of the highest or otherwise best Qualified Bid with respect to the Acquired Assets or Permitted Asset Group shall take into account any factors the Sellers, in consultation with the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid to the estates and may include, but are not limited to, the following:

1. the amount and nature of the consideration, including any assumed liabilities;
2. the type and nature of any modifications to the Stalking Horse Agreement, as applicable, requested by each Bidder in such Bidder's Modified Asset Purchase Agreement;

3. the extent to which such modifications are likely to delay closing of the sale of the applicable asset(s) and the cost to the Sellers of such modifications or delay;
4. the total consideration to be received by the Sellers and the net consideration to be received by the Sellers after taking into account the Stalking Horse Purchaser's Bid Protections with respect to each round of bidding;
5. the extent to which the Designated Contracts and the undertakings with respect to Assigned Contracts in a Modified Asset Purchase Agreement differ from those under the Stalking Horse Agreement, including the extent to which a Bidder's undertakings with respect to the material Designated Contracts under a Modified Asset Purchase Agreement provide greater certainty as of the Auction in connection with the likelihood of their assumption or rejection or existence of contingent rejection claims against the Debtors' estates than under the Stalking Horse Agreement;
6. the likelihood of the Bidder's ability to close a transaction and the timing thereof;
7. the net benefit to the Sellers' estates (collectively, the "Bid Assessment Criteria").

C. Cancellation of the Auction

If no timely, conforming Qualified Bids (other than the Qualified Bid submitted by the Stalking Horse Purchaser) for the Acquired Assets or a Permitted Asset Group are received, the Auction for the Acquired Assets or a Permitted Asset Group shall be canceled and the Stalking Horse Agreement shall be the Successful Bid for the Acquired Assets and the Stalking Horse Purchaser shall be the Successful Bidder for the Acquired Assets.

VI. PROCEDURES FOR THE AUCTION

If one or more Qualified Bids (other than the Stalking Horse Agreement) for all or substantially all of the Acquired Assets or a Permitted Asset Group are submitted by the Bid Deadline, the Sellers shall commence the Auction on **Mon. Jan. 30, 2017 at 10:00 a.m.** (prevailing Eastern Time) at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York, 10019 or such other place and time as the Sellers shall notify all Qualified Bidders and the Consultation Parties.

The Auction shall be conducted according to the following procedures:

A. Participation

Only the Sellers, the Consultation Parties, the Stalking Horse Purchaser and any other Qualified Bidder, in each case, along with their representatives and counsel, may attend the Auction (such attendance to be in person) and only the Stalking Horse Purchaser and such other

Qualified Bidders will be entitled to make any Bids at the Auction; provided, however, that any other material creditor may attend (but not participate in) the Auction if it provides the Sellers written notice of its intention to attend the Auction on or before the Bid Deadline. Such written notice must be sent to counsel for the Sellers via electronic mail to Kevin O'Neill (koneill@paulweiss.com).

B. The Sellers Shall Conduct the Auction

The Sellers and their advisors shall direct and preside over the Auction and the Auction shall be transcribed. Other than as expressly set forth herein, the Sellers (in consultation with the Consultation Parties) may conduct the Auction in the manner they reasonably determine will result in the highest or otherwise best Qualified Bids.

Prior to commencement of the Auction, the Sellers shall provide each Qualified Bidder participating in the Auction with a copy of the Modified Asset Purchase Agreement that is the highest or otherwise best Qualified Bid as determined by the Sellers (such highest or otherwise best Qualified Bid, the "Auction Baseline Bid").

In addition, at the start of the Auction, the Sellers shall describe the terms of the Auction Baseline Bid. Each Qualified Bidder participating in the Auction must confirm that it (1) has not engaged in any collusion with respect to the bidding or sale of any of the assets described herein, (2) has reviewed, understands and accepts the Bidding Procedures and (3) has consented to the core jurisdiction of the Courts.

Before submitting any Bid with co-bidding or team bidding arrangements, whether formal or informal, among a Qualified Bidder and any third party (including any other Preliminary Interested Investor or Qualified Bidder) (such a Bid, a "Joint Bid"), each Qualified Bidder must disclose such Joint Bid to the Sellers, and the Sellers shall determine, in their discretion, whether the Joint Bid constitutes a Qualified Bid for purposes of participating in the Auction. The identity of any and all co-bidders or team bidders involved in submitting any Joint Bid, if the Sellers determine that such Joint Bid constitutes a Qualified Bid, shall be disclosed on the record at the Auction.

The Sellers shall consult in good faith with the Consultation Parties throughout the Auction process to the extent reasonably practicable. Any rules developed by the Sellers will provide that all bids will be made and received in one room, on an open basis, and all other Bidders will be entitled to be present for all bidding with the understanding that the true identity of each Bidder will be fully disclosed to all other Bidders and that all material terms of each Qualified Bid submitted in response to the Auction Baseline Bid, or to any successive bids made at the Auction, will be fully disclosed to all other Bidders bidding throughout the entire Auction, and each Qualified Bidder will be permitted what the Sellers determine to be an appropriate amount of time to respond to the previous bid at the Auction.

C. Terms of Overbids

An "Overbid" is any bid made at the Auction subsequent to the Sellers' announcement of the Auction Baseline Bid. To submit an Overbid for purposes of this Auction, a Bidder must comply with the following conditions:

1. Minimum Overbid Increments: Any Overbid for all or substantially all of the Acquired Assets or a Permitted Asset Group after and above the Auction Baseline Bid shall be made in increments valued at not less than \$1 million (or such other amount as shall be announced at the Auction) in cash or in cash equivalents, or other forms of consideration acceptable to the Sellers.
2. Credit Bidding: Holders of DIP Lien Claims (defined below) shall be entitled to submit Overbids in cash, cash equivalents or other forms of consideration, as described above, or additional credit bid amounts up to the aggregate amount of any outstanding obligations under the DIP Credit Agreements (including any accrued but unpaid prepetition interest) to the extent permitted by applicable law, provided that only the Stalking Horse Purchaser may credit bid the amount of the Bid Protections (collectively, the "DIP Lien Claims").
3. Prepetition Term Loan Agent May Credit Bid: To the extent that any Prepetition Senior Liens remain outstanding at the time of the Auction, the Prepetition Term Loan Agent or any acquisition vehicle formed by the Prepetition Term Loan Agent that is assigned the Prepetition Senior Liens (a "Term Loan Acquisition Vehicle") shall be Qualified Bidders and may submit Overbids in cash, cash equivalents or other forms of consideration, including a credit bid to the extent permitted under and consistent with section 363(k) of the Bankruptcy Code and the CCAA.
4. Remaining Terms Are the Same as for Qualified Bids: Except as modified herein, an Overbid at the Auction must comply with the conditions for a Qualified Bid set forth above, provided, however, that the Bid Deadline shall not apply. Any Overbid must include, in addition to the amount and the form of consideration of the Overbid, a description of all changes requested by the Bidder to the Stalking Horse Agreement or Modified Asset Purchase Agreement, as the case may be, in connection therewith. Any Overbid must remain open and binding on the Bidder as provided herein.
5. Qualified Bids for Permitted Asset Groups. To participate in the Auction, a Bid for a Permitted Asset Group that is a Qualified Bid at the outset of the Auction (either on its own or when considered along with other Bid(s) for a Permitted Asset Group), must submit Minimum Overbid Increments, and be for value in excess of the Minimum Bid Amount, the Baseline Bid Amount, or Overbid, as applicable, at each subsequent round of the Auction.
6. Non-cash Consideration: An Overbid may include cash and non-cash consideration, which forms of consideration shall be valued by the Debtors, in consultation with the Consultation Parties; provided, however, that the cash portion of such Bid must suffice to repay in full all

obligations under the Debtors' debtor-in-possession financing facilities, administrative and priority claims, and prepetition secured claims outstanding at the closing of the Sale, and the amount of cash consideration included in such Bid, as compared to other Bids, shall be considered by the Debtors as an assessment criteria at the Auction.

At the Sellers' discretion, to the extent not previously provided, a Bidder submitting an Overbid at the Auction must submit, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Sellers), reasonably demonstrating such Bidder's ability to close the Alternate Transaction proposed by such Overbid.

D. Announcement and Consideration of Overbids

1. Announcement of Overbids: The Sellers shall announce at the Auction the material terms of each Overbid, the total amount of consideration and form offered in each such Overbid, and the basis for calculating such total consideration. The Sellers shall also provide all terms of each Overbid, including non-economic terms, to the Consultation Parties.
2. Consideration of Overbids: Subject to the deadlines set forth herein, the Sellers reserve the right, in their reasonable business judgment, to make one or more continuances of the Auction to, among other things: facilitate discussions between the Sellers and individual Qualified Bidders; allow individual Qualified Bidders to consider how they wish to proceed; or give Qualified Bidders the opportunity to provide the Sellers with such additional evidence as the Sellers in their reasonable business judgment may require, that the Qualified Bidder has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed Alternate Transaction at the prevailing Overbid amount. When comparing Overbids to the Qualified Bid made by the Stalking Horse Purchaser, the Sellers shall treat the credit bid (including any Overbid) made by the Stalking Horse Purchaser as being made in cash or in cash equivalents.

E. Other Procedures

1. Jurisdiction of the Courts: All Qualified Bidders (including the Stalking Horse Purchaser) at the Auction shall be deemed to have consented to the core jurisdiction of the Courts and waive any right to a jury trial in connection with any disputes relating to the marketing process, the Auction, and the construction and enforcement of the Qualified Bidder's fully executed sale and transaction documents, as applicable.
2. Stalking Horse Purchaser Bid: The Stalking Horse Purchaser shall be entitled to (a) credit bid all or a portion of its DIP Lien Claims, consistent with these Bidding Procedures, Bankruptcy Code section 363(k) and the

CCAA; and (b) submit additional bids and make modifications to the Stalking Horse Agreement at the Auction consistent with these Bidding Procedures.

3. Prepetition Term Loan Agent Bid: To the extent that any Prepetition Senior Liens remain outstanding at the time of the Auction, the Prepetition Term Loan Agent or a Term Loan Acquisition Vehicle shall be Qualified Bidders and may submit bids in cash, cash equivalents or other forms of consideration, including a credit bid to the extent permitted under and consistent with section 363(k) of the Bankruptcy Code and the CCAA.
4. Additional Bids; Modifications: All Qualified Bidders, including the Stalking Horse Purchaser, shall have the right to submit additional bids and make additional modifications to the Stalking Horse Agreement or the Modified Asset Purchase Agreement at the Auction, as applicable, provided that any such modifications to the Stalking Horse Agreement or Modified Asset Purchase Agreement on an aggregate basis and viewed in whole, shall not, in the Sellers' business judgment, be less favorable to the Sellers than the terms of the Stalking Horse Agreement.
5. Subsequent Bids: Each Qualified Bid must submit a subsequent Bid that satisfies the minimum bid increment in each round of bidding to continue participating in the Auction, however, Qualified Bidders shall not be allowed to skip rounds of bidding, otherwise such Qualified Bidder will be prohibited from submitting any subsequent Bid.

F. Additional Procedures

The Sellers (after consulting with the Consultation Parties) may announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction so long as such rules are not inconsistent in any material respect with the Bidding Procedures or the Stalking Horse Agreement. Any Auction rules adopted by the Sellers will not modify any of the terms of the Stalking Horse Agreement or the rights of the Stalking Horse Purchaser under the Bid Procedures (as may be consensually modified at the Auction) without the consent of the Stalking Horse Purchaser.

G. Sale Is As Is/Where Is

Except as otherwise provided in the Stalking Horse Agreement, any Modified Asset Purchase Agreement or any order by the Courts approving any Sale of the Acquired Assets or a Permitted Asset Group as contemplated hereunder, the Acquired Assets or a Permitted Asset Group sold pursuant to the Bidding Procedures shall be conveyed at the closing of the purchase and sale in their then-present condition, **"AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

H. Closing the Auction

The Auction shall continue in additional rounds of bidding until the Sellers select, after consultation with the Consultation Parties, the Bid that is the highest or otherwise best offer for all or substantially all of the Acquired Assets or a Permitted Asset Group (a “Successful Bid,” and the Bidder submitting such Successful Bid, a “Successful Bidder”). The Successful Bidder shall have the rights and responsibilities of the purchaser as set forth in the Stalking Horse Agreement or Modified Asset Purchase Agreement. In selecting each Successful Bid, the Sellers, in consultation with the Consultation Parties, shall consider the Bid Assessment Criteria.

The Auction for the Acquired Assets or a Permitted Asset Group shall close when the Successful Bidder submits a fully executed sale and transaction documents memorializing the terms of its Successful Bid.

Promptly following the Sellers’ selection, after consulting with the Consultation Parties, of the Successful Bid and the conclusion of the Auction, the Sellers shall announce the Successful Bid and the Successful Bidder and shall file with the Courts notice of the Successful Bid and the Successful Bidder.

The Sellers shall not consider any Bids submitted after the conclusion of the Auction.

I. Backup Bidder

Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next highest or otherwise best Bid at the Auction with respect to all or substantially all of the Acquired Assets or a Permitted Asset Group, as determined by the Sellers, in the exercise of their business judgment and after consulting with the Consultation Parties, will be designated as the backup bidder (the “Backup Bidder”). The Backup Bidder shall be required to keep its last submitted Bid (the “Backup Bid”) open and irrevocable until the closing of the transaction with the Successful Bidder.

Following the Sale Hearing, if the Successful Bidder fails to consummate the purchase of the Acquired Assets or a Permitted Asset Group, the Sellers may deem the Backup Bidder to have the new Successful Bid, and the Sellers will be authorized, without further order of the Courts, to consummate the transaction with such Backup Bidder at the price of its last bid. Such Backup Bidder will be deemed to be the Successful Bidder and the Sellers will be authorized, but not directed, to effectuate a sale to such Backup Bidder subject to the terms of the Backup Bid without further order of the Courts. All Qualified Bids (other than the Successful Bid and the Backup Bid) shall be deemed rejected by the Sellers on and as of the date that the Courts approve the Bid as the Successful Bid. The Sellers, on their behalf and on behalf of each of their respective estates, specifically reserve the right to seek all available damages, including specific performance, from any defaulting Successful Bidder (including any Backup Bidder designated as a Successful Bidder) in accordance with the terms of the Bidding Procedures; provided, however, that the Good Faith Deposit shall be the sole and exclusive monetary remedy

and liquidated damages of the Sellers for any default by a Successful Bidder under the Bidding Procedures.

For the avoidance of doubt, in the event that there is a Successful Bidder (other than the Stalking Horse Purchaser) with respect to all or substantially all of the Acquired Assets, or the Permitted Asset Group(s), the Stalking Horse Purchaser will be deemed to be the Backup Bidder at the price of its last overbid with respect to the Acquired Assets and will be subject to the terms contained in the immediately preceding paragraph.

VII. BID PROTECTIONS

Pursuant to the Bidding Procedures Order, the Stalking Horse Purchaser is entitled to the Bid Protections in the amounts set forth in, and in accordance with the terms of, the Stalking Horse Agreement and the Bidding Procedures Order.

Pursuant to the Bidding Procedures Order, except for the Stalking Horse Purchaser, no other party submitting an offer or Bid or a Qualified Bid shall be entitled to any expense reimbursement, breakup fee, termination or similar fee or payment.

The Stalking Horse Purchaser shall have standing to appear and be heard on all issues related to the Auction, the Sale, and related matters, including the right to object to the sale of the Acquired Assets or a Permitted Asset Group or any portion thereof (including the conduct of the Auction and interpretation of these Bidding Procedures Order).

SALE HEARING

The Successful Bid and Backup Bid (or, if no Qualified Bid other than that of the Stalking Horse Purchaser is received, then the Stalking Horse Agreement) will be subject to approval by the Courts. The sale hearings to approve the Successful Bid and any Backup Bid (or, the Stalking Horse Agreement for the Acquired Assets, if no Qualified Bid other than that of the Stalking Horse Purchaser is received) shall take place on **February 6, 2017 at 10:00 a.m. (EDT)** before the Courts (the "Sale Hearing"). A joint hearing before both courts may take place.

VIII. RETURN OF GOOD FAITH DEPOSITS

The Good Faith Deposits of all Qualified Bidders (other than the Stalking Horse Purchaser) shall be held in one or more interest-bearing escrow accounts by the Sellers, but shall not become property of the Sellers' estates absent further order of the Courts or as expressly provided below. The Good Faith Deposit of any Qualified Bidder that is neither a Successful Bidder nor a Backup Bidder shall be returned to such Qualified Bidder not later than five (5) business days after the conclusion of the Sale Hearing. The Good Faith Deposit of a Backup Bidder, if any, shall be returned to such Backup Bidder no later than seventy-two (72) hours after the closing of the transaction with the Successful Bidder. Upon the return of the Good Faith Deposits, their respective owners shall receive any and all interest that will have accrued thereon. If the Successful Bidder timely closes on the winning transaction, its Good Faith Deposit shall be credited towards the applicable purchase price. If the Successful Bidder (or Backup Bidder, if applicable) fails to consummate an Alternate Transaction because of a breach or failure to

perform on the part of such Successful Bidder (or Backup Bidder, if applicable), the Sellers will not have any obligation to return the Good Faith Deposit deposited by such Successful Bidder (or Backup Bidder, if applicable), and such Good Faith Deposit shall irrevocably become property of the Sellers. The Good Faith Deposit of the Stalking Horse Purchaser shall be held in an escrow account as provided in the Stalking Horse Agreement and shall be returned to the Stalking Horse Purchaser in accordance with the Stalking Horse Agreement.

IX. RESERVATION OF RIGHTS OF THE SELLERS

Except as otherwise provided in the Stalking Horse Agreement, the Bidding Procedures or the Bidding Procedures Order, the Sellers further reserve the right as they may reasonably determine to be in the best interest of their estates, in consultation with the Consultation Parties:

- A. determine which Bidder(s) is a Qualified Bidder(s);
- B. determine which Bid(s) is a Qualified Bid(s);
- C. determine which Qualified Bid is the highest or best proposal for the Acquired Assets or a Permitted Asset Group and which is the next highest or best proposal for the Acquired Assets or a Permitted Asset Group;
- D. reject any Bid that is (1) inadequate or insufficient, (2) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (3) contrary to the best interests of the Sellers and their estates;
- E. impose additional terms and conditions with respect to all potential Bidders;
- F. extend the deadlines set forth herein; and
- G. modify the Bidding Procedures and implement additional procedural rules that the Sellers determine, in their business judgment will better promote the goals of the bidding process and discharge the Sellers' fiduciary duties; provided however that any modification or additions to the Bidding Procedures shall not be inconsistent with the Stalking Horse Agreement, the Bidding Procedures Order or any other Order of the Courts, unless agreed in writing by the Stalking Horse Purchaser and Sellers or otherwise ordered by the Courts.

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

**ORDER
(Re: Bidding Procedures Approval)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613

Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230

Kathryn Esaw LSUC#: 58264F
Tel: (416) 869-5230
Fax: (416) 947-0866

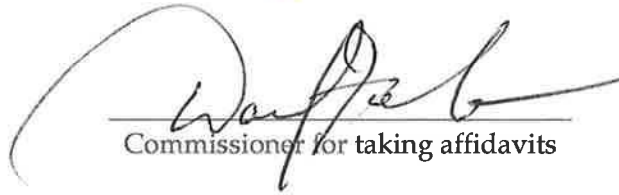
Lawyers for the Applicants

EXHIBIT “C”

Exhibit "C" to the Affidavit

Of Brian J. Fox, sworn

January 24, 2017



Commissioner for taking affidavits

Daniel Feigenbaum
Notary Public State of New York
02FE6203476
Qualified in Nassau County
Commission Expires 04/06/2017

ASSET PURCHASE AGREEMENT

BY AND AMONG

PERFORMANCE SPORTS GROUP LTD.

AND

THE OTHER ENTITIES IDENTIFIED HEREIN AS SELLERS

AND

9938982 CANADA INC.

DATED AS OF OCTOBER 31, 2016

TABLE OF CONTENTS

	Page
ARTICLE I INTERPRETATION	2
Section 1.1 Definitions.....	2
Section 1.2 Interpretation.....	22
ARTICLE II PURCHASE AND SALE OF ACQUIRED ASSETS	23
Section 2.1 Acquired Assets	23
Section 2.2 Excluded Assets	25
Section 2.3 Assumed Liabilities	27
Section 2.4 Excluded Liabilities	28
Section 2.5 Certain Covenants Related to Seller Contracts	29
Section 2.6 Purchase Price	32
Section 2.7 Closing of the Transactions Contemplated by this Agreement	34
Section 2.8 Designated Purchaser(s); Local Sale Agreements	35
ARTICLE III REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	36
Section 3.1 Organization and Corporate Power.....	36
Section 3.2 Authorization; Binding Effect; No Breach	36
Section 3.3 Purchaser's Acknowledgments.....	37
Section 3.4 Brokers.....	38
Section 3.5 GST and QST Registration	39
Section 3.6 Financing.....	39
Section 3.7 Investment Canada Act	40
Section 3.8 Qualification.	40
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS	40
Section 4.1 Organization and Corporate Power.....	40
Section 4.2 Subsidiaries and Investments	41
Section 4.3 Authorization; Binding Effect; No Breach	42
Section 4.4 Title to Tangible Assets	42
Section 4.5 Material Contracts.....	42
Section 4.6 Intellectual Property.....	44
Section 4.7 Litigation.....	46
Section 4.8 Financial Statements	46
Section 4.9 Compliance with Laws; Consents.....	47
Section 4.10 Real Property	48
Section 4.11 Environmental Matters.....	49
Section 4.12 Labor and Employee Benefits Matters	50
Section 4.13 Taxes.....	54
Section 4.14 Absence of Certain Developments; No Undisclosed Liabilities.....	56
Section 4.15 Material Customers, Suppliers and Licensors	56

Section 4.16	Affiliate Transactions.....	56
Section 4.17	Insurance	57
Section 4.18	Banks.....	57
Section 4.19	Brokers; Advisors Fees	57
Section 4.20	Not a Non-Resident.....	57
Section 4.21	Taxable Canadian Property.....	57
Section 4.22	GST and QST Registration	58
Section 4.23	Competition Act.....	58
ARTICLE V COVENANTS AND OTHER AGREEMENTS.....		58
Section 5.1	Bankruptcy Actions	58
Section 5.2	Cooperation.....	59
Section 5.3	Regulatory Approvals	59
Section 5.4	Pre-Closing Access to Information.....	61
Section 5.5	Public Announcements	62
Section 5.6	Further Actions	62
Section 5.7	Conduct of Business	63
Section 5.8	Provision of Additional Information.....	66
Section 5.9	Transaction Expenses.....	66
Section 5.10	Confidentiality	66
Section 5.11	Certain Payments or Instruments Received from Third Parties.....	67
Section 5.12	Post-Closing Assistance for Litigation	67
Section 5.13	Insurance Matters.....	68
Section 5.14	Maintenance of Books and Records	68
Section 5.15	Reserve Payment Amount.....	69
Section 5.16	Name Change.....	69
Section 5.17	Obligations in Respect of Financings	69
Section 5.18	Pre-Closing Reorganization.....	71
Section 5.19	Wind Down.....	71
ARTICLE VI TAX MATTERS		72
Section 6.1	Transfer Taxes	72
Section 6.2	Tax Elections	72
Section 6.3	Withholding Taxes.....	73
Section 6.4	Records	74
Section 6.5	Property Tax Allocation.....	75
Section 6.6	Cooperation.....	75
Section 6.7	Tax Returns	75
Section 6.8	Release of PCR AE Holdback Amount	75
ARTICLE VII EMPLOYMENT MATTERS.....		76
Section 7.1	Employment Obligations with Respect to Employees.....	76
Section 7.2	Employment Obligations with Respect to Union Employees.....	77
Section 7.3	Excluded Employee Liabilities	77

Section 7.4	Other Employee Covenants	77
Section 7.5	No Obligation.....	79
ARTICLE VIII CONDITIONS TO THE CLOSING.....		80
Section 8.1	Conditions to Each Party’s Obligation	80
Section 8.2	Conditions to Sellers’ Obligation	80
Section 8.3	Conditions to Purchaser’s Obligation	81
ARTICLE IX TERMINATION.....		82
Section 9.1	Termination.....	82
Section 9.2	Effects of Termination	85
ARTICLE X MISCELLANEOUS		86
Section 10.1	No Survival of Representations and Warranties or Covenants.....	86
Section 10.2	Waiver; Remedies	87
Section 10.3	No Third-Party Beneficiaries	87
Section 10.4	Consent to Amendments; Waivers.....	88
Section 10.5	Successors and Assigns.....	88
Section 10.6	Governing Law; Submission to Jurisdiction; Waiver of Jury Trial	88
Section 10.7	Notices	89
Section 10.8	Exhibits; Sellers Disclosure Letter.....	92
Section 10.9	Counterparts.....	92
Section 10.10	No Presumption	92
Section 10.11	Severability	92
Section 10.12	Entire Agreement.....	92
Section 10.13	Damages.....	92
Section 10.14	Bulk Sales Laws.....	93
Section 10.15	Non-Recourse	93

EXHIBITS

Exhibit A	Subsidiary Sellers
Exhibit B	[RESERVED]
Exhibit C	Form of Counterpart to the Asset Purchase Agreement
Exhibit D-1	Form of Canadian Bidding Procedures Order
Exhibit D-2	Form of U.S. Bidding Procedures Order
Exhibit E-1	Form of Canadian Sale Order
Exhibit E-2	Form of U.S. Sale Order

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of October 31, 2016, is entered into by and among Performance Sports Group Ltd., an entity formed under the Laws of British Columbia (the “Company”), the Subsidiaries of the Company listed in Exhibit A hereto (collectively, together with the Company, “Sellers”) and 9938982 Canada Inc., a corporation organized under the Laws of Canada (“Purchaser”).

WITNESSETH:

WHEREAS, Sellers beneficially own and operate the Business (as defined below);

WHEREAS, on October 31, 2016 (the “Petition Date”), the Company, 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., and PSG Innovation Inc. (collectively, the “Canadian Debtors”) will file with the Ontario Superior Court of Justice (Commercial List) (the “CCAA Court”) an initial application for relief under the *Companies’ Creditors Arrangement Act* (Canada) (the “CCAA”) (the proceedings commenced by such application, the “CCAA Proceedings”);

WHEREAS, on the Petition Date, the Company, 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., and PSG Innovation Inc. (collectively, the “U.S. Debtors”) will commence voluntary proceedings (the “Chapter 11 Cases”) under Chapter 11 of the U.S. Bankruptcy Code by filing petitions for relief in the United States Bankruptcy Court for the District of Delaware (the “U.S. Bankruptcy Court”);

WHEREAS, Sellers have agreed to transfer to Purchaser or the Designated Purchasers, and Purchaser has agreed to purchase and assume, or cause the Designated Purchasers to purchase and assume, the Acquired Assets and the Assumed Liabilities from Sellers upon the terms and subject to the conditions set forth hereinafter (including the Auction);

WHEREAS, on October 27, 2016, the Company and Purchaser entered into that certain letter agreement, pursuant to which the Company paid Purchaser a fee equal to \$2,500,000 (the “Work Fee”) in connection with, among other things, the negotiation, documentation and consummation of the transactions contemplated by this Agreement; and

WHEREAS, in connection with the entry into this Agreement, Purchaser is causing to be deposited on its behalf an aggregate amount equal to \$28,750,000 in cash as a “good faith deposit” (the “Deposit”) by wire transfer of immediately available funds to Citibank, N.A. (the “Deposit Escrow Agent”), to be held in escrow in accordance with the terms of the escrow

agreement (the “Deposit Escrow Agreement”) entered into on the date hereof between and among Purchaser, the Company and Deposit Escrow Agent;

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby (the sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE I INTERPRETATION

Section 1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

“280G Approval” has the meaning set forth in Section 7.4(e)(ii).

“ABL DIP Credit Agreement” means the senior secured asset-based revolving credit facility in a principal amount not to exceed \$200,000,000 among Bank of America, N.A. and certain lenders thereunder.

“Acceptable Confidentiality Agreement” means a confidentiality agreement that contains confidentiality, non-use and other provisions that are no less favorable in the aggregate to the Company than those contained in the Confidentiality Agreement.

“Accounts Receivable” has the meaning set forth in Section 2.1(b)(iv).

“Acquired Assets” has the meaning set forth in Section 2.1(b).

“Acquired Entities” means (a) each of the following Subsidiaries of the Company: Performance Sports Group Hong Kong Limited, an entity formed under the Laws of Hong Kong; Bauer Hockey AB, an entity formed under the Laws of Sweden; Bauer Hockey GmbH, an entity formed under the Laws of Germany; and Jacmal BV, an entity formed under the Laws of the Netherlands, and (b) for all purposes in this Agreement other than Section 8.3(j), each of the non-North American Subsidiaries of such Subsidiaries listed in the forgoing clause (a).

“Acquired Investments” means the Equity Interests in the Persons set forth on Schedule 1.1(a) of the Sellers Disclosure Letter.

“Acquired Person Organizational Documents” has the meaning set forth in Section 4.2(d).

“Acquired Tax Assets” has the meaning set forth in Section 2.1(b)(xv).

“Action” means any action, cause of action, claim, charge, formal complaint, summons, demand, lawsuit, litigation, arbitration, mediation, proceeding (including any civil, criminal, administrative, regulatory, investigative or appellate proceeding), prosecution, contest, hearing, formal inquiry or inquest, audit, examination, subpoena or formal investigation commenced, brought, conducted or heard by or before any Government Entity.

“Adequate Assurance Deposit” means all deposits (whether maintained in escrow or otherwise) or other security provided in favor of a utility as adequate assurance of payment pursuant to section 366 of the U.S. Bankruptcy Code.

“Advance Ruling Certificate” means an advance ruling certificate issued by the Commissioner pursuant to section 102 of the Competition Act with respect to the transactions contemplated by this Agreement.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person; *provided, however*, that no Seller or any Subsidiary of any Seller shall be deemed an “Affiliate” of Purchaser or any of its Controlling Persons.

“Agreement” means this Asset Purchase Agreement, the Sellers Disclosure Letter and all Exhibits and Schedules attached hereto and thereto and all amendments, restatements or supplements hereto and thereto made in accordance with Section 10.4.

“Alternative DIP Credit Agreement” means any agreement providing for debtor-in-possession debt financing, other than the ABL DIP Credit Agreement or the Sponsor DIP Credit Agreement.

“Alternative Financing” has the meaning set forth in Section 5.17(b).

“Alternative Transaction” means the sale, transfer or other disposition, directly or indirectly, including through an asset sale, share sale, merger, amalgamation, foreclosure or other transaction, including a plan of arrangement and compromise approved by the CCAA Court or a plan of arrangement approved by any other Canadian Court, any plan of reorganization or plan of liquidation approved by the U.S. Bankruptcy Court, or resulting from the Auction, of any material portion of the assets or Equity Interests of any Seller or any Subsidiary, in a single transaction or a series of transactions, with one or more Persons other than Purchaser and/or its Affiliates; *provided, however*, that any sale or other disposition of the Inaria Sports Business shall not be deemed an Alternative Transaction.

“Anti-Corruption Laws” means all U.S. and non-U.S. Laws relating to the prevention of corruption and bribery, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act of 2010.

“Antitrust Approvals” means the HSR Approval, the Mandatory Antitrust Approvals, and, if the Parties determine that the transactions contemplated by this agreement are subject to notification under Part IX of the Competition Act, the Competition Act Approval.

“Antitrust Laws” means the Competition Act, the HSR Act, and any competition, merger control and antitrust Law of any other applicable supranational, national, federal, state, provincial or local Law designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolizing or restraining trade or lessening competition of any other country or jurisdiction, to the extent applicable to the transactions contemplated by this Agreement.

“Asset Allocation Schedule(s)” has the meaning set forth in Section 2.6(c)(ii).

“Assigned Actions” has the meaning set forth in Section 2.3(a)(vi).

“Assigned Contracts” means all Designated Seller Contracts other than Non-Assigned Contracts.

“Assumed Liabilities” has the meaning set forth in Section 2.3(a).

“Assumption Schedule” has the meaning set forth in Section 2.5(g).

“Auction” has the meaning set forth in the definition of Sale Motions.

“Avoidance Action” means any Action of any Seller or its estate arising under (a) Chapter 5 of the U.S. Bankruptcy Code and any analogous state law Action relating to the Acquired Assets or the Business, and (b) the *Bankruptcy and Insolvency Act* (Canada), as incorporated into the CCAA, to void preferences and transfers at undervalue, or oppression remedies, or any other analogous Action under Canadian federal or provincial law relating to the Acquired Assets or the Business to the extent such assignment is permitted by Canadian law.

“Back-up Bidder” has the meaning set forth in Section 5.1(g).

“Bankruptcy Consents” has the meaning set forth in Section 4.1(a).

“Bankruptcy Court” means any or all of, as the context may require, the CCAA Court, the U.S. Bankruptcy Court and any other court before which Bankruptcy Proceedings are held.

“Bankruptcy Laws” means the CCAA, the *Bankruptcy and Insolvency Act* (Canada), the U.S. Bankruptcy Code and the other applicable insolvency Laws of any jurisdiction where Bankruptcy Proceedings are held.

“Bankruptcy Proceedings” means the CCAA Proceedings and the Chapter 11 Cases, in each case, any proceedings thereunder, as well as any other voluntary or involuntary bankruptcy, insolvency, administration or similar judicial proceedings concerning any Sellers or any of their Subsidiaries that are held from time to time.

“Base Purchase Price” means \$575,000,000.

“Bidding Procedures Order” means one or more orders setting forth the bidding procedures in connection with the sale of the Acquired Assets in form and substance as set forth on Exhibit D-1 (in the case of the CCAA Court) and Exhibit D-2 (in the case of the U.S. Bankruptcy Court) or otherwise in form and substance reasonably acceptable to Purchaser.

“Blainville Collective Labor Agreement” means the Collective Agreement effective December 1, 2012, between Bauer Hockey Corp. and United Steelworkers, Union Local 967.

“Break-Up Fee” has the meaning set forth in Section 9.2(b).

“Business” means the business of Sellers including design, manufacture, sale and distribution of sports equipment, apparel and related accessories for hockey, lacrosse, baseball, soccer and softball.

“Business Day” means a day on which banks are opened for business (but expressly excluding Saturdays, Sundays, and statutory or civic holidays) in both (i) New York, New York, U.S. and (ii) Toronto, Ontario, Canada.

“Business Information” has the meaning set forth in Section 2.1(b)(xi).

“Business Marks” has the meaning set forth in Section 5.16.

“Business Systems” has the meaning set forth in Section 4.6(f).

“Canadian Court” means the CCAA Court, the Ontario Court of Appeal, the Supreme Court of Canada or any other court of competent jurisdiction overseeing the CCAA Proceedings (including any appeals) from time to time.

“Canadian Debtors” has the meaning set forth in the recitals.

“Canadian Securities Laws” means, collectively, the securities laws of each province and territory of Canada and the respective regulations, rules, blanket rulings, orders and notices made thereunder and the national, multilateral and local instruments and published policies adopted by the Canadian Securities Regulators.

“Canadian Securities Regulators” means, collectively, the securities commission or securities regulatory authority in each of the provinces and territories of Canada.

“Capitalized Leases” means any Leases that (x) have been capitalized by Sellers in the Most Recent Seller Financial Statements or (y) are required under GAAP to be treated as capitalized leases.

“Cash and Cash Equivalents” means cash (including petty cash, checks received prior to the close of business on the Closing Date and restricted cash supporting letters of credit), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held (but specifically excluding any cash payable by Purchaser to any Seller pursuant to this Agreement and expressly excluding any Purchased Deposits).

“CCAA” has the meaning set forth in the recitals.

“CCAA Court” has the meaning set forth in the recitals.

“CCAA Proceedings” has the meaning set forth in the recitals.

“Change” and/or “Changes” has the meaning set forth in the definition of “Material Adverse Effect.”

“Chapter 11 Cases” has the meaning set forth in the recitals.

“Claim” has the meaning set forth in section 101(5) of the U.S. Bankruptcy Code or in Section 2 of the CCAA.

“Cleanup” means all actions required by a Government Entity or under Environmental Laws to: (i) investigate, monitor, cleanup, remove, transport, treat or remediate Hazardous Materials in the environment; (ii) prevent the Release of Hazardous Materials into the environment; or (iii) perform pre-remedial studies and investigations and post-remedial monitoring and care.

“Clearance Certificate” has the meaning set forth in Section 6.1(a).

“Closing” has the meaning set forth in Section 2.7(a).

“Closing Cash Payment” has the meaning set forth in Section 2.6(b).

“Closing Date” has the meaning set forth in Section 2.7(a).

“Closing Purchase Price” has the meaning set forth in Section 2.6(a).

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

“Collective Labor Agreement” means any Contract that a Person has entered into with any union, collective bargaining agent, works council, or other labor organization.

“Commissioner” means the Commissioner of Competition appointed under the Competition Act or any person duly authorized to exercise the powers and perform the duties of the Commissioner of Competition.

“Commitment Letters” has the meaning set forth in Section 3.6.

“Company” has the meaning set forth in the preamble.

“Company Board” means the Board of Directors of the Company.

“Company Related Party” means each of (a) the Company, (b) Sellers, (c) each of their respective former, current and future Affiliates and (d) any directors, officers, employees, representatives, equityholders, members, managers, partners, Affiliates, successors or permitted assigns of any of the foregoing.

“Competition Act” means the *Competition Act* (Canada), as amended.

“Competition Act Approval” means: (a) the issuance of an Advance Ruling Certificate and such Advance Ruling Certificate has not been rescinded prior to Closing; (b) Purchaser and Sellers have given the notice required under section 114 of the Competition Act with respect to

the transactions contemplated by this Agreement and the applicable waiting period under section 123 of the Competition Act has expired or has been waived in accordance with the Competition Act; or (c) the parties are exempt from the obligation to give the requisite notice pursuant to paragraph 113(c) of the Competition Act, and, in the case of clauses (b) or (c), Purchaser has been advised in writing by the Commissioner that he does not, at that time, intend to make an application under section 92 of the Competition Act in respect of the transactions contemplated by this Agreement (“no-action letter”), and such advice has not been rescinded prior to Closing.

“Confidential Information” means, in relation to a Party (the “Discloser”): (a) all information, in whatever form communicated or maintained, whether orally, in writing, electronically, in computer readable form or otherwise, that the Discloser discloses to, or that is gathered by inspection by a Party (the “Recipient”) or any of the Recipient’s Representatives in the course of the Recipient’s review of the transactions contemplated by this Agreement, whether provided before, on or after the date of this Agreement, including information that contains or otherwise reflects information concerning the Discloser or its businesses, affairs, financial condition, assets, liabilities, operations, prospects or activities, and specifically includes financial information, budgets, business plans, ways of doing business, business results, prospects, customer lists, forecasts, engineering reports, environmental reports, evaluations, legal opinions, names of venture partners and contractual parties, and any information provided to the Discloser by third parties under circumstances in which the Discloser has an obligation to protect the confidentiality of such information; (b) all plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any confidential information regardless of the identity of the Person preparing the same (“Notes”); (c) the existence and terms of this Agreement; and (d) the fact that information has been disclosed or made available to the Recipient or the Recipient’s Representatives; but does not include any information that: (x) is at the time of disclosure to the Recipient or thereafter becomes generally available to the public, other than as a result of a disclosure by the Recipient or any of the Recipient’s Representatives in breach of this Agreement; (y) is or was received by the Recipient on a non-confidential basis from a source other than the Discloser or its Representatives if such source is not known to the Recipient to be prohibited from disclosing the information to the Recipient by a confidentiality agreement with, or a contractual, fiduciary or other legal confidentiality obligation to, the Discloser; or (z) was known by the Recipient prior to disclosure in connection with the transactions contemplated by this Agreement and was not subject to any contractual, fiduciary or other legal confidentiality obligation on the part of the Recipient.

“Confidentiality Agreement” means that certain Confidentiality Agreement, dated as of September 2, 2016, by and between Sagard Capital Partners, L.P. and the Company and any letters of adherence thereto.

“Consent” means any approval, authorization, consent, order, license, permission, permit, qualification, exemption or waiver by any Government Entity or other Third Party, including any Environmental Permit.

“Contract” means any legally binding contract, agreement, obligation, license, sublicense, undertaking, instrument, lease, sublease, ground lease, mortgage, commitment or other arrangement, whether written or oral.

“Control”, including, with its correlative meanings, “Controlled by”, “Controlling” and “under common Control with”, means, in connection with a given Person, the possession, directly or indirectly, of the power to either (a) elect more than fifty percent (50%) of the directors of such Person or (b) direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, Contract or otherwise.

“Copyrights” means all U.S., Canadian and other non-U.S. copyrights and works of authorship, whether registered or unregistered, including all U.S. and Canadian copyright registrations and applications for registration and equivalents outside of the U.S. and Canada, all moral rights and rights of attribution and integrity, all common law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright interests accruing by reason of any international copyright convention or treaty.

“Courts” has the meaning set forth in Section 10.6(b).

“Covered Assets and Persons” has the meaning set forth in Section 5.13(a).

“CRA” means the Canada Revenue Agency.

“Credit Bid Amount” has the meaning set forth in Section 2.6(b).

“Cure Cost” means, as applicable, (a) with respect to any U.S. Debtor, any amounts or assurances required by Section 365(b)(1) of the U.S. Bankruptcy Code under any applicable Designated Seller Contract or (b) with respect to any Canadian Debtor, any amounts required to satisfy monetary defaults in relation to the applicable Designated Seller Contract pursuant to Section 11.3 of the CCAA. For the avoidance of doubt, for all purposes hereof, “Cure Costs” shall also include defaults, if any, during the period after the Petition Date and prior to the Closing Date.

“Debt Commitment Letter” has the meaning set forth in Section 3.6.

“Debt Financing” has the meaning set forth in Section 3.6.

“Debt Financing Sources” means the entities that have committed to provide the Debt Financing, any Alternative Financing or other debt financings in connection with the transactions contemplated hereby (including the parties to the Debt Commitment Letter and any joinder agreements relating thereto) and their respective Affiliates and such entities’ and their respective Affiliates’, officers, directors, employees, attorneys, advisors, agents and representatives involved in such debt financings and their successors and permitted assigns.

“Debtor Estates” means the estates of the U.S. Debtors.

“Deposit” has the meaning set forth in the recitals.

“Deposit Escrow Agent” has the meaning set forth in the recitals.

“Designated Purchaser” has the meaning set forth in Section 2.8(a).

“Designated Seller Contracts” has the meaning set forth in Section 2.1(b)(i).

“DIP Credit Agreement” means either (a) a Sponsor DIP Credit Agreement, or (b) any Alternative DIP Credit Agreement, as applicable, in either case, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and as permitted hereunder.

“Discloser” has the meaning set forth in the definition of Confidential Information.

“Easton Hockey Acquisition” means the acquisition by one or more Sellers of certain assets and liabilities of Easton Hockey Holdings, Inc.

“Effective Hire Date” means the day on which the employment of an Employee commences with Purchaser or its Affiliates as provided in this Agreement.

“Employee” means each employee of any Seller or any of their respective Subsidiaries engaged in the Business, whether active or inactive.

“Employee Information” has the meaning set forth in Section 4.12(b).

“Employee Records” has the meaning set forth in Section 2.1(b)(xi).

“Employee Transfer Time” means, with respect to each jurisdiction where Employees will become Transferred Employees in accordance with this Agreement, 12:01 a.m. local time in such jurisdiction on the calendar day immediately following the Closing.

“Environmental Claim” means any Action, written notice, ministerial order, court order, notice of infraction, administrative penalty or statement of offence by any Person alleging potential Liability (including potential Liability for investigatory costs, Cleanup costs, Government Entity response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, Release or threatened Release of, or exposure to, any Hazardous Materials at any location, whether or not owned or operated by Sellers, or in any Products, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

“Environmental Law” means any Law relating to pollution or protection of the environment, natural resources or public or worker health and safety (as it relates to exposure to Hazardous Materials), including Laws relating to the exposure to, or Releases or threatened Releases of, Hazardous Materials or otherwise relating to the manufacture, presence, processing, distribution, use, treatment, storage, Release, transport or handling of Hazardous Materials and all Laws with regard to marketing, labeling, registration, packaging, import, recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

“Environmental Permit” means any permit, approval, license, certificate, consent, registration, certificate of authorization and depollution attestation or other authorization required under any Environmental Law to (a) conduct the Business or (b) in relation to the Acquired Assets.

“Equity Commitment Letter” has the meaning set forth in Section 3.6.

“Equity Financing” has the meaning set forth in Section 3.6.

“Equity Interest” means, with respect to any Person, (a) any share or other similar interest, however designated, in the equity of such Person, including shares, capital stock, partnership interests and membership interests (including any phantom equity interests or similar payment rights, whether or not constituting securities), (b) any option or warrant with respect thereto and any other right to acquire any such interest (including any subscription, call, or other right relating to the grant, issuance, exchange, purchase, voting or transfer of any of the foregoing) and any securities or other rights convertible into or exercisable or exchangeable for any such interest or (iii) any Indebtedness issued by such Person that has the right to vote on any matters on which the holders of Equity Interests described in clauses (a) or (b) of this definition of such Person are entitled to vote.

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

“Ex-Im Laws” means all U.S., Canadian and other Laws relating to export, reexport, transfer, import and import controls, including (a) the Export Administration Regulations, (b) the customs and import Laws administered by U.S. Customs and Border Protection, (c) the customs and import Laws of Canada such as the Customs Act (Canada), Customs Tariff (Canada), and Export and Import Permits Act (Canada) among others, and (d) similar laws of the EU including but not limited to the EU Dual Use Regulation.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Employee Liabilities” has the meaning set forth in Section 7.3.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Excluded Seller Contract” means any Seller Contract that is not a Designated Seller Contract.

“Expense Reimbursement” has the meaning set forth in Section 9.2(b).

“Extended Outside Date” has the meaning set forth in Section 9.1(a)(ii).

“Final Order” means (a) in the case of a Government Entity, other than the Canadian Court, an action taken or order issued by the applicable Government Entity as to which: (i) no request for stay of the action or order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or order, or protest of any kind, is pending before the Government Entity and the time for filing any such petition or protest has passed; (iii) the Government Entity does not have the action or order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or order is not then under judicial review, there is no notice of leave to appeal, appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions

thereof, and (b) in the case of an Order of a Canadian Court, an Order: (i) as to which no appeal, leave to appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed (in cases in which there is a date by which such filing is required to occur, it being understood that with respect to an order issued by the CCAA Court, the time period for seeking leave to appeal shall be deemed to have elapsed on the date that is twenty-two (22) days after the rendering of such order unless a motion has been made to extend such time period) or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all material respects without the possibility for further appeal thereon; (ii) in respect of which the time period for instituting or filing an appeal, leave to appeal, motion for rehearing or motion for new trial shall have expired (in cases in which such time period is capable of expiring, it being understood that with respect to an order issued by the CCAA Court, the time period for seeking leave to appeal shall be deemed to have elapsed on the date that is 22 days after the rendering of such order unless a motion has been made to extend such time period); and (iii) as to which no stay is in effect.

“Financings” has the meaning set forth in Section 3.6.

“GAAP” means the United States generally accepted accounting principles.

“Government Entity” means any U.S., Canadian, foreign, domestic, federal, territorial, provincial, state, municipal or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, bureau, commission, stock exchange, tribunal or organization, or any government owned or controlled corporation or other body or authority that is established to perform a public duty on behalf of government, or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, or any arbitral body (public or private), or any public international organization that is formed by two or more states or governments.

“Government Official” shall mean any officer or employee of a Government Entity.

“GST” means goods and services tax, including harmonized sales tax, payable under Part IX of the *Excise Tax Act* (Canada).

“Hazardous Materials” means petroleum, petroleum products, asbestos in any form that is friable, toxic mold, urea formaldehyde foam insulation, lead based paints, polychlorinated biphenyls or any other material or substance regulated pursuant to Environmental Laws, as “hazardous”, “hazardous waste”, “residual”, “residual hazardous”, “radioactive”, “deleterious”, “toxic”, “caustic”, “dangerous”, a contaminant, a pollutant, a “waste”, a “special waste”, a “source of contamination” or “source of pollution” or with words of similar meaning or regulatory effect.

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

“HSR Approval” means expiration of all applicable waiting periods under the HSR Act (including any voluntary agreed extensions) or earlier termination thereof.

“Inaria Sports Business” means the business of designing, developing, marketing, manufacturing, selling and distributing soccer equipment, products, gear, apparel and related accessories carried on by Bauer Performance Sports Uniforms Corp. and Bauer Performance Sports Uniforms Inc. under the “INARIA” brand name.

“Indebtedness” of any Person means, without duplication, (a) the interest in respect of principal of and premium (if any) in respect of (i) indebtedness of such Person for money borrowed and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (b) all Liabilities of such Person with respect to any Contracts relating to the deferred and unpaid purchase price of property or services, including any interest accrued thereon and prepayment or similar penalties and expenses; (c) all Liabilities of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (d) all Liabilities of the types referred to in clauses (a) through (c) of any Person for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (e) all obligations of the types referred to in clauses (a) through (d) of other Persons secured by any Lien (other than Permitted Encumbrances), on any property or asset of such Person (whether or not such obligation is assumed by such Person).

“Initial Allocation” has the meaning set forth in Section 2.6(c)(i).

“Initial Allocation Principle” has the meaning set forth in Section 2.6(c)(i).

“Intellectual Property” means all U.S., Canadian and other intellectual and industrial property rights of any kind worldwide, including all: (a) Trademarks; (b) Patents; (c) inventions, processes, methods and designs, whether or not patentable and whether or not a patent has been issued or a patent application has been made therefor; (d) Copyrights; (e) mask works; (f) Trade Secrets, Know-How, and other proprietary, confidential, or business information; (g) Software; (h) usernames, keywords, tags, and other social media identifiers; (i) rights in the foregoing, and all rights and remedies (including the right to sue for and recover damages, profits and any other remedy) for past, present, or future infringement, misappropriation, or other violation relating to any of the foregoing; and (j) rights of publicity.

“Investment Canada Act” means the *Investment Canada Act* (Canada), as amended.

“IRS” means the United States Internal Revenue Service.

“Know-How” means scientific, engineering, mechanical, electrical, financial, marketing, practical and other knowledge or experience.

“Knowledge of Purchaser” or a similar phrase shall mean, the actual knowledge of Samuel Robinson and Jeff Johnson.

“Knowledge of Sellers” or a similar phrase shall mean, the actual knowledge, after reasonable inquiry of such Persons’ respective direct reports, of Harlan Kent, Mark Vendetti and Michael Wall.

“Law” means any U.S., Canadian, foreign, domestic, federal, territorial, state, provincial, local or municipal statute, law, common law, ordinance, rule, regulation or Order.

“Leased Real Property” has the meaning set forth in Section 4.10(a).

“Leases” has the meaning set forth in Section 4.10(a).

“Liabilities” means debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Law or Action and those arising under any Contract or otherwise, including Tax liabilities.

“Lien” means any lien, mortgage, pledge or security interest, hypothec (including legal hypothecs), encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, real property license, contingent rights (including options and rights of first refusal), other real rights in favor of Third Parties, charge, prior claim, lease, occupancy agreement, leasing agreement, statutory or deemed trust or conditional sale arrangement.

“Local Sale Agreements” has the meaning set forth in Section 2.8(c).

“Mandatory Antitrust Approvals” means, where Purchaser determines (acting reasonably and in good faith) that a jurisdiction must be notified and a decision authorizing or not objecting (including the expiry of any applicable waiting period) to the transactions contemplated by this Agreement prior to the Closing is required, a decision, in whatever form (including a declaration of lack of jurisdiction or a mere filing or notification, if the Closing can take place, pursuant to the applicable Antitrust Law, without a decision or the expiry of any waiting period), by any Government Entity under the Laws of that jurisdiction or the expiry of the applicable waiting period, as applicable, under the Antitrust Laws of that jurisdiction, authorizing or not objecting to the transactions contemplated by this Agreement; *provided*, that any terms or conditions attached to such decision are reasonably acceptable to the Parties.

“Material Adverse Effect” means any effect, event, change, occurrence, state of facts or circumstance (each, a “Change”, and collectively, “Changes”) that (a) has had or would reasonably be expected to have, individually or in the aggregate with other Changes, a material adverse effect on the Acquired Assets or the operations, results of operations or condition (financial or otherwise) of the Business, in each case taken as a whole, excluding (with respect to this clause (a) alone) any effect resulting from (i) general economic conditions, (ii) any economic conditions affecting the industry or markets in which Sellers conduct the Business, (iii) the execution, announcement or performance of this Agreement or the transactions contemplated hereby, in each case, other than with respect to the breach of any representation or warranty in this Agreement relating to non-contravention of this Agreement or the transactions contemplated hereby with any Contract or other binding agreement, (iv) changes or disruptions in securities or capital markets, interest rates indexes, currency exchange rates or general financial or credit market conditions, (v) acts of God, natural disasters and other force majeure events, (vi) acts of war, armed conflict, sabotage or terrorism, (vii) changes in Law or GAAP, or (viii) any failure of the Business to achieve external or internal forecasts or financial projections (*provided*, that any

Change giving rise to such failure may be taken into account in determining whether there has been a Material Adverse Effect); except, in the case of clauses (a)(i), (ii), (v) and (vi) of this definition, for Changes that disproportionately affect in any material respect, individually or together with any other Change, the Acquired Assets or the operations, results of operations or condition (financial or otherwise) of the Business, in each case taken as a whole, relative to other industry or market participants, or (b) prevents, materially impairs, materially delays or otherwise has a material adverse effect on the ability of Sellers to consummate the transactions contemplated hereby, and excluding, in each case of clauses (a) and (b) of this definition, any reasonably anticipated effects of the commencement, pendency or prosecution of the Bankruptcy Proceedings and any Action approved by, or motion made before, the Bankruptcy Courts.

“Material Contract” has the meaning set forth in Section 4.5(a).

“Material Customers” means the ten (10) largest customers of the Company and its Subsidiaries, taken as a whole, calculated based on the aggregate revenues generated by such customers during the twelve (12) month period ended on and as of September 30, 2016; *provided*, that for the purpose of such definition, all sales to Affiliated customers shall be aggregated and shall be counted as a single customer.

“Material Licensors” means the licensors of the Company and its Subsidiaries, taken as a whole, to whom aggregate royalties and other fees of more than \$200,000 were paid during the twelve (12) month period ended on and as of May 31, 2016; *provided*, that for purposes of such definition, all royalties and other such payments paid to Affiliated licensors shall be aggregated and shall be counted as a single licensor

“Material Owned Trademarks” has the meaning set forth in Section 4.6(a).

“Material Suppliers” means the ten (10) largest suppliers or vendors (other than licensors of licensed Intellectual Property) of the Company and its Subsidiaries, taken as a whole, calculated based on the aggregate amounts paid to such supplier or vendor by the Company and the Subsidiaries during the twelve (12) month period ended on and as of September 30, 2016, in each case, excluding for purposes of such calculations any license fees paid by the Company and the Subsidiaries; *provided*, that for the purpose of such definition, all purchases from Affiliated suppliers shall be aggregated and shall be counted as a single supplier.

“Mississauga Collective Labor Agreement” means the Collective Agreement, dated July 7, 2014, between Bauer Hockey Corp. and Glass, Molders, Pottery, Plastics & Allied Workers International Union, AFL-CIO-CLC through its Local #366.

“Monitor” means Ernst & Young Inc., in its capacity as the CCAA Court-appointed Monitor in connection with the CCAA Proceedings and not in its personal or corporate capacity.

“Monitor’s Certificate” means the certificate filed with the CCAA Court by the Monitor certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from Sellers and Purchaser that all conditions to Closing have been satisfied or waived by the applicable Parties.

“Most Recent Seller Financial Statements” means the consolidated, unaudited financial statements of the Company and its Subsidiaries as of and for the three months ended August 31, 2016.

“NI 52-109” means National Instrument 52-109 – *Certification of Disclosure in Issuers’ Annual and Interim Filings*.

“Non-Assigned Contract” has the meaning set forth in Section 2.5(e).

“Non-Union Employee” means an Employee whose terms and conditions of employment are not governed by the Blainville Collective Labor Agreement or the Mississauga Collective Labor Agreement.

“Notes” has the meaning set forth in the definition of Confidential Information.

“Objections Notice” has the meaning set forth in Section 2.6(c)(ii).

“Order” means any order, injunction, judgment, decree, ruling, writ, determination, assessment or arbitration award of a Government Entity.

“Ordinary Course” means the ordinary course of the Business consistent with past practice, as such practice is, or may have been, modified as a result of the Bankruptcy Proceedings.

“Organizational Documents” means, with respect to any Person (a) declaration of trust, the certificate or articles of incorporation or organization or limited partnership or limited liability company, and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person, and (b) all by-laws, shareholder agreements, voting agreements and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Outside Date” has the meaning set forth in Section 9.1(a)(ii).

“Owned Equipment” has the meaning set forth in Section 2.1(b)(vi).

“Owned Inventory” has the meaning set forth in Section 2.1(b)(v).

“Party” or “Parties” means individually or collectively, as the case may be, Sellers and Purchaser.

“Patents” means all U.S., Canadian and other non-U.S. (whether national or multinational), patents (including certificates of invention and other patent equivalents), patent applications, provisional patent applications and patents issuing therefrom, industrial designs, as well as all reissues, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and all rights therein provided by multinational treaties or conventions.

“PCR AE Holdback Amount” means such amount, if any, not to exceed \$2,500,000, payable after Closing related to the Pre-Closing Reorganization, as such amount will be mutually agreed to by the Parties on or before the Closing Date.

“Periodic Taxes” has the meaning set forth in Section 6.5.

“Permitted Encumbrances” means (a) any Liens that are expressly permitted by the Sale Orders to remain attached to the Acquired Assets after the Closing; and (b) any Lien on the Acquired Assets that will be expunged, released or discharged at the Closing by operation of the Sale Orders.

“Person” means an individual, a partnership, a corporation, an association, a limited or unlimited liability company, a joint stock company, a trust, a trustee, a joint venture, an unincorporated organization or other legal entity or Government Entity.

“Petition Date” has the meaning set forth in the recitals.

“Post-Closing Tax Period” has the meaning set forth in Section 6.5.

“Pre-Closing Reorganization” has the meaning set forth in Section 5.18.

“Pre-Closing Tax Period” has the meaning set forth in Section 6.5.

“Prevailing Bidder” has the meaning set forth in Section 5.1(g).

“Products” means any and all products that were developed, manufactured, marketed, distributed or sold by or on behalf of Sellers as part of the Business within the past three (3) years, including all products in development by Sellers.

“Property Tax Adjustment” has the meaning set forth in Section 6.5.

“Purchased Deposits” means deposits (including customer deposits and security deposits for rent, electricity and otherwise) and prepaid charges and expenses of Sellers, including the right to receive any refund of any unutilized amounts thereof and including all amounts deposited with respect to Q30 or any of its Subsidiaries, other than any (a) deposits or prepaid charges and expenses paid in connection with or relating exclusively to any Excluded Assets, and (b) the Adequate Assurance Deposit.

“Purchaser” has the meaning set forth in the preamble.

“Purchaser Related Party” means each of (a) Purchaser, (b) any Debt Financing Source, (c) any of their respective former, current and future Affiliates (including, with respect to Purchaser, each Sponsor and its Affiliates), and (d) any directors, officers, employees, representatives, equityholders, members, managers, partners, successors or permitted assigns of any of the foregoing.

“Q30” means Q30 Sports Science, LLC.

“QST” means Quebec sales taxes payable under *An Act respecting the Québec Sales Tax*.

“Recipient” has the meaning set forth in the definition of Confidential Information.

“Release” means any release, spill, emission, discharge, leaking, pumping, pouring, emptying, escaping, injection, deposit, disposal, dispersal or leaching into or through the indoor or outdoor environment (including ambient air, surface water, sewers, groundwater and surface or subsurface strata).

“Repayable DIP Obligations” has the meaning set forth in Section 2.6(b).

“Representatives” has the meaning set forth in Section 5.10(a).

“Reserve Payment Amount Matters” has the meaning set forth in Section 5.15.

“Response Period” has the meaning set forth in Section 2.6(c)(ii).

“Revenu Quebec” means Revenu Québec.

“Sale Hearing” has the meaning set forth in the definition of Sale Motions.

“Sale Motions” means the motions in form and substance reasonably acceptable to Purchaser, (a) seeking approval of (i) the applicable Bidding Procedures Order, (ii) the form of this Agreement and the U.S. Debtors’ and Canadian Debtors’ authority to enter into this Agreement, as applicable, and (iii) the Break-Up Fee and the Expense Reimbursement and (b) seeking the scheduling of an auction on or prior to January 9, 2017 and sale hearing with respect to this Agreement and the transactions contemplated hereby on or prior to January 11, 2017 (the “Auction” and “Sale Hearing”, respectively).

“Sale Orders” means the orders in substantially the form and substance set forth on Exhibit E-1 (in the case of the CCAA Court) and Exhibit E-2 (in the case of the U.S. Bankruptcy Court) or otherwise in form and substance acceptable to Purchaser, in each case, approving the sale of the Acquired Assets to Purchaser pursuant to this Agreement, which shall, among other things: (a) approve of the consummation of the transactions contemplated by the Agreement; (b) authorize and empower Sellers to assume and assign to Purchaser the Assigned Contracts; (c) in the case of the U.S. Bankruptcy Court, find that Purchaser is a “good faith” buyer within the meaning of Section 363(m) of the U.S. Bankruptcy Code, not a successor to any Seller and grant Purchaser the protections of Section 363(m) of the U.S. Bankruptcy Code; (d) order that Purchaser shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor or transferee Liability, labor law, de facto merger or substantial continuity; and (e) order that Purchaser shall have no Liability for any Excluded Liability.

“Sanctioned Country” means any country or region that is the target of comprehensive sanctions under Sanctions Laws (including, as of the date of this Agreement, Belarus, Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine).

“Sanctioned Person” means any individual or entity that is the target of sanctions or restrictions under Sanctions Laws, including: (e) any individual or entity listed on OFAC’s Specially Designated Nationals and Blocked Persons List or other lists issued pursuant to Sanctions Laws of the United States, lists issued pursuant to Sanctions Laws of Canada, and the EU Consolidated List; (b) any entity that is, in the aggregate, fifty percent (50%) or greater owned, directly or indirectly, or otherwise controlled by a person or persons described in clause (a); or (c) any entity or individual resident, organized, or located in a Sanctioned Country.

“Sanctions Laws” means all United States, Canadian, United Kingdom, and European Union Laws relating to economic or trade sanctions, as well as sanctions measures adopted by the United Nations Security Council.

“Seller Contract” means any Contract (including any Lease) to which any Seller is a party.

“Seller Employee Plan” means any “employee benefit plan” within the meaning of Section 3(3) of ERISA (whether or not covered by ERISA) and any other benefit or compensation plan, program, Contract, agreement, policy or arrangement, whether written or oral, including any profit sharing, savings, bonus, performance awards, change of control, incentive compensation, deferred compensation, stock purchase, stock option, equity or equity-based, vacation, leave of absence, employee assistance, automobile leasing/subsidy/allowance, meal allowance, severance, relocation, family support, pension, supplemental pension, retirement, retirement savings, post retirement, medical, health, hospitalization or life insurance, disability, sick leave, retention, education assistance, expatriate assistance, or death benefit plan, program or arrangement or any other similar plan, program, arrangement or policy that is maintained or otherwise contributed to, or required to be maintained or contributed to, by or on behalf of any Seller, any Subsidiary of any Seller or any of their respective Affiliates with respect to Employees, former Employees, retirees or their respective dependents, or with respect to which any Seller, any Subsidiary of any Seller or any of their respective Affiliates has any direct or contingent Liability, other than government-sponsored pension, health care, social security, employment insurance, workers compensation, parental insurance, prescription drugs and similar plans.

“Seller Insurance Policies” has the meaning set forth in Section 5.13(a).

“Sellers” has the meaning set forth in the preamble.

“Sellers Disclosure Letter” means the disclosure schedules delivered by Sellers to Purchaser on the date hereof.

“SERP Liabilities” means any Liabilities arising under the Retirement Arrangement for Designated Employees of Bauer Nike Hockey U.S.A., Inc. or the Retirement Arrangement for Designated Employees of Bauer Nike Hockey, Inc.

“Shortfall Amount” has the meaning set forth in Section 2.6(b).

“Software” means all computer software programs (whether in source code, object code, or other form) and software systems, related documentation and any rights relating to the foregoing.

“Source Deduction Claim” has the meaning set forth in the definition of “Reserve Payment Amount.”

“Source Deduction Liability” has the meaning set forth in Section 2.4.

“Specified Assumed Liability” means any (a) Liabilities of under Capitalized Leases, (b) Tooling Requirements Liabilities and (c) SERP Liabilities.

“Specified R&Ws” has the meaning set forth in Section 8.3(a).

“Specified Assumed Liability Deduction Amount” means the aggregate amount of all Specified Assumed Liabilities at and as of the Closing.

“Sponsor DIP Credit Agreement” means the credit agreement dated as of the date hereof, providing for debtor-in-possession debt financing Purchaser, as lender, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and as permitted hereunder.

“Sponsors” has the meaning set forth in Section 3.6.

“Straddle Period” has the meaning set forth in Section 6.5.

“Subsidiary” means, with respect to any Person, any corporation, company, limited liability company, partnership, association, or other business entity of which (a) if a corporation or a company, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or Controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation or a company), a majority of the partnership or other similar ownership interests thereof is at the time owned or Controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation or a company) if such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be a, or Control any, managing director, member or general partner of such business entity (other than a corporation or a company). The term “Subsidiary” shall include all Subsidiaries of such Subsidiary.

“Tax” means (a) all U.S., Canadian, or other federal, provincial, territorial, state, municipal, local, domestic, or other taxes, imposts, duties, fees, levies, assessments and other charges imposed by any Tax Authority, including ad valorem, capital, capital stock, branch, alternative or add-on minimum, estimated, customs and import duties, disability, documentary stamp, employment, unemployment, excise, escheat and unclaimed property, franchise, gains, goods and services, gross income, gross receipts, income, intangible, inventory, license,

mortgage recording, net income, occupation, payroll, workers' compensation, employer health, severance, production, profits, property, recording, rent, sales, use, business rates, environmental, social security, Quebec Pension Plan, Canada Pension Plan, stamp, transfer, transfer gains, value added, windfall profits, and withholding, together with any interest, additions, fines or penalties, whether disputed or not, (b) any liability for the payment of any amount of a type described in clause (a) arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having been included or required to be included in any Tax Return related thereto; and (c) any liability for or in respect of the payment of any amount described in clauses (a) or (b) of this definition payable by reason of transferee or successor liability, Contract (other than a Contract entered into in the Ordinary Course that does not principally relate to the items described in clauses (a) or (b) of this definition), operation of Law or otherwise.

"Tax Act" means the *Income Tax Act* (Canada).

"Tax Authority" means any local, municipal, governmental, state, provincial, territorial, federal, including any U.S., Canadian or other fiscal, customs or excise authority, body or officials anywhere in the world with responsibility for, and competent to impose, collect or administer, any form of Tax.

"Tax Returns" means all returns, reports (including elections, declarations, disclosures, schedules, estimates and information returns) and other information filed or required to be filed with any Tax Authority relating to Taxes and any amendments thereto.

"Taxation Act" means the *Taxation Act* (Quebec).

"Third Party" means any Person that is neither a Party nor an Affiliate of a Party.

"Tooling Requirements Liabilities" means all Liabilities owed to any manufacturing partners on tooling requirements under Designated Seller Contracts, calculated in a manner consistent with Liability in the Company's Form 10-Q for the quarterly period ended February 29, 2016, as filed with the Securities Exchange Commission on April 14, 2016.

"Trade Control Laws" means all Canadian, U.S. and other Laws respecting the import and export of merchandise and intangibles and other trade related Laws including the Sanctions Laws and Ex-Im Laws.

"Trade Secrets" means trade secrets and other confidential or proprietary ideas, concepts, methods, processes and information (including customer and supplier lists, business plans, market surveys and market research studies).

"Trademarks" means, together with the goodwill associated therewith, all U.S., Canadian, state, provincial and other non-U.S. trademarks, service marks, trade dress, logos, slogans, trade names (including all assumed or fictitious names under which the Business has been conducted), corporate names, business names, domain names, social media identifiers, and any other indicia of source or sponsorship of goods or services, whether or not registered, including all common law rights, and registrations, applications for registration and renewals thereof, including all marks registered in the Canadian Intellectual Property Office, the United States Patent and

Trademark Office, the trademark offices of the states and territories of the U.S., and the trademark offices of other nations and other jurisdictions throughout the world and all rights therein, including those provided by multinational treaties or conventions.

“Transaction Documents” means this Agreement and all other ancillary agreements to be entered into by, or documentation delivered by, any Party and/or any Designated Purchaser pursuant to this Agreement (including any Local Sale Agreements).

“Transfer Taxes” means all GST, QST, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties, fees or other like charges, however denominated (including any real or immovable property transfer taxes or duties (including duties pursuant to *An Act respecting duties on transfers of immovables* (Quebec)) and conveyance and recording fees).

“Transferred Employee” means (a) each Employee who accepts an offer of employment by, and commences employment with, Purchaser or a Designated Purchaser in accordance with the terms of Section 7.1, and (b) each Employee whose employment transfers to Purchaser or a Designated Purchaser by operation of Law, which shall include all Union Employees.

“Transferred Employee Plan” means any Seller Employee Plan to the extent expressly assumed by Purchaser or a Designated Purchaser pursuant to Section 2.3(a)(v) of this Agreement or otherwise assumed in connection with the Blainville Collective Labor Agreement, the Mississauga Collective Labor Agreement, and in each case set forth on Schedule 2.3(a)(v) of the Sellers Disclosure Letter.

“Transferred Intellectual Property” has the meaning set forth in Section 2.1(b)(vii).

“Union Employee” means an Employee whose terms and conditions of employment are covered by the Blainville Collective Labor Agreement or the Mississauga Collective Labor Agreement.

“U.S.” means the United States of America.

“U.S. Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. § 101 et seq.

“U.S. Bankruptcy Court” has the meaning set forth in the recitals.

“U.S. Debtors” has the meaning set forth in the recitals.

“Van Nuys Claim” means the Cure Cost payable, if any, in connection with the lease for 7855 Haskell Ave., Van Nuys, California.

“Work Fee” has the meaning set forth in the recitals.

Section 1.2 Interpretation.

(a) Certain Phrases. Unless the context of this Agreement clearly requires otherwise, (i) references to the plural include the singular, the singular the plural, the part the whole; (ii) references to any gender include all genders; (iii) wherever the word “include,” “includes” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”; (iv) references to “hereof”, “hereto”, “hereunder” or “herein” and words of similar import relate to this Agreement as a whole and not merely to a specific section, paragraph or clause in which the respective word appears; (v) the word “or” is disjunctive but not necessarily exclusive; (vi) the words “writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (vii) references to any Person include the successors and permitted assigns of that Person; (viii) the word “day” means calendar day unless Business Day is expressly specified; (ix) the phrase “to the extent” means the degree by which; (x) the terms “deliver,” “delivered,” “provided to” or “made available” mean posted to the online data room hosted by Merrill Datasite located as <https://us1.merrillcorp.com> under the project name “*Breakaway*” at least one (1) Business Day prior to the date hereof; and (xi) the references to the “date hereof” mean the date of this Agreement. Any determination as to whether a situation is material shall be made by taking into account the effect of all other provisions of this Agreement that contain a qualification with respect to materiality so that the determination is made after assessing the aggregate effect of all such situations. Each accounting term used herein that is not specifically defined herein shall have the meaning given to it under GAAP, unless the context clearly indicates otherwise.

(b) Calculation of Time. In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to and including”. When calculating the period of time “within” which, “prior to” or “following” which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is excluded from the calculation. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter.

(c) Headings, etc. The inclusion of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

(d) Currency. All monetary amounts in this Agreement, unless otherwise specifically indicated, are stated in U.S. currency. All calculations and estimates to be performed or undertaken, unless otherwise specifically indicated, are to be expressed in U.S. currency. All payments required under this Agreement shall be paid in U.S. currency in immediately available funds, unless otherwise specifically indicated herein. Where another currency is to be converted into U.S. currency or where a currency is to be converted into Canadian currency, in either case, it shall be converted on the basis of the exchange rate published in the Wall Street Journal for the day in question.

(e) Statutory References. Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and to the regulations made under that statute as in force from time to time.

(f) Quebec References. For purposes of any assets, liabilities or Persons located in the Province of Quebec, references in this Agreement to (i) “personal property” shall include “movable property,” (ii) “real property” or “real estate” shall include “immovable property,” (iii) “construction liens” shall include “legal hypothecs of persons having taken part in the construction or renovation of an immovable,” (iv) “beneficial ownership” shall include “ownership on behalf of another as mandatary,” (v) “easement” shall include “servitude,” (vi) “survey” shall include “certificate of location and plan,” and (vii) “fee simple title” shall include “absolute ownership”.

ARTICLE II PURCHASE AND SALE OF ACQUIRED ASSETS

Section 2.1 Acquired Assets.

(a) On the terms and subject to the conditions set forth in this Agreement and the Sales Orders, at the Closing, Purchaser shall, and shall cause the relevant Designated Purchasers to, purchase or be assigned and assume from the relevant Sellers, and each Seller shall sell, transfer, assign, convey and deliver to Purchaser or the relevant Designated Purchasers, as applicable, all of such Sellers’ right, title and interest in and to the Acquired Assets, free and clear of all Liens and Claims (other than Permitted Encumbrances and Assumed Liabilities).

(b) The term “Acquired Assets” means all of the properties, rights, interests and other assets of Sellers, whether tangible or intangible, real, personal or mixed, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, as the same shall exist as of Closing, and including the following assets of Sellers, as the same shall exist as of Closing, but in each case, expressly excluding all Excluded Assets:

(i) each Seller Contract listed on Schedule 2.1(b)(i) of the Sellers Disclosure Letter, as such Schedule may be updated from time to time in accordance with Section 2.5(c) (the “Designated Seller Contracts”);

(ii) all Cash and Cash Equivalents held by Sellers;

(iii) all Purchased Deposits;

(iv) all (A) accounts receivable, notes receivable and other amounts receivable owed to any Seller (whether current or non-current), together with all security or collateral therefor and any interest or unpaid financing charges accrued thereon, including all Actions pertaining to the collection of amounts payable, or that may become payable, to any Seller with respect to Products sold or services performed on or prior to the Closing Date, (B) construction allowances and other amounts due from landlords (including in respect of prior overcharges and insurance recoveries), (C) license and royalty receivables, (D) rebate receivables from suppliers, (E) insurance claims receivables (other than to the extent related to

any Excluded Liabilities) and (F) other amounts due to any Seller consistent with what the Company has classified under “trade and other receivables” in the Most Recent Seller Financial Statements (collectively, the items described in clauses (A) through (F), the “Accounts Receivable”);

(v) all inventories of raw materials, manufactured and purchased parts, work in process, packaging, stores and supplies and unassigned finished goods inventories (which are finished goods not yet assigned to a specific customer order) and all other inventories consistent with what the Company has classified under “inventories” in the Most Recent Seller Financial Statements, in each case owned by any Seller and held or used in connection with the Business, including any of the above items which is owned by a Seller but remains in the possession or control of a Third Party (collectively, the “Owned Inventory”);

(vi) all (A) items of tangible personal or movable property owned by any Seller that are held or used in connection with the Business, and (B) other items of tangible personal or movable property owned by Sellers, excluding, in each case, any Owned Inventory, but including all express or implied warranties with respect thereto (collectively, the “Owned Equipment”);

(vii) all Intellectual Property owned by Sellers, licensed (to the extent licensed pursuant to a Designated Seller Contract) to any Seller, or which a Seller otherwise possesses valid rights to use or otherwise exploit, and that is used or held for use by a Seller in connection with the Business, including (A) the Patents listed in Schedule 2.1(b)(vii)(A) of the Sellers Disclosure Letter, (B) the Trademarks set forth in Schedule 2.1(b)(vii)(B) of the Sellers Disclosure Letter, and (C) any other Intellectual Property set forth in Schedule 2.1(b)(vii)(C) of the Sellers Disclosure Letter (collectively, the “Transferred Intellectual Property”), together with all copies and tangible embodiments of any of the foregoing (in whatever form or medium);

(viii) all Products owned by any Seller, including all products in development by Sellers;

(ix) all goodwill associated with the Business or the Acquired Assets, including the right to carry on the Business under the names “BAUER”, “MISSION”, “MAVERIK”, “CASCADE”, “EASTON” or “COMBAT”;

(x) all telephone, telex and telephone facsimile numbers and other directory listings and e-mail and website addresses used in connection with the Business;

(xi) all books, records, files, documentation and sales literature owned by Sellers and in the possession or under control of Sellers that are used or held for use in connection with the Business (collectively, the “Business Information”), including (A) information, policies and procedures, Owned Equipment manuals and materials and procurement documentation used in the Business, (B) all customer lists, files, data and information relating to past and present customers and prospective customers of the Business, (C) copies of Tax records related to the Acquired Assets and (D) all books, records, files, or other documentation with respect to Employees or any former employee of any Seller (the “Employee Records”), in each case, expressly excluding any Employee Records for Employees or former employees who are

not Transferred Employees except to the extent that such Employee Records are necessary to maintain and administer any Transferred Employee Plans;

(xii) all Actions of Sellers against Third Parties arising out of events occurring prior to the Closing, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date (including those Actions listed in Schedule 2.1(b)(xii) of the Sellers Disclosure Letter) (the “Assigned Actions”), and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to Products sold, or services provided, to Sellers (including any refunds due from, or payments due on, claims with the insurers of any Seller in respect of losses arising prior to the Closing, but excluding any insurance proceeds to the extent related to any Excluded Liabilities);

(xiii) the Consents of Government Entities (including those listed in Schedule 2.1(b)(xiii) of the Sellers Disclosure Letter) in respect of the Business to the extent transferable at Law;

(xiv) the sponsorship of and all rights and assets under or maintained pursuant to or in connection with any Transferred Employee Plan;

(xv) (A) Periodic Tax cash refunds to the extent related to the Acquired Assets or the Business to the extent attributable to a Post-Closing Tax Period (determined in accordance with Section 6.5) and (B) refunds, credits or benefits owned by any of the Acquired Entities (collectively, the items described in clauses (A) and (B), the “Acquired Tax Assets”);

(xvi) all Avoidance Actions and all rights thereunder;

(xvii) all of the Equity Interests of the Acquired Entities and the Acquired Investments and all rights (whether arising under Contract or otherwise) of Sellers in respect of the Acquired Entities and Acquired Investments; and

(xviii) all other assets (including manufacturing and intangible assets) of Sellers not specifically included in the definition of Excluded Assets.

Section 2.2 Excluded Assets. Notwithstanding anything in this Agreement or in any of the Transaction Documents to the contrary, Sellers shall retain their respective right, title and interest in and to, and Purchaser and the Designated Purchasers shall have no rights or Liabilities with respect to the right, title and interest of Sellers in and to, the following items, assets, interests and properties (collectively, the “Excluded Assets”):

(a) except with respect to any Transferred Employee Plan, the sponsorship of and all rights and assets under or maintained pursuant to or in connection with any Seller Employee Plan or any other benefit or compensation plan, program, policy, Contract, agreement or arrangement;

(b) other than the Assigned Contracts, any rights of Sellers under any Contract (including, for the avoidance of doubt, the Excluded Seller Contracts and the Non-Assigned Contracts);

(c) other than the Equity Interests of the Acquired Entities and the Acquired Investments, all shares of capital stock or other equity interests of any Seller or any of their respective Subsidiaries or securities convertible into, exchangeable or exercisable for any such shares of capital stock or other equity interests;

(d) the minute books and stock ledgers of Sellers;

(e) (i) except for those Employee Records that are necessary to maintain and administer any Transferred Employee Plan, the Employee Records for Employees or former employees who are not Transferred Employees, (ii) such portion of the Business Information to the extent that Sellers are required by Law, including Laws relating to privacy, not to disclose (*provided*, that copies of such information shall be provided to Purchaser to the extent permitted by applicable Law) and (iii) all communications, information and documents involving this Agreement, any Transaction Document or the transactions contemplated hereby or thereby;

(f) all rights of Sellers under this Agreement and the other Transaction Documents;

(g) (i) other than the Avoidance Actions, all Actions of Sellers available to such Sellers under the Bankruptcy Laws and (ii) other than those Actions listed on Schedule 2.3(a)(vi) of the Sellers Disclosure Letter, all Actions against Sellers arising out of events occurring prior to the Closing;

(h) all records prepared in connection with the sale of the Acquired Assets to Purchaser and the Designated Purchasers;

(i) any assets set forth on Schedule 2.2(i) of the Sellers Disclosure Letter;

(j) any deposits held in trust accounts to secure payment of the reasonable fees and disbursements of the professional advisors of the Canadian Debtors and U.S. Debtors and of the Monitor;

(k) other than the Acquired Tax Assets, all rights to Tax refunds, credits or similar benefits;

(l) all properties, rights, interests and other assets of Sellers to the extent exclusively used in the Inaria Sports Business;

(m) all Tax records other than the copies of such Tax records described in Section 2.1(b)(xi);

(n) all rights of any Seller and the directors and officers of any Seller under any director and officer insurance policies, including any proceeds received or receivable by such Persons thereunder; and

(o) copies of any other book, record, literature, list and any other written or recorded information constituting Business Information (the original of which has already been assigned or transferred to Purchaser or a Designated Purchaser) to which Sellers in good faith

determine they are reasonably likely to need access for *bona fide* Tax or legal purposes following the Closing.

Section 2.3 Assumed Liabilities.

(a) On the terms and subject to the conditions set forth in this Agreement and the Sale Orders, at the Closing, Purchaser shall, and shall cause the relevant Designated Purchasers to, assume, become responsible for, and agree to discharge and perform when due the following Liabilities of Sellers (the “Assumed Liabilities”):

(i) all trade obligations of Sellers arising in the Ordinary Course and outstanding as of immediately prior to the Closing and that would be included in the line item “Accounts Payable” in a consolidated balance sheet of the Business as of immediately prior to the Closing prepared in accordance with GAAP and using the same accounting policies, principles and practices as were used to prepare the Most Recent Seller Financial Statements;

(ii) all accrued expenses of Sellers of the type set forth on Schedule 2.3(a)(ii) of the Sellers Disclosure Letter arising in the Ordinary Course and outstanding as of immediately prior to the Closing to the extent such accrued expenses would be included in the line item “Accrued Liabilities” in a consolidated balance sheet of the Business as of immediately prior to the Closing prepared in accordance with GAAP and using the same accounting policies, principles and practices as were used to prepare the Most Recent Seller Financial Statements;

(iii) all Liabilities of Sellers under the Assigned Contracts arising after the Closing;

(iv) all Liabilities for, or related to any obligation for, any Tax that Purchaser or any Designated Purchaser bears under Article VI;

(v) (A) the specific Liabilities of any Seller (if any) related to Employees as identified on Schedule 2.3(a)(v)(A) of the Sellers Disclosure Letter or allocated to Purchaser pursuant to Article VII, and (B) all Liabilities under any Transferred Employee Plan;

(vi) all Liabilities related to the Assigned Actions, but excluding any court costs, attorney’s fees or other costs, fees or expenses accrued but unpaid as of the Closing arising from the defense or prosecution of such Assigned Actions prior to Closing;

(vii) all Liabilities of any Seller to the extent arising out of or relating to the Consents of Government Entities (including those listed in Schedule 2.3(a)(vii) of the Sellers Disclosure Letter) in respect of the Business to the extent such Consents are actually assigned to Purchaser, including (A) compliance with performance obligations or standards under such Consents and associated requirements under applicable Law, and (B) obligations to replace and/or increase bonds or other financial assurance instruments associated with such Consents, if any;

(viii) all Liabilities in connection with regulatory violations and obligations on or in relation to the Consents of Government Entities (including those listed in

Schedule 2.3(a)(viii) of the Sellers Disclosure Letter) in respect of the Business to the extent the violation or obligation first arises post-Closing;

(ix) all Liabilities to the extent arising out of or relating to the Acquired Assets' non-compliance with Environmental Law first occurring after the Closing; excluding, for the avoidance of doubt all Liabilities under Environmental Law arising from facts, conditions or circumstances first existing or first occurring on or prior to the Closing Date (whether or not disclosed on the Sellers Disclosure Letter) and also excluding any monetary fines and penalties imposed by any Government Entity for which Sellers or any of their Affiliates have received a written notice of violation or notice of claim (or other written notice of similar legal intent or meaning;

(x) Cure Costs in accordance with Section 2.5(g) (the "Assumed Cure Costs"), in an amount not to exceed, in the aggregate, an amount equal to \$1,000,000, except as otherwise provided in Section 2.5(g) (the "Assumed Cure Costs Cap"); *provided*, that for the avoidance of doubt, to the extent the Cure Costs exceed the Assumed Cure Costs Cap, the amount of the Cure Costs in excess of such Assumed Cure Costs Cap (the "Excess Cure Costs") shall be not be included in the Assumed Liabilities or the Assumed Cure Costs, except as otherwise provided in Section 2.5(g); and

(xi) the Specified Assumed Liabilities.

(b) Notwithstanding the foregoing and for the avoidance of doubt, the Assumed Liabilities shall not include any fines or penalties relating to or arising out of any violation of Law by, or any Action against, any Seller or any breach, default or violation by any Seller of or under any Assigned Contract or any Transferred Employee Plan, in either case, other than amounts constituting Assumed Cure Costs.

Section 2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, neither Purchaser nor any of the Designated Purchasers shall assume or shall be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers or their Affiliates, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers, including the Excluded Employee Liabilities and any Liabilities arising in connection with the Van Nuys Claim (collectively, the "Excluded Liabilities"). Without limiting the generality of the foregoing, notwithstanding any other provision herein to the contrary, Purchaser is not assuming, and shall not be deemed to have assumed, and hereby disclaims, and the Excluded Liabilities shall include, each of the Liabilities of any Seller (whether arising prior to, at the time of or subsequent to Closing) set forth on Schedule 2.4 of the Sellers Disclosure Letter, as well as any Excess Cure Costs (except as otherwise provided in Section 2.5(g)), and all Liabilities resulting from any source deduction claim in favor of Revenu Quebec and/or the CRA arising from the failure to deduct, withhold or remit amounts under Tax Law on a timely basis in accordance with applicable Law (each such Liability, a "Source Deduction Liability"), and Sellers shall be solely and exclusively liable for any and all Excluded Liabilities. To the extent Purchaser assumes the Van Nuys Lease as an Assigned Contract, Sellers covenant and agree to satisfy the Van Nuys Claim in full prior to the Closing.

Section 2.5 Certain Covenants Related to Seller Contracts.

(a) Obligation to Maintain Seller Contracts Until Closing. From and after the date hereof, Sellers shall not reject or alter in any material respect (other than alterations in the Ordinary Course) the terms of Seller Contracts unless otherwise agreed to in writing by Purchaser or as provided below in Section 2.5(f). Sellers shall provide timely and proper written notice of the motion seeking entry of the Sale Orders to all parties to the Seller Contracts (excluding any Seller or Subsidiary thereof) and take all other actions reasonable and necessary to cause such Seller Contracts to be assumed by Sellers and assigned to Purchaser pursuant to Section 365 of the U.S. Bankruptcy Code or section 11.3 of the CCAA to the extent that such Seller Contracts are Assigned Contracts at Closing or are assumed and assigned to Purchaser pursuant to Section 2.1(a) of this Agreement. Without limiting or otherwise amending Seller's obligations hereunder, at the Closing or at such time as a Designated Seller Contract is assigned to Purchaser pursuant to Section 2.1(a) of this Agreement, as applicable, Purchaser shall assume the obligations under each Assigned Contract pursuant to Section 365 of the U.S. Bankruptcy Code and Section 11.3 of the CCAA and shall use commercially reasonable efforts to comply with all of the requirements of Section 365 of the U.S. Bankruptcy Code and Section 11.3 of the CCAA necessary to permit such assumption and assignment.

(b) Amendments. At Purchaser's request and sole cost and expense, Sellers shall reasonably cooperate with Purchaser (i) to allow Purchaser to enter into an amendment to any Designated Seller Contract, to be effective upon assumption by Purchaser of such Designated Seller Contract as an Assigned Contract, and shall cooperate with Purchaser to the extent reasonably requested in negotiations with the counterparties thereto, or (ii) to otherwise amend any Seller Contracts, to be effective upon assumption by Purchaser of such Designated Seller Contract as an Assigned Contract, to the extent such amendments would not adversely affect any Seller; *provided*, that Sellers shall not be required to enter into any such amendment if such amendment would result in (x) any Liability to any Seller that is not an Assumed Liability (other than *de minimis* Liabilities) or (y) an assumption by any Seller of such Designated Seller Contract, unless such Designated Seller Contract will be assigned to Purchaser or a Designated Purchaser at the time of such assumption.

(c) Excluding or Adding Assigned Contracts Prior to Closing. Purchaser shall have the right, in its sole and absolute discretion, (i) during the period commencing on the date hereof and ending on the day that is one (1) Business Day prior to the Closing Date, to notify Sellers in writing of any Designated Seller Contract that it does not wish to assume, or (ii) during the period commencing on the date hereof and ending on the day that is ten (10) Business Days prior to the date on which the Sale Hearings occur, to notify Sellers in writing of any Seller Contract (including any Contract considered an Excluded Seller Contract) that it wishes to add as a Designated Seller Contract, and Schedule 2.1(b)(i) of the Sellers Disclosure Letter shall be deemed amended accordingly for all purposes hereunder upon receipt of any such notice, in each case, without any adjustment to the Closing Purchase Price. Any Contract removed from Schedule 2.1(b)(i) of the Sellers Disclosure Letter pursuant to this Section 2.5(c) shall be deemed an Excluded Seller Contract. Any Contract added to Schedule 2.1(b)(i) of the Sellers Disclosure Letter pursuant to this Section 2.5(c) shall be deemed a Designated Seller Contract.

(d) Third Party Consents. Sellers shall (x) provide notice of the transactions contemplated by this Agreement to each counterparty to each Seller Contract and (y) use commercially reasonable efforts to obtain all Consents required to permit the assignment to Purchaser or a Designated Purchaser, as applicable, of the Acquired Assets (including each of the Designated Seller Contracts). As part of the Sale Motion (or, as necessary in one or more separate motions), Sellers shall request that by virtue of a Seller providing no less than ten (10) Business Days' notice of its intent to assume and assign to Purchaser the Designated Seller Contracts, the Bankruptcy Courts deem any non-debtor party to any such Designated Seller Contract that does not file an objection with the Bankruptcy Courts during such notice period to have given any required Consent to the assumption of such Designated Seller Contract by such Seller and assignment to Purchaser if, and to the extent that, pursuant to the Sale Order or other Order of the Bankruptcy Court, such Seller is authorized to assume and assign such Designated Seller Contract to Purchaser and Purchaser is authorized to accept such Designated Seller Contract pursuant to Section 365 of the U.S. Bankruptcy Code and Section 11.3 of the CCAA.

(e) Non-Assigned Acquired Assets. Notwithstanding anything in this Agreement to the contrary, if any Acquired Asset (including any Designated Seller Contract) is not capable of being assigned under Section 363 and Section 365 of the U.S. Bankruptcy Code or Section 11.3 of the CCAA (or, if applicable, pursuant to other applicable Laws or the terms of such Contract, Lease, or Consent) to Purchaser or a Designated Purchaser, as applicable, at the Closing without the Consent of any Third Party (including a Government Entity) and such requisite Consent has not been obtained (or deemed to have been obtained) as of the Closing (in the case of any such Contract, a "Non-Assigned Contract"), then, unless such Consent is subsequently obtained, this Agreement shall not constitute an agreement to sell, transfer or assign, directly or indirectly, such Acquired Asset (including any Non-Assigned Contract) or any obligation or benefit arising thereunder if an attempted direct or indirect sale, transfer or assignment thereof, without the Consent of a Third Party (including a Government Entity), would constitute a breach, default, violation or other contravention of the rights of such Third Party or would be ineffective with respect to any party to a Contract concerning such Acquired Asset. Any payment to be made in order to obtain any Consent required by the terms of any Non-Assigned Contract shall be the sole responsibility of Purchaser. From and after the Closing, Sellers shall (x) continue to maintain (and shall not reject or alter (or attempt to alter) the terms of) any Non-Assigned Contract unless otherwise agreed to in writing by Purchaser, (y) upon request therefor from Purchaser, provide reasonable cooperation in obtaining the Consent of any Third Party required for the assignment of such Non-Assigned Contract to Purchaser or a Designated Purchaser, as applicable, and (z) during the four (4) month period following Closing (or, if earlier, until the conversion or dismissal of the Bankruptcy Proceedings), and subject to any approval of the Bankruptcy Courts that may be required, reasonably cooperate with Purchaser, at Purchaser's sole cost and expense and as Purchaser directs, to provide to Purchaser the benefits enjoyed by Sellers in respect of such Non-Assigned Contract (including by enforcing for the account of Purchaser any rights of such Seller under such Contract (including the right to elect to terminate such Contract in accordance with the terms thereof upon the written direction of Purchaser)); *provided, however*, that nothing in this Section 2.5(e) shall require Purchaser to reimburse Sellers for any attorneys' fees and expenses.

(f) Rejection of Excluded Seller Contracts. As soon as practicable after the Closing Date, Sellers shall reject all Excluded Seller Contracts; *provided, however*, that for the

avoidance of doubt, in no event shall Sellers reject any Seller Contract related to any Non-Assigned Contract without the prior written consent of Purchaser. Sellers shall be responsible for any rejection damages owing to the counterparty to an Excluded Seller Contract.

(g) Cure Costs. Sellers shall prepare an exhibit of all Designated Seller Contracts (the “Assumption Schedule”) which shall (x) be filed with the Bankruptcy Courts no later than December 12, 2016 and (y) set forth the proposed Cure Costs (which proposed Cure Costs shall be submitted to Purchaser for review and comment reasonably in advance prior to filing thereof and shall provide Purchaser with such information in Sellers’ possession as may be reasonably requested by Purchaser so that it may verify such Cure Costs) and an objection deadline for any counterparty to object to such proposed amounts which deadline shall be at least five (5) days prior to the Sale Hearing. On or before December 12, 2016, Sellers shall properly serve each counterparty to a Designated Seller Contract a notice, in form and substance reasonably satisfactory to Purchaser, setting forth the amount necessary to satisfy any Cure Cost. Purchaser shall pay all Assumed Cure Costs and Sellers shall pay all Excess Cure Costs, in each case, at the Closing (except to the extent later payment is otherwise agreed by the other party to each such Designated Seller Contract; *provided*, that, Purchaser may, at Sellers’ option, cause a portion of the Closing Cash Payment to be paid on behalf of Sellers directly to the counterparties to the Designated Seller Contracts that are owed Excess Cure Costs and the amount so paid by Purchaser shall reduce the Closing Cash Payment paid to Sellers on a dollar-for-dollar basis. For purposes of this Agreement, Cure Costs shall be the amount included on the Assumption Schedule, as updated as specified below (without regard to any increased amount agreed to by Purchaser) or otherwise determined by the Bankruptcy Courts. Sellers shall deliver to Purchaser an updated estimate as of the Closing Date of the Cure Costs no later than ten (10) days in advance of the Closing Date. To the extent Seller Contracts are identified after the date which is ten (10) Business Days prior to the date on which the Sale Hearings occur, by Sellers or Purchaser as Seller Contracts that will be Designated Seller Contracts and, as such, added to Schedule 2.1(b)(i) of the Sellers Disclosure Letter, including pursuant to Section 2.5(c) or Section 2.5(j), Sellers shall use commercially reasonable efforts to determine the Cure Costs, if any, with respect to such Designated Seller Contracts and the Parties shall cooperate in good faith to allocate payment of such Cure Costs among the Parties.

(h) Adequate Assurances. With respect to each Assigned Contract, Purchaser will provide adequate assurance of future performance on its behalf and on behalf of its Designated Purchasers as required under the U.S. Bankruptcy Code, including Section 365(f)(2)(B) thereof, and under Section 11.3 of the CCAA and shall cause its Designated Purchasers to perform thereunder as required. Purchaser and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under each Assigned Contract, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Courts and making Purchaser’s and Sellers’ employees and representatives available to testify before the Bankruptcy Court.

(i) Deemed Consent. For the purposes of this Agreement, the relevant Sellers shall be deemed to have obtained all required Consents in respect of the assignment of any Designated Seller Contract if, and to the extent that, pursuant to the Sale Orders, Sellers are authorized to assume and assign to the Designated Purchasers such Designated Seller Contract

pursuant to Section 365 of the U.S. Bankruptcy Code or Section 11.3 of the CCAA, as applicable, and any applicable Cure Cost has been satisfied as provided in Section 2.5(g).

(j) Seller Contract Identification. Prior to the Closing, Sellers shall use reasonable commercial efforts to identify any Seller Contracts that are not listed on Schedule 2.1(b)(i) or otherwise expressly excluded from the Acquired Assets in the Sellers Disclosure Letter, and following the Closing, Purchaser and Sellers shall cooperate in identifying any such Seller Contracts, and the party identifying any such Seller Contract shall promptly notify the other party in writing of the existence thereof. Any such Seller Contract identified prior to the tenth (10th) Business Day prior to the date on which the Sale Hearings occur, shall be subject to the provisions of this Section 2.5 (including with respect to Purchaser's rights to exclude or add it under Section 2.5(c)). With respect to any such Seller Contract identified following the tenth (10th) Business Day prior to the date on which the Sale Hearings occur, Purchaser shall have the right to notify Sellers in writing that it wishes to accept the assignment of or reject such Seller Contract, and Sellers shall use reasonable commercial efforts to take all actions reasonably necessary to cause such Seller Contracts to be assigned to Purchaser or rejected by Sellers, as the case may be (including by providing notice and paying any Excess Cure Costs in a manner otherwise consistent with this Section 2.5). For the avoidance of doubt, no further purchase price or other amounts shall be payable by Purchaser to Sellers in respect of any such assignment or rejection.

Section 2.6 Purchase Price

(a) Payment of Purchase Price. Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Acquired Assets pursuant to the terms hereof, Purchaser, on its own behalf and as agent for the relevant Designated Purchasers, shall (a) assume from Sellers the Assumed Liabilities, and (b) subject to the remaining provisions of this Section 2.6 and provisions of this Agreement regarding application of the Deposit, pay to Sellers an amount (the "Closing Purchase Price") in cash equal to (i) the Base Purchase Price, *plus* or *minus*, as applicable (ii) the amount of the Property Tax Adjustment, as determined in accordance with the terms of Section 6.5, *minus* (iii) the Specified Assumed Liability Deduction Amount, *minus* (iv) the PCR AE Holdback Amount. Purchaser and Sellers shall use reasonable commercial efforts to agree, in good faith, upon a mutually acceptable value of the Specified Assumed Liability Deduction Amount at least two (2) Business Days prior to the Closing Date.

(b) Credit Bidding; Deposit. It is understood and agreed that a portion of the Closing Purchase Price will be used by Sellers to repay all outstanding obligations outstanding at the Closing under the DIP Credit Agreement (the "Repayable DIP Obligations"). Unless the Repayable DIP Obligations are or will be \$0 as of Closing as a result of borrowings under an Alternative DIP Credit Agreement (disregarding, for the avoidance of doubt, any repayment or deemed repayment as a result of the consummation of the transactions), at any time prior to the Closing, Purchaser may deliver written notice to Sellers that it has elected to pay a portion of the Closing Purchase Price by offsetting amounts owed to Purchaser or one or more direct or indirect investors in Purchaser, or an Affiliate of the foregoing, in an aggregate amount not to exceed the Repayable DIP Obligations. The portion of the Closing Purchase Price so specified by Purchaser (the "Credit Bid Amount") shall reduce, on a dollar-for-dollar basis, the cash portion of the

Closing Purchase Price payable by Purchaser at Closing and Purchaser shall, subject to the remaining provisions of this Section 2.6, pay the portion of Closing Purchase Price in excess of the Credit Bid Amount to Sellers in cash (the “Closing Cash Payment”). The offset will be effected by Purchaser tendering the obligation underlying the Credit Bid Amount to the appropriate Seller, determined in accordance with Section 2.6. To the extent that the Credit Bid Amount is less than the Repayable DIP Obligations (the “Shortfall Amount”), Sellers shall remain liable to repay the Shortfall Amount to the lenders under the DIP Credit Agreement. The Deposit Escrow Agent shall hold the Deposit pursuant to the Deposit Escrow Agreement. The Deposit, plus all accrued interest or earnings thereon (net of any amounts withheld in accordance with Section 6.3(a)), if any, shall be returned to Purchaser or paid to Sellers as provided for in Section 9.2(g) or upon Closing, applied towards the Closing Cash Payment in accordance with Section 2.7 hereof.

(c) Purchase Price Allocation.

(i) Prior to the Closing, Sellers and Purchaser shall mutually agree on an allocation of the Closing Purchase Price between assets to be acquired from Sellers that are organized in the U.S., Sellers that are organized in Canada and Sellers, if any, that are organized outside of the U.S. and Canada (the “Initial Allocation”), which allocation shall (1) allocate between fifty-five percent (55%) and sixty-seven percent (67%) percent of the amount by which the Closing Purchase Price exceeds the net book value of current assets acquired by Purchaser from Sellers, to the non-current assets acquired by Purchaser from Sellers that are organized in the U.S, and (2) allocate a portion of the Closing Purchase Price to current assets acquired by Purchaser from Sellers based on the net book value of such current assets (“Initial Allocation Principle”); *provided*, that, if Sellers and Purchaser are unable to agree on such Initial Allocation at least ten (10) Business Days prior to Closing, then the Initial Allocation shall be resolved by a nationally recognized accounting firm mutually agreed upon by Sellers and Purchaser, and Sellers, on the one hand, and Purchaser, on the other, shall each bear 50% of the costs of such accounting firm. The accounting firm shall resolve such dispute in a manner consistent with the Initial Allocation Principle.

(ii) Within thirty (30) days of the Closing, Purchaser shall deliver to Sellers a proposed allocation schedule(s) (the “Asset Allocation Schedule(s)”) allocating the Closing Purchase Price (plus specific allocation of the Assumed Liabilities that are treated as part of the purchase price for income Tax purposes, as applicable) on a dollar basis among Sellers, the Acquired Entities, the Acquired Investments and the remaining Acquired Assets; *provided*, that, (A) such schedule shall be prepared in a manner consistent with the principles described on Schedule 2.6(c) (unless otherwise required by a change in applicable Law), and (B) with respect to the Acquired Assets that were acquired from Sellers that are United States persons within the meaning of Section 7701(a)(30) of the Code, such schedule shall be prepared in a manner consistent with Section 1060 of the Code. The parties shall file all Tax Returns in accordance with the Asset Allocation Schedule(s) and not take any other action inconsistent therewith unless otherwise required by a final determination of a Tax Authority.

(iii) Sellers shall have a period of ten (10) Business Days after the delivery of the Asset Allocation Schedule (the “Response Period”) to present in writing to Purchaser notice of any objections Sellers may have to the allocations set forth therein (an

“Objections Notice”). Unless Sellers timely object, such Asset Allocation Schedule shall be binding on the parties without further adjustment, absent manifest error.

(iv) If Sellers shall raise any objections within the Response Period, Purchaser and Sellers shall negotiate in good faith and use their reasonable best efforts to resolve such dispute. If the parties fail to agree within fifteen (15) Business Days after the delivery of the Objections Notice, then the dispute shall be resolved by a nationally recognized accounting firm mutually agreed upon by Sellers and Purchaser, and Sellers, on the one hand, and Purchaser, on the other, shall each bear fifty percent (50%) of the costs of such accounting firm.

(v) The parties shall file their Tax Returns consistent with the Initial Allocation and the Asset Allocation Schedule, in each case, as finally determined pursuant to this Section 2.6(c).

(vi) For purposes of calculating any Transfer Taxes payable by Purchaser (and any Designated Purchasers) in connection with Acquired Assets situated in Canada under Section 6.1(a), the Initial Allocation shall include any relevant categories of property necessary to determine the applicable Transfer Taxes and the provinces in which the Acquired Assets are situated.

Section 2.7 Closing of the Transactions Contemplated by this Agreement.

(a) Closing; Closing Date. The completion of the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities (the “Closing”) shall take place at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York, 10019, commencing at 10:00 a.m. local time on the date that is two (2) Business Days after the day upon which the Monitor’s Certificate has been delivered, all of the conditions set forth under Article VIII (other than conditions to be satisfied at the Closing, but subject to the waiver or fulfillment of those conditions) have been satisfied or, if permissible, waived by Sellers and/or Purchaser (as applicable), or on such other place, date and time as shall be mutually agreed upon in writing by Purchaser and Sellers (the day on which the Closing takes place being the “Closing Date”). Legal title, equitable title and risk of loss with respect to the Acquired Assets will transfer to Purchaser or the relevant Designated Purchasers, and the Assumed Liabilities will be assumed by Purchaser or the relevant Designated Purchasers, at the Closing. Notwithstanding any provision herein to the contrary, at the Closing, the purchase and sale of any Equity Interests included in the Acquired Assets will occur immediately before the sale of the other Acquired Assets and the assumption of the Assumed Liabilities.

(b) Deliveries at the Closing.

(i) Deliveries by Purchaser and the Designated Purchasers. At the Closing, on the terms and subject to the conditions set forth herein, (A) Purchaser shall deliver to (1) the Monitor, in the case of the Canadian Debtors, and (2) the Debtor Estates, in the case of the U.S. Debtors, as distribution agents for Sellers, an aggregate amount equal to (x) the Closing Cash Payment, *minus* (y) the Deposit, *plus* (z) an amount equal to the Work Fee, by wire transfer in immediately available funds to accounts designated at least two (2) Business Days

prior to the Closing Date by the Monitor, in the case of the Canadian Debtors, and the Debtor Estates, in the case of the U.S. Debtors, in each case, in a written notice to Purchaser; and (B) Purchaser and each Designated Purchaser shall deliver to Sellers one or more Local Sale Agreements, executed by a duly authorized representative of Purchaser and each Designated Purchaser.

(ii) Deliveries by Sellers. At the Closing, Sellers shall deliver to Purchaser and each Designated Purchaser one or more Local Sale Agreements, executed by a duly authorized representative of each Seller, an executed copy of the Monitor's Certificate and such other instruments of assignment or transfer as Purchaser or any Designated Purchaser may reasonably deem necessary in order to effect the sale, transfer and conveyance of the Acquired Assets to Purchaser or such Designated Purchaser (including applicable short-form assignments to record and perfect, to the extent possible, any issued, registered or applied for U.S. or Canadian Transferred Intellectual Property owned by any Seller).

(iii) Joint Deliveries. Each Party shall deliver, or cause to be delivered, to such other Party (A) a duly executed counterpart to each Transaction Document to which such Party is a party, (B) an executed instruction letter instructing the Deposit Escrow Agent to disburse the Deposit at the Closing to Sellers in immediately available funds to accounts designated at least two (2) Business Days prior to the Closing Date by Sellers in a written notice to the Deposit Escrow Agent, and (C) any other documents reasonably requested by such other Party in order to effect, or evidence the consummation of, the transactions contemplated herein or otherwise provided for under this Agreement.

(iv) Other Deliveries. The closing certificates and other documents required to be delivered pursuant to this Agreement with respect to the Closing pursuant to Article VIII will be exchanged.

Section 2.8 Designated Purchaser(s); Local Sale Agreements.

(a) Designated Purchasers. Purchaser shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 2.8(a), one or more of its Affiliates to (i) purchase specified Acquired Assets (including specified Assigned Contracts), (ii) assume specified Assumed Liabilities, and/or (iii) employ specified Transferred Employees on and after the Closing Date (any such Affiliate of Purchaser that shall be properly designated by Purchaser in accordance with this clause, a "Designated Purchaser"), and any reference herein to Purchaser shall be accordingly modified to include such Designated Purchaser as necessary to give effect to such designation; *provided, however*, that no such designation shall relieve Purchaser of any of its obligations hereunder, but any payment or performance by any Designated Purchaser shall be deemed to satisfy such payment or performance obligation of Purchaser hereunder.

(b) Notice of Designation. The designation referred to in Section 2.8(a) shall be made by Purchaser by way of a written notice to be delivered to Sellers prior to the Closing (and in no event later than the tenth (10th) Business Day prior to Closing), which written notice

shall identify the applicable Designated Purchaser(s) and shall indicate which Acquired Assets, Assumed Liabilities and Transferred Employees (other than Employees which are transferred by operation of Law) Purchaser intends such Designated Purchaser(s) to purchase, assume and/or employ, as applicable, hereunder and include a signed counterpart to this Agreement in the form attached hereto as Exhibit C, agreeing to be bound by the terms of this Agreement and authorizing Purchaser to act as such Designated Purchaser(s)' agent for all purposes hereunder.

(c) Local Sale Agreements. On the terms and subject to the conditions set forth herein, to the extent necessary to effect the Closing on the terms hereof, the relevant Sellers shall, and Purchaser shall, and shall cause the relevant Designated Purchasers to, enter into such agreements or instruments, including bills of sale and/or assignment and assumption agreements (the "Local Sale Agreements"), providing for (i) the sale, transfer, assignment or other conveyance to Purchaser and relevant Designated Purchasers, in accordance with the requirements of applicable local Law and this Agreement, and (ii) the assumption by the Designated Purchasers of any Assumed Liability that Purchaser intends to allocate to them. Such Local Sale Agreements shall promptly be negotiated in good faith between Sellers and Purchaser, but Sellers shall not be required to give any representations, warranties or indemnities pursuant to such Local Sale Agreements which are greater in scope or liability than those provided for in this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers as of the date hereof and as of the Closing as follows:

Section 3.1 Organization and Corporate Power.

(a) Purchaser is duly organized and validly existing under the Laws of Canada. Each Designated Purchaser other than Purchaser is (or will be as of the Closing, if not yet formed or incorporated) duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Each of Purchaser and the Designated Purchasers has (or will have as of the Closing, if not yet formed or incorporated) the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party.

(b) Each of the Designated Purchasers is (or will be as of the Closing, if not yet formed or incorporated) qualified to do business as contemplated by this Agreement and the other Transaction Documents and to own or lease and operate its properties and assets, including the Acquired Assets, except to the extent that the failure to be so qualified would not prevent or materially delay Purchaser's or any such Designated Purchaser's ability to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the other Transaction Documents to which it is or will become a party.

Section 3.2 Authorization; Binding Effect; No Breach.

(a) The execution, delivery and performance of each Transaction Document to which Purchaser or any of the Designated Purchasers is a party, or is to become a party, have

been duly authorized by Purchaser and the relevant Designated Purchasers, as applicable, at the time of its execution and delivery. Assuming due authorization, execution and delivery by the relevant Sellers, each Transaction Document to which Purchaser or any Designated Purchaser is a party constitutes, or upon execution thereof will constitute, a valid and binding obligation of Purchaser or such Designated Purchaser, as applicable, enforceable against such Person in accordance with its respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy or equity.

(b) The execution, delivery and performance by each of Purchaser and the Designated Purchasers of the Transaction Documents to which Purchaser or such Designated Purchaser is, or on the Closing Date will be, a party do not and will not conflict with or result in a breach of the terms, conditions or provisions of, constitute a default under, result in a violation of, or require any Consent (other than the Antitrust Approvals) pursuant to (i) the current or eventual articles, charter, by-laws, partnership agreement or operating agreement of Purchaser or the relevant Designated Purchaser, (ii) any Contract or other document to which Purchaser or the relevant Designated Purchaser is or will become a party or to which any of its assets is or will become subject or (iii) any Laws to which Purchaser, the Designated Purchaser, or any of their assets is or will become subject, except, in the case of clause (ii) and (iii) above, for such defaults, violations, actions and notifications that would not individually or in the aggregate materially hinder, delay or impair the performance by Purchaser or the Designated Purchasers of any of their obligations under any Transaction Document.

Section 3.3 Purchaser's Acknowledgments.

(a) Purchaser is experienced and sophisticated with respect to transactions of the type contemplated by this Agreement and the other Transaction Documents. In consultation with experienced counsel and advisors of its choice, Purchaser has conducted its own independent review, analysis and investigations of the Business, the Acquired Assets, the Assumed Liabilities, and the rights and obligations it is acquiring and assuming under this Agreement and the other Transaction Documents, as it deems necessary and appropriate in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby.

(b) Purchaser acknowledges and agrees that:

(i) except for the representations and warranties expressly set forth in Article IV, Purchaser has not relied on any representation or warranty from Sellers or any Affiliate of any such Person or any employee, officer, director, accountant, financial, legal or other representative of Sellers, in determining whether to enter into this Agreement and none of Sellers or any other Person (including any officer, director, member or partner of any Seller or its Affiliates) shall have or be subject to any liability to Purchaser, or any other Person, resulting from Purchaser's use of any information, documents or materials made available to Purchaser in any "data rooms", management presentations, due diligence or in any other form in expectation of the transactions contemplated by this Agreement or the other Transaction Documents;

(ii) except for the representations and warranties expressly set forth in Article IV, none of Sellers or any employee, officer, director, accountant, financial, legal or other representative of Sellers, has made or will be deemed to have made any representation or warranty, statutory, express or implied, written or oral, at Law or in equity, as to the Business (or the value or future thereof, including with respect to pro forma financial information, financial projections or other forward-looking statements of Sellers), the Acquired Assets (including any implied representation or warranty as to the condition, merchantability, suitability or fitness for a particular purpose of any of the Acquired Assets, the Assumed Liabilities or any Affiliate of any such Person or the accuracy or completeness of any information regarding any of the foregoing that Sellers or any other Person furnished or made available to Purchaser and its representatives (including any projections, estimates, budgets, offering memoranda, management presentations or due diligence materials)), Sellers' operations, assets, stock, Liabilities or prospects, or the transactions contemplated by this Agreement or the Transaction Documents, and Purchaser will make no claim with respect thereto;

(iii) except for the representations and warranties expressly set forth in Article IV, and subject to the terms of the Bankruptcy Consents, Purchaser or any Designated Purchaser shall acquire the Acquired Assets on an "as is" and "where is" basis without any warranty whatsoever, legal or conventional, at Purchaser's own risk;

(iv) the enforceability of this Agreement against Sellers is subject to receipt of the Bankruptcy Consents; and

(v) notwithstanding anything to the contrary contained herein, Purchaser's obligations to consummate the transactions contemplated by this Agreement or other Transaction Documents are not conditioned or contingent in any way upon the receipt of financing from any Person.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN Article IV, PURCHASER ACKNOWLEDGES THAT SELLERS HAVE NOT GIVEN AND WILL NOT BE DEEMED TO HAVE GIVEN ANY OTHER REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS EXPRESSED OR IMPLIED PURSUANT TO THE *SALE OF GOODS ACT* (ONTARIO), THE CIVIL CODE OF QUÉBEC OR SIMILAR LEGISLATION DO NOT APPLY HERETO AND ARE HEREBY WAIVED BY PURCHASER.

Section 3.4 Brokers. Except for fees and commissions that will be paid by Purchaser, no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of Purchaser or any of its Affiliates.

Section 3.5 GST and QST Registration. Purchaser, if it is acquiring Acquired Assets in Canada, and each Designated Purchaser that acquires Acquired Assets in Canada, shall be duly registered for the purposes of the Tax imposed under Part IX of the *Excise Tax Act* (Canada) and under *An Act respecting the Québec Sales Tax*, effective on or before the Closing Date, and shall provide to Sellers its registration numbers under those statutes promptly upon receipt of same from the relevant Tax Authority.

Section 3.6 Financing. Purchaser has delivered to Sellers true and correct copies of (i) an executed equity commitment letter (the “Equity Commitment Letter”) to Purchaser from Sagard Holdings Inc. and Fairfax Financial Holdings Limited (the “Sponsors”) pursuant to which the Sponsors have committed to provide Purchaser with equity financing in the amount, and on the terms and subject to the conditions, set forth therein (the “Equity Financing”) for purpose of funding a portion of the Closing Purchase Price, and (ii) an executed debt commitment letter to Purchaser from the Debt Financing Sources party thereto (including all exhibits, schedules, annexes and amendments thereto in effect as of the date hereof (other than any fee letters), collectively, the “Debt Commitment Letter” and, together with the Equity Commitment Letter, the “Commitment Letters”) pursuant to which the Debt Financing Sources named therein have committed to lend to Purchaser the amounts set forth therein (the “Debt Financing” and, together with the Equity Financing, the “Financings”) for the purpose of funding a portion of the Closing Purchase Price. As of the date hereof, the Commitment Letters are in full force and effect and to the knowledge of Purchaser, have not been (and the respective commitments contemplated thereby have not been) withdrawn or terminated or otherwise amended or modified in any respect (except in a manner contemplated or permitted by Section 5.17), and, to the knowledge of Purchaser, no such amendment, modification, withdrawal or termination is contemplated. Assuming satisfaction of the conditions set forth in Section 8.1 and Section 8.3, the net proceeds from the Financings available at the Closing for such purposes will be sufficient to consummate the transactions contemplated by this Agreement at Closing. Each Commitment Letter is a legal, valid, binding and enforceable obligation of Purchaser and of the Sponsors (in the case of the Equity Commitment Letter) and, to the knowledge of Purchaser, the other parties to the Commitment Letters, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors’ rights generally or general principles of public policy and equity. There are no agreements, side letters or other arrangements relating to the Commitment Letters that could adversely affect the availability or amount of the Debt Financing or the Equity Financing, other than as set forth in the Debt Commitment Letter and compliance with the terms of any fee letter related to the Debt Financing (which fee letter does not contain any conditions precedent or other contingencies related to the funding of the full amount of the Financings in an amount sufficient to consummate the transactions contemplated by this Agreement at Closing). As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of Purchaser under any term or condition of the Commitment Letters. There are no conditions precedent or other contingencies related to the funding of the full amount of the Financings, other than as expressly set forth in the Commitment Letters. As of the date hereof, Purchaser has fully paid (or caused to be paid) any and all commitment fees or other fees due and payable in connection with the Commitment Letters. Assuming the satisfaction of the conditions set forth in Section 8.1 and Section 8.3, as of the date hereof and the compliance by Sellers with their obligations under Section 5.17(a), Purchaser has

no reason to believe that any of the conditions to availability and funding of the Debt Financing contained in the Commitment Letters will not be able to be satisfied.

Section 3.7 Investment Canada Act. Purchaser is not a Non-Canadian within the meaning of the Investment Canada Act.

Section 3.8 Qualification.

(a) To the Knowledge of Purchaser, there exist no facts or circumstances that would cause, or be reasonably expected to cause, Purchaser and/or its Affiliates not to qualify as “good faith” purchasers under Section 363(m) of the U.S. Bankruptcy Code.

(b) As of the Closing, Purchaser reasonably believes it will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the U.S. Bankruptcy Code with respect to the Assigned Contracts.

(c) Purchaser reasonably believes that, as of the Closing, it will be capable of satisfying the conditions contained in Section 11.3 of the CCAA with respect to the Assigned Contracts as of the date of the Sale Motion. As of the Closing, Purchaser will be capable of satisfying the conditions contained in Section 36(7) of the CCAA.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLERS

Each of Sellers jointly and severally represents and warrants to Purchaser, subject to such exceptions as are disclosed in the Sellers Disclosure Letter (but in each case subject to the qualifications, limitations and other provisions of the Sellers Disclosure Letter, including as set forth on the cover page thereto), as of the date hereof and as of the Closing as follows:

Section 4.1 Organization and Corporate Power.

(a) Each Seller is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Each Seller is in good standing in each of the jurisdictions in which the ownership or leasing of its properties or the conduct of its businesses requires such qualification, except where the failure to so qualify or be licensed has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Subject to the entry of the Bidding Procedures Orders and the Sale Orders from the U.S. Bankruptcy Court and the CCAA Court in connection with the transactions contemplated hereby and in the other Transaction Documents (collectively, the “Bankruptcy Consents”), each of Sellers has the requisite corporate or partnership power and authority to own or lease and to operate and use the Acquired Assets and carry on the Business as now conducted and to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party.

(b) Each of Sellers is qualified to do business and to own and operate its Acquired Assets, as applicable in each jurisdiction in which its ownership of property or conduct of business relating to the Business requires it to so qualify, except to the extent that the failure

to be so qualified has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.2 Subsidiaries and Investments.

(a) Schedule 4.2(a) of the Sellers Disclosure Letter sets forth, with respect to each Seller, the name of each Person in which such Seller holds any Equity Interests, as well as the number, type, class and series of such Equity Interests issued to such Seller. Except as set forth in Schedule 4.2 of the Sellers Disclosure Letter, Sellers do not, directly or indirectly, own, of record or beneficially, any Equity Interest in any Person.

(b) Each of the Acquired Entities is duly formed or organized, validly existing and in good standing (or its equivalent, if applicable) under the applicable Laws of the jurisdiction of its incorporation or organization, has all requisite corporate or other organizational power and authority to own its properties and to carry on its businesses as now conducted and is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which its ownership of property or its conduct of business as now conducted requires it to qualify, except in each such case where the failure to be so qualified would not have a Material Adverse Effect. Except as set forth on Schedule 4.2(b) of the Sellers Disclosure Letter, with respect to each Acquired Entity, there are no (i) authorized, issued or outstanding Equity Interests of such Acquired Entity, or agreement regarding the sale or transfer of Equity Interests of such Acquired Entity, (ii) securities convertible or exchangeable into any Equity Interest of such Acquired Entity, (iii) options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other rights, contracts or agreements that provide for or require such Acquired Entity to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem any Equity Interest of such Acquired Entity, or (iv) stock appreciation, phantom stock, profit participation or similar rights with respect to such Acquired Entity. Except as set forth on Schedule 4.2(b) of the Sellers Disclosure Letter, each outstanding Equity Interest of each Acquired Entity held by any Seller or any Acquired Entity is duly authorized, validly issued, fully paid and nonassessable (as applicable), was issued free of preemptive or similar rights and has been issued pursuant to a valid exemption from registration under all applicable Laws.

(c) Schedule 4.2(c) of the Sellers Disclosure Letter sets forth (i) the address (including city, county, state, or other jurisdiction and zip code) of each Acquired Investment and (ii) the jurisdiction of formation or organization of each Acquired Investment. Schedule 4.2(c) of the Sellers Disclosure Letter sets forth an accurate and, to the Knowledge of Sellers, a complete listing of the percentage of outstanding Equity Interests of each Acquired Investment held by any Seller or, as applicable, any Acquired Entity.

(d) A list of all of the Organizational Documents of each Acquired Entity and (to the extent in Sellers' possession) each Acquired Investment, in each case as amended, as of the date hereof (collectively, the "Acquired Person Organizational Documents"), is set forth on Schedule 4.2(d) of the Sellers Disclosure Letter; true and complete copies of each of the Acquired Person Organizational Documents have been made available for review by Purchaser, which, in the case of any Acquired Investment, is only to the extent in such Seller's possession and to the Knowledge of Sellers. Except as set forth on Schedule 4.2(d) of the Sellers Disclosure

Letter, none of Sellers is, directly or indirectly, subject to any obligation or requirement to provide capital contributions to, or invest in any Person other than as set forth in the Acquired Person Organizational Documents.

(e) Except as set forth in the Acquired Person Organizational Documents, no Person is a party or subject to any agreement or understanding which affects or relates to the voting or giving of written consents (i) with respect to any Equity Interest in any Acquired Entity, or (ii) by a member of the board of managers, board of directors or other similar body of such Acquired Entity.

Section 4.3 Authorization; Binding Effect; No Breach.

(a) Subject to the receipt of the Bankruptcy Consents, the execution, delivery and performance of this Agreement by each Seller has been duly authorized by such Seller. Subject to receipt of the Bankruptcy Consents, and assuming due authorization, execution and delivery by Purchaser, this Agreement will constitute a legal, valid and binding obligation of each Seller, enforceable against it in accordance with its terms.

(b) Except as a result of the Bankruptcy Proceedings, the execution, delivery and, subject to the receipt of the Bankruptcy Consents, performance by each Seller of the Transaction Documents to which such Seller is, or on the Closing Date will be, a party do not and will not conflict with or result in a material breach of the terms, conditions or provisions of, constitute a material default under, result in a material violation of, result in the creation or imposition of any Lien (other than a Permitted Encumbrance or Assumed Liability) upon any of the Acquired Assets, or require any Consent (other than the Antitrust Approvals and the Bankruptcy Consents) or other action by or declaration or notice to any Government Entity pursuant to (i) the articles, charter, by-laws, partnership agreement or operating agreement of the relevant Sellers or any Acquired Entity, (ii) any Material Contract (assuming each Material Contract is an Assigned Contract) to which the relevant Seller is a party or to which any of its Acquired Assets is subject, (iii) any material Order to which any Seller or any of the Acquired Assets are subject, or (iv) any material Laws to which any Seller or any of the Acquired Assets are subject.

Section 4.4 Title to Tangible Assets. Immediately prior to Closing, Sellers will have, and, upon delivery to Purchaser on the Closing Date of the instruments of transfer contemplated by Section 2.8(c), and subject to the terms of the Sale Orders, Sellers will thereby transfer to Purchaser good, legal, and valid title to, or, in the case of property leased or licensed by Sellers, a valid leasehold or licensed interest in, all of the Acquired Assets, free and clear of all Liens, except (i) for the Assumed Liabilities and (ii) for Permitted Encumbrances.

Section 4.5 Material Contracts.

(a) Schedule 4.5(a) of the Sellers Disclosure Letter sets forth a complete list, as of the date hereof, of each of the following Contracts to which a Seller or an Acquired Entity is a party (each such Contract set forth, or required to be set forth, upon Schedule 4.5(a) of the Sellers Disclosure Letter, a “Material Contract”):

(i) in the most recent fiscal year of Sellers resulted in, or is reasonably expected by its terms in the future to result in, the payment or receipt by Sellers or the Acquired Entities, taken as a whole, of more than \$1,000,000 per annum in the aggregate;

(ii) materially restricts the Business from engaging in any business activity anywhere in the world;

(iii) is a material joint venture Contract or partnership or which otherwise involves the sharing of profits, losses, costs or liabilities in any material fashion with any other Person;

(iv) is a material Contract (x) pursuant to which rights in, to, or under Transferred Intellectual Property are granted (including pursuant to which such Intellectual Property is licensed by or to the Company), or (y) that contains a covenant not to sue or a co-existence agreement involving Transferred Intellectual Property, in each case, other than (A) non-exclusive licenses of generally commercially available Software with aggregate annual license, maintenance, or other fees of less than \$100,000, and (B) confidentiality agreements executed in the Ordinary Course;

(v) has as a party thereto any Material Customer, Material Supplier or Material Licensor (other than purchase orders executed or submitted in the Ordinary Course);

(vi) is an employment or consulting Contract (other than customary offer letters that do not contain direct severance terms), transaction bonus or retention agreement, or change in control or severance agreement;

(vii) is a Collective Labor Agreement;

(viii) is a Contract relating to any loan or advances to, or any investments in, any Person (other than another Seller or Acquired Entity or advances of expenses to employees in the Ordinary Course);

(ix) is a Contract relating to any Indebtedness of any Seller or Acquired Entity (A) mortgaging, pledging or otherwise placing a Claim or Lien on any material portion of the assets of any Seller, (B) guarantying any obligation of any Third Party or (C) that otherwise involves Indebtedness in excess of \$1,000,000; *provided*, that any Contract that is solely between or among Sellers, on the one hand, or solely between and among the Acquired Entities, on the other hand, shall be excluded from this clause (ix);

(x) is a letter of credit, performance bond or similar guarantee or credit support obligation;

(xi) is a Lease;

(xii) is a Contract under which any Seller or Acquired Entity is the lessor or sublessor of any real property; or

(xiii) is a Contract under which any Seller or Acquired Entity is lessee of, or holds or operates any personal property owned by any other party, involving annual payments by Sellers or the Acquired Entities in excess of \$250,000.

(b) Each Material Contract is in full force and effect and is a valid and binding obligation of the Seller party thereto and, to the Knowledge of Sellers, the other parties thereto, in accordance with its terms and conditions, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy or equity. Upon entry of the Sale Orders and payment of any applicable Cure Costs, (i) no Seller or Acquired Entity will be in material breach or material default of its obligations under any of the Material Contract that are Assigned Contracts (ii) no condition will exist that with notice or lapse of time or both would constitute a default under any of the Material Contracts that are Assigned Contracts, and (iii) to the Knowledge of Sellers, no other party to any of the Material Contracts that are Assigned Contracts is in material breach or material default thereunder.

(c) Sellers have made available to Purchaser a true, correct and complete copy of each Material Contract, together with all amendments, waivers or other changes thereto.

Section 4.6 Intellectual Property.

(a) Except as set forth on Schedule 4.6(a)(i) of the Sellers Disclosure Letter, the Transferred Intellectual Property includes all of the material Intellectual Property that is necessary for the conduct of the Business, and Sellers own, or have a valid right to use, free and clear of all Liens (other than Permitted Encumbrances), all material Transferred Intellectual Property. (i) To the Knowledge of Sellers, all material Trademarks owned by Sellers and included in the Transferred Intellectual Property (the "Material Owned Trademarks") that are registered with the United States Patent and Trademark Office or applicable foreign offices are in compliance with all material requirements of such applicable registration offices; (ii) to the Knowledge of Sellers, no Person possesses any rights that would restrict or conflict with the use by Sellers of the Material Owned Trademarks; (iii) all products and materials bearing a registered Material Owned Trademark also bear the proper federal registration notice where required by applicable Law; and (iv) Sellers have used commercially reasonable efforts to enforce appropriate quality control measures to maintain the validity and enforceability of the Material Owned Trademarks that they have licensed or otherwise permitted any other Person to use.

(b) Schedule 4.6(b) of the Sellers Disclosure Letter sets forth a true, correct, and complete list (including for each item the owner name(s), registration or application number, and jurisdiction), as of the date hereof, of all U.S., Canadian and other non-U.S. (i) issued Patents, and all pending applications for Patents, (ii) registered Trademarks, and all pending applications for Trademark registration, (iii) registered Copyrights, and all pending applications for Copyright registration, and (iv) domain names, in each case which is owned by a Seller. To the Knowledge of Sellers, all of the Intellectual Property required to be set forth in Schedule 4.6(b) of the Sellers Disclosure Letter is subsisting, valid, and enforceable, subject to any applicable bankruptcy, insolvency (including Laws related to fraudulent transfers), reorganization, moratorium or similar Law.

(c) (i) To the Knowledge of Sellers, the conduct of the Business (including the products and services currently sold, or in the past three (3) years, or provided by or on behalf of Sellers) does not infringe, misappropriate, or otherwise violate, any Person's Intellectual Property in any material respect; (ii) except as set forth on Schedule 4.6(c)(ii) of the Sellers Disclosure Letter, no such claims or Actions have been asserted or, to the Knowledge of Sellers, threatened in writing against any Seller or any other Person within the past three (3) years; (iii) to the Knowledge of Sellers, no Person is infringing, misappropriating, or otherwise violating, any Transferred Intellectual Property owned by Sellers; (iv) no such claims or Actions have been asserted or threatened against any Person by Sellers or any other Person within the past three (3) years; and (v) no Seller has received any written claim contesting the ownership, use, validity, registrability, or enforceability of any material Transferred Intellectual Property. Except as disclosed on Schedule 4.6(c)(ii) of the Sellers Disclosure Letter, none of the material Transferred Intellectual Property is subject to any outstanding consent, settlement, or Order materially restricting the use or ownership thereof by Sellers.

(d) Except as set forth on Schedule 4.6(d)(i) of the Sellers Disclosure Letter, Sellers have taken commercially reasonable measures to maintain, enforce, and protect the confidentiality of the Transferred Intellectual Property. To the Knowledge of Sellers, each past and present employee, consultant, or contractor of Sellers who has developed material Transferred Intellectual Property or had access to material confidential information used or held for use in the Business, has entered into a written agreement pursuant to which such Person (i) agrees to protect the confidentiality of trade secrets and other confidential information of the Business, and (ii) where such Person has been involved in the conception, development, reduction to practice or other creation of any material Transferred Intellectual Property, assigns to one of the Sellers all of such Transferred Intellectual Property, without any Liens or restrictions whatsoever on the use or ownership of such Transferred Intellectual Property, in accordance with applicable Laws, and each such agreement is valid and enforceable in accordance with its terms, and to the Knowledge of Sellers, no such Person has breached any such agreement.

(e) Except as set forth on Schedule 4.6(e) of the Sellers Disclosure Letter, the consummation of the transactions contemplated by this Agreement will not result in the loss or impairment of or payment of any additional material amounts (such additional amounts, for clarity, being in excess of the amounts that would otherwise be due and payable pursuant to the terms of a Contract, had the consummation of the transactions not occurred) with respect to, nor require the consent of any other Person in respect of, Purchaser's or Designated Purchasers' right to own, use, or hold for use any of the Transferred Intellectual Property or Business Systems in a manner identical to the manner in which such Transferred Intellectual Property and Business Systems were owned or used by Sellers in the conduct of the Business immediately prior to the Closing Date.

(f) Except as set forth on Schedule 4.6(f)(i) of the Sellers Disclosure Letter or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) to the Knowledge of Sellers, there has not been any failure, breakdown, continued substandard performance or other adverse events, including breaches or unauthorized access, that has occurred with respect to any Software, hardware, network or other computer systems owned, licensed or leased by Sellers and used in the operation of the Business

(collectively, the “Business Systems”); and (ii) Sellers have taken commercially reasonable actions to protect the confidentiality, integrity and security of the Business Systems (and all information and transactions stored or contained therein or transmitted thereby) against any unauthorized use, access, interruption, modification or corruption, including the implementation of, and compliance with, commercially reasonable (A) data backup, (B) disaster avoidance and recovery procedures, and (C) business continuity procedures.

(g) Except as set forth on Schedule 4.6(g) of the Sellers Disclosure Letter, (x) Sellers are, and for the twenty-four (24) months immediately preceding the date of this Agreement have been, in material compliance, in connection with the operation of the Business, with (i) all applicable data protection or privacy Laws and applicable Laws with respect to the sending of commercial electronic messages, (ii) privacy policies that concern or govern the collection or use of personal or other sensitive information, and (iii) industry standards (including, if applicable, the Payment Card Industry Data Security Standards) relating to privacy and data security; and (y) to the Knowledge of Sellers, in the twenty-four (24) months immediately preceding the date of this Agreement, there have not been any complaints, notices, audits, proceedings, or investigations conducted, or claims asserted by an Person, regarding (A) any actual or alleged security breach or other unauthorized use of or access to the Business Systems (including the data stored therein) or (B) the collection or use of personal or other sensitive information by any Person in connection with the Business.

Section 4.7 Litigation. Except for the Bankruptcy Proceedings (and the Actions related thereto), as of the date hereof, (a) there is, and for the previous three (3) years has been, no Action pending before any Government Entity and, to the Knowledge of Sellers, no Person has threatened in writing to commence any such Action, that relates to any of the Acquired Assets or the Business, that, in any such case, seeks monetary relief in an amount exceeding \$250,000 for any individual claim or for a series of related claims or any equitable relief that would reasonably be expected to materially impair the operation of the Business or other regulatory or criminal penalty or that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (b) there is no Order outstanding to which any Seller is, or any of the Acquired Assets (including any Acquired Entity) is, subject.

Section 4.8 Financial Statements. The unaudited consolidated financial statements of the Company as of May 31, 2016 and Most Recent Seller Financial Statements (including all related notes and schedules) (a) fairly presented in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations, their consolidated cash flows for the respective periods then ended and changes in stockholders’ equity for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto, in each case which are not material) and (b) have been prepared in all material respects in conformity with GAAP (except, in the case of the unaudited statements, as permitted by the SEC and Canadian Securities Law) applied on a consistent basis during the periods involved (in each case, except as may be indicated therein or in the notes thereto).

Section 4.9 Compliance with Laws; Consents.

(a) No Seller and no Acquired Entity is, nor in the past three (3) years has any Seller or Acquired Entity been, in violation of any applicable Law in connection with the Business, except where such violations have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Seller or Acquired Entity has received any notice or written claims from any Government Entity within the last three (3) years preceding the date hereof relating to any non-compliance of the Business or the Acquired Assets with any applicable Law nor is there any such notice or claim pending or, based on the Knowledge of Sellers, any such notice or claim threatened, except where such claim has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) (i) All the Consents of Government Entities necessary for the conduct of the Business as conducted on the date hereof, have been duly obtained and are in full force and effect, except where the absence of any of such Consents has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (ii) the relevant Sellers and Acquired Entities are in compliance with the terms of each of such Consents, except where such non-compliance has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Seller or Acquired Entity has received any notice or written claim from any Government Entity relating to any non-compliance of the Business or the Acquired Assets with such Consents, nor is there any such notice or claim pending or, based on the Knowledge of Sellers, any such notice or claim threatened, except where such non-compliance has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) In the past three (3) years, none of the Company or any of its Subsidiaries has, whether voluntarily or as a result of any action by any Government Entity or trade or consumer group, generally recalled or withdrawn (or been requested to recall or withdraw) a Product manufactured, distributed or sold by or on behalf of the Company or any Subsidiary and no such recall or proceeding is pending or, to the Knowledge of Sellers, threatened against the Company or any of its Subsidiary.

(d) In the past three (3) years, there have been no material Claims against the Company or any Subsidiary alleging any material defects in any of the services or Products manufactured, distributed or sold by or on behalf of the Company or any Subsidiary or alleging any failure of such Products or services to meet applicable specifications, warranties, or contractual commitments in any material respect.

(e) Neither the Company nor any of its Subsidiaries, nor any of their respective officers, directors or employees, nor to the knowledge of the Company, any agent or other Third Party representative acting on behalf of the Company or any of its Subsidiaries, has at any time during the past three (3) years made any unlawful payment or given, offered, promised, or authorized or agreed to give, any money or thing of value, directly or indirectly, to any Government Official or other Person in violation of any applicable Anti-Corruption Laws. The Company and its Subsidiaries have systems and controls in place that are reasonably

designed to maintain complete and accurate books and records, including records of payments to any agents, consultants, representatives, Third Parties and Government Officials.

(f) The Company and its Subsidiaries have implemented and maintain in effect written policies, procedures and internal controls, including an internal accounting controls system, that are reasonably designed to prevent, deter and detect violations of applicable Anti-Corruption Laws and Trade Control Laws. During the three (3) years prior to the date hereof, neither the Company nor any of its Subsidiaries has, in connection with or relating to the business of the Company or any of its Subsidiaries, received from any Government Entity or any other Person any notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Government Entity; or conducted any internal investigation or audit concerning any actual or potential material violation or wrongdoing related to Trade Control Laws or Anti-Corruption Laws.

(g) Neither the Company nor any of its Subsidiaries, nor any of their respective officers, directors or employees, nor to the knowledge of the Company, any agent or other third party representative acting on behalf of the Company or any of its Subsidiaries, is currently, or has in the last three (3) years: (i) been a Sanctioned Person, (ii) engaged in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violated applicable Sanctions Laws; (iv) otherwise violated in any material respect applicable Trade Control Laws including, without limitation, Sanctions Laws, export control laws, valuation, classification, or duty treatment requirements of imported merchandise, the eligibility requirements of imported merchandise for favorable duty rates or other special treatment, country of origin marking requirements, and other U.S. import laws administered by U.S. Customs and Border Protection, Canadian import laws administered by the Canada Border Services Agency, and the anti-boycott Laws administered by the U.S. Department of Commerce and U.S. anti-boycott Laws.

Section 4.10 Real Property.

(a) Schedule 4.10(a) of the Sellers Disclosure Letter sets forth, as of the date hereof, (i) all unexpired leases, subleases, licenses or other occupancy agreements (collectively, the “Leases”) (or other property interests) for real property under which any Seller or Acquired Entity is a lessee, licensee or occupant and that are Assigned Contracts (collectively, the “Leased Real Property”), (ii) each lease, license or occupancy agreement in favor of any Third Party affecting any Leased Real Property and (iii) all of the Actions currently pending by or against Sellers which pertain to the Leased Real Property, other than those Actions that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. None of the Sellers or any of their respective Subsidiaries owns any real property.

(b) Sellers have received all Consents that are necessary or appropriate in connection with Sellers’ or any Acquired Entity’s occupancy, operation, ownership or leasing of the Leased Real Property, and the present use of the Leased Real Property does not violate the Consents applicable thereto, except where the failure to receive, or violation of, a Consent has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) No Seller or Acquired Entity has received written notice, nor is there pending or, to the Knowledge of Sellers, is there any threatened (i) condemnation, eminent domain, expropriation or similar proceeding affecting the Leased Real Property except as set forth in Schedule 4.10(c) of the Sellers Disclosure Letter, (ii) proceeding to change the zoning classification of any portion of the Leased Real Property or (iii) imposition by a Government Entity of any special assessments for public betterments affecting the Leased Real Property, which in any case has had or would reasonably be expected to have, individually or in the aggregate, have a Material Adverse Effect.

(d) Upon entry of the Sale Orders and payment of the Cure Costs, (i) no Seller or Acquired Entity will be in breach or default of its obligations under any of the Leases that is an Assigned Contract, (ii) no condition exists that with notice or lapse of time or both would constitute a default under any of the Leases that is an Assigned Contract, and (iii) to the Knowledge of Sellers, no other party to any of the Leases that is an Assigned Contract is in breach or default thereunder.

(e) Except as set forth in Schedule 4.10(e) of the Sellers Disclosure Letter, each Lease is valid and subsisting, in full force and effect, unamended by oral or written agreement, and the tenant thereunder is entitled to the full benefit and advantage of each Lease in accordance with its terms.

(f) A true, correct and complete copy of each Lease has been made available to Purchaser.

Section 4.11 Environmental Matters.

(a) The Business, the Acquired Assets and the Leased Real Property are and, for the last three (3) years, have been in compliance with Environmental Laws and Sellers and the Acquired Entities have obtained and are and have been, for the last three (3) years, in compliance with all Environmental Permits, required under applicable Environmental Laws, except where failure to comply with Environmental Laws, or to obtain or comply with Environmental Permits, has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither Sellers nor the Acquired Entities have received any written communication from any Person, whether from a Government Entity, citizens group, employee or otherwise, alleging that the Business, the Acquired Assets or the Leased Real Property is not in compliance with Environmental Laws, except for any written communication that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) There are no Environmental Claims relating to the Business, Leased Real Property or the Acquired Assets pending or threatened against any Seller or Acquired Entity, except, in each case, those Environmental Claims that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. There are no current or past actions, activities, circumstances, conditions, events or incidents, including the Release, threatened Release or presence of any Hazardous Material, which would reasonably be expected to form the basis of any Environmental Claim or would reasonably be expected to give rise to any Liability under Environmental Laws relating to the Business, Leased Real Property or

the Acquired Assets, except, in each case, which have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) To the Knowledge of Sellers, no Hazardous Materials are present at, on, under or adjacent to any properties (including the Leased Real Property), and neither Sellers nor the Acquired Entities have manufactured, distributed, sold, Released, or exposed any Person to, any Hazardous Materials, in each case that would reasonably be expected to result in Liabilities, including obligations for Cleanup, to any Seller or Acquired Entity pursuant to Environmental Laws, except those Liabilities or obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) Sellers have delivered or otherwise made available for inspection to Purchaser copies of all material reports, studies, audits, analyses, tests, monitoring data, Environmental Permits, or documents possessed by or under the reasonable control of Sellers and the Acquired Entities pertaining to any environmental or public or worker health and safety (as it relates to exposure to Hazardous Materials) matter with respect to the Acquired Assets, Leased Real Property or Business.

Section 4.12 Labor and Employee Benefits Matters.

(a) Schedule 4.12(a) of the Sellers Disclosure Letter contains an accurate and complete list, as of the date hereof, of all material Seller Employee Plans. Sellers have provided Purchaser with a complete and current copy of the plan document of each material Seller Employee Plan or, if such plan document does not exist, an accurate written summary of such Seller Employee Plan, together with all current booklets and current, material communications concerning such Seller Employee Plan having been provided to persons entitled to benefits under such plan and copies of all material documents relating to such Seller Employee Plan, including, as applicable: (i) the most recent trust agreements, funding agreements, insurance contracts and policies, investment management agreements, subscription and participation agreements, benefit administration contracts and financial administration contracts; (ii) the most recent financial and accounting statements and reports; (iii) the two (2) most recent actuarial reports (whether or not such reports were filed with a Government Entity) and any supplemental cost certificates filed with any Government Entity within the last two (2) plan years; and (iv) the most recent annual information returns or other returns filed with any Government Entity, and (v) any material correspondence with, any Government Entity within the thirty-six (36) months preceding the date of this Agreement.

(b) Except to the extent such disclosure is prohibited by Law, including Laws relating to privacy, Schedule 4.12(b) of the Sellers Disclosure Letter sets forth the name or employee identification number, job title, date of hire, salary or hourly rate, union/non-union status, job location, and bonus and incentive targets (as applicable) of each Employee as of the date hereof. The information contained in Schedule 4.12(b) of the Sellers Disclosure Letter in respect of the Employees (the “Employee Information”) is accurate in all material respects as of the date hereof.

(c) There is no, and for the past three (3) years has not been any, actual or, to the Knowledge of Sellers, threatened strike, labor dispute, slowdown, lockout, picketing or work stoppage against Sellers or the Acquired Entities.

(d) Schedule 4.12(d) of the Sellers Disclosure Letter lists, as of the date hereof, all the Collective Labor Agreements that pertain to the Employees. In the past three (3) years, to the Knowledge of Sellers, no petition has been filed or proceedings instituted by a union, collective bargaining agent, employee or group of employees with any Government Entity seeking recognition or certification of a collective bargaining agent with respect to any Employees or former employees, and, to the Knowledge of Sellers, no organizational effort is currently being made or has been threatened by or on behalf of any union, employee, group of employees or collective bargaining agent to organize any Employees. Sellers have made available to Purchaser a true and complete copy of the Collective Labor Agreements listed in Schedule 4.12(d) of the Sellers Disclosure Letter.

(e) With respect to each Transferred Employee Plan: (i) if intended to qualify under Section 401(a), 401(k) or 403(a) of the Code, such plan and the related trust are so qualified and have received a favorable determination letter from the IRS, or such plan consists of a master or prototype plan that has received a favorable opinion letter from the IRS that has not been revoked, and to the Knowledge of Sellers there is no basis for the revocation of such letter; (ii) it is and has been established, registered, amended, funded, administered and invested in compliance in all material respects, with its terms, applicable Law and any Collective Labor Agreements, as applicable, and Sellers have not received any notice from any Person or Government Entity questioning or challenging such compliance for which Liability would remain; (iii) there is no Action, investigation by a Government Entity, or pending or threatened claims against, by or on behalf of any Transferred Employee Plan or the Acquired Assets, or the fiduciaries or administrators thereof, in their capacities as such (other than routine claims for benefits), and to the Knowledge of Sellers no fact exists that could reasonably be expected to give rise to any such Action, investigation or claim; (iv) there have not been any prohibited transactions within the meaning of Section 4975 of the Code or Section 406 of ERISA and no breaches of fiduciary duty (as determined under ERISA) with respect to any Transferred Employee Plan for which Liability would remain; and (v) all required employee and employer contributions (other than special amortization payments since the Petition Date to such plans that are Canadian registered pension plans), distributions, reimbursements, payments, premiums and expenses, to or in respect of, such Transferred Employee Plans have been timely paid in full or, to the extent not yet due, have been adequately accrued.

(f) Except as disclosed in Schedule 4.12(f) of the Sellers Disclosure Letter or any Collective Labor Agreement, Sellers have no formal plan and have made no promise or commitment, whether legally binding or not, to create any additional Seller Employee Plan, or to improve or change the benefits provided under any Seller Employee Plan.

(g) Except as set forth in Schedule 4.12(g) of the Sellers Disclosure Letter, no Acquired Assets of any Transferred Employee Plan are invested in units of a unitized trust sponsored by a Seller, and where the Acquired Assets of any Transferred Employee Plan are invested in units of a unitized trust sponsored by a Seller, no entity other than any Seller or a Person acting in relation to a Transferred Employee Plan holds units of any such unitized trust

and the unitized trust has been established, qualified, invested and administered in all material respects in accordance with the terms of such unitized trust and all applicable Law.

(h) All data necessary to administer each Transferred Employee Plan is in the possession of Sellers or their agents and is in a form that is reasonably sufficient for the proper administration of the Transferred Employee Plan in accordance with its terms and all Laws and such data is complete and correct in all material respects.

(i) Except as disclosed in Schedule 4.12(i) of the Sellers Disclosure Letter, there are no unfunded liabilities in respect of any Transferred Employee Plans that are required to be funded under applicable Law, as applicable, including going concern unfunded liabilities, wind-up deficiencies and solvency deficiencies.

(j) There is no entity, other than Sellers and their respective Subsidiaries, participating in any of the Transferred Employee Plans.

(k) No Seller Employee Plan is, and no Seller or any Affiliate of any Seller has any Liability under or with respect to: (i) a “defined benefit plan” (as defined in Section 3(35) of the ERISA) or a pension plan with a “defined benefit provision” within the meaning of Subsection 147.1(1) of the Tax Act or any plan that is or was subject to Title IV of ERISA or Section 412 of the Code; or (ii) a “multiemployer plan” as defined in Section 3(37) of ERISA or the applicable Law of another jurisdiction.

(l) Except as set forth in Schedule 4.12(l) of the Sellers Disclosure Letter, the consummation of the transactions contemplated by this Agreement (whether alone or together with any other event, including the termination of employment) will not (i) entitle any Employee or former employee or any other current or former individual service provider of the Business to receive any compensation, severance pay, unemployment compensation or any other payment, in each case that would not be payable absent consummation of the transactions contemplated by this Agreement, or accelerate the time of payment, funding or vesting, or increase the amount of compensation or benefits due any such Employee or former employee or such current or former individual service provider (other than under any plan, program or arrangement with respect to which Purchaser or any Affiliate have no direct, indirect or contingent liability), (ii) give rise to any Liability under any Transferred Employee Plan, including any accelerated or increased funding requirements or any withdrawal liability, (iii) limit or restrict the right of Purchaser or any Affiliate to merge, amend or terminate any Transferred Employee Plan, or (iv) give rise to the payment of any amount that would subject any Employee or former employee or any other current or former individual service provider of the Business to Section 4999 of the Code or result in the non-deductibility of any payment under Section 280G of the Code.

(m) Except as set forth in Schedule 4.12(m) of the Sellers Disclosure Letter, no Seller Employee Plan provides welfare benefits, including death or medical benefits (whether or not insured) beyond retirement or other termination of service, other than coverage mandated solely by applicable Law, or the full costs of which are borne by participants and not by the employer or sponsor.

(n) The Business is, and for the past three (3) years has been, in compliance in all material respects with all applicable Laws respecting employment and employment practices, including all Laws respecting terms and conditions of employment, health and safety, wages and hours, worker classifications, child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity, pay equity (including maintenance of pay equity), Government Entity sponsored plans, including pension, social security, withholding and payment of payroll Taxes, parental insurance, prescriptions drugs and similar plans, plant closures and layoffs, affirmative action, workers' compensation, labor relations, collective bargaining, employee leave issues and unemployment insurance. In the past three (3) years, Seller has not implemented or announced any employee layoffs or plant closings triggering obligations under the *Worker Adjustment Retraining and Notification Act* or any other foreign, state, or local Law respecting employee layoffs or plant closings.

(o) Except as set forth on Schedule 4.12(o) of the Sellers Disclosure Letter, during the past three (3) years the Business has not received (i) notice of any unfair labor practice charge or of any complaint pending or threatened against it before the National Labor Relations Board or any other Government Entity, (ii) notice of any charge or complaint with respect to or relating to it pending before the Equal Employment Opportunity Commission or any other Government Entity responsible for the prevention of unlawful employment practices, (iii) notice of the intent of any Government Entity responsible for the enforcement of labor, employment, wages and hours of work, pay equity, human rights, worker classification, child labor, immigration, or occupational safety and health laws to conduct an inspection or investigation with respect to or relating to it or notice that such inspection or investigation is in progress, (iv) notice of violation, infringement, breach or lack of compliance by any Government Entity responsible for the enforcement of labor, employment, wages and hours of work, pay equity, human rights, worker classification, child labor, immigration, or occupational safety and health laws, or (v) notice of any Action pending or threatened in any forum by any Government Entity, by any union or bargaining agent, or by or on behalf of any Employee or former employee, any applicant for employment or classes of the foregoing alleging breach of any express or implied contract of employment, any applicable Law governing labor or employment, including all Law respecting wages and hours or work, pay equity, human rights, worker classification, child labor, immigration or occupation safety and health or the termination of employment or any discriminatory, wrongful or tortious conduct in connection with the employment relationship.

(p) To the Knowledge of Sellers, no Employee is in any respect in material violation of any nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, restrictive covenant or other obligation to a former employer of any such employee relating (i) to the ability of any such Employee to be employed by the Business or to perform their current job duties and responsibilities or (ii) to the knowledge or use of trade secrets or proprietary information, or any obligations of the same nature contained in any employment agreement.

(q) Each Transferred Employee Plan that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A of the Code) complies in all material respects with the requirements of Section 409A of the Code and the regulations thereunder by its terms and has been operated in all material respects in accordance with such requirements such

that no material additional Taxes are due with respect to any such arrangement under Section 409A of the Code.

(r) The Business is not a party to, or is otherwise obligated under, any contract, agreement, plan or arrangement with any current or former director, officer, employee, consultant, advisor or other service provider of the Business to provide a gross-up, indemnification, or reimbursement of or other payment for any Taxes, interest or penalties imposed by Section 409A or 4999 of the Code (or any corresponding provisions of state or local Law related to Tax). The Business has made available to Purchaser copies of calculations related to Taxes under Section 4999 of the Code and loss of deductibility under Section 280G of the Code and related interest or penalties, prepared in good faith (whether or not final) by outside accountants in connection with the transactions contemplated by this Agreement, if any, with respect to any Employee whose position is senior vice president or more senior, and upon written request of Purchaser, shall provide any additional such calculations prepared on behalf of the Business with respect to other employees as soon as practicable following the date hereof; *provided*, that this Section 4.12(r) shall not obligate Sellers to prepare or undertake to prepare any such calculations to the extent not already prepared.

Section 4.13 Taxes.

(a) All material Tax Returns required to have been filed by Sellers or any of the Acquired Entities have been duly and timely filed and are true, correct and complete in all material respects.

(b) Each Seller and each of the Acquired Entities has timely paid all material amounts of Taxes due and payable by it. The accruals and reserves with respect to Taxes (other than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the Most Recent Seller Financial Statements are adequate to cover all Taxes of Sellers and each of the Acquired Entities accruing or payable with respect to Tax periods (or portions thereof) ending on or before the date of the Most Recent Seller Financial Statements. All material amounts of Taxes of Sellers and each of the Acquired Entities attributable to Tax periods (or portions thereof) commencing after the date of the Most Recent Seller Financial Statements have arisen in the Ordinary Course.

(c) Sellers and each of the Acquired Entities have withheld and paid all material amounts of Taxes required to have been withheld and paid by them to the appropriate Government Entity in connection with amounts paid or owing to any employee, independent contractor, creditor, equity holder, or other Third Party.

(d) No action, suit, proceeding, claim or audit regarding a material amount of Taxes or any written notice of inquiry of any of the foregoing is pending against or with respect to Sellers and each of the Acquired Entities regarding Taxes, and no action, suit, proceeding or audit has been threatened in writing against or with respect to Sellers and each of the Acquired Entities regarding a material amount of Taxes.

(e) None of the Acquired Entities is a party to or bound by any Tax allocation or Tax sharing agreement, and none of the Acquired Entities has any current or potential

obligation to indemnify any Person with respect to Taxes under Contract (other than customary written commercial agreements entered into in the Ordinary Course a principal purpose of which does not relate to Taxes), operation of Law, or U.S. Treasury Regulations Section 1.1502-6 (or applicable or similar state, local or non-U.S. Law).

(f) No written claim has ever been made by a Tax Authority in a jurisdiction where any of the Sellers or the Acquired Entities does not file Tax Returns that any Seller or any of the Acquired Entities is or may be subject to taxation by such jurisdiction.

(g) None of the Acquired Entities has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, which waiver or agreement is still in effect.

(h) There are no Liens for Taxes upon any of the Acquired Assets or any of the assets of the Acquired Entities, except for Permitted Encumbrances.

(i) None of the Acquired Assets is “tax-exempt bond financed property” or “tax-exempt use property” within the meaning of Section 168 of the Code.

(j) None of the Acquired Entities is or has been a party to any “listed transaction,” as defined in Code Section 6707A(c)(2) of the Code.

(k) None of the Acquired Entities (i) is or has ever been a “passive foreign investment company” within the meaning of Section 1297 of the Code, (ii) is subject to any private letter ruling of the U.S. Internal Revenue Service or any comparable or similar rulings of any Tax Authority or has entered into any “closing agreement” within the meaning of Section 7121 of the Code (or any comparable or similar provision of any Tax Law), (iii) has constituted either a “distributing corporation” or a “controlled corporation” in a distribution of stock intended to qualify under Section 355(a) of the Code or Section 361 of the Code (or any comparable or similar provision of any Tax Law), (iv) has made an election under Section 897(i) of the Code to be treated as a domestic corporation, (v) is a party to any gain recognition agreement under Section 367 of the Code or (vi) will have a material amount of taxable income that will be required under applicable Tax Law to be reported by Purchaser or any of its Affiliates, including any Acquired Entity, for a taxable period beginning after the Closing Date which taxable income was realized (or reflects economic income arising) prior to the Closing Date.

(l) No Seller that is not required to provide the certification of non-foreign status pursuant to Section 6.3(b) is transferring any “United States real property interests” (within the meaning of Section 897(c) of the Code) to Purchaser.

(m) Except as set forth in Schedule 4.13(m) of the Sellers Disclosure Letter, no Seller is, or has been, registered as a vendor for sales tax purposes under the laws of British Columbia, Saskatchewan, Manitoba or Ontario.

(n) Sellers and the Acquired Entities have deducted or withheld from every payment all amounts required by applicable Law to be deducted or withheld in respect of Taxes that could otherwise result in a Source Deduction Liability, and have remitted such amounts so

deducted or withheld to the applicable Tax Authority on a timely basis in accordance with applicable Law.

Section 4.14 Absence of Certain Developments; No Undisclosed Liabilities.

(a) Except as required by Law or GAAP, and excluding the Bankruptcy Proceedings, since May 31, 2016 through the date hereof: (a) Sellers and the Acquired Entities have conducted the Business in the Ordinary Course; (b) there have not occurred any facts, conditions, changes, violations, inaccuracies, circumstances, effects or events that have constituted, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect; and (c) except as set forth in Schedule 4.14(a) of the Sellers Disclosure Letter, no Seller or Acquired Entity has taken any action (or committed to take any action) that, if taken on or after the date hereof, would require the consent of Purchaser pursuant to any of clauses (i), (iii), (v), (viii), (xvi), (xvii) or (xviii) of Section 5.7(b).

(b) The Acquired Entities do not have any Indebtedness or Liabilities of a nature required to be reflected or reserved against on the face of a balance sheet prepared in accordance with GAAP (or in the notes thereto), except Liabilities (a) incurred in connection with the ABL DIP Credit Agreement and/or the DIP Credit Agreement, (b) incurred since the date of the Most Recent Seller Financial Statements in the Ordinary Course or as required by applicable Law (none of which constitutes, results from or is related to, non-compliance with any Law or Order, any Claim or Action, or any breach of contract, breach of warranty, tort or infringement), or (c) required to be incurred under this Agreement.

Section 4.15 Material Customers, Suppliers and Licensors.

(a) Schedule 4.15(a) of the Sellers Disclosure Letter contains a correct and complete list, as of the date hereof, of the identity of the Material Customers, Material Suppliers and Material Licensors, and, as applicable, the amount of sales to, purchases from or royalties paid to each such Material Customer, Material Supplier and Material Licensor, respectively, during the twelve (12) month period ending on and as of September 30, 2016 (in the case of Material Customers and Material Suppliers) and the twelve (12) month period ending May 31, 2016 (in the case of Material Licensors).

(b) Except as set forth on Schedule 4.15(b) of the Sellers Disclosure Letter, since January 1, 2016, no Material Customer, Material Supplier or Material Licensor has canceled or terminated, and Sellers have not received, as of the date hereof, any written notice from any Material Customer, Material Supplier or Material Licensor that it intends to cancel or otherwise terminate any of its material Contracts with the Company or its Subsidiaries or to materially decrease its usage of the Products or services of, or supply of Products or services to, the Company or its Subsidiaries. To the Knowledge of Sellers, as of the date hereof, no current Material Customer, Material Supplier, or Material Licensor intends, within 90 days following the date hereof, to terminate or materially alter its business relations with the Company or any Subsidiary, either as a result of the transactions contemplated by this Agreement or otherwise.

Section 4.16 Affiliate Transactions. Except for this Agreement and the other Transaction Documents, no Affiliate or any other Person not acting at arm's length (within the

meaning of the Tax Act) of any Seller (other than any other Seller or any of its Subsidiaries) (a) is a Material Customer, Material Supplier or Material Licensor (or, to the Knowledge of Sellers, a controlling equityholder thereof), (b) is a party to any Material Contract with any Seller or Acquired Entity that results in payment or receipt by the Business of more than \$500,000 per annum in the aggregate, (b) has any Action against any Seller or Acquired Entity, (d) has a loan outstanding from any Seller or Acquired Entity or (c) owns any material assets that are used in the Business.

Section 4.17 Insurance. Schedule 4.17 of the Sellers Disclosure Letter lists and describes, as of the date hereof, all policies of insurance owned, held, or maintained by or for the benefit of Sellers or any Acquired Entity or insuring the Acquired Assets. Except as set forth on Schedule 4.17 of the Sellers Disclosure Letter, (a) current premiums under such policies have been paid and all such policies are valid and in full force and effect on the date hereof and no Seller or Acquired Entity is in default with respect to its obligations under any such policies and (b) no Seller or Acquired Entity has received any written notice threatening suspension, revocation, material modification or cancellation of any insurance policy or a material increase in any premium in connection therewith or informing any Seller or Acquired Entity that any coverage listed on Schedule 4.17 of the Sellers Disclosure Letter will not be available in the future on substantially the same terms as now in effect. No Seller or Acquired Entity has been denied insurance coverage based on any final determination of the applicable insurer (excluding any initial denial of coverage that is later overturned) within the past three years. No Seller or Acquired Entity has any self-insurance or co-insurance programs. All relevant insurers have been timely notified by Sellers of all pending claims or anticipated claims as required by their respective insurance policies.

Section 4.18 Banks. Schedule 4.18 of the Sellers Disclosure Letter contains a complete and correct list, as of the date hereof, of the names, locations and accounts of all banks in which any Seller or Acquired Entity has accounts or safe deposit boxes and the names of all persons authorized to draw thereon or that have access thereto. Except as set forth on Schedule 4.18 of the Sellers Disclosure Letter, no Person holds a power of attorney to act on behalf of any Seller or Acquired Entity with respect to any such accounts or safe deposit boxes.

Section 4.19 Brokers; Advisors Fees. Except for fees and commissions that will be paid or otherwise settled or provided for by Sellers, no broker, finder or investment banker is entitled to any brokerage, finder's or other similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of Sellers or any of their Affiliates.

Section 4.20 Not a Non-Resident. Each Seller listed in Schedule 4.20 of the Sellers Disclosure Letter is not a non-resident of Canada within the meaning of the Tax Act.

Section 4.21 Taxable Canadian Property. Each Seller that is not listed in Schedule 4.20 of the Sellers Disclosure Letter is not selling an Acquired Asset that is used in, eligible capital property in respect of, or property described in an inventory of, a business carried on in Canada, in each case for purposes of the Tax Act or that is any other "taxable Canadian property" within the meaning of the Tax Act ("TCP") or a "taxable Quebec property" within the meaning of sections 1, 1094 and 1096 of the Taxation Act ("TQP").

Section 4.22 GST and QST Registration. Each Seller that is selling Acquired Assets in Canada is duly registered for the purposes of the Tax imposed under Part IX of the *Excise Tax Act* and, if such Seller is selling Acquired Assets in Quebec, under *An Act respecting the Québec Sales Tax* under the numbers set forth in Schedule 4.22 of the Sellers Disclosure Letter. No other Seller is registered for GST or QST purposes.

Section 4.23 Competition Act. Sellers (and their affiliates, as affiliate is defined in the Competition Act) do not have assets in Canada that exceed Canadian \$400 million, or gross revenues from sales in, from or into Canada, that exceed \$400 million, all as determined in accordance with Part IX of the Competition Act and the Notifiable Transactions Regulations thereunder.

ARTICLE V COVENANTS AND OTHER AGREEMENTS

Section 5.1 Bankruptcy Actions.

(a) Sellers and Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to entry of, as applicable, the Bidding Procedures Orders and the Sale Orders. In the event of any discrepancy between this Agreement and the Bidding Procedures Orders and the Sale Orders, the Bidding Procedures Orders and the Sale Orders shall govern; provided, that nothing herein shall limit the rights of Purchaser hereunder in the event that any Bidding Procedures Order or any Sale Order differs from the forms attached hereto.

(b) On the Petition Date, Sellers shall file with the U.S. Bankruptcy Court the Sale Motions, and within two (2) Business Days of the Petition Date shall file the Sale Motions with the CCAA Court. The Sale Motions shall be served by Sellers' counsel or a Court-appointed claims agent on all parties whom Purchaser's counsel reasonably requests in writing be served. Sellers shall use their reasonable commercial efforts to have a final bid deadline for parties participating in the Auction of not later than January 4, 2017 and conduct the Auction for the Acquired Assets and Assumed Liabilities on or before January 9, 2017.

(c) Sellers shall use their reasonable commercial efforts to have each of the CCAA Court and the U.S. Bankruptcy Court enter the Sale Orders as promptly as practicable after the completion of the Auction.

(d) In the event reconsideration is sought, leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Bidding Procedures Orders or the Sale Orders, Sellers shall notify Purchaser as promptly as practicable of such leave to appeal, appeal or stay request and shall provide to Purchaser as promptly as practicable a copy of the related notice(s) or order(s). Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any leave to appeal or appeal from such orders.

(e) From and after the date hereof, subject to Section 5.1(h), Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding Procedures Orders or, if Purchaser is the Prevailing Bidder at the Auction, the Sale Orders.

(f) From and after the date hereof, Sellers shall provide such prior notice as may be reasonable under the circumstances before filing any materials with the Bankruptcy Courts that relate, in whole or in part, to this Agreement, Purchaser or the Auction and shall consult in good faith with, and consider comments of, Purchaser regarding the content of such materials prior to any such filing.

(g) If an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the “Prevailing Bidder”) but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the “Back-up Bidder”) and keep Purchaser’s bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction with the consent of Purchaser) open and irrevocable in accordance with the Bidding Procedures Orders until the Extended Outside Date.

(h) Sellers shall provide Purchaser (i) any notices of default or event of default given to or received by or from, or any exercise on collateral granted to, the agent or any lender under the Alternative DIP Credit Agreement and (ii) all reports, notices or documents as and when required to be delivered to the agent or any lender under the Alternative DIP Credit Agreement.

Section 5.2 Cooperation.

(a) Prior to the Closing, upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement as soon as practicable (with a target Closing Date of February 2, 2017), including the preparation and filing of all forms, registrations and notices required to be filed to consummate the Closing, the taking of such actions as are necessary to obtain any requisite Consent, *provided*, that Sellers shall not be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by Purchaser) in order to obtain any Consent.

(b) Each of Sellers and Purchaser shall promptly notify the other of the occurrence, to such Party’s knowledge, of any event or condition, or the existence, to such Party’s knowledge, of any fact, that would reasonably be expected to result in any of the conditions set forth in Article VIII not being satisfied.

Section 5.3 Regulatory Approvals.

(a) (i) Within ten (10) Business Days following the date of this Agreement, the Parties shall determine whether the transactions contemplated by this Agreement are subject to a notification pursuant to Part IX of the Competition Act and provide to Sellers such information that is necessary for the making of such determination, and (ii) the Parties shall work together in good faith to determine as promptly as practicable whether the transactions contemplated by this Agreement are subject to (A) any other Mandatory Antitrust Approval and

(B) any other Consent of any Government Entity required to satisfy the condition set forth in Section 8.1(a).

(b) In furtherance and not in limitation of the provisions of Section 5.2, each of the Parties agrees to prepare and file as promptly as practicable after the date on which the Bidding Procedures Orders are entered into and approved by the Bankruptcy Courts (and in any event within fifteen (15) Business Days following the date thereof): (i) notification forms pursuant to Part IX of the Competition Act and a joint-request for an Advance Ruling Certificate, if the Parties determine that the transactions contemplated by this Agreement are subject to notification under Part IX of the Competition Act; (ii) an appropriate filing of a Notification and Report Form pursuant to the HSR Act and request early termination of the waiting period under the HSR Act; and (iii) all other necessary documents, registrations, statements, petitions, filings and applications for other Antitrust Approvals, and any other Consent of any other Government Entities required to satisfy the condition set forth in Section 8.1(a).

(c) If a Party or any of its Affiliates receives a request for information or documentary material from any Government Entity with respect to this Agreement or any of the transactions contemplated hereby, then such Party shall endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other Party, an appropriate response in compliance with such request.

(d) The Parties shall keep each other apprised of the status of matters relating to the completion of the transactions contemplated by this Agreement and work cooperatively in connection with obtaining the Antitrust Approvals and other Consents of a Government Entity, including:

(i) cooperating with each other in connection with filings required under the applicable Antitrust Laws or any Laws regulating foreign investment of any jurisdiction in connection with the transactions contemplated by this Agreement, and liaising with each other in relation to each step of the procedure before the relevant Government Entities and as to the contents of all communications with such Government Entities. Without limiting the generality of the foregoing, to the extent permitted by the relevant Government Entity and applicable Law, no Party will make any filing or submission in relation to the transactions contemplated hereunder without first providing the other Party with a copy of such filing or submission in draft form and giving such other Party a reasonable opportunity to discuss its content before it is filed with the relevant Government Entities, and such first Party shall consider and take account of all reasonable comments timely made by the other Party (or its external legal counsel) in this respect. To the extent that any such filing or submission contains information that is of a competitively sensitive nature, it may be provided to the other Party in a manner that omits such information and to external counsel of the other Party on an external counsel only basis;

(ii) furnishing to the other Party all information within its possession that is required for any application or other filing or submission to be made by the other Party pursuant to the applicable Antitrust Laws or any Laws regulating foreign investment of any jurisdiction in connection with the transactions contemplated by this Agreement; *provided, however*, that either Party will be permitted to limit any information with respect to any filing or

submission made in connection with any Laws regulating foreign investment of any jurisdiction in connection with the transactions contemplated by this Agreement to such other Party's external legal counsel; *and provided, further*, that to the extent that any such information is of a competitively sensitive nature it may be provided only to external counsel of the other Party on an external counsel only basis;

(iii) to the extent permitted by the relevant Government Entity and applicable Law, promptly notifying each other of any communications from or with any Government Entity with respect to the transactions contemplated by this Agreement and ensuring that each of the Parties is entitled to attend any meetings with or other appearances before, and participate in any discussions with, any Government Entity with respect to the transactions contemplated by this Agreement; and

(iv) to the extent permitted by the relevant Government Entity and applicable Law, consulting and cooperating with one another in connection with all analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party in connection with proceedings under or relating to the Antitrust Laws.

(e) In addition, each of the Parties shall use its reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to the Parties' obligations hereunder as set forth in Section 8.1(a) to the extent the same is within its control and to use its reasonable commercial efforts to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to consummate the transactions contemplated by this Agreement, including using its reasonable commercial efforts to obtain all Antitrust Approvals and any other Consent of a Government Entity required to be obtained in order for the Parties to consummate the transactions contemplated by this Agreement.

(f) For the avoidance of doubt, the covenants under this Section 5.3 shall not apply to any action, effort, filing, Consent, proceedings, or other activity or matter relating to the Bankruptcy Courts, the Bankruptcy Proceedings and/or the Bankruptcy Consents.

(g) Purchaser shall pay any requisite filing fees in relation to any filing or application made in respect of obtaining Antitrust Approvals.

Section 5.4 Pre-Closing Access to Information.

(a) Prior to the Closing, Sellers shall (i) give Purchaser and its authorized representatives, upon advance notice and during regular business hours, reasonable access to all books, records, reports, plans, certificates, files, documents and information related to the assets, personnel, officers and other facilities and properties of the Business, (ii) permit Purchaser to make such copies and inspections thereof, upon advance notice and during regular business hours, as Purchaser may reasonably request and (iii) cause the officers of Sellers to furnish Purchaser with such unaudited financial and operating data and other information with respect to the Business as is regularly prepared in the Ordinary Course that Purchaser may from time to time reasonably request; *provided, however*, that (A) any such access shall be conducted at

Purchaser's expense, in accordance with Law (including any applicable Antitrust Law and Bankruptcy Law), under the supervision of Sellers' personnel and in such a manner as to maintain confidentiality and not to interfere with the normal operations of the businesses of Sellers and their Affiliates and (B) Sellers will not be required to provide to Purchaser access to or copies of any Employee Records to the extent such would be in violation of Laws relating to the protection of privacy.

(b) Notwithstanding anything contained in this Agreement or any other agreement between Purchaser and Sellers executed on or prior to the date hereof, but without limiting the scope of the representations or warranties contained herein, Sellers shall not have any obligation after the date of this Agreement to make available to Purchaser or its representatives, or provide Purchaser or its representatives with (i) any information if making such information available would (A) jeopardize any attorney-client, solicitor-client or other legal privilege or (B) potentially cause Sellers to be found in contravention of any applicable Law or contravene any fiduciary duty or agreement (including any confidentiality agreement to which Sellers or any of their Affiliates are a party), it being understood that Sellers shall cooperate in any reasonable efforts and requests for waivers that would enable otherwise required disclosure to Purchaser to occur without so jeopardizing privilege or contravening such Law, duty or agreement; or (ii) any information relating to other bids or potential bids for any of the Acquired Assets.

(c) As requested by Purchaser from time to time, Sellers shall use reasonable commercial efforts to cooperate with Purchaser in connection with Purchaser and Sellers contacting suppliers and customers of the Business.

(d) Seller shall provide Purchaser with such information as Purchaser reasonably requests regarding the sale of the Inaria Sports Business and shall not execute or deliver any Contract that results or would result in an Assumed Liability for Purchaser hereunder with respect thereto without the prior written consent of Purchaser.

Section 5.5 Public Announcements. Subject to (a) the provisions of Section 7.4(a) with respect to communications and announcements to the Employees and the employees of Purchaser and the Designated Purchasers and (b) the disclosure obligations imposed by Law (including any obligations under any Bankruptcy Laws) on Purchaser, the holders of an Equity Interest in Purchaser and its and their respective Affiliates. Purchaser shall, and shall cause each of the Designated Purchasers to, (i) cooperate reasonably with Sellers in the development and distribution of all news releases, other public information disclosures and announcements, including announcements and notices to customers, and suppliers, with respect to this Agreement, or any of the transactions contemplated by this Agreement and the other Transaction Documents and (ii) not issue any such announcement or statement prior to consultation with, and the written approval of, Sellers (such approval not to be unreasonably withheld or delayed); *provided*, that approval shall not be required where Purchaser determines, based on advice of counsel and after advance notice to Sellers, that such disclosure is required by Law.

Section 5.6 Further Actions. From and after the Closing Date, each of the Parties shall execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Agreement and give effect to

the transactions contemplated herein, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer any Acquired Assets as provided in this Agreement; *provided*, that, subject to Section 5.3, neither Purchaser nor Sellers shall be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by Purchaser) in order to obtain any Consent to the transfer of Acquired Assets or the assumption of Assumed Liabilities. Without limiting the generality of the foregoing, to the extent that, from time to time after the Closing, any Party identifies any Acquired Asset that should have been transferred to Purchaser (or any Designated Purchaser) but was not so transferred, or any Excluded Asset that should have been retained by Sellers but was transferred to Purchaser (or any Designated Purchaser), the Parties shall (and shall cause their respective Affiliates to) use reasonable commercial efforts to transfer such assets to the appropriate Parties and such asset shall be deemed to be an Acquired Asset or Excluded Asset, as applicable.

Section 5.7 Conduct of Business.

(a) Sellers covenant that, except as (w) Purchaser may approve otherwise in writing as set forth below (such approval not to be unreasonably withheld or delayed), (x) otherwise expressly required by this Agreement or another Transaction Document, (y) required by Law (including any applicable Bankruptcy Law) or authorized by any Order of a Bankruptcy Court, or (z) relates solely and exclusively to any Excluded Assets or Excluded Liabilities, each Seller shall (and shall cause its respective Subsidiaries to) use reasonable commercial efforts to (i) conduct the Business in the Ordinary Course, (ii) preserve the operations, organization and goodwill of the Business and its relationships with Government Entities, customers, suppliers, vendors, lessors, licensors, licensees, contractors, distributors, agents, Employees and others having business dealings with the Business and to satisfy obligations that arise after the Petition Date when and as they become due and payable so as not to increase any Cure Costs, (iii) maintain in full force and effect policies of insurance comparable in amount and scope of coverage to that maintained as of the date of this Agreement by or on behalf of such Seller, and (iv) consult with Purchaser on all aspects of the Business as may be reasonably requested from time to time by Purchaser, including personnel, accounting and financial functions, sales and marketing, and the development and implementation of business strategies, plans and objectives.

(b) Sellers covenant that, except as (v) Purchaser may approve otherwise in writing as set forth below (such approval not to be unreasonably withheld or delayed), (w) otherwise expressly required by this Agreement or another Transaction Document, (x) required by Law (including any applicable Bankruptcy Law) or authorized by any Order of a Bankruptcy Court, (y) relates solely and exclusively to any Excluded Assets or Excluded Liabilities, or (z) disclosed in Schedule 5.7 of the Sellers Disclosure Letter, no Seller shall (and each Seller shall cause its respective Subsidiaries not to) take any of the following actions:

(i) commit to make any capital expenditure with respect to the Business other than as contemplated by the capital expenditure budget made available to Purchaser prior to the date hereof, or fail to make any capital expenditures in line with the capital expenditure budget made available to Purchaser prior to the date hereof, in each case, other than any variance therefrom not to exceed (plus or minus) five percent (5%) of such aggregate budgeted spend;

(ii) enter into any Contract or Lease for or relating to the Business with annual payments in excess of \$500,000;

(iii) sell or otherwise dispose of any Acquired Assets, other than dispositions of Owned Inventory and obsolete or damaged assets in the Ordinary Course that do not exceed \$500,000 in the aggregate;

(iv) grant any Lien on any Acquired Assets other than Permitted Encumbrances or Liens that may arise by operation of Law or that will be discharged prior to Closing or otherwise at Closing by operation of the Sale Orders;

(v) other than in the Ordinary Course, (A) grant any licenses or other rights to or under any Intellectual Property, or (B) acquire, abandon, permit to lapse, or otherwise dispose of any material Intellectual Property;

(vi) increase the rate of cash compensation or other fringe, incentive, equity incentive, pension, welfare or other employee benefits payable or to become payable to any the Transferred Employees, other than increases required by applicable Law or Contracts (other than Seller Employee Plans), in effect as of the date hereof that have been made available before the date hereof;

(vii) terminate, amend, modify, reject or permit to lapse or expire, or otherwise waive any rights under, any Lease or Material Contract, or, other than in the Ordinary Course, enter into any Contract which, if entered into prior to the date hereof, would have been required to have been set forth on Schedule 4.5(a) of the Sellers Disclosure Letter;

(viii) waive, release, assign, settle or compromise any material claim, litigation or arbitration relating to the Business to the extent that such waiver, release, assignment, settlement or compromise (A) imposes any binding obligation or restriction, whether contingent or realized, on the Business and/or the Designated Purchasers, or (B) waives or releases any material rights or claims that would constitute Acquired Assets;

(ix) institute any new, grant pursuant to an existing, or increase (including any increase in coverage) any existing, profit-sharing, bonus, incentive, deferred compensation, severance, insurance, pension, retirement, medical, hospital, disability, welfare or other benefit or compensation plan, program, policy, Contract, agreement or arrangement with respect to current or former directors, officers or employees of Sellers;

(x) take any action to amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding of any compensation payable or benefits to become payable or provided to any current or former director, officer or employee of the Business;

(xi) other than in connection with a Pre-Closing Reorganization, grant or make any equity awards that may be settled in capital stock, equity interests or any other securities of the Business, or the value of which is linked directly or indirectly, in whole or in part, to the price or value of any capital stock, equity interests or other securities of the Business;

- (xii) enter into any Collective Labor Agreement;
- (xiii) implement or announce any material employee layoffs or plant closures;
- (xiv) other than as expressly permitted by this Agreement in the Pre-Closing Reorganization, declare, set aside, make or pay any dividend or other distribution in respect of the capital stock, membership interests or other Equity Interests of the Company, or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock, membership interests or other securities of, or other ownership interests in, the Company;
- (xv) except pursuant to, or as permitted by, the DIP Credit Agreement or except in the Ordinary Course, incur any Indebtedness (including any intra-group borrowings), enter into any material guarantee, indemnity or other agreement to secure any obligation of a Third Party or voluntarily create any Lien (other than Permitted Encumbrances) for the benefit of a Third Party over any of the Acquired Assets;
- (xvi) conduct any store closings or “going out of business,” liquidation or similar sales;
- (xvii) in each case, with respect to the Acquired Entities, (1) make, change or rescind any material Tax election (unless required by Law) or change its fiscal year or financial or Tax accounting methods, policies or practices (unless required by Law), or settle any material Tax Action, Claim or Liability with respect to Taxes, (2) prepare and file or cause to be prepared and filed any Tax Return in a manner inconsistent with past practice (unless required by Law), (3) amend any Tax Return, (4) enter into any “closing agreement” within the meaning of Section 7121 of the Code (or any comparable or similar provision of any Tax Law) or request any Tax ruling from any Tax Authority, (5) surrender any claim for a refund of Taxes, or (6) consent to (except to the extent specifically requested in writing by a Tax Authority) or request any extension or waiver of the limitation period applicable to any Tax claim;
- (xviii) make any change in any method of accounting or accounting policies other than such changes as are required by GAAP;
- (xix) make any change in the nature, scope or operations of the Inaria Sports Business that would be adverse to the Business in any material respect, including by designing, developing, marketing, manufacturing, selling or distributing any non-soccer equipment, products, gear, apparel or accessories or other Products of the Business not otherwise included in the Inaria Sports Business prior to the date hereof; *provided, however*, that the foregoing shall not be violated by virtue of any sale or other disposition of the Inaria Sports Business; or
- (xx) authorize, or commit or agree to take, any of the foregoing actions.

If a Seller desires to take any action described in this Section 5.7(b), Sellers may, prior to any such action being taken, request Purchaser’s consent via an electronic mail sent to the individuals and addresses listed in Section 10.7. Purchaser shall be deemed to have consented to such action unless Purchaser notifies Sellers in writing by 11:59 p.m. (prevailing eastern time) on

the fifth (5th) Business Day after delivery of such email request that Purchaser does not consent to such action.

Section 5.8 Provision of Additional Information. From and after the date of this Agreement, to the extent that Sellers provide or cause to be provided to any Third Party (or their Representatives) any material information with respect to the Business in connection with any proposed Alternative Transaction involving such Third Party, Sellers (i) shall provide Purchaser with any such material information provided to any such Person that has not been previously provided to Purchaser, and (ii) will not, and will instruct their Representatives not to, disclose any material information to any such Person without first entering into an Acceptable Confidentiality Agreement with such Person. Sellers shall provide Purchaser, on a reasonably prompt basis and in any event within two (2) Business Days, notice of any formal proposal concerning an Alternative Transaction submitted by any Third Party, including the material terms and conditions thereof.

Section 5.9 Transaction Expenses. Except as otherwise provided in this Agreement or the other Transaction Documents, each of Purchaser and Sellers shall bear its own costs and expenses (including brokerage commissions, finders' fees or similar compensation, and legal fees and expenses) incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

Section 5.10 Confidentiality.

(a) Each Recipient shall treat confidentially and not disclose, other than as expressly contemplated by this Agreement, any Confidential Information of a Discloser, except that the Recipient shall be at liberty to disclose the Confidential Information of a Discloser (i) to the Recipient's officers, directors, bidding partners, advisors, investors, potential financing sources, holders of an Equity Interest in the Recipient and their respective Affiliates, as applicable (collectively, the "Representatives"); *provided*, that such Representatives acknowledge the existence of these confidentiality obligations and agree to be bound thereby and; *provided, further*, that the Recipient shall not disclose Confidential Information of a Discloser to its Representatives that are direct or indirect competitors of such Discloser, and (ii) to any court of competent jurisdiction, to the extent required; *provided*, that the foregoing obligations of Purchaser shall automatically terminate at the Closing and be of no further force or effect; *provided, further*, that, after the date of this Agreement, Purchaser and its representatives may provide customary information to rating agencies, potential lenders and the Debt Financing Sources to the extent such rating agencies, potential lenders and the Debt Financing Sources are made aware of the confidential nature of such information.

(b) A Recipient may disclose Confidential Information only to those of its Representatives who need to know such Confidential Information for the purpose of implementing the transactions contemplated by this Agreement. No Recipient shall use, nor permit its Representatives to use, Confidential Information for any other purpose nor in any way that is, directly or indirectly, detrimental to the applicable Discloser.

(c) If a Recipient or any of its Representatives receives a request or is legally required to disclose all or any part of the Confidential Information of a Discloser, such Recipient

shall (i) immediately notify the Discloser of the request or requirement, (ii) consult with the Discloser on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (iii) if requested by the Discloser, take all necessary steps to seek a protective order or other appropriate remedy. If a protective order or other remedy is not available, or if the Discloser waives compliance with the provisions of this Section 5.10(c), (A) the Recipient receiving the request for disclosure or its Representatives, as the case may be, may disclose to the Person requiring disclosure only that portion of the Confidential Information which such Recipient is advised by written opinion of counsel is legally required to be disclosed, and (B) such Recipient shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by such Recipient or its Representatives not permitted by this Agreement.

(d) Following the termination of this Agreement in accordance with the provisions of this Agreement, each Recipient shall (and shall cause each of its Representatives to) (i) return promptly to the Discloser all physical copies of the Confidential Information of the Discloser, excluding Notes, then in such Recipient's possession or in the possession of its Representatives, (ii) destroy all (A) electronic copies of such Confidential Information, and (B) Notes (including electronic copies thereof) prepared by such Recipient or any of its Representatives, in a manner that ensures the same may not be retrieved or undeleted by such Recipient or any of its Representatives, and (iii) deliver to the Discloser a certificate executed by one of the Recipient's duly authorized senior officers indicating that the requirements of this Section 5.10(d) have been satisfied in full.

Section 5.11 Certain Payments or Instruments Received from Third Parties. To the extent that, after the Closing Date, (a) Purchaser or any Designated Purchaser receives any payment or instrument that is for the account of a Seller according to the terms of this Agreement, Purchaser shall, and shall cause the Designated Purchasers to promptly deliver such amount or instrument to the relevant Seller, and (b) any Seller receives any payment that is for the account of Purchaser or any of the Designated Purchasers according to the terms of this Agreement or relates primarily to the Business, Sellers shall promptly deliver such amount or instrument to Purchaser or the relevant Designated Purchasers. All amounts due and payable under this Section 5.11 shall be due and payable by the applicable Party in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, each Party hereby undertakes to use reasonable commercial efforts to direct or forward all bills, invoices or like instruments to the appropriate Party. To the extent that after the Closing, all or any portion of the Adequate Assurance Deposits are repaid to or for the benefit of any Seller, Sellers shall promptly pay over the amount thereof to Purchaser.

Section 5.12 Post-Closing Assistance for Litigation. After the Closing, Purchaser shall, upon the written request of Sellers, and at no cost to Sellers (other than reimbursement of out of pocket expenses and reasonable legal expenses), make the Transferred Employees available at reasonable times and cooperate in all reasonable respects with Sellers and their Affiliates in the preparation for, and defense of any Action (whether disclosed or not disclosed in the Sellers Disclosure Letter) filed or claimed against Sellers or any of their Affiliates or any of the respective agents, directors, officers and employees of Sellers and their Affiliates, whether currently pending or asserted in the future, concerning the operation or conduct of the Business prior to the Closing Date.

Section 5.13 Insurance Matters.

(a) Purchaser acknowledges and agrees that coverage of the Acquired Assets, tangible or intangible property, Assumed Liabilities, ownership, activities, businesses, operations, current and former shareholders, and current and former directors, officers, employees and agents of, the Business (collectively with the Business, the “Covered Assets and Persons”) under all current or previous insurance policies of Sellers and their Affiliates, including all environmental, directors’ and officers’ Liability, fiduciary Liability, property and casualty flood, ocean marine, contaminated products and all other insurance policies or programs arranged or otherwise provided or made available by Sellers or their Affiliates that cover (or covered) any of the Covered Assets and Persons at any time prior to the Closing (the “Seller Insurance Policies”) shall cease as of the Closing Date and the Covered Assets and Persons will be deleted in all respects as insured (or additional insured, as the case may be) under all Seller Insurance Policies, except to the extent covering part of the Excluded Assets or Excluded Liabilities. Notwithstanding anything herein to the contrary, Sellers shall (i) retain any rights to, including any right to any proceeds received in respect of, any claim pending as of the date hereof or made after the date hereof under any Seller Insurance Policy, even if such claims relates to the Acquired Assets or properties of the Business; and (ii) have the right to purchase “tail” insurance coverage that provides directors’ and officers’ liability insurance and fiduciary liability insurance to the officers and directors of the Sellers.

(b) If, after the Closing Date, Purchaser or Sellers (or any of their respective Affiliates) reasonably require any information regarding claim data or other information pertaining to a claim or an occurrence reasonably likely to give rise to a claim (including any pre-Closing claims under the Seller Insurance Policies that are to be covered under the retrospective component of the new insurance policy) in order to give notice to or make filings with insurance carriers or claims adjustors or administrators or to adjust, administer or otherwise manage a claim, then Sellers or Purchaser, as the case may be, shall cause such information to be supplied to the other (or their designee), to the extent such information is in their possession and control or can be reasonably obtained by Sellers or Purchaser (or their respective Affiliates), as applicable, promptly upon a written request therefor. If Purchaser desires access to, and utilization of, claims data or information maintained by an insurance company or other Third Party in respect of any claim (including any pre-Closing claims under any Seller Insurance Policies that are covered under the retrospective component of the new insurance policies), Purchaser shall be exclusively responsible for acquiring from such insurance company or Third Party, at Purchaser’s sole cost and expense, the rights necessary to permit them to obtain access to and utilization of such claims data or information. If any Third Party requires the consent of Sellers or any of their Affiliates to the disclosure of such information, such consent shall not be unreasonably withheld.

Section 5.14 Maintenance of Books and Records. After the Closing Date, Purchaser shall, and shall cause its Subsidiaries to, until the sixth (6th) anniversary of the Closing Date, retain all books, records and other documents pertaining to the Business in existence on the Closing Date and, subject to compliance with applicable Law, make the same available for inspection and copying by Sellers (at each such Seller’s expense) for any reasonable business purpose during normal business hours of the Business upon reasonable request and upon reasonable notice; *provided*, that neither Purchaser nor its Subsidiaries shall be required to

disclose to any Seller any information if such Seller or any of its Affiliates, on the one hand, and Purchaser or any of its Affiliates, on the other hand, are adverse parties in a litigation and such information is reasonably pertinent thereto; *provided, further*, that Purchaser may destroy (or cause to be destroyed) any such books, records and other documents pertaining to the Business if Purchaser first advises Sellers in writing of its intention to destroy such materials and provides Sellers a reasonable opportunity to obtain possession thereof (subject in each case to compliance with applicable Law).

Section 5.15 Reserve Payment Amount. Purchaser shall be kept reasonably informed of, and shall have full rights of participation in, the determination by the CCAA Court of any and all of the matters identified in the definition of Reserve Payment Amount (the “Reserve Payment Amount Matters”) and no Reserve Payment Amount Matter may be allowed or settled without the consent of Purchaser, such consent not to be unreasonably withheld, and any such allowance or settlement entered into without such consent shall not be entitled to payment from the Reserve Payment Amount. Upon notice to the Canadian Debtors, Purchaser shall be entitled to assume the defense of any Reserve Payment Amount Matter.

Section 5.16 Name Change. Sellers and each of their Subsidiaries shall use reasonable commercial efforts to, as soon as reasonably practicable (and in any event within one hundred and eighty (180) days after the Closing Date), cease using all Trademarks included in the Transferred Intellectual Property (the “Business Marks”), and take such corporate and other actions necessary to change their corporate and company names to ones that are not similar to, or confusable with, the Business Marks, including any necessary filings required by applicable Law. Without limiting the generality of the foregoing, in no event shall any such new corporate names include the following terms or phrases: “BAUER”, “MISSION”, “MAVERIK”, “CASCADE”, “EASTON” or “COMBAT”.

Section 5.17 Obligations in Respect of Financings.

(a) From the date hereof until the Closing, Sellers shall, and shall cause their respective Subsidiaries to, provide to Purchaser, and shall use their reasonable commercial efforts to cause their directors, officers, employees, counsel, auditors and representatives to provide to Purchaser, such reasonable cooperation as is customary for debt financings of the type contemplated by the Debt Commitment Letter and as is reasonably requested by Purchaser in connection with arranging and obtaining the Debt Financing (including any Alternative Financing), including, but not limited to using reasonable commercial efforts to (i) cause Sellers’ and their respective Subsidiaries’ management teams, with appropriate seniority and expertise, at reasonable times and upon reasonable notice, to participate in (including by preparing for) a reasonable number of bank meetings and similar presentations to and with prospective lenders and rating agencies; (ii) have appropriate members of senior management of the Company execute customary authorization letters and assist with the preparation of a confidential information memorandum or similar offering document (including a private supplement) for the Debt Financing and customary rating agency presentations; (iii) execute and deliver such documents with respect to the Debt Financing contemplated by the Debt Commitment Letter (including, to the extent required by the Debt Commitment Letter, providing a borrowing base certificate) as may be reasonably requested by Purchaser or otherwise reasonably facilitating the pledging of collateral (including obtaining customary payoff letters and the release of any

existing Liens); (iv) furnish Purchaser and its Debt Financing as promptly as practicable the financial statements required to be made available under Section 9(c) of Exhibit B of the Debt Commitment Letter and financial data or inputs reasonably necessary for the preparation of pro forma financial statements and projections reasonably required to be made available pursuant to Sections 9(a) and 9(b) of Exhibit B of the Debt Commitment Letter; (v) cooperate with Purchaser in Purchaser's efforts to obtain consents, legal opinions, surveys and title insurance, as reasonably requested by Purchaser; (vi) providing access at reasonable times during business hours for reasonable inventory appraisals and field examinations by third party auditors and providing information necessary for determining the applicable "borrowing base" to the extent reasonable and customary for asset-based loan facilities contemplated by the Debt Commitment Letter; and (vii) to the extent requested by Purchaser in writing at least seven (7) Business Days prior to the Closing Date, furnishing Purchaser and its financing sources promptly, and in any event no later than three (3) Business Days prior to the Closing Date, with all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, that has been reasonably requested by Purchaser and/or the Debt Financing Sources. To the extent that Purchaser informs Sellers that it wishes to raise alternative or additional financing on or before Closing, then this Section 5.17(a) shall also apply to such alternative or additional financing.

(b) Purchaser shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to (i) arrange and obtain the Financings on terms and conditions (including any applicable "flex" provisions) described in the Commitment Letters and any related fee letter, (ii) satisfy all terms and conditions applicable to Purchaser set forth in the Commitment Letters (including any applicable "flex" provisions) that are within its control, (iii) maintain in effect the Commitment Letters, negotiate definitive agreements with respect thereto on the terms and conditions substantially consistent with the Commitment Letters, and (iv) upon satisfaction of the conditions contained in such definitive agreements, consummate the Financings at the Closing; *provided, however*, that if funds in the amounts and on the terms set forth in the Debt Commitment Letter become unavailable to Purchaser on the terms and conditions set forth therein (after giving effect to any "flex" provisions contained therein or in any related fee letter), Purchaser shall use its reasonable best efforts to obtain alternative debt financing (the "Alternative Financing") in an amount sufficient, when added to any portion of the Debt Financing that remains available (or after taking into account any increase in the Equity Financing), to consummate the transactions contemplated by this Agreement; *provided*, that if Purchaser proceeds with Alternative Financing, it, shall be subject to the same obligations, taken as a whole, with respect to such Alternative Financing as set forth in this Section 5.17 with respect to the Debt Financing. Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Section 5.17 shall require, and in no event shall the reasonable best efforts of Purchaser be deemed or construed to require, Purchaser to (A) to seek or incur Alternative Financing or incur the Debt Financing if any term thereof is less favorable than any applicable economic provision of the Debt Commitment Letter or any related fee letter (including any "flex" provision), or on any other terms that are less favorable to Purchaser, taken as a whole, than those contained in the Debt Commitment Letter or any related fee letter, (B) pay any fees in excess of those contemplated by the Debt Commitment Letter and any related fee letter (whether to secure waiver of any conditions contained therein or otherwise) or (C) seek the Equity Financing from a Person other than the Sponsors.

(c) Purchaser shall give the Company prompt notice of any material adverse change with respect to such Debt Financing. Purchaser shall promptly notify the Company of (i) the expiration or termination of the Debt Commitment Letter prior to the consummation of the transactions contemplated by this Agreement, (ii) any written refusal by any party to the Debt Commitment Letter to provide its portion of the financing contemplated by the Debt Commitment Letter, (iii) any material breach or default by any party to the Debt Commitment Letter or definitive document related to the Debt Financing, or (iv) receipt of any written notice from any party to the Debt Commitment Letter with respect to any actual breach, default, termination or repudiation of the Debt Commitment Letter. Purchaser shall not replace, amend or waive the Debt Commitment Letter (including, for the avoidance of doubt, any provision of a related fee letter (including the “market flex” provisions therein) without the Company’s prior written consent if such replacement, amendment or waiver reduces the aggregate amount of the Debt Financing (without a corresponding increase in the Equity Financing), amends the conditions precedent to the Debt Financing, in each case, in a manner that would reasonably be expected to materially delay or prevent the Closing or make the funding of the Debt Financing materially less likely to occur. Purchaser shall provide to the Company copies of any commitment letter associated with any Alternative Financing as well as, upon written request of the Company, any amendment or waiver of any debt commitment letter (including the Debt Commitment Letter) that is permitted hereunder. Notwithstanding anything to the contrary contained herein, Purchaser shall be permitted to amend the Debt Commitment Letter (and any fee letter related thereto) to add or replace lenders (and Affiliates of such lenders) as a party thereto.

Section 5.18 Pre-Closing Reorganization. Notwithstanding Section 5.7 and any other provision of this Agreement, the Parties acknowledge that Sellers and the Acquired Entities shall be entitled to participate in a pre-closing reorganization set forth on Schedule 5.18 of the Sellers Disclosure Letter (the “Pre-Closing Reorganization”) and take all actions necessary or appropriate to effectuate the Pre-Closing Reorganization, in each case as long as such Pre-Closing Reorganization does not delay or impede Closing and, to the extent involving any Acquired Entity, does not cause any violation of any Law to which it is subject or any breach or default under any Contract to which it is party. All Taxes and other Liabilities arising from the Pre-Closing Reorganization shall be Excluded Liabilities (other than any such Taxes or Liabilities of the Acquired Entities to the extent up to the PCR AE Holdback Amount). Sellers may change the Pre-Closing Reorganization; *provided*, that Purchaser’s written consent, not to be unreasonably withheld, delayed or conditioned, shall be required to implement any such change if (a) such change involves Acquired Entities, or (b) such change results in a material risk of an unreimbursed cost or Liability to Purchaser.

Section 5.19 Wind Down. Purchaser shall, following the Closing Date, make available to Sellers such Transferred Employees to provide assistance with the wind-down of Sellers as the Company may reasonably request solely for the following purposes: (a) corporate dissolution filings with respect to the Securities and Exchange Commission, (b) corporate dissolution filings with respect to the Ontario Securities Commission, (c) U.S. final tax period filings and (d) Canadian final tax period filings. In furtherance of the foregoing, Purchaser shall be responsible for the fees and expenses, subject to a limit of \$430,000 in the aggregate, associated with such wind-down activities; *provided*, that in no event shall Purchaser be liable for any fees or expenses incurred by Sellers or any of their respective advisors or legal counsel.

ARTICLE VI
TAX MATTERS

Section 6.1 Transfer Taxes.

(a) The Parties agree that the purchase price for the Acquired Assets is exclusive of any Transfer Taxes resulting from or arising in connection with this Agreement and the transactions contemplated therein, and any Transfer Taxes shall be borne by Sellers, excluding GST and QST, which shall be borne entirely by Purchaser. Subject to Section 6.1(b) and Section 6.2, Sellers shall promptly pay when due directly to the appropriate Tax Authority, or promptly reimburse Purchaser upon demand and delivery of proof of payment, all such Transfer Taxes, and shall file all Tax Returns required to be filed in connection therewith (unless otherwise required by applicable Law). On Closing, Purchaser shall pay to Sellers any applicable GST or QST.

(b) If any Seller wishes to claim any exemption relating to, or a reduced rate of, Transfer Taxes, in connection with this Agreement or the transactions contemplated herein or the other Transaction Documents and the transactions contemplated therein, such Seller shall be solely responsible for ensuring that such exemption or election applies and, in that regard, shall provide Purchaser or any Designated Purchaser prior to Closing with its permit number or other similar registration numbers and/or any appropriate certificate of exemption, election and/or other document or evidence to support the claimed entitlement to such exemption or reduced rate by such Seller, as the case may be. Purchaser shall cooperate to the extent necessary to obtain any such exemption or reduced rate, including under Section 1146(a) of the U.S. Bankruptcy Code.

(c) Each relevant Seller undertakes to use its reasonable best efforts to provide to Purchaser on or before the Closing Date a certificate (a “Clearance Certificate”) pursuant to Section 6 of the Retail Sales Tax Act (Ontario) or similar legislation in those jurisdictions in which the Acquired Assets are located, to the extent such relevant Seller was registered for purposes of the Retail Sales Tax Act (Ontario) or similar legislation, indicating that such Seller has paid all provincial sales taxes collectable or payable by such Seller up to the Closing Date or has entered into satisfactory arrangements for the payment of such taxes. Notwithstanding anything to the contrary in this Agreement, until such time as the appropriate Clearance Certificate(s) have been provided to Purchaser, the Sellers agree to indemnify and hold harmless Purchaser (and any Designated Purchasers), its officers, directors, employees and controlling persons for any provincial sales tax, penalties and interest payable or assessed for failure to obtain a Clearance Certificate.

Section 6.2 Tax Elections.

(a) If applicable, on Closing, each relevant Seller and Purchaser (or the relevant Designated Purchaser) shall execute jointly an election under section 167 of the *Excise Tax Act* (Canada) and section 75 of *An Act respecting the Quebec Sales Tax* to relieve the sale of the Acquired Assets from GST and QST. Purchaser (or the relevant Designated Purchaser) shall file such elections no later than the filing date for its GST and QST returns for the reporting period in which the Closing takes place. Notwithstanding such election(s), in the event it is

determined by the CRA or Revenu Quebec that there is a liability of Purchaser (or a Designated Purchaser) to pay, or of a Seller to collect and remit, any Taxes payable under the *Excise Tax Act* (Canada) or *An Act respecting the Québec Sales Tax* in respect of the sale and transfer of the Acquired Assets, such Taxes shall be paid by Purchaser (or a Designated Purchaser) and Purchaser and the Designated Purchasers shall indemnify and save Sellers (and any present or former directors and officers of any Seller) harmless, notwithstanding anything to the contrary in this Agreement, with respect to any such Taxes and costs payable resulting from such determination. If it is determined that the elections are not available, Sellers agree to provide reasonable cooperation to Purchaser or the Designated Purchaser to expedite Purchaser's or the Designated Purchaser's claims for input tax credits, input tax refunds or rebates of GST and QST.

(b) Purchaser (or the relevant Designated Purchaser) and each Seller, if applicable, shall jointly execute and file an election under subsection 20(24) of the Tax Act in the manner required by subsection 20(25) of the Tax Act and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed forms and within the time period permitted under the Tax Act and under any other applicable provincial or territorial statute, as to such amount paid by each Seller to Purchaser (or the relevant Designated Purchaser) for assuming future obligations. In this regard, Purchaser (or the relevant Designated Purchaser) and each Seller, if applicable, acknowledge that a portion of the Acquired Assets transferred by each such Seller and having a value equal to the amount elected under subsection 20(24) of the Tax Act and the equivalent provisions of any applicable provincial or territorial statute is being transferred by each such Seller as a payment for the assumption of such future obligations by Purchaser.

(c) If available, Purchaser (or the relevant Designated Purchaser) and each Seller, as applicable, shall elect jointly in the prescribed form under section 22 of the Tax Act, section 184 of the Taxation Act, if applicable, and the corresponding provisions of any other applicable Tax statute as to the sale of the applicable Accounts Receivable and designate in such election an amount equal to the portion of the purchase price allocated to such Accounts Receivable pursuant to Section 2.6(c). This election, or these elections, shall be made within the time prescribed for such elections.

Section 6.3 Withholding Taxes.

(a) Notwithstanding any other provision in this Agreement, Purchaser and Sellers, as applicable, shall have the right to deduct and withhold from any payments to be made hereunder such amounts as may be required to be deducted or withheld under applicable Law, and to collect any necessary Tax forms, including IRS Forms W-8 or W-9, as applicable, or any similar information, from Purchaser, Sellers and any other recipients of payments hereunder; *provided*, that, assuming Sellers deliver Purchaser the certificates described in this Section 6.3(a) and Section 6.3(b), and assuming that all representations and warranties of Sellers set out in this Agreement are correct, no Party is aware of any obligation under Canadian or U.S. Law to deduct or withhold on any consideration payable pursuant to this Agreement. In the event a Party becomes aware of any such obligation, such Party will use commercially reasonable efforts to promptly notify the other Party and reasonably cooperate with such other Party to reduce or eliminate any such withholding, to the extent feasible under applicable Law. To the extent that

amounts are withheld and remitted to the appropriate Tax Authority in accordance with Section 6.3(a), such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to Purchaser, Sellers or any such other recipient of payments in respect of which such deduction and withholding was made. Without limiting the generality of the foregoing, to the extent, if any, that the representation and warranty made by Sellers under Section 4.21 (Taxable Canadian Property) is not true and correct in all material respects at Closing as indicated in the certificate referred to in Section 8.3(d), Purchaser shall have the right to withhold the amount Purchaser is entitled to withhold under the Tax Act (and the Taxation Act, if applicable) by reason of its acquisition of TCP or TQP from a non-resident of Canada, and any amount so withheld shall be remitted forthwith to the applicable Tax Authority, and a receipt evidencing such remittance shall be delivered forthwith by Purchaser to Sellers. Notwithstanding the foregoing sentence, Purchaser agrees to delay remitting any such amounts withheld pursuant to the foregoing sentence to a Tax Authority until one (1) Business Day prior to the day it is required to do so by applicable Law, and agrees to reasonably comply with any certificate or letter obtained from the relevant Tax Authority which expressly permits Purchaser to further delay remitting any withheld amounts or which eliminates or reduces the amount that must be remitted.

(b) Any Seller transferring a “United States real property interest” as defined by Section 897(c) of the Code (and any other Seller that is not a “foreign person” for purposes of Section 1445 of the Code) shall deliver to Purchaser a duly executed certification of non-foreign status, in a form and substance reasonably satisfactory to Purchaser, in compliance with Treasury Regulation Section 1.1445-2(b), certifying such facts as to establish that the sale of the United States real property interest is exempt from withholding under Section 1445 of the Code; *provided*, that Purchaser’s sole recourse in the event of any failure to deliver any such certification shall be to withhold from amounts payable under this Agreement in accordance with Section 6.3(a). Each Seller that is a “United States person” within the meaning of Section 7701(a)(30) of the Code shall deliver to Purchaser a duly executed IRS Form W-9.

Section 6.4 Records. Subject to the provisions of Section 5.4, (i) after the Closing Date, Purchaser and the Designated Purchasers on the one hand, and Sellers, on the other hand, will make available to the other, as reasonably requested, and to any Tax Authority, all information, records or documents relating to liability for Taxes with respect to the Acquired Assets, the Assumed Liabilities and the Business for all periods prior to or including the Closing Date, and will preserve such information, records or documents until the expiration of any applicable statute of limitations or extensions thereof, and (ii) in the event that one Party needs access to records in the possession of a second Party relating to any of the Acquired Assets, the Assumed Liabilities or the Business for purposes of preparing Tax Returns or complying with any Tax audit request, subpoena or other investigative demand by any Tax Authority, or for any other legitimate Tax-related purpose not injurious to the second Party, the second Party will allow representatives of the other Party access to such records during regular business hours at the second Party’s place of business for the sole purpose of obtaining information for use as aforesaid and will permit such other Party to make extracts and copies thereof as may be necessary or convenient. The obligation to cooperate pursuant to this paragraph shall terminate at the time the relevant applicable statute of limitations expires (giving effect to any extension thereof).

Section 6.5 Property Tax Allocation. For purposes of Section 2.3(a)(iv), (a) all Taxes of the Acquired Entities based on income, receipts or similar measures shall be apportioned between the Sellers, on the one hand and the applicable Designated Purchaser, on the other hand based on a closing of the books as of the Closing Date, and (b) all real and personal property Taxes and similar ad valorem obligations levied with respect to the Acquired Assets, whether imposed or assessed before or after the Closing Date (“Periodic Taxes”) for a taxable period that includes (but does not end on) the Closing Date (a “Straddle Period”), shall be apportioned between Sellers, on the one hand, and Purchaser or the applicable Designated Purchaser, on the other hand, as of the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date (together with periods ending on or before the Closing Date, the “Pre-Closing Tax Period”), and the number of days of such taxable period beginning after the Closing Date (together with any periods beginning after the Closing Date, the “Post-Closing Tax Period”). At the Closing, Periodic Taxes with respect to each Acquired Asset for the applicable Tax period shall be prorated in accordance with the foregoing provisions based on the Tax assessment for such Acquired Asset for the applicable Tax period, if available, or otherwise, based on the last available Tax assessment with respect to such Acquired Asset. Sellers shall be responsible for such Periodic Taxes attributable to Pre-Closing Tax Periods and the applicable Purchaser shall be responsible for such Periodic Taxes attributable to Post-Closing Tax Periods. At the Closing, the Closing Purchase Price shall be (x) decreased by an amount equal to excess, if any, of the (i) unpaid Periodic Taxes with respect to Acquired Assets purchased by such Purchaser attributable to Pre-Closing Tax Periods over (ii) such Periodic Taxes paid by Sellers but apportioned hereunder to Purchaser or a Designated Purchaser for Straddle Periods, or (y) increased by an amount equal to the Periodic Taxes apportioned to Purchaser or a Designated Purchaser with respect to Straddle Periods but previously paid by Sellers (each determined in accordance with the foregoing principles) (such increase(s) or decrease(s) in the Closing Purchase Price, the “Property Tax Adjustment”).

Section 6.6 Cooperation. Subject to Section 5.18, Sellers and Purchaser shall work together and cooperate reasonably to minimize any Taxes that may be imposed on any Seller, Acquired Entity, Purchaser or Designated Purchaser as a result of the transactions contemplated herein, including by cooperating with respect to the implementation of the Pre-Closing Reorganization.

Section 6.7 Tax Returns. Designated Purchasers shall file or cause to be filed all Tax Returns of the Acquired Entities that include any Pre-Closing Tax Periods in a manner consistent with past practice, unless otherwise required by applicable Law. At least ten (10) Business Days prior to filing any such Tax Returns Designated Purchasers shall provide draft Tax Returns to Sellers for their review and approval, such approval not to be unreasonably withheld, delayed or conditioned.

Section 6.8 Release of PCR AE Holdback Amount. The PCR AE Holdback Amount shall be applied to pay the Tax shown due on the Tax Returns required to be filed pursuant to Section 6.7. If the PCR AE Holdback Amount exceeds the Taxes shown as due on the Tax Returns described in Section 6.7, then within ten (10) Business Days of filing such Tax Returns the Designated Purchasers shall pay such excess in cash to Sellers.

ARTICLE VII
EMPLOYMENT MATTERS

Section 7.1 Employment Obligations with Respect to Employees. The provisions of this Section 7.1 (except for Section 7.1(b)(i), Section 7.1(b)(ii) and Section 7.1(b)(iv)) shall apply only to Non-Union Employees.

(a) Employment Terms.

(i) Prior to, but contingent on the occurrence of the Closing, Purchaser shall, or shall cause the relevant Designated Purchaser to extend an offer of employment to those Non-Union Employees of Sellers, other than those working in the Province of Quebec, to whom Purchaser or Designated Purchaser has determined to offer employment, and to continue the employment of Non-Union Employees working in the Province of Quebec with such employment to take effect under the terms stated herein as of the Effective Hire Date, as defined below. Such offers shall be for employment initially on terms and conditions substantially similar in the aggregate with respect to their annual compensation and benefits as was in effect immediately prior to the Closing (it being however agreed that Purchaser shall not be required to offer any equity or equity-based Seller Employee Plan or other equity or equity-based benefit or compensation plan, program or arrangement). Purchaser or the relevant Designated Purchaser shall provide Sellers with information that Sellers reasonably request to verify that such offers of employment are in compliance with this Section 7.1(a).

(ii) The Effective Hire Date for any Non-Union Employee shall be the date corresponding to the Employee Transfer Time for all Non-Union Employees, except as otherwise provided under applicable Law.

(b) Employee Benefits.

(i) After the date hereof, Sellers and Purchaser shall cooperate promptly and in good faith in preparing the transition of the Transferred Employee Plans and/or the Transferred Employees, as applicable, from coverage under the Seller Employee Plans to coverage under any plans established or maintained in their sole discretion by Purchaser or a Designated Purchaser as of the Transferred Employee's Effective Hire Date.

(ii) Purchaser shall assume and honor the amount of compensation with respect to the accrued and unused vacation days that is due and owing to the Transferred Employees up to their Effective Hire Date under applicable Law. Purchaser will, and will cause the relevant Designated Purchasers to, honor such accrued and unused vacation days in the ordinary course.

(iii) Neither Section 7.1(a) nor this Section 7.1(b) restricts the right of Purchaser to terminate the employment of any Transferred Employee after the Closing at any time for any or for no reason, in accordance with applicable Law.

(iv) Purchaser and each applicable Seller hereby agree to follow the standard procedure for employment tax withholding as provided under applicable Law.

Section 7.2 Employment Obligations with Respect to Union Employees.

(a) The provisions of this Section 7.2 shall apply only to Union Employees.

(b) Purchaser shall become the successor employer (as such term is defined in the relevant legislation) and shall assume all Liabilities and obligations associated with the Blainville Collective Labor Agreement and the Mississauga Collective Labor Agreement (including any accrued vacation pay or banked overtime) whether such Liabilities arise prior to, on or after the Closing.

Section 7.3 Excluded Employee Liabilities. For purposes of clarity, and notwithstanding any other provision in this Agreement, Sellers shall retain, and with respect to any Affiliate of any Seller shall assume and retain, and neither Purchaser nor any of the Designated Purchasers shall assume at or following the Closing, any of the following Liabilities of Sellers or any Affiliate of any Seller (the “Excluded Employee Liabilities”):

(a) (i) other than the Transferred Employee Plans, the Seller Employee Plans or any other benefit or compensation plan, program, policy, Contract, agreement or arrangement or any Liabilities thereunder, and (ii) any severance-related Liabilities owed to any employees who are terminated at or prior to the Closing;

(b) except as provided in Section 7.1(b) and Section 7.3(a), Sellers’ or any of their Affiliates’ obligations to make payments or provide benefits under any Seller Employee Plan or any other benefit or compensation plan, program, policy, Contract, agreement or arrangement or any Liabilities under or with respect to any Seller Employee Plan or any other benefit or compensation plan, program, policy, Contract, agreement or arrangement;

(c) any Liabilities relating to or at any time arising in connection with the employment or service with or termination of employment or service from any Seller (or any of its Affiliates) of any employee, agent, or contractor of such Seller or such Affiliate (or any applicant for employment employee, agent, or contractor or former employee, agent, or contractor of such Seller or such Affiliate), including with respect to wages, salary or other compensation and withholding and payment of any Taxes; *provided*, that Excluded Employee Liabilities pursuant to this clause (c) shall not include any Liabilities that arise after the Closing in connection with employment or service with, or termination of employment or service from, Purchaser or any of its Affiliates, or any of Sellers’ Affiliates that are Acquired Entities; and

(d) except as provided for in Section 7.2(b), Liabilities resulting from any Action, or with respect to any potential or threatened Action which Sellers have received a demand letter or notice of an intent to file, on or prior to the Closing Date (i) by any Employee or (ii) by any applicant with respect to potential employment with any Seller and related to the Business.

Section 7.4 Other Employee Covenants.

(a) Except as necessary to make offers of employment to Employees or to continue the employment of Employees pursuant to Section 7.1 and Section 7.2 of this Agreement, after the date hereof, and subject to each Party’s disclosure obligations imposed by

Law or by Government Entities and each Party's obligations hereunder, Purchaser shall not, and shall procure that the Designated Purchasers and any of Purchaser's Affiliates shall not, issue any announcement or communication to their respective employees or the Employees, prior to consultation with, and the approval of, Sellers (not to be unreasonably withheld or delayed) with respect to this Agreement or any of the transactions contemplated hereby. If requested, Sellers shall cooperate with Purchaser in respect of the development and distribution of any announcement and communication to the employees of Sellers, including Employees, with respect to this Agreement or any of the transactions contemplated hereby.

(b) Purchaser undertakes, and shall cause the Designated Purchasers to undertake, to keep the Employee Information in confidence and that, until the relevant Employee Transfer Time:

(i) Purchaser shall, and shall cause the Designated Purchasers to, restrict the disclosure of the Employee Information only to such of its employees, agents and advisors as is permitted by applicable Law and is necessary for the purposes of effectuating this Agreement prior to the Employee Transfer Time;

(ii) Purchaser shall not, and shall cause the Designated Purchasers not to, use the Employee Information except for effectuating this Agreement and shall be returned to Sellers or destroyed, at Sellers' election, if this Agreement is terminated; and

(iii) Purchaser shall, and shall cause the Designated Purchasers to, comply with such additional obligations as may be reasonably required in any particular jurisdiction to comply with any applicable data privacy Laws.

(c) Sellers and Purchaser intend that the transactions contemplated by this Agreement should not constitute a separation, termination or severance of employment of any Transferred Employee prior to or upon the occurrence of the Employee Transfer Time, including for purposes of any Seller Employee Plan in effect immediately prior to the Closing Date or under applicable Law or any other legally mandated obligations, and Seller and Purchaser intend that the Transferred Employees will have continuous and uninterrupted employment immediately before and immediately after the Closing Date.

(d) Purchaser and Sellers shall cooperate with each other to provide for an orderly transition of the Transferred Employees from Sellers to Purchaser or the Designated Purchasers, as applicable, and to minimize the disruption to the respective businesses of the Parties resulting from the transactions contemplated hereby.

(e) Section 280G Matters. As soon as practicable following the execution of this Agreement but in any case prior to the Closing:

(i) Sellers will use reasonable commercial efforts to obtain, prior to the initiation of the 280G Approval, a waiver (a "Parachute Payment Waiver"), in a form reasonably acceptable to Purchaser, from each Transferred Employee who, with respect to Sellers, reasonably could be a "disqualified individual" (within the meaning of Section 280G of the Code and the regulations promulgated thereunder) and who, with respect to Sellers, reasonably might otherwise receive, have received, or have the right or entitlement to receive any

parachute payment under Section 280G of the Code, pursuant to which Parachute Payment Waiver each such Transferred Employee will agree, unless the 280G Approval has been obtained in a manner which satisfies all applicable requirements of Section 280G(b)(5)(B) of the Code and the regulations promulgated thereunder and Internal Revenue Bulletin 2004-32, to waive any and all right or entitlement to the payments, acceleration of vesting and/or other benefits referred to in this Section 7.4(e) to the extent the value thereof exceeds 2.99 times such Transferred Employee's base amount determined in accordance with Section 280G of the Code and the regulations promulgated thereunder.

(ii) Sellers will use reasonable commercial efforts to submit to the Bankruptcy Courts for approval all such waived payments in a manner such that, if such approval is obtained by the Bankruptcy Courts in a manner which satisfies Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder and Internal Revenue Bulletin 2004-32, no payment or benefit received by such "disqualified individual" would be a "parachute payment" for purposes of Section 280G of the Code (the "280G Approval"). Prior to the Closing Date, the Sellers shall deliver to Purchaser evidence that the 280G Approval was solicited in accordance with the foregoing provisions of Section 7.4(e) (to the extent such 280G Approval was required to be solicited in connection with payments with respect to which Sellers were required to use reasonable commercial efforts to obtain a Parachute Payment Waiver in accordance with the foregoing provisions of Section 7.4(e)) and that either (i) 280G Approval was obtained or (ii) 280G Approval was not obtained, and as a consequence, the parachute payments subject to the Parachute Payment Waivers shall not be made or provided.

(iii) In connection with the foregoing, at least five (5) days before taking such actions, the Sellers shall deliver to Purchaser for review and comment (i) parachute payment calculations prepared by the Seller or its advisors and (ii) copies of all Bankruptcy Court disclosure materials and a form of the Parachute Payment Waiver that will be used to effectuate the undertaking set forth in this Section 7.4(e), which comments by Purchaser shall be reasonably considered by the Sellers.

Section 7.5 No Obligation. Nothing contained in this Article VII shall be construed to: (a) require the employment or service of (or prevent the termination of employment or service of), or any particular term or condition of employment or service of, any individual, (b) require minimum benefit or compensation levels or prevent any change in the benefits or compensation provided to any individual Transferred Employee, (c) establish or amend any benefit or compensation plan, program, policy, Contract, agreement or arrangement, or (d) restrict the ability of Purchaser or any Designated Purchaser or any of their Affiliates to amend or terminate any benefit or compensation plan, program, policy, Contract, agreement or arrangement that is at any time established or maintained or contributed to by any of them. No provision of this Article VII shall create any rights (including any third-party beneficiary rights) in any Employee or former Employee of Sellers or any other Person (including any beneficiary or dependent thereof) other than the Parties to this Agreement of any nature or kind whatsoever, including in respect of continued employment (or resumed employment) for any specified period.

ARTICLE VIII
CONDITIONS TO THE CLOSING

Section 8.1 Conditions to Each Party's Obligation. The Parties' obligation to effect, and, as to Purchaser, to cause the relevant Designated Purchasers to effect, the Closing is subject to the satisfaction or the express written waiver of the Parties, at or prior to the Closing, of the following conditions:

(a) Regulatory Approvals. (i) All Antitrust Approvals shall have been obtained and shall remain in effect and (ii) and any other approvals of Government Entities required for the consummation of the transactions contemplated by this Agreement shall have been obtained and shall remain in effect, other than, with respect to this clause (ii), any such approval the failure of which to be obtained would not reasonably be expected to (A) materially and adversely affect the operation by Purchaser of the Business immediately following the Closing or (B) subject Purchaser to any criminal or material civil liability.

(b) No Injunctions or Restraints. There shall not be in effect any Order entered by a Government Entity of competent jurisdiction, or any Law preventing, enjoining, restraining, making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

(c) Bidding Procedures and Sale Orders. The Bankruptcy Courts shall have entered the Bidding Procedures Orders and the Sale Orders and each of such orders shall not have been reversed, modified, amended or stayed.

Section 8.2 Conditions to Sellers' Obligation. Sellers' obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by Sellers), at or prior to the Closing, of each of the following additional conditions:

(a) No Breach of Representations and Warranties. The representations and warranties made by Purchaser in this Agreement or in any other Transaction Document shall be true and correct in all material respects (without giving effect to any materiality or similar qualification contained therein), in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date).

(b) No Breach of Covenants. Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date.

(c) Closing Certificate. Purchaser shall have delivered a certificate, in form and substance reasonably acceptable to Sellers and executed by a duly authorized officer of Purchaser, certifying as to the satisfaction of each of the conditions set forth in clauses (a) and (b) of this Section 8.2.

(d) Closing Deliveries. Each of the deliveries required to be made to Sellers pursuant to Section 2.7(b) shall have been so delivered.

Section 8.3 Conditions to Purchaser's Obligation. Purchaser's obligation to effect, and to cause the relevant Designated Purchasers to effect, the Closing shall be subject to the fulfillment (or express written waiver by Purchaser), at or prior to the Closing, of each of the following additional conditions:

(a) No Breach of Representations and Warranties. (i) The representations and warranties made by Sellers in this Agreement (other than the representations and warranties in Section 4.1 (Organization and Corporate Power), Section 4.2 (Subsidiaries and Investments) (but only clause (b) thereof (other than the last sentence thereof)), Section 4.3 (Authorization; Binding Effect) (but only clause (a) thereof), and Section 4.19 (Brokers; Advisors Fees) (collectively, the "Specified R&Ws") shall be true and correct in all respects (disregarding any materiality, Material Adverse Effect or similar qualification contained therein), in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations and warranties to be true and correct in all respects as of such dates would not be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect; and (ii) the Specified R&Ws shall, if qualified by materiality or "Material Adverse Effect", be true and correct in all respects or, if not so qualified, be true and correct except as would not have greater than a de minimis adverse effect on the Business, in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date.

(b) No Breach of Covenants. Sellers shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

(c) No Material Adverse Effect. There shall not have occurred since the date of this Agreement any Change constituting, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect.

(d) Closing Certificate. Sellers shall have delivered a certificate, in form and substance reasonably acceptable to Purchaser and executed by a duly authorized officer of each Seller, certifying as to the satisfaction of each of the conditions set forth in clauses (a) through (c) of this Section 8.3.

(e) Assigned Contracts Approval. The Bankruptcy Court shall have approved and authorized the assumption and assignment of all Assigned Contracts, except any such Contracts the failure of which to have assumed and assigned would not, individually or in the aggregate, materially and adversely affect the operation of the Business from and after the Closing

(f) Closing Deliveries. Each of the deliveries required to be made to Purchaser pursuant to Section 2.7(b) shall have been so delivered.

(g) Third Party Consents. All Consents listed in Schedule 8.3(g) of the Sellers Disclosure Letter or waivers thereof shall have been obtained.

(h) No Event of Default. There shall not have occurred under the DIP Credit Agreement any default or event of default that has not been cured in full or waived in accordance with the terms thereof.

(i) Sale Orders. Sellers shall deliver a certified copy of the Sale Orders.

(j) Acquired Entities. Sellers shall have delivered to Purchaser documentation reasonably satisfactory to the Parties evidencing (i) the valid transfer to Purchaser of the Equity Interests of the Acquired Entities at Closing, free and clear of all Liens (other than Permitted Encumbrances), including, to the extent any such Equity Interests are certificated, certificates evidencing such Equity Interests duly endorsed in blank or accompanied by transfer powers duly executed in blank, and (ii) the completion of the steps of the Pre-Closing Reorganization necessary to eliminate any liabilities described therein owed by an Acquired Entity to one or more Sellers.

ARTICLE IX TERMINATION

Section 9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by either Party, upon written notice to the other:

(i) by mutual written consent of Sellers and Purchaser;

(ii) if the Closing does not take place on or prior to February 16, 2017 (the “Outside Date”); *provided, however*, that if (A) on the Outside Date all of the conditions set forth in Article VIII have been satisfied (other than conditions that, by their nature, are to be satisfied at the Closing and which were, as of such date, capable of being satisfied) other than the conditions set forth in Section 8.1(a) or Item 15 in Schedule 8.3(g) of the Sellers Disclosure Letter, then either the Company or Purchaser may extend the Outside Date to a date no later than February 28, 2017 by delivery of written notice of such extension to the other party or (B) Purchaser is required to serve as the Back-up Bidder pursuant to Section 5.1(g), Purchaser’s right to terminate this Agreement pursuant to this Section 9.1(a)(ii) shall be subject to the Bidding Procedures Orders (the date to which the Outside Date is extended pursuant to clause (A) or the date on which Purchaser is no longer obligated to serve as the Back-up Bidder pursuant to the Bidding Procedures Orders, but in no event later than February 28, 2017, either such date, the “Extended Outside Date”); *provided, further, however*, that a Party shall not be permitted to terminate this Agreement pursuant to this Section 9.1(a)(ii) if such Party is in material breach of this Agreement so as to cause any of the conditions of the other Party set forth in Section 8.1, Section 8.2 or Section 8.3, as applicable, not to be satisfied;

(iii) if there shall be in effect any Law or Final Order preventing, enjoining, restraining, making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or the other Transaction Documents that does not result from the Party seeking termination of this Agreement; or

(iv) (A) if an Alternative Transaction is approved by the Bankruptcy Courts other than in connection with an Auction, (B) if there is an Auction, Purchaser is not declared the Prevailing Bidder at the Auction and Purchaser is not required to serve as the Back-up Bidder pursuant to Section 5.1(g), or (C) if there is an Auction, Purchaser is not declared the Prevailing Bidder at the Auction and Purchaser is required to serve as the Back-up Bidder pursuant to Section 5.1(g); *provided*, that any termination pursuant to this clause (C) shall not be effective until the earlier of the occurrence of the Extended Outside Date or the consummation of an Alternative Transaction;

(b) by Purchaser, upon written notice to Sellers:

(i) in the event of a breach by any Seller of any of the representations, warranties, agreements or covenants of such Seller set forth in this Agreement if (A) any of the conditions set forth in Section 8.1 or Section 8.3 would not be satisfied if such breach remained uncured as of the Closing and (B) such breach is incapable of being cured prior to the Outside Date or, if so capable of being cured, shall not have been cured within ten (10) Business Days following receipt by Sellers of notice of such breach from Purchaser; *provided, however*, that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(b)(i) if Purchaser is then in material breach of the terms of this Agreement such that Sellers would be entitled to terminate this Agreement pursuant to Section 9.1(c)(i) (determined without regard to the proviso thereto);

(ii) if the CCAA Proceedings and/or the Chapter 11 Cases have not been commenced, or the Petition Date has not occurred, within two (2) Business Days after the execution of this Agreement;

(iii) if the Chapter 11 Cases are dismissed or converted to cases under Chapter 7 of the U.S. Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement, or a trustee is appointed for the U.S. Debtors and such trustee rejects the transactions contemplated by this Agreement;

(iv) if the CCAA Proceedings are terminated or a trustee in bankruptcy or receiver is appointed in respect of any of the Canadian Debtors or their respective Acquired Assets, and such trustee in bankruptcy or receiver refuses to proceed with the transactions contemplated by this Agreement;

(v) if (A) the Bidding Procedures Orders have not been entered on or prior to November 21, 2016, or do not contain approval of the Break-Up Fee or the Expense Reimbursement as set forth herein, or (B) following their entry, Sellers do not hold an Auction as provided in the Bidding Procedures Order (unless the Auction is cancelled because Purchaser is the Prevailing Bidder), the Bidding Procedures Orders shall fail to be in full force and effect or shall have been stayed, reversed, modified or amended in respect of the Break-Up Fee or the

Expense Reimbursement or otherwise in any material respect without the prior written consent of Purchaser and Sellers;

(vi) if (A) the Sale Orders are not entered on or prior to January 16, 2017, or (B) following their entry, the Sale Orders shall fail to be in full force and effect or shall have been stayed, reversed, revoked, rescinded, vacated, modified or amended in any respect without the prior written consent of Purchaser and Sellers; *provided, however*, that the right to terminate this Agreement under this Section 9.1(b)(vi) shall not be available to Purchaser if (x) its failure to fulfill any covenant or obligation under this Agreement has been the cause of, or resulted in, the failure of such order to meet these requirements on or before such date or (y) Purchaser is required to serve as the Back-up Bidder pursuant to Section 5.1(g);

(vii) if Sellers (A) withdraw, or seek to withdraw, the Sale Motion or (B) announce or file a plan, or seek to file a plan, contemplating the reorganization or sale of all or any part of any Seller inconsistent with this Agreement or the transactions contemplated hereby; or

(viii) if Sellers enter into any Alternative DIP Credit Agreement which contains any terms, provisions or conditions that would materially and adversely impair or delay the ability of any Seller to perform its obligations hereunder (including compliance with its covenants and other agreements set forth herein).

(c) by Sellers, upon written notice to Purchaser;

(i) in the event of a breach by Purchaser of any of the representations, warranties, agreements or covenants of Purchaser set forth in this Agreement if (A) any of the conditions set forth in Section 8.1 or Section 8.2 would not be satisfied if such breach remained uncured as of the Closing and (B) such breach is incapable of being cured prior to the Outside Date or, if so capable of being cured, shall not have been cured within ten (10) Business Days following receipt by Purchaser of notice of such breach from Sellers; *provided, however*, that Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(c)(i) if any Seller is then in material breach of the terms of this Agreement such that Purchaser would be entitled to terminate this Agreement pursuant to Section 9.1(b)(i) (determined without regard to the proviso thereto); or

(ii) if all of the conditions set forth in Section 8.1 and Section 8.3 have been satisfied (other than any such condition the failure of which to be satisfied is caused by a breach by Purchaser of its representations, warranties, covenants or agreements contained herein and other than conditions that, by their nature, are to be satisfied at the Closing and which were, as of such date, capable of being satisfied) or waived and Purchaser fails to deliver the Closing Cash Payment at the Closing; *provided, however*, that any purported termination of this Agreement by Purchaser pursuant to Section 9.1(a)(ii) shall be deemed to be a termination by Sellers pursuant to this Section 9.1(c)(ii) if Sellers are entitled to terminate this Agreement pursuant to this Section 9.1(c)(ii) at the time of such termination.

Section 9.2 Effects of Termination.

(a) If this Agreement is validly terminated pursuant to Section 9.1, then subject to the remaining provisions of this Section 9.2, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of any Party to the other, except that the provisions of (i) Section 5.5 (Public Announcements), (ii) Section 5.9 (Transaction Expenses), (iii) Section 5.10 (Confidentiality), (iv) this Section 9.2 (Effects of Termination), (v) Article X (Miscellaneous) and (vi) Article I (Interpretation), to the extent applicable to the interpretation or enforcement of such provisions, shall survive any termination of this Agreement.

(b) In the event that this Agreement is terminated by any Party pursuant to Section 9.1(a)(iv) or by Purchaser pursuant to Section 9.1(b), or by any Party pursuant to Section 9.1(a)(ii) at a time when this Agreement was terminable pursuant to Section 9.1(a)(iv) or Section 9.1(b), then Purchaser shall be entitled to the reimbursement of, and the Company shall promptly, and in any event within thirty (30) days after such termination, reimburse Purchaser in immediately available funds for, all reasonable out-of-pocket fees and expenses (including reasonable professional's fees and expenses) incurred by Purchaser and its Affiliates (including the Sponsors and their respective Affiliates) in connection with their investigation (including due diligence), preparation, negotiation and attempted consummation of the transactions contemplated by this Agreement (including performance of the Business obligations hereunder), in the maximum amount of \$3,500,000 (the "Expense Reimbursement").

(c) In the event that this Agreement is terminated (i) by Purchaser pursuant to Section 9.1(b)(iii), (iv), (vi) or (vii), (ii) by any Party pursuant to Section 9.1(a)(iv), or (iii) by any Party pursuant to Section 9.1(a)(ii) at a time this Agreement was terminable by Purchaser pursuant to Section 9.1(b)(iii), (iv), (vi) or (vii), or by any Party pursuant to Section 9.1(a)(iv), then in any such event of termination, Purchaser shall be entitled to the payment of a break-up fee of \$20,125,000 (the "Break-Up Fee"). When this Agreement is terminated (A) by any Party pursuant to Section 9.1(a)(iv), or (B) by any Party pursuant to Section 9.1(a)(ii) at a time this Agreement was terminable by any Party pursuant to Section 9.1(a)(iv), Purchaser shall be entitled to payment of the Break-Up Fee upon such termination, but Sellers may delay the payment of the Break-Up Fee until the date that is the earlier of (x) the date upon which any such Alternative Transaction is actually consummated, if applicable, and (y) the date that is sixty (60) days following the date upon which this Agreement is so terminated. In all other circumstances in which Purchaser is entitled to payment of the Break-Up Fee in accordance with this Section 9.2(c), the Break-Up Fee shall become due and payable by Sellers to Purchaser immediately upon termination of this Agreement.

(d) In addition, in the event that this Agreement is terminated by Purchaser pursuant to Section 9.1(b) (other than clauses (iii), (iv), (vi) and (vii) thereof), or by any Party pursuant to Section 9.1(a)(ii) at a time when this Agreement was terminable pursuant to Section 9.1(b) (other than clauses (iii), (iv), (vi) and (vii) thereof), and the Company consummates (or enters into an agreement to consummate) an Alternative Transaction (which, for the avoidance of doubt, shall include seeking or having confirmed a plan of reorganization) within the twelve (12) months following such termination, Purchaser shall be entitled to payment of the Break-Up Fee upon consummation of such Alternative Transaction.

(e) The obligations of the Company to pay the Break-Up Fee and/or Expense Reimbursement (A) shall be entitled to administrative expense claim status under Sections 503(b)(1)(A) and 507(a)(2) of the U.S. Bankruptcy Code and under an order to that effect issued by the CCAA Court and shall be a superpriority administrative expense claim (*i.e.*, senior to all other administrative expense claims and payable out of Sellers' cash or other collateral security under Sellers' obligations to their senior secured lenders and prior to any recovery by such lenders) of Sellers under Section 364(c)(1) of the U.S. Bankruptcy Code, or the inherent jurisdiction of the CCAA Court, (B) shall not be subordinate to any other administrative expense claim against the Company and (C) shall survive the termination of this Agreement in accordance with Section 9.2(a); *provided, however*, that the obligations of the Company to pay the Break-Up Fee and/or Expense Reimbursement shall be junior to any claims or obligations of the Company arising under any Order of the Bankruptcy Courts authorizing the Sellers' entry into the ABL DIP Credit Agreement or a DIP Credit Agreement. Sellers shall seek the approval of the Break-Up Fee and Expense Reimbursement as set forth in this paragraph and this Agreement in the Bidding Procedures Order.

(f) In the event that the Break-Up Fee becomes due and payable hereunder, the Break-Up Fee payable to Purchaser shall be reduced by the amount of the Work Fee actually paid to Purchaser.

(g) If this Agreement is terminated (or deemed terminated in accordance with the proviso to Section 9.1(c)(ii)) by Sellers pursuant to Section 9.1(c), Purchaser shall direct the Deposit Escrow Agent to disburse the Deposit to Sellers in immediately available funds, to an account designated by Sellers to the Deposit Escrow Agent in writing. Upon any termination of this Agreement (other than a termination (or deemed termination in accordance with the proviso to Section 9.1(c)(ii)) by Sellers pursuant to Section 9.1(c)), the Deposit shall be disbursed by the Deposit Escrow Agent to Purchaser in immediately available funds, to an account designated by Purchaser to the Deposit Escrow Agent in writing. Notwithstanding any provision to the contrary herein (including Section 9.2(a)), except Section 10.2, the Deposit is the sole and exclusive remedy and liquidated damages of the Company Related Parties, whether at Law or in equity, for any breach by Purchaser or any of its Affiliates (including the Sponsors and their respective Affiliates) of the terms and conditions of this Agreement or otherwise in connection with this Agreement, and no Purchaser Related Party shall have any further Liability of any kind to any Company Related Parties on account of this Agreement or otherwise in connection with the transactions contemplated by this Agreement.

ARTICLE X MISCELLANEOUS

Section 10.1 No Survival of Representations and Warranties or Covenants.

Except for the covenants identified in Section 9.2(a), no representations or warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date. Accordingly, no claim of any nature whatsoever for breach of such representations, warranties, covenants or agreements may be made, or Action instituted, after the Closing Date. Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date shall survive until satisfied in accordance with their terms.

Section 10.2 Waiver; Remedies.

(a) No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

(b) Each of the Parties hereto acknowledges that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, subject to Section 10.2(c), prior to any valid termination of this Agreement, the rights and obligations of the Parties shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and, to the extent permitted by law, the Parties shall be entitled to appropriate injunctive relief in connection therewith, without the necessity of posting a bond or other security or proving actual damages and without regard to the adequacy of any remedy at law. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any proceeding seeking specific performance of this Agreement and that the only permitted objection that it may raise in response to any action for specific performance of this Agreement is that it contests the existence of a breach or threatened breach thereof. The rights set forth in this Section 10.2 shall be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

(c) Notwithstanding the foregoing, neither the Company, Sellers nor any other Person shall be entitled to seek or obtain specific performance of Purchaser's obligation to obtain the Equity Financing or consummate the Closing unless each of the following conditions are satisfied: (i) all of the conditions set forth in Article VIII have been satisfied or, to the extent permitted by Law, waived by the party entitled to the benefit thereof (other than those conditions that by their terms are to be satisfied at the Closing, but subject to such conditions being capable of being satisfied), (ii) the Debt Financing (or, if applicable, the Alternative Financing) has been funded or will be funded at the Closing if the Equity Financing is funded, (iii) Purchaser has failed to consummate the Closing when requested in accordance with Section 2.7(a), and (iv) each Seller has irrevocably confirmed to Purchaser in writing that if specific performance is granted and the Debt Financing (or, if applicable, the Alternative Financing) is funded, and Purchaser otherwise complies when requested with its obligations hereunder, then the Closing will occur.

Section 10.3 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; *provided*, that the Debt Financing Sources may enforce (and each is an intended third party beneficiary of) the provisions of Section 9.2(g), this Section 10.3, Section 10.4, Section 10.5, Section 10.6, Section 10.14 and Section 10.15(b) (and in each case the definitions related thereto) that are related to the Debt Financing Sources.

Section 10.4 Consent to Amendments; Waivers. No Party shall be deemed to have waived any provision of this Agreement or any of the other Transaction Documents unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver. This Agreement and the other Transaction Documents shall not be amended, altered or qualified except by an instrument in writing signed by all the parties hereto or thereto, as the case may be. Notwithstanding anything to the contrary contained herein, Section 9.2(g), Section 10.3, this Section 10.4, Section 10.5, Section 10.6, Section 10.14 and Section 10.15(b) (and in each case the definitions related thereto) may not be amended and/or waived in a manner that is materially adverse to a Debt Financing Source without its prior written consent.

Section 10.5 Successors and Assigns. Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in this Agreement or any of the other Transaction Documents by or on behalf of the Parties thereto will be binding upon and inure to the benefit of such Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in such Party's sole discretion, except for (a) assignment to an Affiliate of a Party (*provided*, that such Party remains liable jointly and severally with its assignee Affiliate for the assigned obligations to the other Party), (b) assignment by a U.S. Debtor to a succeeding entity following such U.S. Debtor's emergence from Chapter 11 of the U.S. Bankruptcy Code, and (c) assignment by any of the Canadian Debtors pursuant to any plan of arrangement approved by the CCAA Court, which will not require the consent of Purchaser; *provided*, that Purchaser may assign all or any portion of its rights and obligations pursuant to this Agreement to the Debt Financing Sources pursuant to the terms of the Debt Commitment Letter for purposes of creating a security interest herein or otherwise assigning as collateral in respect of the Debt Financing; *provided, further*, that such assignment shall not permit any foreclosure or other execution on such assignment prior to the Closing and that no such assignment shall in any manner limit or affect Purchaser's obligations hereunder.

Section 10.6 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement (including, to the extent required by the Debt Commitment Letter, any claim or cause of action involving the Debt Financing Sources (or any Alternative Financing sources), and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the State of New York without regard to the rules of conflict of laws applied therein or any other jurisdiction.

(b) To the fullest extent permitted by applicable Law, each Party (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in (A) the U.S. Bankruptcy Court, if brought prior to the entry of a final decree closing the Chapter 11 Case, with respect to the U.S. Debtors, (B) the CCAA Court, if brought prior to the entry of a final decree closing the CCAA Proceedings, with respect to the Canadian Debtors, or (C) in all other circumstances, in the federal courts in the Southern District of New York

(collectively, the “Courts”), if brought after entry of such final decree closing the Chapter 11 Case or CCAA Proceedings, *mutatis mutandis*, and shall not be brought, in any court in the United States of America, Canada, or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of the Courts, as applicable pursuant to the preceding clauses (i)(A), (B) and (C), for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.7 or any other manner as may be permitted by Law shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH PARTY (I) CERTIFIES THAT 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 THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 10.6.

Section 10.7 Notices. Unless otherwise set forth herein, any notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), or (b) sent by facsimile or e-mail, in each case, if sent during the normal business hours of the recipient, or if not sent during such normal business hours then during such normal business hours on the Business Day immediately following such transmission, with confirmation of transmission by the transmitting equipment confirmed with a copy delivered as provided in clause (a), in the case of each of clauses (a) and (b), to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a Party may designate by notice to the other Parties):

If to Purchaser, to:

9938982 Canada Inc.
161 Bay Street Suite 5000
Toronto ON M5J 2S1, Canada
Attention: General Counsel
Email: legal@powercorp.com
Facsimile: 416-607-2251

With copies (that shall not constitute notice) to:

Sagard Capital Partners, L.P.
280 Park Ave. 3rd Floor West
New York, NY 10017
Attention: Samuel Robinson
Email: robinson@powercorp.com
Facsimile: 203-629-6781

and to:

Fairfax Financial Holdings Limited
Suite 800
95 Wellington Street West
Toronto, Ontario M5J 2N7
Attention: Paul Rivett
Email: PRivett@hwic.ca
Facsimile: 416-367-2201

and to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Michael Movsoovich
Richard Campbell
Email: michael.movsoovich@kirkland.com
richard.campbell@kirkland.com
Facsimile: 212-446-4900

and to:

Blake, Cassels & Graydon LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9, Canada
Attention: John Tuzyk
Philippe Bourassa
Email: john.tuzyk@blakes.com
philippe.bourassa@blakes.com
Facsimile: 416-863-2653
514-982-4099

and to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022

Attention: Scott Petepiece
Fred Sosnick
Email: spetepiece@shearman.com
fsosnick@shearman.com

and to:

Torys LLP
Suite 3000
79 Wellington Street West
Box 270, Toronto Dominion Centre
Toronto, Ontario M5K 1N2
Attention: David Chaikof
Thomas Yeo
Email: dchaikof@torys.com
tyeo@torys.com
Facsimile: 416-865-7380

If to Sellers, to:

Performance Sports Group Ltd.
100 Domain Drive
Exeter, NH 03833
Attention: Michael Wall
Email: Michael.Wall@bauer.com
Facsimile: 603-292-1505

With copies (that shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Angelo Bonvino
Kelley A. Cornish
Alice Belisle Eaton
Email: abonvino@paulweiss.com
kcornish@paulweiss.com
aeaton@paulweiss.com
Facsimile: 212-492-0570

and to:

Stikeman Elliott LLP
5300 Commerce Court West, 199 Bay Street
Toronto, Ontario M5L 1B9
Attention: Jonah Mann
Email: jmann@stikeman.com
Facsimile: 416-947-0866

Section 10.8 Exhibits; Sellers Disclosure Letter. The Sellers Disclosure Letter and the Exhibits attached hereto constitute a part of this Agreement and are incorporated into this Agreement for all purposes as if fully set forth herein.

Section 10.9 Counterparts. The Parties may execute this Agreement in two (2) or more counterparts (no one of which need contain the signatures of all Parties), each of which will be an original and all of which together will constitute one and the same instrument.

Section 10.10 No Presumption. The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party acknowledges and agrees that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties each acknowledge and agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

Section 10.11 Severability. If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction, (a) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances, and (b) as for any other jurisdiction, any provision of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, 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 mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible even in such jurisdiction.

Section 10.12 Entire Agreement. This Agreement and the other Transaction Documents set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral (including the Confidentiality Agreement), are superseded by this Agreement and the other Transaction Documents and all such prior or contemporaneous understandings, agreements, representations and warranties (including the Confidentiality Agreement) are hereby terminated. In the event of any irreconcilable conflict between this Agreement and any of the other Transaction Documents, the provisions of this Agreement shall prevail, regardless of the fact that certain other Transaction Documents, such as the Local Sale Agreement, may be subject to different governing Laws (unless the other Transaction Document expressly provides otherwise).

Section 10.13 Damages. Under no circumstances shall any Party be liable for punitive damages or indirect or incidental damages arising out of or in connection with this Agreement or the transactions contemplated hereby or any breach or alleged breach of any of the terms hereof, including damages alleged as a result of tortious conduct.

Section 10.14 Bulk Sales Laws. Subject to Section 6.1(c) (Clearance Certificates), each Party waives compliance by the other Party with any applicable U.S. bulk sales Law.

Section 10.15 Non-Recourse.

(a) No past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Company or any other Seller or any of their respective Affiliates, in each case, other than any Seller who is a party hereto, shall have any liability under this Agreement or any other Transaction Document or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

(b) Notwithstanding anything to the contrary contained herein, the Company and the other Sellers agree on behalf of themselves and their respective Affiliates that none of the Purchaser Related Parties (other than Purchaser) shall have any liability or obligation to the Company, the other Sellers or any of their respective Affiliates relating to this Agreement or any of the transactions contemplated herein (including the Debt Financing), in each case whether based on contract, tort or strict liability by the enforcement of any assessment, by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Laws or otherwise and whether by or through attempted piercing of the corporate, limited liability company or partnership veil, by or through a claim by or on behalf of a party hereto or another Person (including a claim to enforce the Debt Commitment Letter) or otherwise. This Section 10.15(b) is intended to benefit and may be enforced by Purchaser and the Purchaser Related Parties (including the Debt Financing Sources, and each such Person shall be a third party beneficiary of this Section 10.15(b)) and shall be binding on all the respective successors and permitted assigns of the Company and each Seller.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

9938982 CANADA INC.

By: 

Name: PAUL DESMARAIS III
Title: EXECUTIVE CHAIRMAN

By: 

Name: SAMUEL ROBINSON
Title: PRESIDENT

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

PERFORMANCE SPORTS GROUP LTD.

By: 

Name: Michael J. Wall

Title: Executive Vice President, General Counsel
and Corporate Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BPS US HOLDINGS INC.

By: _____

Name: Michael J. Wall

Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

EASTON BASEBALL/SOFTBALL INC.

By: 
Name: Michael J. Wall
Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BAUER HOCKEY RETAIL INC.

By: 

Name: Michael J. Wall

Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BPS DIAMOND SPORTS INC.

By: 
Name: Michael J. Wall
Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

PERFORMANCE LACROSSE GROUP INC.

By: 
Name: Michael J. Wall
Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BAUER PERFORMANCE SPORTS UNIFORMS
INC.

By:  _____

Name: Michael J. Wall

Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BAUER HOCKEY, INC.

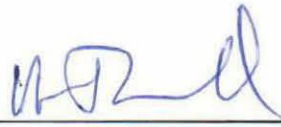
By: _____

Name: Michael J. Wall

Title: Executive Vice President, General Counsel
and Corporate Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BAUER PERFORMANCE SPORTS UNIFORMS
CORP

By: _____

Name: Michael J. Wall

Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

PERFORMANCE LACROSSE GROUP CORP.

By: 
Name: Michael J. Wall
Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BPS CANADA INTERMEDIATE CORP.

By: 
Name: Michael J. Wall
Title: Secretary

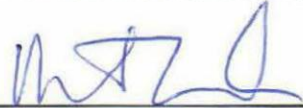
IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BPS DIAMOND SPORTS CORP.

By: 
Name: Michael J. Wall
Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

KBAU HOLDINGS CANADA, INC.

By: _____

Name: Michael J. Wall

Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

PSG INNOVATION CORP.

By: 
Name: Michael J. Wall
Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BAUER HOCKEY CORP.

By: 
Name: Michael J. Wall
Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

EASTON BASEBALL/SOFTBALL CORP.

By: 
Name: Michael J. Wall
Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

PSG INNOVATION INC.

By: 
Name: Michael J. Wall
Title: Secretary

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

BAUER HOCKEY RETAIL CORP.

By: 
Name: Michael J. Wall
Title: Secretary

EXHIBIT A
SUBSIDIARY SELLERS

<u>Name</u>	<u>State or Country of Incorporation or Organization</u>
Bauer Hockey Retail Inc.	Delaware
Bauer Performance Sports Uniforms Inc.	Delaware
BPS Diamond Sports Inc.	Delaware
BPS US Holdings Inc.	Delaware
Easton Baseball/Softball Inc.	Delaware
Performance Lacrosse Group Inc.	Delaware
PSG Innovation Inc.	Delaware
Bauer Hockey, Inc.	Vermont
Bauer Hockey Retail Corp.	Canada
Bauer Hockey Corp.	Canada
Bauer Performance Sports Uniforms Corp.	Canada
BPS Canada Intermediate Corp.	Canada
BPS Diamond Sports Corp.	Canada
Easton Baseball/Softball Corp.	Canada
KBAU Holdings Canada, Inc.	Canada
Performance Lacrosse Group Corp.	Canada
PSG Innovation Corp.	Canada

EXHIBIT B
[RESERVED]

EXHIBIT C
COUNTERPART TO THE ASSET PURCHASE AGREEMENT

TO: Performance Sports Group Ltd. and the Sellers listed on “Exhibit A” to the Purchase Agreement (collectively, “Sellers”)

AND TO: 9938982 Canada Inc. (“Purchaser”)

Reference is made to the asset purchase agreement dated as of **October 31, 2016** (the “**Purchase Agreement**”) among Sellers and Purchaser, in connection with the purchase and assumption by Purchaser or the Designated Purchasers of the Acquired Assets and the Assumed Liabilities from Sellers. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

In accordance with the Purchase Agreement, in executing this counterpart to the Purchase Agreement, the undersigned hereby:

- (a) acknowledges receipt of a copy of the Purchase Agreement;
- (b) covenants and agrees to join, become a party to and be bound, as a “Designated Purchaser”, by the Purchase Agreement, as the same may be amended from time to time in accordance with the provisions thereof;
- (c) authorizes Purchaser to act as its agent for all purposes under the Purchase Agreement;
- (d) agrees to purchase, assume and/or employ, as applicable, the Acquired Assets, Assumed Liabilities and Transferred Employees indicated in Appendix A hereto; and
- (e) agrees to enter into such agreements or instruments, including Local Sale Agreements, providing for (i) the sale, transfer, assignment and other conveyance to the undersigned of the Acquired Assets indicated in Appendix A hereto, in accordance with applicable local Law and the Purchase Agreement, (ii) the assumption by the undersigned of the Assumed Liability indicated in Appendix A hereto, and (iii) the employment by the undersigned of the Transferred Employees indicated in Appendix A hereto.

For the purposes of Section 10.7 of the Purchase Agreement, copies of notices to Purchaser should also be delivered to:

[•

DATED as of this ____ day of _____, 201__

[DESIGNATED PURCHASER]

By: _____
Name:
Title:

APPENDIX A
ACQUIRED ASSETS, ASSUMED LIABILITIES AND TRANSFERRED EMPLOYEES

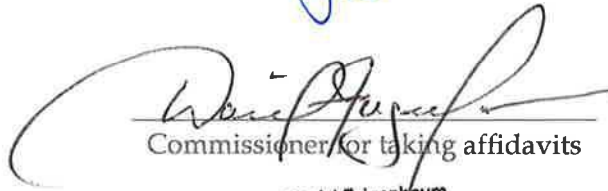
[See attached.]

EXHIBIT “D”

Exhibit "D" to the Affidavit

Of Brian J. Fox, sworn

January 24, 2017



Commissioner for taking affidavits

Daniel Feigenbaum
Notary Public State of New York
02FE6203476
Qualified in Nassau County
Commission Expires 04/06/2013

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BPS US Holdings Inc., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 16-12373 (KJC)
)
) (Jointly Administered)
)

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES
AND PROPOSED CURE AMOUNTS**

PLEASE BE ADVISED that on October 31, 2016 Performance Sports Group Ltd. (the “Company”) and certain of its subsidiaries (collectively with the Company, the “Debtors” or “Sellers”) filed for relief before the United States Bankruptcy Court for the District of Delaware (the “U.S. Court”), and the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” and together with the U.S. Court, the “Courts”). The U.S. Court presides over the Sellers’ jointly administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) captioned *In re BPS US Holdings Inc. et al.*, Ch. 11 Case No. 16-12373 (KJC) (Bankr. D. Del. Oct. 31, 2016). The Canadian Court presides over the Sellers’ creditor protection proceedings (the “Canadian Proceedings” and together with the Chapter 11 Cases, the “Proceedings”) commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”).

PLEASE BE ADVISED that on October 31, 2016 the Sellers filed in each of the Proceedings the *Motion for (I) an Order (A) Establishing Bidding Procedures for the Sale of All, or Substantially All, of the Debtors’ Assets; (B) Approving Bid Protections; (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases; (D) Approving Form and Manner of the Sale, Cure and Other Notices; and (E) Scheduling an Auction and as Hearing to Consider the Approval of the Sale; (II) an Order (A) Approving the Sale of the Debtors’ Assets Free and Clear of Claims, Liens and Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the “Sale Motion”).² By the Sale Motion,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian equivalent, are as follows: BPS US Holdings Inc. (8341); Bauer Hockey, Inc. (3094); Easton Baseball / Softball Inc. (5670); Bauer Hockey Retail Inc. (6663); Bauer Performance Sports Uniforms Inc. (1095); Performance Lacrosse Group Inc. (4200); BPS Diamond Sports Inc. (5909); PSG Innovation Inc. (9408); Performance Sports Group Ltd. (1514); KBAU Holdings Canada, Inc. (5751); Bauer Hockey Retail Corp. (1899); Easton Baseball / Softball Corp. (4068); PSG Innovation Corp. (2165) Bauer Hockey Corp. (4465); BPS Canada Intermediate Corp. (4633); BPS Diamond Sports Corp. (8049); Bauer Performance Sports Uniforms Corp. (2203); and Performance Lacrosse Group Corp. (1249). The Debtors’ headquarters are located at 100 Domain Dr., Exeter, New Hampshire 03833.

² Capitalized terms used herein but not otherwise defined in this notice (the “Notice”) shall have the meanings ascribed to them in the Sale Motion.

the Sellers seek, *inter alia*, to conduct a sale (the “Sale”) by auction (the “Auction”) of all or substantially all of their assets (the “Assets”) and to assume and assign certain executory contracts and unexpired leases (the “Stalking Horse Purchaser Designated Contracts”) to a group of investors led by Sagard Capital Partners, L.P. and Fairfax Financial Holdings Limited (collectively, the “Stalking Horse Purchaser”) pursuant to an asset purchase agreement by and among the Sellers and the Stalking Horse Purchaser (the “Stalking Horse Agreement”). The Stalking Horse Agreement is subject to higher or otherwise better offers at the Auction. A copy of the Stalking Horse Agreement is attached as an exhibit to the Sale Motion.

PLEASE BE FURTHER ADVISED that, on November 30, 2016, pursuant to the Sale Motion, the Courts entered an Order (the “Bidding Procedures Order”), which, among other things, approves auction and bidding procedures (the “Bidding Procedures”) in connection with the proposed Sale. A copy of the Sale Motion, the Bidding Procedures Order and the Bidding Procedures can be obtained free of charge at www.primeclerk.com.

PLEASE BE FURTHER ADVISED that a hearing to approve the Sale (the “Sale Hearing”), including the assumption and assignment of certain Stalking Horse Purchaser Designated Contracts, will be held on **February 6, 2017 at 10:00 a.m. (prevailing Eastern Time)**, before the Courts.

PLEASE BE FURTHER ADVISED that pursuant to the Motion, the Sellers may assume and assign the contract(s) identified on Appendix “B” (the “Subject Contract(s)”) to the Successful Bidder at the Auction.³ The cure amount (the “Cure Amount”), if any, the Sellers believe is required to satisfy all amounts and obligations due and owing under each Subject Contract by the Sellers, including any monetary defaults and compensation for pecuniary losses, is listed on Exhibit A (the “Cure Schedule”).

i. Filing a Cure Objection

PLEASE BE FURTHER ADVISED that objections to the assumption and assignment of the contract(s) with the U.S. Debtors,⁴ if any, (the “U.S. Contracts”) and the Cure Amount(s) for such U.S. Contract(s) (together, “Cure Objections”) must be filed with the U.S. Court. Cure Objections to contract(s) with the Canadian Debtors,⁵ (the “Canadian Contracts”) if any, must be filed with the Canadian Court. In addition to filing the Cure Objections with either the U.S.

³ The Sellers may modify the list of Available Contracts that will be assumed and assigned in connection with the Sale. In addition, the inclusion of any contract or agreement on Appendix “B” shall not constitute an admission by the Sellers that any such Subject Contract is an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code or under the CCAA and the Sellers reserve all rights with respect thereto.

⁴ The U.S. Debtors are: BPS US Holdings Inc.; Bauer Hockey, Inc.; Easton Baseball / Softball Inc.; Bauer Hockey Retail Inc.; Bauer Performance Sports Uniforms Inc.; Performance Lacrosse Group Inc.; BPS Diamond Sports Inc.; and PSG Innovation Inc.

⁵ The Canadian Debtors are: Performance Sports Group Ltd.; KBAU Holdings Canada, Inc.; Bauer Hockey Retail Corp.; Easton Baseball / Softball Corp.; PSG Innovation Corp.; Bauer Hockey Corp.; BPS Canada Intermediate Corp.; BPS Diamond Sports Corp.; Bauer Performance Sports Uniforms Corp.; and Performance Lacrosse Group Corp.

Court or Canadian Court, as applicable, all such cure objections must be served upon those parties listed in Appendix “A”.

PLEASE BE FURTHER ADVISED the deadline to file a Cure Objection for the U.S. Contract(s) and Canadian Contract(s) is January 25, 2017 at 4:00 p.m. (prevailing Eastern Time) (the “Cure Objection Deadline”).

PLEASE BE FURTHER ADVISED that the Cure Objection must state (i) the basis for the objection and (ii) with specificity, what Cure Amount(s) the party to the Subject Contract(s) believes is required (in all cases with appropriate documentation in support thereof).

PLEASE BE FURTHER ADVISED that any objection solely to the Cure Amount(s) may not prevent or delay the Sellers’ assumption and assignment of the Subject Contract(s) by a Successful Bidder other than the Stalking Horse Purchaser. If a non-Seller counterparty (a “Non-Seller Counterparty”) objects solely to Cure Amount(s), the Sellers may, with the consent of the Successful Bidder, hold the claimed Cure Amount(s) in reserve pending further order of the Court or mutual agreement of the parties. So long as Cure Amount(s) are held in reserve, and there are no other unresolved objections to assumption and assignment of the applicable Subject Contract(s), the Sellers can, without further delay, assume and assign such Subject Contract(s) to the Successful Bidder. Under such circumstances, the objecting Non-Seller Counterparty’s recourse is limited to the funds held in reserve.

PLEASE BE FURTHER ADVISED that any objections to the adequate assurance of future performance or any other factors listed in s. 11.3(3) of the CCAA, by any Successful Bidder other than the Stalking Horse Purchaser (an “Alternative Purchaser”) under the applicable Subject Contract(s) must be filed with either the U.S. Court or the Canadian Court and served on the Notice Parties and the applicable Successful Bidder so that such objection is received on or before **12:00 p.m. (prevailing Eastern Time)** the day before the Sale Hearing (the “Adequate Assurance Objection Deadline”).

ii. *The U.S Contracts*

PLEASE BE FURTHER ADVISED that unless a Cure Objection, or an objection to adequate assurance of future performance, as applicable, is filed and served by a Non-Seller Counterparty to any U.S. Contract by the Cure Objection Deadline or the Adequate Assurance Objection Deadline, as applicable, such Non-Seller Counterparty shall be (i) deemed to have waived and released any right to assert a Cure Objection and to have otherwise consented to the assignment of such Subject Contract, (ii) forever barred from objecting to the assumption and assignment of such Subject Contract or the failure of the Successful Bidder to provide adequate assurance of future performance and (iii) forever barred and estopped from asserting or claiming any Cure Amount, other than the Cure Amount listed on the Cure Schedule.

iii. *The Canadian Contracts*

PLEASE BE FURTHER ADVISED that consents to assign Canadian Contracts to the Stalking Horse Purchaser or to an Alternative Purchaser, as applicable, must be provided as soon

as possible and in any event by no later than **January 25, 2017 at 4:00 p.m.** (prevailing Eastern Time). Consent is confirmed by signing the acknowledgment 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

PLEASE BE FURTHER ADVISED that if your consent is not provided, the Debtors will seek orders of the Courts at the Sale Hearings pursuant to the CCAA and U.S. Code granting authority to assign the Canadian Contract in connection with a Sale Transaction. Please note that objections to the assignment and assumption of the Canadian Contract(s), if any, must be filed in the Canadian Court in accordance with the protocol specified in the section above titled "Filing a Cure Objection".

ii. General

PLEASE BE FURTHER ADVISED that the hearings with respect to Cure Objection(s) or objection(s) to the adequate assurance of future performance or any other factors listed in s. 11.3(3) of the CCAA, may be held (a) at the Sale Hearing, or (b) at such other date as the Courts may designate.

Acknowledgment of Consent to Assign
(Counterparties to Canadian Debtor contracts only)

[Counterparty name], in its capacity as party to the [the [Agreement Name]/agreements listed at Schedule "A"] (the "Contract"), hereby irrevocably consents to the assignment of the Contract:

(Please select one or both boxes. If this consent form is received and neither box above is checked, both boxes are deemed to have been checked).

- ☐ to the Stalking Horse Purchase
- ☐ to an Alternative Purchaser

This assignment remains subject to payment of or reserve for the Cure Amount and subject to approval by the Courts of the Sale Transaction. The assignment is subject to and effective upon Closing as contemplated by the Stalking Horse Agreement or an Alternative Purchase Agreement, as applicable. This consent is effective notwithstanding anything in the Contract to the contrary. It is further acknowledged that, notwithstanding this consent, the Contract may not be designated as an Assigned Contract pursuant to the Stalking Horse Agreement or an Alternative Purchase Agreement.

Dated: _____.

[Counterparty Name]

Per: _____
Name:
Title:

PLEASE BE FURTHER ADVISED that all requests for information concerning the Sale should be in writing and directed to US counsel to the Sellers at the address referenced below.

Dated: December 12, 2016
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Justin H. Rucki

Pauline K. Morgan (No. 3650)

Sean T. Greecher (No. 4484)

Justin H. Rucki (No. 5304)

Shane M. Reil (No. 6195)

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

Telephone: (302) 571-6600 / Facsimile: (302) 571-1253

-and-

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP

Kelley A. Cornish

Alice Belisle Eaton

Claudia R. Tobler

Christopher Hopkins

1285 Avenue of the Americas,

New York, New York 10019

Telephone: (212) 373-3000 / Facsimile: (212) 757-3990

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

Appendix “A”

(a) **The Debtors**, 100 Domain Dr., Exeter, New Hampshire 03885, Attention: Michael J. Wall, Esq. (Michael.Wall@bauer.com); (b) **US counsel to the Debtors**, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019, Attention: Kelley A. Cornish (kcornish@paulweiss.com) and Alice Eaton (aeaton@paulweiss.com); and Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attention: Pauline Morgan (pmorgan@ycst.com); (c) **Canadian counsel to the Debtors**, Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, ON, Canada M5L 1B9, Attention: Peter Howard (phoward@stikeman.com) and Jonah Mann (jmann@stikeman.com); (d) **Financial advisor to the Debtors**, Centerview Partners, 31 West 52nd Street New York, NY 10019, Attention: Marc Puntus (mpuntus@centerviewpartners.com); (e) **the Monitor**, Ernst & Young Inc., 222 Bay Street, Toronto, ON, M5K 1J7, Attention: Brian Denega (brian.m.denega@ca.ey.com); (f) **US counsel to the Monitor**, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attention: Ken Coleman (Ken.Coleman@AllenOvery.com); (g) **Canadian counsel to the Monitor**, Thornton Grout Finnigan LLP, 100 Wellington Street West, Suite 3200, Toronto, ON, M5K 1K7, Attention: Robert Thornton (rthornton@tgf.ca), D.J. Miller (djmiller@tgf.ca) and Rachel Bengino (rbengino@tgf.ca); (h) **counsel to the UCC**, Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, Attention: Andrew B. Eckstein (AEckstein@blankrome.com), Michael B. Schaedle (Schaedle@blankrome.com) and Stanley B. Tarr (tarr@blankrome.com); (i) **financial advisor to the UCC**, Province Inc., 2360 Corporate Circle, Suite 330, Henderson, N.V. 89074, Attention: Paul Huygens (phuygens@provincefirm.com) and Peter Kravitz (pkravitz@provincefirm.com); (j) **U.S. counsel to the Stalking Horse Purchaser**, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, N.Y. 10022, Attention: Christopher J. Marcus; (k) **U.S. local counsel to the Stalking Horse Purchaser**, Klehr, Harrison, Harvey & Branzburg LLP, 919 N. Market Street, Suite 1000, Wilmington, DE 19801, Attention: Domenic E. Pacitti; (l) **Canadian counsel to the Stalking Horse Purchaser**, Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l., 1 Place Ville Marie, Bureau 3000, Montréal (Québec) H3B 4N8, Attention: Bernard Boucher; (m) **financial advisors to the Stalking Horse Purchaser**, Rothschild & Co., 1251 Avenue of the Americas, 33rd floor, New York, N.Y. 10020, Attention: Neil Augustine; and BDT Capital Partners, LLC, 401 North Michigan, Suite 3100, Chicago, IL 60611, Attention: John Gilligan; (n) **U.S. counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Choate Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com) and Douglas R. Gooding (dgooding@choate.com); (o) **Canadian counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Norton Rose Fulbright, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario M5J 2Z4, Canada, Attn: David M.A. Amato (david.amato@nortonrosefulbright.com) and Serge Levy (serge.levy@nortonrosefulbright.com); (p) **U.S. counsel to the Equity Committee**, Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attention: Robert J. Stark (rstark@brownrudnick.com) and Steven B. Levine (slevine@brownrudnick.com); (q) **Canadian counsel to the Equity Committee**, McMillan LLP, Brookfield Place, Suite 4400, 181 Bay Street, Toronto, Ontario, Canada M5J 2T3, Attention: Andrew J.F. Kent (andrew.kent@mcmillan.ca); (r) **financial advisor to the Equity Committee**, Houlihan Lokey, Inc., 100 Crescent Ct., Suite 900, Dallas, TX 75201: Attention: Adam L. Dunayer (ADunayer@HL.com) and Justin Zammit (JZammit@HL.com); and (s) the Successful Bidder if the Stalking Horse Purchaser is not the Successful Bidder.

EXHIBIT “E”

Exhibit "E" to the Affidavit

Of Brian J. Fox, sworn

January 24, 2017


Commissioner for taking affidavits

Daniel Felgenbaum
Notary Public State of New York
02FE6203476
Qualified in Nassau County
Commission Expires 04/06/2018



² Capitalized terms used but not defined herein have the meaning ascribed to them in the Motion.

(the "Auction") and the bidding procedures (the "Bidding Procedures") to be employed in connection with the proposed sale (the "Sale") of all, or substantially all, of the Debtors' assets (the "Assets"); (B) approving certain bid protections pursuant to the terms of the Stalking Horse Agreement in connection therewith, including overbid protections and a Break-Up Fee (as defined in the Stalking Horse Agreement); (C) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including certain cross-border provisions related thereto; (D) approving the form and manner of notice of the Sale, the notice of assumption and assignment of executory contracts and unexpired leases, including the form and manner of notice of proposed cure amounts (the "Cure Notice") and the other notices set forth herein, including certain cross-border provisions related thereto; and (E) scheduling the Auction and a joint hearing before the U.S. and Canadian courts (the "Sale Hearing") to consider approval of the Sale (collectively, (I) (A) through (E) above, the "Bidding Procedures Relief"; and (II) an order (the "Sale Order") authorizing (A) the Sale of the Assets to the bidder with the highest or otherwise best bid (the "Successful Bidder") pursuant to the Stalking Horse Agreement or a Modified Asset Purchase Agreement, in each case free and clear of all claims, liens and encumbrances as provided therein; and (B) the Debtors' assumption and assignment of the applicable executory contracts and/or unexpired leases to the Successful Bidder; and (III) granting related relief; and the Court having considered that portion of the Motion seeking the Bidding Procedures Relief, and the arguments of counsel made and the evidence adduced, at the joint hearing held with the Canadian Court on that portion of the Motion (the "Bidding Procedures Hearing"); and due and sufficient notice of the Bidding Procedures Hearing and the relief sought therein having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the Bidding Procedures Relief

requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation thereon and good and sufficient cause appearing therefor, it is hereby:

FOUND, CONCLUDED AND DETERMINED THAT:³

A. This Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested in the Motion are Bankruptcy Code sections 105, 363, 364, 365, 503 and Bankruptcy Rules 2002, 6004, 6006 and 9014.

B. The relief granted herein is in the best interests of the Debtors, their estates and creditors, and other parties in interest.

C. The Debtors have articulated good and sufficient business reasons for the Court to (i) approve the Bidding Procedures, Bid Protections, the Assumption and Assignment Procedures, the form and manner of the Sale Notice, the Cure Notice and the other notices of the Motion, the Auction and the Sale Hearing as set forth herein, (ii) set the date for the Auction, the Sale Hearing and the other dates set forth herein and (iii) grant the relief requested in the Motion as provided herein.

D. Due, sufficient and adequate notice of the Bidding Procedures Hearing and the relief granted in this Order has been given in light of the circumstances and the nature of the relief requested, and no other or further notice thereof is required. The Debtors' notice of the Motion and the relief requested in the Motion for which approval was sought at the Bidding

³ The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Procedures Hearing is appropriate and reasonably calculated to provide all interested parties with timely and proper notice under Bankruptcy Rules 2002, 4001, 6004 and 6006, and no other or further notice of, or hearing on, this Bidding Procedures Order and that portion of the Motion being approved hereby is required.

E. The Debtors' proposed Sale Notice, Cure Notice and other notices contemplated hereunder with respect to the Sale, the Auction, the assumption and assignment procedures set forth in section E of the Motion (the "Assumption and Assignment Procedures"), and the Sale Hearing are appropriate and reasonably calculated to provide all interested parties with timely and proper notice thereof and no further notice of each is necessary or required.

F. The Bidding Procedures, substantially in the form attached as Exhibit A, and incorporated herein by reference as if fully set forth herein, and the Bid Protections are fair, reasonable and appropriate, were negotiated in good faith by the Debtors and the Stalking Horse Purchaser and represent the best method for maximizing the value of the Debtors' estates in connection with the Sale.

G. The Bid Protections, to the extent payable under the Stalking Horse Agreement, (i) shall be deemed an actual and necessary cost of preserving the Debtors' estates within the meaning of Bankruptcy Code section 503(b), (ii) are of substantial benefit to the Debtors' estates, (iii) are reasonable and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the Stalking Horse Purchaser, (iv) have been negotiated by the parties and their respective advisors at arm's-length and in good faith and (v) are necessary to ensure that the Stalking Horse Purchaser will continue to pursue the proposed Sale of the Assets. The Bid Protections are material inducements for, and a condition of, the Stalking Horse Purchaser's entry into the Stalking Horse Agreement. The

Stalking Horse Purchaser is unwilling to commit to purchase the Assets under the terms of the Stalking Horse Agreement unless the Stalking Horse Purchaser receives the Bid Protections.

H. The Assumption and Assignment Procedures are reasonable and appropriate.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Those portions of the Motion seeking approval of the Bidding Procedures Relief are GRANTED.

2. Any objection to the portions of the Motion seeking approval of the Bidding Procedures Relief or any other relief granted in this Order, to the extent not resolved, waived or withdrawn, and all reservations of rights included therein, is hereby overruled and denied on the merits.

3. The Stalking Horse Agreement (which may be obtained from counsel to the Debtors or the Debtors' investment bankers upon written request), as modified by Bidders in accordance with the Bidding Procedures to, among other things, delete the Bid Protections (as so modified, the "Form APA") is hereby approved as the Form APA for purposes of the Auction, and is appropriate and reasonably calculated to enable the Debtors and other parties in interest to easily compare and contrast the differing terms of the Bids presented at the Auction. For the avoidance of doubt, without limitation, nothing in the Form APA or in any Bid shall be determinative of the issue of allocation of sale proceeds, or prejudice the rights of parties in interest related thereto.

A. Bidding Procedures

4. The Bidding Procedures in the form attached hereto as Exhibit A and incorporated herein by reference as if fully set forth in this Order are hereby APPROVED. The Debtors are authorized to take any and all actions necessary or appropriate to implement the

Bidding Procedures. The failure to specifically include or reference any particular provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness of such procedures, it being the intent of this Court that the Bidding Procedures be authorized and approved in their entirety.

B. The Bid Deadline

5. As further described in the Bidding Procedures, a potential Bidder who desires to make a Bid for the Assets that satisfies the bidding requirements set forth in the Bidding Procedures shall deliver its Bid, so as to be received by no later than **5:00 p.m. (prevailing Eastern Time) on January 25, 2017** (the “Bid Deadline”) to (the parties in paragraph 5(i) through 5(xv) collectively, the “Notice Parties”):

- (i) **the Debtors**, 100 Domain Dr., Exeter, New Hampshire 03885, Attention: Michael J. Wall, Esq. (Michael.Wall@bauer.com);
- (ii) **US counsel to the Debtors**, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019, Attention: Kelley A. Cornish (kcornish@paulweiss.com) and Alice Eaton (aeaton@paulweiss.com); and Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attention: Pauline Morgan (pmorgan@ycst.com);
- (iii) **Canadian counsel to the Debtors**, Stikeman Elliot LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, ON, Canada M5L 1B9, Attention: Maria Konyukhova (mkonyukhova@stikeman.com) and Jonah Mann (jmann@stikeman.com).
- (iv) **Financial advisor to the Debtors**, Centerview Partners, 31 West 52nd Street New York, N.Y. 10019, Attention: Marc Puntus (mpuntus@centerviewpartners.com);
- (v) **the Monitor**, Ernst & Young Inc., 222 Bay Street, Toronto, ON, M5K 1J7, Attention: Brian Denega (brian.m.denega@ca.ey.com);
- (vi) **US counsel to the Monitor**, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attention: Ken Coleman (Ken.Coleman@AllenOvery.com);

- (vii) **Canadian counsel to the Monitor**, Thornton Grout Finnigan LLP, 100 Wellington Street West, Suite 3200, Toronto, ON, M5K 1K7, Attention: Robert Thornton (rthornton@tgf.ca), D.J. Miller (djmiller@tgf.ca) and Rachel Bengino (rbengino@tgf.ca);
- (viii) **U.S. counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Choate Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com) and Douglas R. Gooding (dgooding@choate.com);
- (ix) **Canadian counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Norton Rose Fulbright, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario M5J 2Z4, Canada, Attn: David M.A. Amato (david.amato@nortonrosefulbright.com) and Serge Levy (serge.levy@nortonrosefulbright.com);
- (x) **U.S. counsel to the Creditors Committee**, Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, Attention: Andrew B. Eckstein (AEckstein@blankrome.com), Michael B. Schaedle (Schaedle@blankrome.com) and Stanley B. Tarr (tarr@blankrome.com);
- (xi) **Canadian counsel to the Creditors Committee**, Cassels Brock & Blackwell LLP, 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario, Canada M5H 3C2, Attention: Ryan C. Jacobs (riacobs@casselsbrock.com), Shayne Kukulowicz (skukulowicz@casselsbrock.com) and Natalie E. Levine (nlevine@casselsbrock.com);
- (xii) **financial advisor to the Creditors Committee**, Province Inc., 2360 Corporate Circle, Suite 330, Henderson, N.V. 89074, Attention: Paul Huygens (phuygens@provincefirm.com) and Peter Kravitz (pkravitz@provincefirm.com);
- (xiii) **U.S. counsel to the Equity Committee**, Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attention: Robert J. Stark (rstark@brownrudnick.com) and Steven B. Levine (slevine@brownrudnick.com);
- (xiv) **Canadian counsel to the Equity Committee**, McMillan LLP, Brookfield Place, Suite 4400, 181 Bay Street, Toronto, Ontario, Canada M5J 2T3, Attention: Andrew J.F. Kent (andrew.kent@mcmillan.ca); and
- (xv) **financial advisor to the Equity Committee**, Houlihan Lokey, Inc., 100 Crescent Ct., Suite 900, Dallas, TX 75201: Attention

Adam L. Dunayer (ADunayer@HL.com) and Justin Zammit (JZammit@HL.com).

C. Notices of Sale, Bidding Procedures, Bid Protections and the Sale Hearing

6. The notices described below are hereby approved, and service or publication thereof (as applicable) as set forth below constitutes proper, timely, adequate and sufficient notice of the Sale, the Bidding Procedures, the Bid Protections and the Sale Hearing, and no other or further notice shall be required.

7. Within three (3) Business Days after the entry of this Order, or as soon thereafter as practicable (the "Mailing Date"), the Debtors (or their agents) shall serve the Motion, the Stalking Horse Agreement in the form attached to the Motion, this Order and the Bidding Procedures by first-class mail, postage prepaid, or by email, where available, upon:

- (a) all entities known to have expressed a *bona fide* interest in a transaction with respect to the Assets within the past two years;
- (b) all entities known to have asserted any lien, claim or encumbrance in or upon any of the Assets;
- (c) all federal, state and local environmental, regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion;
- (d) the Monitor;
- (e) the U.S. Trustee;
- (f) counsel to the proposed Stalking Horse Purchaser;
- (g) counsel to the Prepetition ABL Lenders;
- (h) counsel to the Prepetition Term Loan Lenders;
- (i) the Internal Revenue Service;
- (j) the Securities and Exchange Commission;
- (k) the U.S. Attorney for the District of Delaware; and

- (l) all persons and entities that have filed a request for service of filings in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

8. On the Mailing Date, or as soon thereafter as practicable, the Debtors (or their agents) shall serve by first-class mail, postage prepaid, the notice of the Sale, substantially in the form attached hereto as **Exhibit B** (the "Sale Notice"), upon all other known creditors of the Debtors and all counterparties to the Debtors' executory contracts and unexpired leases.

9. The Debtors shall publish a notice, substantially in the form of the Sale Notice, on one occasion, in *The Wall Street Journal*, National Edition, New York Times, Reuters and Bloomberg in the U.S.; Le Devoir, Globe & Mail and National Post in Canada, on the Mailing Date or as soon as practicable thereafter. Such publication notice shall be deemed sufficient and proper notice of the Sale to any other interested parties whose identities are unknown to the Debtors.

10. The Sale Hearing, which shall be a joint hearing, to approve the Sale shall be held on **February 6, 2017 at 10:00 a.m. (prevailing Eastern Time)**, at (a) the United States Bankruptcy Court for the District of Delaware, 824 Market St. N, 3rd Floor, Wilmington, DE 19801, before the Honorable Kevin J. Carey and (b) the Ontario Superior Court of Justice (Commercial List), 330 University Avenue, 8th Floor, Toronto, Ontario Canada M5G 1R8.

11. All objections to the Sale (a "Sale Objection") must be in writing and filed on and served so as to be received by **January 25, 2017 at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline") with either (a) the Clerk of the Court, 824 Market St. N, 3rd Floor, Wilmington, DE 19801, or (b) with the Canadian Court. In addition, any Sale Objection must be served on the Notice Parties and the Stalking Horse Purchaser so as to be received on the Sale Objection Deadline; provided however, that any objections to the conduct of the Auction or selection of the Successful Bid or Back-Up Bids (a "Supplemental Objection")

shall be in writing, filed with either the U.S. Bankruptcy Court or the Canadian Court, together with proof of service, and served so as to be received by the Notice Parties and the Stalking Horse Purchaser, on or before **12:00 p.m. (prevailing Eastern Time)** on the day before the Sale Hearing, as such hearing may be adjourned from time to time. A Sale Objection or a Supplemental Objection that is filed with either the U.S. Court or the Canadian Court on or before the Sale Objection Deadline shall be deemed timely filed in both Bankruptcy Courts.

12. For purposes of this Bidding Procedures Order, notice to the Stalking Horse Purchaser must be provided to:

- a. **U.S. Counsel to the Stalking Horse Purchaser:** Kirkland & Ellis LLP, 601 Lexington Avenue, New York, N.Y. 10022, Attention: Christopher J. Marcus;
- b. **U.S. local counsel to the Stalking Horse Purchaser,** Klehr, Harrison, Harvey & Branzburg LLP, 919 N. Market Street, Suite 1000, Wilmington, DE 19801, Attention: Domenic E. Pacitti;
- c. **Canadian Counsel to the Stalking Horse Purchaser:** Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l., 1 Place Ville Marie, Bureau 3000, Montréal (Québec) H3B 4N8, Attention: Bernard Boucher; and
- d. **Financial Advisor to the Stalking Horse Purchaser:** Rothschild & Co., 1251 Avenue of the Americas, 33rd floor, New York, N.Y. 10020, Attention: Neil Augustine; and BDT Capital Partners, LLC, 401 North Michigan, Suite 3100, Chicago, IL 60611, Attention: John Gilligan.

13. Failure to file and serve a Sale Objection or Supplemental Objection as aforesaid shall be deemed to be consent to the Sale for purposes of section 363(f) of the Bankruptcy Code.

14. The Sale Hearing may be adjourned by the Debtors, in consultation with the Consultation Parties and the Stalking Horse Purchaser, from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in

open court on the date scheduled for the Sale Hearing, or by filing a notice on the docket of the respective Bankruptcy Proceeding.

D. The Auction

15. The Debtors are authorized to conduct the Auction with respect to the Assets. The Auction shall take place on **January 30, 2017 at 10:00 a.m. (prevailing Eastern Time)** at the offices of Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019, or such other place and time as the Debtors shall notify all Qualified Bidders and each of their respective counsel and advisors, the Consultation Parties and the Stalking Horse Purchaser. The Debtors are authorized, subject to the terms of this Order, to take actions reasonably necessary, in the discretion of the Debtors, to conduct and implement the Auction.

16. Only the Debtors, the Consultation Parties, the Stalking Horse Purchaser and any other Qualified Bidder, in each case, along with their respective representatives and counsel, may attend the Auction (such attendance to be in person) and only the Stalking Horse Purchaser and such other Qualified Bidder(s) will be entitled to make any Bids at the Auction; provided, however, that any material creditor may attend the Auction if it provides the Debtors with written notice of its intention to attend the Auction on or before the Bid Deadline. Such written notice must be sent to U.S. counsel for the Debtors via electronic mail to Kevin O'Neill (koneill@paulweiss.com). The Debtors and their professionals shall direct and preside over the Auction and the Auction shall be transcribed.

17. The Stalking Horse Purchaser (in its capacity as a Qualified Bidder) and each other Qualified Bidder participating in the Auction must confirm that it has (a) not engaged in any collusion with respect to the bidding or Sale of the Assets, (b) reviewed, understands and accepts the Bidding Procedures and (c) consented to the core jurisdiction of the Courts.

18. Subject to the rights of parties in interest to (i) challenge the Sale or the Sale Process, (ii) challenge the Debtors' decisions with respect to the Sale Process, (iii) argue that such decisions are not governed by the "business judgment" standard or (iv) such other rights as such parties may have under applicable law, the Debtors may (a) determine, in their business judgment, pursuant to the Bidding Procedures and in consultation with the Consultation Parties, which Qualified Bid is the highest or best proposal for the Assets and which is the next highest or best proposal for the Assets and (b) reject any bid that, in the Debtors' business judgment, is (x) inadequate or insufficient, (y) not in conformity with the requirements of the Bidding Procedures, the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules or (z) contrary to the best interests of the Debtors and their estates.

19. Notwithstanding anything to the contrary herein, and for the avoidance of doubt, for all purposes under the Bidding Procedures, the Stalking Horse Purchaser shall be a Qualified Bidder.

20. Pursuant to section 363(k) of the Bankruptcy Code section, the Stalking Horse Purchaser may submit subsequent and increased credit bids at the Auction in compliance with the Bidding Procedures up to the full amount of its DIP Lien Claims.

21. To the extent that any Prepetition Senior Liens remain outstanding at the time of the Auction, the Prepetition Term Loan Agent or any acquisition vehicle formed by the Prepetition Term Loan Agent that is assigned the Prepetition Senior Liens (a "Term Loan Acquisition Vehicle") shall be deemed a "Qualified Bidder" under the Bidding Procedures and may submit a Bid or Overbids in cash, cash equivalents or other forms of consideration, including a credit bid to the extent permitted under and consistent with section 363(k) of the Bankruptcy Code and the CCAA.

E. The Stalking Horse Agreement and Bid Protections

22. Any obligations of the Debtors set forth in the Stalking Horse Agreement that are intended to be performed prior to the Sale Hearing and/or entry of the Sale Order are authorized as set forth herein.

23. The Bid Protections, to the extent payable under the Stalking Horse Agreement, are granted.

24. Pursuant to sections 105, 363, 364 and 503 of the Bankruptcy Code, the Debtors are hereby authorized to pay the Bid Protections pursuant to and subject to the terms and conditions set forth in the Stalking Horse Agreement.

25. Upon entry of this Order, the Bid Protections shall constitute a superpriority administrative expense of the Debtors with priority over any and all administrative expenses of any kind, including those specified in sections 503(b) or 507(b) of the Bankruptcy Code, but shall be junior to any DIP Obligations and subordinate only to the Carve-Out; provided, however, the Adequate Protection Superpriority Claims of the Prepetition ABL Lenders and the Prepetition Term Loan Lenders (as each of such terms is defined in the order approving the debtor-in-possession financing on a final basis, the "Final DIP Order") shall be senior to the Bid Protections as set forth in the Final DIP Order.

26. In accordance with section 9.2 of the Stalking Horse Agreement as amended by this Order, Sellers shall pay to the Stalking Horse Purchaser, in cash, by wire transfer of immediately available funds, an amount equal to:

- a. in the event that the Stalking Horse Agreement is terminated by either the Stalking Horse Purchaser or the Debtors pursuant to Section 9.1(a)(iv), or by the Stalking Horse Purchaser pursuant to Section 9.1(b), or by either the Stalking Horse Purchaser or the Debtors pursuant to Section 9.1(a)(ii)

at a time when the Stalking Horse Agreement is terminable pursuant to Section 9.1(a)(iv) or Section 9.1(b), then the Stalking Horse Purchaser shall be entitled to the reimbursement of, and the Company shall promptly, and in any event within thirty (30) days after such termination, reimburse the Stalking Horse Purchaser in immediately available funds for, all reasonable out-of-pocket fees and expenses (including reasonable professional's fees and expenses) incurred by the Stalking Horse Purchaser and its Affiliates in connection with its investigation (including due diligence), preparation, negotiation and attempted consummation of the transactions contemplated by the Stalking Horse Agreement, in the maximum amount of \$3,500,000 (the "Expense Reimbursement"); and

b. in the event that the Stalking Horse Agreement is terminated (w) by the Stalking Horse Purchaser pursuant to Sections 9.1(b)(iii), (iv), (vi) or (vii); (x) by either the Stalking Horse Purchaser or the Debtors pursuant to Section 9.1(a)(iv); (y) by either the Stalking Horse Purchaser or the Debtors pursuant to Section 9.1(a)(ii) at a time that the Stalking Horse Agreement was terminable by the Stalking Horse Purchaser pursuant to Sections 9.1(b)(iii), (iv), (vi), or (vii) by either the Stalking Horse Purchaser or the Debtors pursuant to Section 9.1(a)(iv), then in any such event of termination, the Stalking Horse Purchaser shall be entitled to the payment of a break-up fee of \$17,250,000 (as amended by this Order, the "Break-Up Fee").

27. In addition, in the event that the Stalking Horse Agreement is terminated by the Stalking Horse Purchaser pursuant to Section 9.1(b) of the Stalking Horse Agreement (other than clauses (iii), (iv), (vi) and (vii) thereof), or by any Party pursuant to Section 9.1(a)(ii) at a time when this Agreement was terminable pursuant to Section 9.1(b) (other than clauses (iii), (iv), (vi) and (vii) thereof) and the Debtors consummate (or enter into an agreement to consummate) an Alternative Transaction (which, for the avoidance of doubt, shall include seeking or having confirmed a plan of reorganization) within the twelve (12) months following such termination, the Stalking Horse Purchaser shall be entitled to payment of the Break-Up Fee upon consummation of such Alternative Transaction (the amounts comprising the Expense Reimbursement and the Break-Up Fee are collectively referred to as the "Bid Protections"); *provided* that under no circumstances shall Debtors be obligated to pay any one of these Bid Protections more than once.

28. It is critical to the process of maximizing the value, and arranging an orderly sale, of the Assets to proceed by selecting the Stalking Horse Purchaser to enter into the Stalking Horse Agreement. Without the Stalking Horse Purchaser having committed considerable time and expense in connection with the Sale of the Assets, the Debtors would potentially realize a lower price for such assets; and, therefore, the contributions of the Stalking Horse Purchaser to the process have indisputably provided a substantial benefit to the Debtors and their estates and creditors.

29. The Bid Protections shall be the sole remedy of the Stalking Horse Purchaser if the Stalking Horse Agreement is terminated under circumstances where the Bid Protections are payable.

F. Contract Assumption and Assignment Procedures

30. The Assumption and Assignment Procedures as set forth in the Motion are hereby approved and made part of this Order as if fully set forth herein. The Assumption and Assignment Procedures are appropriate and fair to all non-Debtor counterparties and comply in all respects with the Bankruptcy Code.

31. The decision to assume and assign the applicable assumed and assigned contracts and/or leases to the Successful Bidder is subject to Court approval and the consummation of a Sale of the Assets. Accordingly, absent closing of such Sale, the applicable assumed and assigned contracts and/or leases shall not be deemed assumed and/or assigned and shall, in all respects, be subject to further administration under the Bankruptcy Code.

(a) Cure Notice

32. The Cure Notice, substantially in the form attached hereto as Exhibit C, is (a) reasonably calculated to provide sufficient effective notice to all non-Debtor counterparties to assumed and assigned contracts or leases and any other affected parties of the Debtors' intent to assume and assign some or all of such contracts or leases and to afford the non-Debtor counterparty to each such contract or lease the opportunity to exercise any rights affected by the Motion pursuant to Bankruptcy Rules 2002, 6004 and 6006, and (b) hereby approved.

33. The inclusion of a contract on a Cure Notice shall not constitute or be deemed a determination or admission by the Debtors, the Stalking Horse Purchaser, the Successful Bidder or any other party in interest that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code or that such contract or lease will be assumed in connection with the Sale of the Assets. The Debtors reserve all of their rights, claims and causes of action with respect to the contracts or leases listed on the Cure Notice.

34. No less than twenty-one days prior to the Bid Deadline, the Debtors will file with this Court and serve on each non-Debtor counterparty to an executory contract or unexpired lease related to the Assets the Cure Notice, substantially in the form attached to the Bidding Procedures Order. The Cure Notice shall:

- (i) state the cure amounts, if any, that the Debtors believe are necessary to assume such contracts or leases pursuant to section 365 of the Bankruptcy Code or under the CCAA (the "Cure Amount");
- (ii) notify the non-Debtor counterparty that such party's contract(s) or lease(s) may be assumed and assigned to the Successful Bidder of the Assets at the conclusion of the Auction;
- (iii) state the date of the Sale Hearing and that objections to any Cure Amount or to assumption and assignment will be heard at the Sale Hearing, or at a later hearing, as determined by the Debtors;
- (iv) state the Contract Rejection Deadline (as defined below) by which the non-Debtor counterparty shall file an objection to the Cure Amount(s) or to the assumption and assignment of the applicable contract(s) and/or lease(s) (such objection, a "Contract Objection"); provided, however, that the inclusion of a contract, lease or agreement on the Cure Notice shall not constitute an admission that such contract, lease or agreement is an executory contract or unexpired lease or that it will, in fact, be assumed and assigned in connection with the Sale of the Assets. If no Cure Amount is listed, the Debtors believe that no amount to cure defaults under the respective executory contract or unexpired lease is owed by it thereunder. The Debtors reserve all of their rights, claims and causes of action with respect to the contracts, leases and agreements listed on the Cure Notice; and
- (v) state whether the contract is between a non-Debtor counterparty and a Canadian Debtor (a "Canadian Contract") or between a non-Debtor counterparty and a U.S. Debtor (a "U.S. Contract").

(b) Contract Objection Procedures

35. The following procedures shall govern the filing and determination of Contract Objections for purposes of the Bankruptcy Proceedings (the "Cross-border Objection Procedures"):

- (a) any non-Debtor contract counterparty to a Canadian Contract shall file its Contract Objection, if any, by the Objection Deadline only with the Canadian Court and the Canadian Court shall adjudicate such Contract Objection if necessary;
- (b) any non-Debtor contract counterparty to a U.S. Contract shall file its Contract Objection, if any, by the Objection Deadline only with the U.S. Court, and the U.S. Court shall adjudicate such Contract Objection if necessary;
- (c) any Contract Objection filed by the Contract Objection Deadline with either the Canadian Court or the U.S. Court shall be deemed timely filed in both Bankruptcy Courts; and
- (d) notwithstanding anything to the contrary contained herein, any non-Debtor contract counterparty may request, in its Contract Objection, that either Bankruptcy Court determine its Contract Objection, unless the Contract Objection is consensually resolved or withdrawn, or otherwise ordered by the Bankruptcy Courts.

36. All Contract Objections must be served so as to be received by **January 25, 2017 at 4:00 p.m. (prevailing Eastern Time)** (the “Contract Objection Deadline”).

37. Any Contract Objection to a U.S. Contract must be in writing and filed with the Clerk of the Court, 824 Market St. N, 3rd Floor, Wilmington, DE 19801, and served so as to be received by the Contract Objection Deadline on the Notice Parties and the Stalking Horse Purchaser.

38. Any Contract Objection to a Canadian Contract must be in writing and filed with the Canadian Court, and served so as to be received by the Contract Objection Deadline on the Notice Parties and the Stalking Horse Purchaser.

39. Any Contract Objection must state (a) the basis for such objection and (b) with specificity what Cure Amount(s) the non-Debtor counterparty to the relevant executory contract(s) or unexpired lease(s) believes is required (in all cases with appropriate documentation in support thereof).

40. Any Contract Objection solely to the Cure Amount(s) shall not prevent or delay the Debtors' assumption and assignment of assumed and assigned contract(s) or lease(s). If a party objects solely to Cure Amount(s), the Debtors may, with the consent of the relevant Successful Bidder, hold the claimed Cure Amount(s) in reserve pending further order of the Court or mutual agreement of the parties. So long as the Cure Amount(s) are held in reserve, and there are no other unresolved objections to assumption and assignment of the applicable assumed and assigned contract(s) or lease(s), the Debtors can, without further delay, assume and assign such contract(s) or lease(s). Under such circumstances, the objecting non-Debtor counterparty's recourse is limited to the funds held in reserve.

41. If no objection to the Cure Amount(s) is timely received, the Cure Amount(s) set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any assigned contract(s) or lease(s) or other document(s) as of the date of the Cure Notice.

42. On or before December 12, 2016, the Debtors shall provide notice of those executory contracts and unexpired leases that the Stalking Horse Purchaser elects to have assumed and assigned (the "Stalking Horse Purchaser Designated Contracts") to the Stalking Horse Purchaser at Closing pursuant to section 365 of the Bankruptcy Code and under the CCAA, subject to the Stalking Horse Purchaser's right to add or delete executory contracts or unexpired leases in accordance with the Stalking Horse Agreement.

43. On December 13, 2016, the Debtors will post on the website for the Bankruptcy Proceedings (the "Case Website") (a) the list of the Stalking Horse Purchaser Designated Contracts, which the Debtors will update as and when executory contracts or unexpired leases are added or deleted by the Stalking Horse Purchaser and (b) a description of

the Stalking Horse Purchaser and information as to the Stalking Horse Purchaser's ability to perform the Debtors' obligations under the Stalking Horse Purchaser Designated Contracts.

44. Any non-Debtor counterparty who wishes to obtain additional information as to adequate assurance of future performance ("Additional Adequate Assurance Information") by the Stalking Horse Purchaser may request such additional information by sending a written request detailing the additional information requested to counsel for the Sellers via electronic mail to: koneill@paulweiss.com; provided, however, that each non-Debtor counterparty receiving Additional Adequate Assurance Information shall keep such Additional Adequate Assurance Information confidential, and shall be restricted from using or disclosing such information to any third party other than in connection with a Contract Objection, and in the event that such non-Debtor counterparty files any such Contract Objection, it shall file any portion of such pleading containing any Additional Adequate Assurance Information under seal (without the need to file a motion seeking authority to file under seal).

45. As soon as reasonably practicable after receiving the schedule from each Qualified Bidder (as defined in the Bidding Procedures) of those executory contracts or unexpired leases it wishes to assume, and no later than the date of the Auction, the Debtors shall post such schedule on the Case Website together with information related to the adequate assurance with respect to such Qualified Bidder.

46. Any non-Debtor counterparty who wishes to obtain Additional Adequate Assurance Information about a Qualified Bidder may request such additional information by sending a written request detailing the additional information requested to counsel for the Sellers via electronic mail to: koneill@paulweiss.com; provided, however, that each non-Debtor counterparty receiving Additional Adequate Assurance Information shall keep such

Additional Adequate Assurance Information confidential, and shall be restricted from using or disclosing such information to any third party other than in connection with an Adequate Assurance Objection (as defined below), and in the event that such non-Debtor counterparty files any such Adequate Assurance Objection, it shall file any portion of such pleading containing any Additional Adequate Assurance Information under seal (without the need to file a motion seeking authority to file under seal).

47. Delivery of the Additional Adequate Assurance Information under paragraphs 44 and 46 of this Order, if requested shall, be made to the requesting non-Debtor Counterparty via e-mail to counsel for such non-Debtor counterparty (if such counsel and e-mail address have been previously identified to the Debtors by the non-Debtor counterparty or via the filing of a notice of appearance) or otherwise via overnight mail to the address of record for the non-Debtor counterparty.

48. To the extent that any non-Debtor counterparty wishes to object to the adequate assurance of future performance by a Qualified Bidder other than the Stalking Horse Purchaser under the applicable executory contract(s) or unexpired lease(s) (an "Adequate Assurance Objection" and together with a Contract Objection, an "Objection"), then such non-Debtor counterparty shall file a written Adequate Assurance Objection with the applicable Bankruptcy Courts and serve such objection on the Notice Parties, the Stalking Horse Purchaser and the applicable Qualified Bidder(s) so that such Adequate Assurance Objection is filed with the Bankruptcy Courts and received by the Notice Parties, the Stalking Horse Purchaser and the applicable Qualified Bidder(s) on or before **12:00 p.m. (prevailing Eastern Time)** on the day before to the Sale Hearing (the "Adequate Assurance Objection Deadline"); provided however, that a non-Debtor counterparty may obtain permission to submit an Adequate Assurance

Objection at the Sale Hearing by submitting a written request to do so by electronic mail to U.S. counsel for the Debtors, Kevin O'Neill (koneill@paulweiss.com) on or before the Adequate Assurance Objection Deadline.

49. To the extent that any non-Debtor counterparty does not timely file and serve an Objection as set forth above, such counterparty will be: (i) deemed to have consented to the Cure Amount(s), if any, set forth in the Cure Notice; (ii) barred, estopped and enjoined from asserting any additional Cure Amount(s) under the assumed and assigned executory contract(s) or unexpired lease(s); (iii) barred from objecting to the assumption and assignment of the applicable assumed and assigned executory contract(s) or unexpired lease(s) to the Successful Bidder, and (iv) barred from objecting to adequate assurance of future performance by the Successful Bidder.

G. Related Relief

50. The Debtors are hereby authorized and empowered to take such actions as may be reasonably necessary to implement and effect the terms and requirements established by this Order.

51. This Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof.

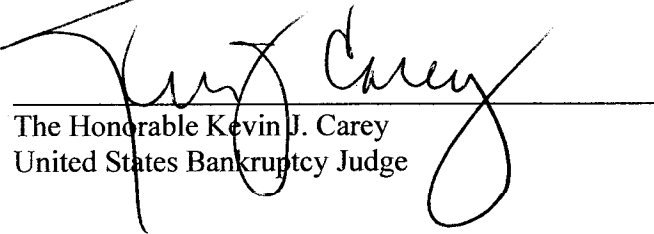
52. The Debtors are authorized to proceed with the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

53. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the Debtors' estates.

54. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7052, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

55. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: November 30, 2016
Wilmington, Delaware



The Honorable Kevin J. Carey
United States Bankruptcy Judge

Exhibit A

Bidding Procedures

BIDDING PROCEDURES

These bidding procedures (the “Bidding Procedures”) set forth the process by which Performance Sports Group Ltd. and certain of its subsidiaries (collectively, the “Company” or the “Sellers”)¹ shall conduct a sale (the “Sale”) by auction (the “Auction”) of all or substantially all of their assets.

On November 30, 2016, the United States Bankruptcy Court for the District of Delaware (the “U.S. Court”), and the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” and together with the U.S. Court, the “Courts” or each, a “Court”) entered orders (the “Bidding Procedures Orders”), which, among other things, authorized the Sellers to determine the highest or otherwise best offer(s) for their assets through the process and procedures set forth below.

The U.S. Court presides over the Sellers’ jointly administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) captioned *In re BPS US Holdings Inc. et al.*, Ch. 11 Case No. 16-12373 (KJC) (Bankr. D. Del. Oct. 31, 2016). The Canadian Court presides over the Sellers’ creditor protection proceedings (the “Canadian Proceedings” and together with the Chapter 11 Cases, the “Proceedings”) commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”)

On October 31, 2016, the Sellers filed in each of the Proceedings the *Motion for (I) an Order (A) Establishing Bidding Procedures for the Sale of All, or Substantially All, of the Debtors’ Assets; (B) Approving Bid Protections; (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases; (D) Approving Form and Manner of the Sale, Cure and Other Notices; and (E) Scheduling an Auction and a Hearing to Consider the Approval of the Sale; (II) an Order (A) Approving the Sale of the Debtors’ Assets Free and Clear of Claims, Liens and Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the “Sale Motion”).² The orders approving the Sale are referred to herein, collectively, as the “Sale Orders.”

As referenced in the Sale Motion, a stalking horse asset purchase agreement (including all exhibits, schedules and ancillary agreements related thereto, and as amended and in effect, the “Stalking Horse Agreement”) has been entered into by and among the Sellers, and 9938982 Canada Inc. (the “Stalking Horse Purchaser”), dated as of October 31, 2016, which Stalking Horse Agreement contemplates a purchase and sale of the Acquired Assets (as defined in Section 2.1 of the Stalking Horse Agreement) to the Stalking Horse Purchaser, on the terms

¹ The Sellers are as follows: BPS US Holdings Inc. (8341); Bauer Hockey, Inc. (3094); Easton Baseball / Softball Inc. (5670); Bauer Hockey Retail Inc. (6663); Bauer Performance Sports Uniforms Inc. (1095); Performance Lacrosse Group Inc. (4200); BPS Diamond Sports Inc. (5909); PSG Innovation Inc. (9408); Performance Sports Group Ltd. (1514); KBAU Holdings Canada, Inc. (5751); Bauer Hockey Retail Corp. (1899); Easton Baseball / Softball Corp. (4068); PSG Innovation Corp. (2165) Bauer Hockey Corp. (4465); BPS Canada Intermediate Corp. (4633); BPS Diamond Sports Corp. (8049); Bauer Performance Sports Uniforms Corp. (2203); and Performance Lacrosse Group Corp. (1249).

² Capitalized terms used but not defined herein have the meaning ascribed to them in the Sale Motion.

and subject to the conditions provided therein. A copy of the Stalking Horse Agreement is attached as an exhibit to the Sale Motion. As further outlined herein, the Stalking Horse Purchaser is entitled to Credit Bid a portion or all of its DIP Lien Claims (as defined herein).

I. ASSETS TO BE SOLD; PERMITTED ASSET GROUPS

The Stalking Horse Agreement is an offer to purchase the Acquired Assets, which comprise substantially all of the Sellers' assets. A party may participate in the bidding process by submitting a Bid (as defined below) on all or substantially all of the Acquired Assets or one or more of the following categories of assets (a "Permitted Asset Group"):

- (a) the Debtors' Bauer hockey business unit;
- (b) the Debtors' diamond sports business unit (including baseball and softball); and
- (c) the Debtors' lacrosse business unit.

All of the Sellers' right, title and interest in and to the Acquired Assets or a Permitted Asset Group shall be sold free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon (collectively, the "Liens"), with such Liens to attach to the proceeds of the sale of the Acquired Assets or a Permitted Asset Group with the same validity and priority as such Liens applied against the Acquired Assets or a Permitted Asset Group, except as otherwise specifically provided in the Stalking Horse Agreement or a Modified Asset Purchase Agreement (as defined below) submitted by a Successful Bidder (as defined below) (including any exhibits or schedules thereto) and reflected in the Sale Orders.

II. THE CONSULTATION PARTIES

The Sellers shall consult with Ernst & Young Inc., in its capacity as the court-appointed Monitor of the Canadian Proceedings (the "Monitor"), the official committee of unsecured creditors (the "Creditors Committee") appointed by the U.S. Trustee in the Chapter 11 Cases, the official committee of equity security holders appointed by the U.S. Trustee in the Chapter 11 Cases, and Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent, and each of their respective counsel and advisors (each, a "Consultation Party" and collectively, the "Consultation Parties") as explicitly provided for in the Bidding Procedures; provided, however, that the Sellers shall not be required to consult with any Consultation Party during the Auction process to the extent such Consultation Party has submitted a Bid (as defined below) or has had a Bid submitted on its behalf for so long as such Bid remains open, if the Sellers determine, in their reasonable business judgment, that consulting with such Consultation Party regarding any issue, selection or determination would be likely to have a chilling effect on potential bidding or otherwise be contrary to the goal of maximizing value for the Sellers' estates from the sale process.

To the extent the Bidding Procedures require the Sellers to consult with any Consultation Party in connection with making a determination or taking an action, or in connection with any other matter related to the Bidding Procedures or the Auction, the Sellers

shall do so in a regular and timely manner prior to making such determination or taking such action.

Subject to the terms of any Orders entered in the Proceedings, after consultation with the Consultation Parties, the Sellers shall have the right and obligation to make all decisions regarding Bids and the Auction as provided herein as it determines to be in the best interest of their estates, whether or not Consultation Parties agree with that decision.

III. BIDDING PROCESS

A. Overview

The Sellers and their advisors shall, subject to the other provisions of these Bidding Procedures, including the consultation obligations set forth herein:

1. coordinate the efforts of Preliminary Interested Investors (as defined below) in conducting their due diligence investigations;
2. receive offers from Bidders (as defined below);
3. determine whether any person is a Qualified Bidder (as defined below);
and
4. conduct the Auction and further negotiate any offers made to purchase the Acquired Assets or a Permitted Asset Group.

B. Key Dates For Potential Competing Bidders

The Bidding Procedures provide interested parties with the opportunity to qualify for and participate in the Auction to be conducted by the Sellers and to submit competing bids for the Acquired Assets or a Permitted Asset Group. The Sellers shall assist Preliminary Interested Investors in conducting their respective due diligence investigations and shall accept Bids until **January 25, 2017 at 5:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline").³ The key dates for the Sale process are as follows:

³ These dates are subject to extension or adjournment as provided for herein and in consultation with the Consultation Parties.

Wed. Jan. 25, 2017 at 5:00 p.m. EDT	Bid Deadline - Due Date to submit a Qualified Bid and Good Faith Deposit (each as defined below)
Mon. Jan. 30, 2017 at 10:00 a.m. EDT	Auction, which will be held at Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019
Mon. Feb. 6, 2017 at 10:00 a.m. EDT	Sale Hearing, which will be conducted in the US and Canada, jointly, concurrently or as otherwise determined by the Courts: (a) the Ontario Superior Court of Justice (Commercial List), 330 University Avenue, 8th Floor, Toronto, Ontario Canada M5G 1R8; and (b) the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom 5, Wilmington, Delaware 19801

C. Access to Diligence Materials

To participate in the bidding process to effectuate a sale transaction for all or substantially all of the Acquired Assets or a Permitted Asset Group (an “Alternate Transaction”) and to receive access to due diligence materials (the “Diligence Materials”), a party must submit to the Sellers an executed confidentiality agreement in such form as is acceptable to the Sellers and provide preliminary evidence satisfactory to the Sellers and their advisors of such party’s financial wherewithal to consummate an Alternate Transaction.

A party who executes such a confidentiality agreement for access to Diligence Materials, and provides such preliminary evidence of financial wherewithal, shall be a “Preliminary Interested Investor.” The Sellers will afford any Preliminary Interested Investor the time and opportunity to conduct reasonable due diligence in accordance with a diligence protocol determined by the Sellers and their advisors; provided, however, that the Sellers shall not be obligated to furnish any due diligence information after the Bid Deadline to any party that has not submitted a Qualified Bid (as defined below) on or before the Bid Deadline and may, in consultation with the Consultation Parties (as defined below), limit the amount of further due diligence available to Qualified Bidders after the Bid Deadline.

The Sellers reserve the right to withhold any Diligence Materials that the Sellers, in consultation with the Consultation Parties, determine are business-sensitive or otherwise not appropriate for disclosure to a Preliminary Interested Investor who is a competitor or customer of the Sellers or is affiliated with any competitor or customer of the Sellers. Neither the Sellers nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Preliminary Interested Investor; provided however that

Sellers shall provide the Stalking Horse Purchaser with access to the Diligence Materials which are provided to Preliminary Interested Investors.

All due diligence requests must be directed to Centerview Partners LLP, Attn: Marc Puntus (mpuntus@centerviewpartners.com).

D. Due Diligence from Bidders

Each Preliminary Interested Investor and each Bidder shall comply with all reasonable requests for additional information and due diligence access by the Sellers or their advisors regarding such Preliminary Interested Investor or Bidder, as applicable, and its contemplated transaction. Failure by a Preliminary Interested Investor or Bidder (other than the Stalking Horse Purchaser) to comply with requests for additional information and due diligence access may be a basis for the Sellers to determine that such Bidder is not a Qualified Bidder.

IV. AUCTION QUALIFICATION PROCESS

A. Qualifying Bids

To be eligible to participate in the Auction, each offer, solicitation or proposal (each, a "Bid"), and each party submitting such a Bid (other than the Stalking Horse Purchaser) (each, a "Bidder"), must be reasonably determined by the Sellers, in consultation with the Consultation Parties, to satisfy each of the following conditions:

1. Good Faith Deposit: Each Bid must be accompanied by a cash deposit, paid by wire transfer of immediately available funds, in the amount of three percent (3%) of the purchase price (excluding any Assumed Liabilities) contained in the Modified Asset Purchase Agreement (as defined below), which deposit shall be held in an interest-bearing escrow account to be identified and established by the Sellers (the "Good Faith Deposit").
2. Same or Better Terms: In connection with any Bid for the Acquired Assets, such Bid must be on terms that the Sellers, in their business judgment and after consulting with the Consultation Parties, determine are the same or better for the Sellers than the terms of the Stalking Horse Agreement. In connection with any Bid for one or more of a Permitted Asset Group, such Bid, together with any other Bid (if any) for the remaining Permitted Asset Groups, must be on terms that the Sellers, in their business judgment and after consulting with the Consultation Parties, determine are either on their own or in aggregate, the same or better for the Sellers than the terms of the Stalking Horse Agreement.

For the avoidance of doubt, any Bid for a Permitted Asset Group must, either on its own or when considered together with another Bid(s) for a Permitted Asset Group (if any), provide value in excess of the Minimum Bid Amount set forth below.

3. Executed Agreement: Each Bid must be based on the Stalking Horse Agreement and must include binding, executed, irrevocable transaction documents, signed by an authorized representative of such Bidder, pursuant to which the Bidder proposes to effectuate an Alternate Transaction (a "Modified Asset Purchase Agreement"). A Bid must also include a copy of the Modified Asset Purchase Agreement (including all exhibits thereto) marked against the Stalking Horse Agreement to show all changes requested by the Bidder (including those related to purchase price and to remove any provisions that apply only to the Stalking Horse Purchaser, such as the expense reimbursement and break-up fee provisions contained in the Stalking Horse Agreement, which terms shall not be in any Modified Asset Purchase Agreement). Each Modified Asset Purchase Agreement must provide a representation that the Qualified Bidder will (i) make all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), if applicable, and (ii) submit and pay the fees associated with all necessary filings under the HSR Act as soon as reasonably practicable; provided, however, that the timing and likelihood of receiving HSR Act approval will be a consideration in determining the highest and best Bid.
4. Scope of Bid: A Bid must be for all or substantially all of the Acquired Assets or a Permitted Asset Group.
5. Minimum Bid: A Bid for the Acquired Assets must have a purchase price that, in the Sellers' reasonable business judgment (after consultation with the Consultation Parties), has a value greater than the sum of (i) \$575,000,000; *plus* (ii) the amount by which any changes to the Stalking Horse Agreement reflected in the Modified Asset Purchase Agreement (through changes to the Assumed Liabilities, Excluded Liabilities, the Specified Assumed Liability Deduction Amount or otherwise) included in such Bid provide less value to the Sellers than that which Sellers receive under the Stalking Horse Agreement; *plus* (iii) \$5,000,000; *plus* (iv) the Bid Protections (as defined in the Bidding Procedures Order) totaling \$20,750,000 (the sum of (i) to (iv), the "Minimum Bid Amount").

A Bid for a Permitted Asset Group must, either on its own or when considered together with another Bid(s) for a Permitted Asset Group (if any), provide value in excess of the Minimum Bid Amount.

The Minimum Bid Amount may include cash and non-cash consideration, which forms of consideration shall be valued by the Debtors, in consultation with the Consultation Parties; provided, however, that the cash portion of such Bid must suffice to repay in full all obligations under the Debtors' debtor-in-possession financing facilities, administrative and priority claims, and prepetition secured claims outstanding at the closing of the Sale, and the amount of cash consideration included in such Bid, as

compared to other Bids, shall be considered by the Debtors as an assessment criteria at the Auction.

6. Designation of Assigned Contracts and Leases: A Bid must identify the executory contracts and unexpired leases with respect to which the Bidder seeks assignment from the Sellers.
7. Designation of Assumed Liabilities: A Bid must identify all liabilities which the Bidder proposes to assume.
8. Corporate Authority: A Bid must include written evidence reasonably acceptable to the Sellers demonstrating appropriate corporate authorization to consummate the proposed Alternate Transaction; provided that, if the Bidder is an entity specially formed for the purpose of effectuating the Alternate Transaction then the Bidder must furnish written evidence reasonably acceptable to the Sellers of the approval of the Alternate Transaction by the equity holder(s) of such Bidder.
9. Disclosure of Identity of Bidder: A Bid must fully disclose the identity of each entity that will be bidding for or purchasing the Acquired Assets or a Permitted Asset Group, including any equity holders in the case of a Bidder which is an entity specially formed for the purpose of effectuating the contemplated transaction, or otherwise participating in connection with such Bid (including any co-bidder or team bidder), and the complete terms of any such participation, including any agreements, arrangements or understandings concerning a collaborative or joint bid or any other combination concerning the proposed Bid. A Bid must also fully disclose any connections or agreements with the Sellers, the Stalking Horse Purchaser or any other known, potential, prospective Bidder or Qualified Bidder, and/or any officer, director or equity security holder of the Sellers.
10. Proof of Financial Ability to Perform: A Bid must include detailed, written evidence that the Sellers may conclude, in consultation with their advisors and the Consultation Parties, demonstrates that the Bidder has and will continue to have the necessary financial ability to close the Alternate Transaction and comply with section 365 of the Bankruptcy Code and the relevant provisions of the CCAA, including providing adequate assurance of future performance under all contracts to be assumed and assigned in such Alternate Transaction. Such information must include, *inter alia*, the following:
 - (a) contact names and numbers for verification of financing sources;
 - (b) evidence of the Bidder's internal resources and proof of unconditional debt funding commitments from a recognized banking institution and, if applicable, equity commitments in an aggregate amount equal to the cash portion of such Bid or the

posting of an irrevocable letter of credit from a recognized banking institution issued in favor of the Sellers in the amount of the cash portion of such Bid as are needed to close the Alternate Transaction;

- (c) the Bidder's current financial statements (audited if they exist) or other similar financial information reasonably acceptable to the Sellers;
 - (d) a description of the Bidder's pro forma capital structure; and
 - (e) any such other form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Sellers, in consultation with the Consultation Parties, demonstrating that such Bidder has the ability to close the Alternate Transaction.
11. Regulatory and Third Party Approvals: A Bid must set forth each regulatory and third-party approval required for the Bidder to consummate the Alternate Transaction, and the time period within which the Bidder expects to receive such regulatory and third-party approvals, and those actions the Bidder will take to ensure receipt of such approvals as promptly as possible.
 12. Contact Information and Affiliates: A Bid must provide the identity and contact information for the Bidder and full disclosure of any affiliates of the Bidder.
 13. Contingencies: Each Bid (a) may not contain representations and warranties, covenants, or termination rights materially more onerous in the aggregate to the Sellers than those set forth in the Stalking Horse Agreement, as determined by the Sellers, in consultation with the Consultation Parties, in good faith, and (b) may not be conditioned on obtaining financing, any internal approvals or credit committee approvals, or on the outcome or review of due diligence, including with respect to any environmental, employee, labor, health and/or safety matters.
 14. Irrevocable: Each Bid must be irrevocable until ten (10) business days after the conclusion of the Sale Hearing; provided that if such Bid is accepted as the Successful Bid or the Backup Bid (each as defined herein), such Bid shall continue to remain irrevocable until the earlier of the closing of the Sale or the Extended Outside Date (as defined below).
 15. Compliance with Diligence Requests: The Bidder submitting the Bid must have complied with reasonable requests for additional information and due diligence access from the Sellers to the reasonable satisfaction of the Sellers, in consultation with the Consultation Parties.

16. As-Is, Where-Is: Each Bid must include a written acknowledgement and representation that the Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets or a Permitted Asset Group prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Acquired Assets or Permitted Asset Group in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Acquired Assets or a Permitted Asset Group or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Stalking Horse Agreement.
17. Confidentiality Agreement: To the extent not already executed, the Bid must include an executed confidentiality agreement in a form acceptable to the Sellers.
18. Termination Fees: The Bid (other than the Bid pursuant to the Stalking Horse Agreement) must not entitle the Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment or reimbursement and, by submitting the Bid, the Bidder waives the right to pursue a substantial contribution claim under 11 U.S.C. § 503 or under the CCAA related in any way to the submission of its Bid or participation in any Auction.
19. Adherence to Bid Procedures: By submitting its Bid, each Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.
20. Closing Date: The Bid must include a commitment to close the transactions contemplated by the Modified Asset Purchase Agreement by no later than **February 23, 2017** and include the same provisions with respect to the Outside Date and Extended Outside Date (each as defined in the Stalking Horse Agreement) as set forth in the Stalking Horse Agreement; provided, however, that the Extended Outside Date is no later than **February 27, 2016**.
21. Time Frame for Closing: The Bid must be reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated within a time frame acceptable to the Sellers, in consultation with the Consultation Parties.
22. No Late Bids. Unless otherwise ordered by a Court, the Sellers shall not consider any Bids submitted after the conclusion of the Auction and any and all such bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

23. Bid Notice: The following parties must receive a Bid in writing (in both PDF and Word format), on or before the Bid Deadline:
- (a) the Sellers, 100 Domain Dr., Exeter, New Hampshire 03885, Attention: Michael J. Wall, Esq. (Michael.Wall@bauer.com);
 - (b) US counsel to the Sellers, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019, Attention: Kelley A. Cornish (kcornish@paulweiss.com) and Alice Eaton (aeaton@paulweiss.com); and Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attention: Pauline Morgan (pmorgan@ycst.com);
 - (c) Canadian counsel to the Sellers, Stikeman Elliot LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, ON, Canada M5L 1B9, Attention: Maria Konyukhova (mkonyukhova@stikeman.com) and Jonah Mann (jmann@stikeman.com);
 - (d) financial advisor to the Sellers, Centerview Partners, 31 West 52nd Street New York, N.Y. 10019, Attention: Marc Puntus (mpuntus@centerviewpartners.com);
 - (e) the Monitor, Ernst & Young Inc., 222 Bay Street, Toronto, ON, M5K 1J7, Attention: Brian Denega (brian.m.denega@ca.ey.com);
 - (f) U.S. counsel to the Monitor, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attention: Ken Coleman (Ken.Coleman@AllenOvery.com);
 - (g) Canadian counsel to the Monitor, Thornton Grout Finnigan LLP, 100 Wellington Street West, Suite 3200, Toronto, ON, M5K 1K7, Attention: Robert Thornton (rthornton@tgf.ca), D.J. Miller (djmillier@tgf.ca) and Rachel Bengino (rbengino@tgf.ca);
 - (h) U.S. counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent, Choate Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com) and Douglas R. Gooding (dgooding@choate.com);
 - (i) Canadian counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent, Norton Rose Fulbright, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario M5J 2Z4, Canada, Attn: David M.A. Amato (david.amato@nortonrosefulbright.com) and Serge Levy (serge.levy@nortonrosefulbright.com);

- (j) U.S. counsel to the Creditors Committee, Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, Attention: Andrew B. Eckstein (AEckstein@blankrome.com), Michael B. Schaedle (Schaedle@blankrome.com) and Stanley B. Tarr (tarr@blankrome.com);
- (k) Canadian counsel to the Creditors Committee, Cassels Brock & Blackwell LLP, 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario, Canada M5H 3C2, Attention: Ryan C. Jacobs (rjacobs@casselsbrock.com), Shayne Kukulowicz (skukulowicz@casselsbrock.com) and Natlie E. Levine (nlevine@casselsbrock.com);
- (l) financial advisor to the Creditors Committee, Province Inc., 2360 Corporate Circle, Suite 330, Henderson, N.V. 89074, Attention: Paul Huygens (phuygens@provincefirm.com) and Peter Kravitz (pkravitz@provincefirm.com);
- (m) U.S. counsel to the Equity Committee, Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attention: Robert J. Stark (rstark@brownrudnick.com) and Steven B. Levine (slevine@brownrudnick.com);
- (n) Canadian counsel to the Equity Committee, McMillan LLP, Brookfield Place, Suite 4400, 181 Bay Street, Toronto, Ontario, Canada M5J 2T3, Attention: Andrew J.F. Kent (andrew.kent@mcmillan.ca); and
- (o) financial advisor to the Equity Committee, Houlihan Lokey, Inc., 100 Crescent Ct., Suite 900, Dallas, TX 75201: Attention Adam L. Dunayer (ADunayer@HL.com) and Justin Zammit (JZammit@HL.com).

A Bid received from a Bidder before the Bid Deadline that meets all of the above requirements for the Acquired Assets or a Permitted Asset Group shall constitute a “Qualified Bid” and such Bidder shall constitute a “Qualified Bidder”; provided that if the Sellers receive a Bid prior to the Bid Deadline that is not a Qualified Bid, the Sellers may, in consultation with the Consultation Parties, provide the Bidder with the opportunity to remedy any deficiencies prior to the Auction; provided, further, that, for the avoidance of doubt, if any Qualified Bidder fails to comply with reasonable requests for additional information and due diligence access from the Sellers to their satisfaction, the Sellers, in consultation with the Consultation Parties, may disqualify any Qualified Bidder and Qualified Bid, in the Sellers’ discretion and such Bidder shall not be entitled to attend or participate in the Auction; and provided further, however, that a Bid or Bids for a Permitted Asset Group shall be considered in aggregate by the Debtors, in consultation with the Consultation Parties, with other Bid(s) for Permitted Asset Groups for purposes of the Auction and selecting the Successful Bidder.

Any amendments, supplements or other modifications to any Bids (including pursuant to this paragraph) shall be delivered to the parties listed in paragraph 23 above as provided therein. All Qualified Bids will be considered, but the Sellers reserve their right to reject any or all bids, in consultation with the Consultation Parties. However, bids that are unconditional and contemplate sales that may be consummated on or soon after the Sale Hearing are preferred. Additionally, notwithstanding anything herein to the contrary, the Stalking Horse Agreement submitted by the Stalking Horse Purchaser shall be deemed a Qualified Bid, and the Stalking Horse Purchaser a Qualified Bidder. The Sellers shall inform counsel to the Consultation Parties, counsel to the Stalking Horse Purchaser, and any Qualified Bidders whether the Sellers consider any Bid to be a Qualified Bid as soon as practicable but in no event later than one day before the Auction.

Each Qualified Bidder, by submitting a Bid, shall be deemed to acknowledge and agree that it is not relying upon any written or oral statements, representations, promises, warranties or guarantees of any kind whether expressed or implied, by operation of law or otherwise, made by any person or party, including the Sellers and their agents and representatives (other than as may be set forth in a definitive agreement executed by the Sellers), regarding the Sellers, any of the Acquired Assets or a Permitted Asset Group, the Auction, these Bidding Procedures or any information provided in connection therewith.

Without the consent of the Sellers, a Qualified Bidder may not amend, modify or withdraw its Bid, except for proposed amendments to increase the amount or otherwise improve the terms of the Bid, during the period that such Bid is required to remain irrevocable and binding.

V. AUCTION

A. Auction

If one or more Qualified Bids (other than the Stalking Horse Agreement) are submitted by the Bid Deadline, the Sellers will conduct the Auction to determine the highest or otherwise best Qualified Bid with respect to the Acquired Assets or a Permitted Asset Group.

B. Assessment Criteria

The Sellers' determination of the highest or otherwise best Qualified Bid with respect to the Acquired Assets or Permitted Asset Group shall take into account any factors the Sellers, in consultation with the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid to the estates and may include, but are not limited to, the following:

1. the amount and nature of the consideration, including any assumed liabilities;
2. the type and nature of any modifications to the Stalking Horse Agreement, as applicable, requested by each Bidder in such Bidder's Modified Asset Purchase Agreement;

3. the extent to which such modifications are likely to delay closing of the sale of the applicable asset(s) and the cost to the Sellers of such modifications or delay;
4. the total consideration to be received by the Sellers and the net consideration to be received by the Sellers after taking into account the Stalking Horse Purchaser's Bid Protections with respect to each round of bidding;
5. the extent to which the Designated Contracts and the undertakings with respect to Assigned Contracts in a Modified Asset Purchase Agreement differ from those under the Stalking Horse Agreement, including the extent to which a Bidder's undertakings with respect to the material Designated Contracts under a Modified Asset Purchase Agreement provide greater certainty as of the Auction in connection with the likelihood of their assumption or rejection or existence of contingent rejection claims against the Debtors' estates than under the Stalking Horse Agreement;
6. the likelihood of the Bidder's ability to close a transaction and the timing thereof;
7. the net benefit to the Sellers' estates (collectively, the "Bid Assessment Criteria").

C. Cancellation of the Auction

If no timely, conforming Qualified Bids (other than the Qualified Bid submitted by the Stalking Horse Purchaser) for the Acquired Assets or a Permitted Asset Group are received, the Auction for the Acquired Assets or a Permitted Asset Group shall be canceled and the Stalking Horse Agreement shall be the Successful Bid for the Acquired Assets and the Stalking Horse Purchaser shall be the Successful Bidder for the Acquired Assets.

VI. PROCEDURES FOR THE AUCTION

If one or more Qualified Bids (other than the Stalking Horse Agreement) for all or substantially all of the Acquired Assets or a Permitted Asset Group are submitted by the Bid Deadline, the Sellers shall commence the Auction on **Mon. Jan. 30, 2017 at 10:00 a.m.** (prevailing Eastern Time) at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York, 10019 or such other place and time as the Sellers shall notify all Qualified Bidders and the Consultation Parties.

The Auction shall be conducted according to the following procedures:

A. Participation

Only the Sellers, the Consultation Parties, the Stalking Horse Purchaser and any other Qualified Bidder, in each case, along with their representatives and counsel, may attend the Auction (such attendance to be in person) and only the Stalking Horse Purchaser and such other

Qualified Bidders will be entitled to make any Bids at the Auction; provided, however, that any other material creditor may attend (but not participate in) the Auction if it provides the Sellers written notice of its intention to attend the Auction on or before the Bid Deadline. Such written notice must be sent to counsel for the Sellers via electronic mail to Kevin O'Neill (koneill@paulweiss.com).

B. The Sellers Shall Conduct the Auction

The Sellers and their advisors shall direct and preside over the Auction and the Auction shall be transcribed. Other than as expressly set forth herein, the Sellers (in consultation with the Consultation Parties) may conduct the Auction in the manner they reasonably determine will result in the highest or otherwise best Qualified Bids.

Prior to commencement of the Auction, the Sellers shall provide each Qualified Bidder participating in the Auction with a copy of the Modified Asset Purchase Agreement that is the highest or otherwise best Qualified Bid as determined by the Sellers (such highest or otherwise best Qualified Bid, the "Auction Baseline Bid").

In addition, at the start of the Auction, the Sellers shall describe the terms of the Auction Baseline Bid. Each Qualified Bidder participating in the Auction must confirm that it (1) has not engaged in any collusion with respect to the bidding or sale of any of the assets described herein, (2) has reviewed, understands and accepts the Bidding Procedures and (3) has consented to the core jurisdiction of the Courts.

Before submitting any Bid with co-bidding or team bidding arrangements, whether formal or informal, among a Qualified Bidder and any third party (including any other Preliminary Interested Investor or Qualified Bidder) (such a Bid, a "Joint Bid"), each Qualified Bidder must disclose such Joint Bid to the Sellers, and the Sellers shall determine, in their discretion, whether the Joint Bid constitutes a Qualified Bid for purposes of participating in the Auction. The identity of any and all co-bidders or team bidders involved in submitting any Joint Bid, if the Sellers determine that such Joint Bid constitutes a Qualified Bid, shall be disclosed on the record at the Auction.

The Sellers shall consult in good faith with the Consultation Parties throughout the Auction process to the extent reasonably practicable. Any rules developed by the Sellers will provide that all bids will be made and received in one room, on an open basis, and all other Bidders will be entitled to be present for all bidding with the understanding that the true identity of each Bidder will be fully disclosed to all other Bidders and that all material terms of each Qualified Bid submitted in response to the Auction Baseline Bid, or to any successive bids made at the Auction, will be fully disclosed to all other Bidders bidding throughout the entire Auction, and each Qualified Bidder will be permitted what the Sellers determine to be an appropriate amount of time to respond to the previous bid at the Auction.

C. Terms of Overbids

An "Overbid" is any bid made at the Auction subsequent to the Sellers' announcement of the Auction Baseline Bid. To submit an Overbid for purposes of this Auction, a Bidder must comply with the following conditions:

1. Minimum Overbid Increments: Any Overbid for all or substantially all of the Acquired Assets or a Permitted Asset Group after and above the Auction Baseline Bid shall be made in increments valued at not less than \$1 million (or such other amount as shall be announced at the Auction) in cash or in cash equivalents, or other forms of consideration acceptable to the Sellers.
2. Credit Bidding: Holders of DIP Lien Claims (defined below) shall be entitled to submit Overbids in cash, cash equivalents or other forms of consideration, as described above, or additional credit bid amounts up to the aggregate amount of any outstanding obligations under the DIP Credit Agreements (including any accrued but unpaid prepetition interest) to the extent permitted by applicable law, provided that only the Stalking Horse Purchaser may credit bid the amount of the Bid Protections (collectively, the "DIP Lien Claims").
3. Prepetition Term Loan Agent May Credit Bid: To the extent that any Prepetition Senior Liens remain outstanding at the time of the Auction, the Prepetition Term Loan Agent or any acquisition vehicle formed by the Prepetition Term Loan Agent that is assigned the Prepetition Senior Liens (a "Term Loan Acquisition Vehicle") shall be Qualified Bidders and may submit Overbids in cash, cash equivalents or other forms of consideration, including a credit bid to the extent permitted under and consistent with section 363(k) of the Bankruptcy Code and the CCAA.
4. Remaining Terms Are the Same as for Qualified Bids: Except as modified herein, an Overbid at the Auction must comply with the conditions for a Qualified Bid set forth above, provided, however, that the Bid Deadline shall not apply. Any Overbid must include, in addition to the amount and the form of consideration of the Overbid, a description of all changes requested by the Bidder to the Stalking Horse Agreement or Modified Asset Purchase Agreement, as the case may be, in connection therewith. Any Overbid must remain open and binding on the Bidder as provided herein.
5. Qualified Bids for Permitted Asset Groups. To participate in the Auction, a Bid for a Permitted Asset Group that is a Qualified Bid at the outset of the Auction (either on its own or when considered along with other Bid(s) for a Permitted Asset Group), must submit Minimum Overbid Increments, and be for value in excess of the Minimum Bid Amount, the Baseline Bid Amount, or Overbid, as applicable, at each subsequent round of the Auction.
6. Non-cash Consideration: An Overbid may include cash and non-cash consideration, which forms of consideration shall be valued by the Debtors, in consultation with the Consultation Parties; provided, however, that the cash portion of such Bid must suffice to repay in full all

obligations under the Debtors' debtor-in-possession financing facilities, administrative and priority claims, and prepetition secured claims outstanding at the closing of the Sale, and the amount of cash consideration included in such Bid, as compared to other Bids, shall be considered by the Debtors as an assessment criteria at the Auction.

At the Sellers' discretion, to the extent not previously provided, a Bidder submitting an Overbid at the Auction must submit, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Sellers), reasonably demonstrating such Bidder's ability to close the Alternate Transaction proposed by such Overbid.

D. Announcement and Consideration of Overbids

1. Announcement of Overbids: The Sellers shall announce at the Auction the material terms of each Overbid, the total amount of consideration and form offered in each such Overbid, and the basis for calculating such total consideration. The Sellers shall also provide all terms of each Overbid, including non-economic terms, to the Consultation Parties.
2. Consideration of Overbids: Subject to the deadlines set forth herein, the Sellers reserve the right, in their reasonable business judgment, to make one or more continuances of the Auction to, among other things: facilitate discussions between the Sellers and individual Qualified Bidders; allow individual Qualified Bidders to consider how they wish to proceed; or give Qualified Bidders the opportunity to provide the Sellers with such additional evidence as the Sellers in their reasonable business judgment may require, that the Qualified Bidder has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed Alternate Transaction at the prevailing Overbid amount. When comparing Overbids to the Qualified Bid made by the Stalking Horse Purchaser, the Sellers shall treat the credit bid (including any Overbid) made by the Stalking Horse Purchaser as being made in cash or in cash equivalents.

E. Other Procedures

1. Jurisdiction of the Courts: All Qualified Bidders (including the Stalking Horse Purchaser) at the Auction shall be deemed to have consented to the core jurisdiction of the Courts and waive any right to a jury trial in connection with any disputes relating to the marketing process, the Auction, and the construction and enforcement of the Qualified Bidder's fully executed sale and transaction documents, as applicable.
2. Stalking Horse Purchaser Bid: The Stalking Horse Purchaser shall be entitled to (a) credit bid all or a portion of its DIP Lien Claims, consistent with these Bidding Procedures, Bankruptcy Code section 363(k) and the

CCAA; and (b) submit additional bids and make modifications to the Stalking Horse Agreement at the Auction consistent with these Bidding Procedures.

3. Prepetition Term Loan Agent Bid: To the extent that any Prepetition Senior Liens remain outstanding at the time of the Auction, the Prepetition Term Loan Agent or a Term Loan Acquisition Vehicle shall be Qualified Bidders and may submit bids in cash, cash equivalents or other forms of consideration, including a credit bid to the extent permitted under and consistent with section 363(k) of the Bankruptcy Code and the CCAA.
4. Additional Bids; Modifications: All Qualified Bidders, including the Stalking Horse Purchaser, shall have the right to submit additional bids and make additional modifications to the Stalking Horse Agreement or the Modified Asset Purchase Agreement at the Auction, as applicable, provided that any such modifications to the Stalking Horse Agreement or Modified Asset Purchase Agreement on an aggregate basis and viewed in whole, shall not, in the Sellers' business judgment, be less favorable to the Sellers than the terms of the Stalking Horse Agreement.
5. Subsequent Bids: Each Qualified Bid must submit a subsequent Bid that satisfies the minimum bid increment in each round of bidding to continue participating in the Auction, however, Qualified Bidders shall not be allowed to skip rounds of bidding, otherwise such Qualified Bidder will be prohibited from submitting any subsequent Bid.

F. Additional Procedures

The Sellers (after consulting with the Consultation Parties) may announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction so long as such rules are not inconsistent in any material respect with the Bidding Procedures or the Stalking Horse Agreement. Any Auction rules adopted by the Sellers will not modify any of the terms of the Stalking Horse Agreement or the rights of the Stalking Horse Purchaser under the Bid Procedures (as may be consensually modified at the Auction) without the consent of the Stalking Horse Purchaser.

G. Sale Is As Is/Where Is

Except as otherwise provided in the Stalking Horse Agreement, any Modified Asset Purchase Agreement or any order by the Courts approving any Sale of the Acquired Assets or a Permitted Asset Group as contemplated hereunder, the Acquired Assets or a Permitted Asset Group sold pursuant to the Bidding Procedures shall be conveyed at the closing of the purchase and sale in their then-present condition, **"AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

H. Closing the Auction

The Auction shall continue in additional rounds of bidding until the Sellers select, after consultation with the Consultation Parties, the Bid that is the highest or otherwise best offer for all or substantially all of the Acquired Assets or a Permitted Asset Group (a "Successful Bid," and the Bidder submitting such Successful Bid, a "Successful Bidder"). The Successful Bidder shall have the rights and responsibilities of the purchaser as set forth in the Stalking Horse Agreement or Modified Asset Purchase Agreement. In selecting each Successful Bid, the Sellers, in consultation with the Consultation Parties, shall consider the Bid Assessment Criteria.

The Auction for the Acquired Assets or a Permitted Asset Group shall close when the Successful Bidder submits a fully executed sale and transaction documents memorializing the terms of its Successful Bid.

Promptly following the Sellers' selection, after consulting with the Consultation Parties, of the Successful Bid and the conclusion of the Auction, the Sellers shall announce the Successful Bid and the Successful Bidder and shall file with the Courts notice of the Successful Bid and the Successful Bidder.

The Sellers shall not consider any Bids submitted after the conclusion of the Auction.

I. Backup Bidder

Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next highest or otherwise best Bid at the Auction with respect to all or substantially all of the Acquired Assets or a Permitted Asset Group, as determined by the Sellers, in the exercise of their business judgment and after consulting with the Consultation Parties, will be designated as the backup bidder (the "Backup Bidder"). The Backup Bidder shall be required to keep its last submitted Bid (the "Backup Bid") open and irrevocable until the closing of the transaction with the Successful Bidder.

Following the Sale Hearing, if the Successful Bidder fails to consummate the purchase of the Acquired Assets or a Permitted Asset Group, the Sellers may deem the Backup Bidder to have the new Successful Bid, and the Sellers will be authorized, without further order of the Courts, to consummate the transaction with such Backup Bidder at the price of its last bid. Such Backup Bidder will be deemed to be the Successful Bidder and the Sellers will be authorized, but not directed, to effectuate a sale to such Backup Bidder subject to the terms of the Backup Bid without further order of the Courts. All Qualified Bids (other than the Successful Bid and the Backup Bid) shall be deemed rejected by the Sellers on and as of the date that the Courts approve the Bid as the Successful Bid. The Sellers, on their behalf and on behalf of each of their respective estates, specifically reserve the right to seek all available damages, including specific performance, from any defaulting Successful Bidder (including any Backup Bidder designated as a Successful Bidder) in accordance with the terms of the Bidding Procedures; provided, however, that the Good Faith Deposit shall be the sole and exclusive monetary remedy

and liquidated damages of the Sellers for any default by a Successful Bidder under the Bidding Procedures.

For the avoidance of doubt, in the event that there is a Successful Bidder (other than the Stalking Horse Purchaser) with respect to all or substantially all of the Acquired Assets, or the Permitted Asset Group(s), the Stalking Horse Purchaser will be deemed to be the Backup Bidder at the price of its last overbid with respect to the Acquired Assets and will be subject to the terms contained in the immediately preceding paragraph.

VII. BID PROTECTIONS

Pursuant to the Bidding Procedures Order, the Stalking Horse Purchaser is entitled to the Bid Protections in the amounts set forth in, and in accordance with the terms of, the Stalking Horse Agreement and the Bidding Procedures Order.

Pursuant to the Bidding Procedures Order, except for the Stalking Horse Purchaser, no other party submitting an offer or Bid or a Qualified Bid shall be entitled to any expense reimbursement, breakup fee, termination or similar fee or payment.

The Stalking Horse Purchaser shall have standing to appear and be heard on all issues related to the Auction, the Sale, and related matters, including the right to object to the sale of the Acquired Assets or a Permitted Asset Group or any portion thereof (including the conduct of the Auction and interpretation of these Bidding Procedures Order).

SALE HEARING

The Successful Bid and Backup Bid (or, if no Qualified Bid other than that of the Stalking Horse Purchaser is received, then the Stalking Horse Agreement) will be subject to approval by the Courts. The sale hearings to approve the Successful Bid and any Backup Bid (or, the Stalking Horse Agreement for the Acquired Assets, if no Qualified Bid other than that of the Stalking Horse Purchaser is received) shall take place on **February 6, 2017 at 10:00 a.m. (EDT)** before the Courts (the "Sale Hearing"). A joint hearing before both courts may take place.

VIII. RETURN OF GOOD FAITH DEPOSITS

The Good Faith Deposits of all Qualified Bidders (other than the Stalking Horse Purchaser) shall be held in one or more interest-bearing escrow accounts by the Sellers, but shall not become property of the Sellers' estates absent further order of the Courts or as expressly provided below. The Good Faith Deposit of any Qualified Bidder that is neither a Successful Bidder nor a Backup Bidder shall be returned to such Qualified Bidder not later than five (5) business days after the conclusion of the Sale Hearing. The Good Faith Deposit of a Backup Bidder, if any, shall be returned to such Backup Bidder no later than seventy-two (72) hours after the closing of the transaction with the Successful Bidder. Upon the return of the Good Faith Deposits, their respective owners shall receive any and all interest that will have accrued thereon. If the Successful Bidder timely closes on the winning transaction, its Good Faith Deposit shall be credited towards the applicable purchase price. If the Successful Bidder (or Backup Bidder, if applicable) fails to consummate an Alternate Transaction because of a breach or failure to

perform on the part of such Successful Bidder (or Backup Bidder, if applicable), the Sellers will not have any obligation to return the Good Faith Deposit deposited by such Successful Bidder (or Backup Bidder, if applicable), and such Good Faith Deposit shall irrevocably become property of the Sellers. The Good Faith Deposit of the Stalking Horse Purchaser shall be held in an escrow account as provided in the Stalking Horse Agreement and shall be returned to the Stalking Horse Purchaser in accordance with the Stalking Horse Agreement.

IX. RESERVATION OF RIGHTS OF THE SELLERS

Except as otherwise provided in the Stalking Horse Agreement, the Bidding Procedures or the Bidding Procedures Order, the Sellers further reserve the right as they may reasonably determine to be in the best interest of their estates, in consultation with the Consultation Parties:

- A. determine which Bidder(s) is a Qualified Bidder(s);
- B. determine which Bid(s) is a Qualified Bid(s);
- C. determine which Qualified Bid is the highest or best proposal for the Acquired Assets or a Permitted Asset Group and which is the next highest or best proposal for the Acquired Assets or a Permitted Asset Group;
- D. reject any Bid that is (1) inadequate or insufficient, (2) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (3) contrary to the best interests of the Sellers and their estates;
- E. impose additional terms and conditions with respect to all potential Bidders;
- F. extend the deadlines set forth herein; and
- G. modify the Bidding Procedures and implement additional procedural rules that the Sellers determine, in their business judgment will better promote the goals of the bidding process and discharge the Sellers' fiduciary duties; provided however that any modification or additions to the Bidding Procedures shall not be inconsistent with the Stalking Horse Agreement, the Bidding Procedures Order or any other Order of the Courts, unless agreed in writing by the Stalking Horse Purchaser and Sellers or otherwise ordered by the Courts.

EXHIBIT B

Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BPS US Holdings Inc., *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 16-12373 (KJC)
)

) (Joint Administration Requested)
)

NOTICE OF BIDDING PROCEDURES, AUCTION DATE, AND SALE HEARING

PLEASE TAKE NOTICE THAT:

1. On October 31, 2016, Performance Sports Group Ltd. (the “Company”) and certain of its subsidiaries (collectively with the Company, the “Debtors” or “Sellers”) filed for relief before the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), and the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” and together with the Bankruptcy Court, the “Courts”). The Bankruptcy Court presides over the Sellers’ jointly administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) captioned *In re BPS US Holdings Inc. et al.*, Ch. 11 Case No. 16-12373 (KJC) (Bankr. D. Del. Oct. 31, 2016). The Canadian Court presides over the Sellers’ creditor protection proceedings (the “Canadian Proceedings” and together with the Chapter 11 Cases, the “Bankruptcy Proceedings”) commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”).

2. On October 31, 2016, the Sellers filed in each of the Proceedings the *Motion for (I) an Order (A) Establishing Bidding Procedures for the Sale of All, or Substantially All, of the Debtors’ Assets; (B) Approving Bid Protections; (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases; (D) Approving Form and Manner of the Sale, Cure and Other Notices; and (E) Scheduling an Auction and as Hearing to Consider the Approval of the Sale; (II) an Order (A) Approving the Sale of the Debtors’ Assets Free and Clear of Claims, Liens and Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian equivalent, are as follows: BPS US Holdings Inc. (8341); Bauer Hockey, Inc. (3094); Easton Baseball / Softball Inc. (5670); Bauer Hockey Retail Inc. (6663); Bauer Performance Sports Uniforms Inc. (1095); Performance Lacrosse Group Inc. (4200); BPS Diamond Sports Inc. (5909); PSG Innovation Inc. (9408); Performance Sports Group Ltd. (1514); KBAU Holdings Canada, Inc. (5751); Bauer Hockey Retail Corp. (1899); Easton Baseball / Softball Corp. (4068); PSG Innovation Corp. (2165); Bauer Hockey Corp. (4465); BPS Canada Intermediate Corp. (4633); BPS Diamond Sports Corp. (8049); Bauer Performance Sports Uniforms Corp. (2203); and Performance Lacrosse Group Corp. (1249). The Debtors’ headquarters are located at 100 Domain Dr., Exeter, New Hampshire 03833.

“Sale Motion”).² By the Sale Motion, the Sellers seek, *inter alia*, to conduct a sale (the “Sale”) by auction (the “Auction”) of all or substantially all of their assets (the “Assets”) and to assume and assign certain executory contracts and unexpired leases (the “Stalking Horse Purchaser Designated Contracts”) to a group of investors led by Sagard Capital Partners, L.P. (collectively, the “Stalking Horse Purchaser”) pursuant to an asset purchase agreement by and among the Sellers and the Stalking Horse Purchaser (the “Stalking Horse Agreement”). The Stalking Horse Agreement is subject to higher or otherwise better offers at the Auction. A copy of the Stalking Horse Agreement is attached as an exhibit to the Sale Motion.

3. On November 30, 2016, pursuant to the Sale Motion, the Court entered an order (the “Bidding Procedures Order”) approving the Auction and bidding procedures (the “Bidding Procedures”) in connection with the proposed Sale. A copy of the Sale Motion, the Bidding Procedures Order and the Bidding Procedures can be obtained free of charge on <http://www.primeclerk.com>.

4. The Auction shall take place on **January 30, 2017 at 10:00 a.m. (prevailing Eastern Time)** at the offices of Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019, or such other place and time as the Sellers shall notify all Qualified Bidders (as defined in the Bidding Procedures) and the Consultation Parties (as defined in the Bidding Procedures).

5. A hearing to approve the Sale (the “Sale Hearing”), including the assumption and assignment of certain Stalking Horse Bidder Designated Contracts (or such contracts as are designated by the successful bidder at the Auction), will be held on **February 6, 2017 at 10:00 a.m. (prevailing Eastern Time)** before the Courts.

6. Pursuant to the Bidding Procedures Order, any objections to the Sale (“Sale Objections”) must be set forth in writing and must state with particularity the grounds for such objections or other statements of position. All Sale Objections must be in writing and filed on and served so as to be received by **January 25, 2016 at 4:00 p.m. (prevailing Eastern Time)** (the “Sale Objection Deadline”) with either (a) the U.S. Court at the Clerk of the Court, 824 Market St. N, 3rd Floor, Wilmington, DE 19801, or (b) the Canadian Court at [address]; provided that objections to the conduct of the Auction or selection of the Successful Bid (as defined in the Bidding Procedures) or Backup Bid (a “Supplemental Objection”), which shall be in writing, may be filed with the Bankruptcy Court or the Canadian Court, together with proof of service, and served so as to be received by the Notice Parties (defined below) on or before **the day before the Sale Hearing, as such hearing may be adjourned from time to time**. Any Sale Objection or Supplemental Objection must be served on the following parties so as to be received by the Sale Objection Deadline: (a) **the Debtors**, 100 Domain Dr., Exeter, New Hampshire 03885, Attention: Michael J. Wall, Esq. (Michael.Wall@bauer.com); (b) **US counsel to the Debtors**, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019, Attention: Kelley A. Cornish (kcornish@paulweiss.com) and Alice Eaton (aeaton@paulweiss.com); and Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attention: Pauline Morgan

² Capitalized terms used herein but not otherwise defined in this notice (the “Notice”) shall have the meanings ascribed to them in the Sale Motion.

(pmorgan@ycst.com); (c) **Canadian counsel to the Debtors**, Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, ON, Canada M5L 1B9, Attention: Maria Konyukhova (mkonyukhova@stikeman.com) and Jonah Mann (jmann@stikeman.com); (d) **Financial advisor to the Debtors**, Centerview Partners, 31 West 52nd Street New York, N.Y. 10019, Attention: Marc Puntus (mpuntus@centerviewpartners.com); (e) **the Monitor**, Ernst & Young Inc., 222 Bay Street, Toronto, ON, M5K 1J7, Attention: Brian Denega (brian.m.denega@ca.ey.com); (f) **US counsel to the Monitor**, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attention: Ken Coleman (Ken.Coleman@AllenOvery.com); (g) **Canadian counsel to the Monitor**, Thornton Grout Finnigan LLP, 100 Wellington Street West, Suite 3200, Toronto, ON, M5K 1K7, Attention: Robert Thornton (rthornton@tgf.ca), D.J. Miller (djmiller@tgf.ca) and Rachel Bengino (rbengino@tgf.ca); (h) **counsel to the UCC**, Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, Attention: Andrew B. Eckstein (AEckstein@blankrome.com), Michael B. Schaedle (Schaedle@blankrome.com) and Stanley B. Tarr (tarr@blankrome.com); (i) **financial advisor to the UCC**, Province Inc., 2360 Corporate Circle, Suite 330, Henderson, N.V. 89074, Attention: Paul Huygens (phuygens@provincefirm.com) and Peter Kravitz (pkravitz@provincefirm.com); (j) **U.S. counsel to the Stalking Horse Purchaser** Kirkland & Ellis LLP, 601 Lexington Avenue, New York, N.Y. 10022, Attention Christopher J. Marcus; (k) **U.S. local counsel to the Stalking Horse Purchaser**, Klehr, Harrison, Harvey & Branzburg LLP, 919 N. Market Street, Suite 1000, Wilmington, DE 19801, Attention: Domenic E. Pacitti; (l) **Canadian counsel to the Stalking Horse Purchaser**, Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l., 1 Place Ville Marie, Bureau 3000, Montréal (Québec) H3B 4N8, Attention Bernard Boucher; (m) **financial advisors to the Stalking Horse Purchaser**, Rothschild & Co., 1251 Avenue of the Americas, 33rd floor, New York, N.Y. 10020, Attention: Neil Augustine; and BDT Capital Partners, LLC, 401 North Michigan, Suite 3100, Chicago, IL 60611, Attention: John Gilligan; (n) **U.S. counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Choate Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com) and Douglas R. Gooding (dgooding@choate.com); (o) **Canadian counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Norton Rose Fulbright, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario M5J 2Z4, Canada, Attn: David M.A. Amato (david.amato@nortonrosefulbright.com) and Serge Levy (serge.levy@nortonrosefulbright.com); (p) **U.S. counsel to the Equity Committee**, Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attention: Robert J. Stark (rstark@brownrudnick.com) and Steven B. Levine (slevine@brownrudnick.com); (q) **Canadian counsel to the Equity Committee**, McMillan LLP, Brookfield Place, Suite 4400, 181 Bay Street, Toronto, Ontario, Canada M5J 2T3, Attention: Andrew J.F. Kent (andrew.kent@mcmillan.ca); (r) **financial advisor to the Equity Committee**, Houlihan Lokey, Inc., 100 Crescent Ct., Suite 900, Dallas, TX 75201: Attention Adam L. Dunayer (ADunayer@HL.com) and Justin Zammit (JZammit@HL.com); and (s) the Successful Bidder if the Stalking Horse Purchaser is not the Successful Bidder.

7. UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED WITHOUT FURTHER HEARING AND NOTICE.

8. This Notice is subject to the fuller terms and conditions of the Sale Motion and the Bidding Procedures Order, which shall control in the event of any conflict, and the Sellers encourage parties-in-interest to review such documents in their entirety.

Dated: December __, 2016
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/

Pauline K. Morgan (No. 3650)

Sean T. Greecher (No. 4484)

Justin H. Rucki (No. 5304)

Shane M. Reil (No. 6195)

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

Telephone: (302) 571-6600 / Facsimile: (302) 571-1253

-and-

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP

Kelley A. Cornish

Alice Belisle Eaton

Claudia R. Tobler

Christopher Hopkins

1285 Avenue of the Americas,

New York, New York 10019

Telephone: (212) 373-3000 / Facsimile: (212) 757-3990

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

EXHIBIT C

Cure Notice

01:19466343.2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
BPS US Holdings Inc., <i>et al.</i> , ¹	)	Case No. 16-12373 (KJC)
Debtors.	)	(Joint Administration Requested)

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES
AND PROPOSED CURE AMOUNTS**

PLEASE BE ADVISED that on October 31, 2016 Performance Sports Group Ltd. (the “Company”) and certain of its subsidiaries (collectively with the Company, the “Debtors” or “Sellers”) filed for relief before the United States Bankruptcy Court for the District of Delaware (the “U.S. Court”), and the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) and together with the U.S. Court, the “Courts”). The U.S. Court presides over the Sellers’ jointly administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) captioned *In re BPS US Holdings Inc. et al.*, Ch. 11 Case No. 16-12373 (KJC) (Bankr. D. Del. Oct. 31, 2016). The Canadian Court presides over the Sellers’ creditor protection proceedings (the “Canadian Proceedings”) and together with the Chapter 11 Cases, the “Proceedings”) commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”).

PLEASE BE ADVISED that on October 31, 2016 the Sellers filed in each of the Proceedings the *Motion for (I) an Order (A) Establishing Bidding Procedures for the Sale of All, or Substantially All, of the Debtors’ Assets; (B) Approving Bid Protections; (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases; (D) Approving Form and Manner of the Sale, Cure and Other Notices; and (E) Scheduling an Auction and as Hearing to Consider the Approval of the Sale; (II) an Order (A) Approving the Sale of the Debtors’ Assets Free and Clear of Claims, Liens and Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the “Sale Motion”).² By the Sale Motion,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian equivalent, are as follows: BPS US Holdings Inc. (8341); Bauer Hockey, Inc. (3094); Easton Baseball / Softball Inc. (5670); Bauer Hockey Retail Inc. (6663); Bauer Performance Sports Uniforms Inc. (1095); Performance Lacrosse Group Inc. (4200); BPS Diamond Sports Inc. (5909); PSG Innovation Inc. (9408); Performance Sports Group Ltd. (1514); KBAU Holdings Canada, Inc. (5751); Bauer Hockey Retail Corp. (1899); Easton Baseball / Softball Corp. (4068); PSG Innovation Corp. (2165) Bauer Hockey Corp. (4465); BPS Canada Intermediate Corp. (4633); BPS Diamond Sports Corp. (8049); Bauer Performance Sports Uniforms Corp. (2203); and Performance Lacrosse Group Corp. (1249). The Debtors’ headquarters are located at 100 Domain Dr., Exeter, New Hampshire 03833.

² Capitalized terms used herein but not otherwise defined in this notice (the “Notice”) shall have the meanings ascribed to them in the Sale Motion.

the Sellers seek, *inter alia*, to conduct a sale (the “Sale”) by auction (the “Auction”) of all or substantially all of their assets (the “Assets”) and to assume and assign certain executory contracts and unexpired leases (the “Stalking Horse Purchaser Designated Contracts”) to a group of investors led by Sagard Capital Partners, L.P. (collectively, the “Stalking Horse Purchaser”) pursuant to an asset purchase agreement by and among the Sellers and the Stalking Horse Purchaser (the “Stalking Horse Agreement”). The Stalking Horse Agreement is subject to higher or otherwise better offers at the Auction. A copy of the Stalking Horse Agreement is attached as an exhibit to the Sale Motion.

PLEASE BE FURTHER ADVISED that, on November 30, 2016, pursuant to the Sale Motion, the Courts entered an Order (the “Bidding Procedures Order”), which, among other things, approves auction and bidding procedures (the “Bidding Procedures”) in connection with the proposed Sale. A copy of the Sale Motion, the Bidding Procedures Order and the Bidding Procedures can be obtained free of charge at www.primeclerk.com.

PLEASE BE FURTHER ADVISED that a hearing to approve the Sale (the “Sale Hearing”), including the assumption and assignment of certain Stalking Horse Purchaser Designated Contracts, will be held on **February 6, 2017 at 10:00 a.m. (prevailing Eastern Time)**, before the Courts.

PLEASE BE FURTHER ADVISED that pursuant to the Motion, the Sellers may assume and assign the contract(s) identified on Exhibit A (the “Subject Contract(s)”) to the Successful Bidder at the Auction.³ The cure amount (the “Cure Amount”), if any, the Sellers believe is required to satisfy all amounts and obligations due and owing under each Subject Contract by the Sellers, including any monetary defaults and compensation for pecuniary losses, is listed on Exhibit A (the “Cure Schedule”).

i. The U.S. Contracts

PLEASE BE FURTHER ADVISED that for contracts with the U.S. Debtors (the “U.S. Contracts”), the deadline to file an objection to the assumption and assignment of the U.S. Contract(s) and the Cure Amount(s) for such U.S. Contract(s) (together, “Cure Objections”) is January 25, 2017 at 4:00 p.m. (prevailing Eastern Time) (the “Cure Objection Deadline”). Cure Objections to Canadian Contracts, if any, must be filed with the Canadian Court, Cure Objections to U.S. Contracts, if any, must be filed in the U.S. Court, and all such Cure Objections must also be served upon: (a) **the Debtors**, 100 Domain Dr., Exeter, New Hampshire 03885, Attention: Michael J. Wall, Esq. (Michael.Wall@bauer.com); (b) **US counsel to the Debtors**, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019, Attention: Kelley A. Cornish (kcornish@paulweiss.com) and Alice Eaton (aeaton@paulweiss.com); and Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attention: Pauline Morgan (pmorgan@ycst.com); (c) **Canadian counsel to the Debtors**, Stikeman Elliott LLP, 5300

³ The Sellers may modify the list of Available Contracts that will be assumed and assigned in connection with the Sale. In addition, the inclusion of any contract or agreement on Exhibit A shall not constitute an admission by the Sellers that any such Subject Contract is an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code or under the CCAA and the Sellers reserve all rights with respect thereto.

Commerce Court West, 199 Bay Street, Toronto, ON, Canada M5L 1B9, Attention: Peter Howard (phoward@stikeman.com) and Jonah Mann (jmann@stikeman.com); (d) **Financial advisor to the Debtors**, Centerview Partners, 31 West 52nd Street New York, NY 10019, Attention: Marc Puntus (mpuntus@centerviewpartners.com); (e) **the Monitor**, Ernst & Young Inc., 222 Bay Street, Toronto, ON, M5K 1J7, Attention: Brian Denega (brian.m.denega@ca.ey.com); (f) **US counsel to the Monitor**, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attention: Ken Coleman (Ken.Coleman@AllenOvery.com); (g) **Canadian counsel to the Monitor**, Thornton Grout Finnigan LLP, 100 Wellington Street West, Suite 3200, Toronto, ON, M5K 1K7, Attention: Robert Thornton (rthornton@tgf.ca), D.J. Miller (djmiller@tgf.ca) and Rachel Bengino (rbengino@tgf.ca); (h) **counsel to the UCC**, Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, Attention: Andrew B. Eckstein (AEckstein@blankrome.com), Michael B. Schaedle (Schaedle@blankrome.com) and Stanley B. Tarr (tarr@blankrome.com); (i) **financial advisor to the UCC**, Province Inc., 2360 Corporate Circle, Suite 330, Henderson, N.V. 89074, Attention: Paul Huygens (phuygens@provincefirm.com) and Peter Kravitz (pkravitz@provincefirm.com); (j) **U.S. counsel to the Stalking Horse Purchaser**, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, N.Y. 10022, Attention Christopher J. Marcus; (k) **U.S. local counsel to the Stalking Horse Purchaser**, Klehr, Harrison, Harvey & Branzburg LLP, 919 N. Market Street, Suite 1000, Wilmington, DE 19801, Attention: Domenic E. Pacitti; (l) **Canadian counsel to the Stalking Horse Purchaser**, Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l., 1 Place Ville Marie, Bureau 3000, Montréal (Québec) H3B 4N8, Attention Bernard Boucher; (m) **financial advisors to the Stalking Horse Purchaser**, Rothschild & Co., 1251 Avenue of the Americas, 33rd floor, New York, N.Y. 10020, Attention: Neil Augustine; and BDT Capital Partners, LLC, 401 North Michigan, Suite 3100, Chicago, IL 60611, Attention: John Gilligan; (n) **U.S. counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Choate Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com) and Douglas R. Gooding (dgooding@choate.com); (o) **Canadian counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Norton Rose Fulbright, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario M5J 2Z4, Canada, Attn: David M.A. Amato (david.amato@nortonrosefulbright.com) and Serge Levy (serge.levy@nortonrosefulbright.com); (p) **U.S. counsel to the Equity Committee**, Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attention: Robert J. Stark (rstark@brownrudnick.com) and Steven B. Levine (slevine@brownrudnick.com); (q) **Canadian counsel to the Equity Committee**, McMillan LLP, Brookfield Place, Suite 4400, 181 Bay Street, Toronto, Ontario, Canada M5J 2T3, Attention: Andrew J.F. Kent (andrew.kent@mcmillan.ca); (r) **financial advisor to the Equity Committee**, Houlihan Lokey, Inc., 100 Crescent Ct., Suite 900, Dallas, TX 75201: Attention Adam L. Dunayer (ADunayer@HL.com) and Justin Zammit (JZammit@HL.com); and (s) the Successful Bidder if the Stalking Horse Purchaser is not the Successful Bidder (an "Alternative Purchaser").

PLEASE BE FURTHER ADVISED that the Cure Objection must state (i) the basis for the objection and (ii) with specificity, what Cure Amount(s) the party to the Subject Contract(s) believes is required (in all cases with appropriate documentation in support thereof).

PLEASE BE FURTHER ADVISED that any objection solely to the Cure Amount(s) may not prevent or delay the Sellers' assumption and assignment of the Subject Contract(s) by a Successful Bidder other than the Stalking Horse Purchaser. If a non-Seller counterparty (a "Non-Seller Counterparty") objects solely to Cure Amount(s), the Sellers may, with the consent of the Successful Bidder, hold the claimed Cure Amount(s) in reserve pending further order of the Court or mutual agreement of the parties. So long as Cure Amount(s) are held in reserve, and there are no other unresolved objections to assumption and assignment of the applicable Subject Contract(s), the Sellers can, without further delay, assume and assign such Subject Contract(s) to the Successful Bidder. Under such circumstances, the objecting Non-Seller Counterparty's recourse is limited to the funds held in reserve.

PLEASE BE FURTHER ADVISED that any objections to the adequate assurance of future performance by any Successful Bidder other than the Stalking Horse Purchaser under the applicable Subject Contract(s) must be filed with either the Bankruptcy Court or the Canadian Court and served on the Notice Parties and the applicable Successful Bidder so that such objection is received on or before **12:00 p.m. (prevailing Eastern Time)** the day before the Sale Hearing (the "Adequate Assurance Objection Deadline").

PLEASE BE FURTHER ADVISED that unless a Cure Objection or an objection to adequate assurance of future performance, as applicable, is filed and served by a Non-Seller Counterparty to any Subject Contract by the Cure Objection Deadline or the Adequate Assurance Objection Deadline, as applicable, such Non-Seller Counterparty shall be (i) deemed to have waived and released any right to assert a Cure Objection and to have otherwise consented to the assignment of such Subject Contract, (ii) forever barred from objecting to the assumption and assignment of such Subject Contract or the failure of the Successful Bidder to provide adequate assurance of future performance and (iii) forever barred and estopped from asserting or claiming any Cure Amount, other than the Cure Amount listed on the Cure Schedule.

ii. The Canadian Contracts

PLEASE BE FURTHER ADVISED that consents to assign contracts with the Canadian Debtors (the "Canadian Contracts") to the Stalking Horse Purchaser or to an Alternative Purchaser, as applicable, must be provided as soon as possible and in any events by no later than January 25, 2017 at 4:00 p.m. (prevailing Eastern Time). Consent is confirmed by signing the acknowledgment 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

PLEASE BE FURTHER ADVISED that if your consent is not provided, the Debtors will seek orders of the Courts at the Sale Hearings pursuant to the CCAA and U.S. Code granting

authority to assign the Contract in connection with a Sale Transaction. Please note that any objection to the assignment and assumption of the Contract must be filed in accordance with the protocol specified in this Notice

iii. General

PLEASE BE FURTHER ADVISED that the hearings with respect to Cure Objection(s) or objection(s) to the adequate assurance of future performance may be held (a) at the Sale Hearing, or (b) at such other date as the Courts may designate.

Acknowledgment of Consent to Assign
(Counterparties to Canadian Debtor contracts only)

[Counterparty name], in its capacity as party to the [the [Agreement Name]/agreements listed at Schedule "A"] (the "Contract"), hereby irrevocably consents to the assignment of the Contract subject to payment of or reserve for the Cure Amount and subject to approval by the Courts of the Sale Transaction. The assignment is subject to and effective upon Closing as contemplated by the Stalking Horse Agreement or an Alternative Purchase Agreement, as applicable. This consent is effective notwithstanding anything in the Contract to the contrary. It is further acknowledged that, notwithstanding this consent, the Contract may not be designated as an assigned contract pursuant to the Stalking Horse Agreement or an Alternative Purchase Agreement.

Dated: _____.

[Counterparty Name]

Per: _____
Name:
Title:

PLEASE BE FURTHER ADVISED that all requests for information concerning the Sale should be in writing and directed to US counsel to the Sellers at the address referenced below.

Dated: December __, 2016
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/

Pauline K. Morgan (No. 3650)

Sean T. Greecher (No. 4484)

Justin H. Rucki (No. 5304)

Shane M. Reil (No. 6195)

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

Telephone: (302) 571-6600 / Facsimile: (302) 571-1253

-and-

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP

Kelley A. Cornish

Alice Belisle Eaton

Claudia R. Tobler

Christopher Hopkins

1285 Avenue of the Americas,

New York, New York 10019

Telephone: (212) 373-3000 / Facsimile: (212) 757-3990

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Cure Schedule

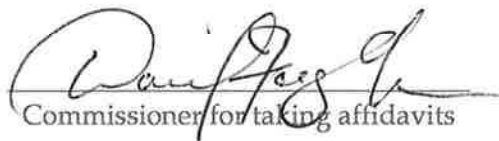
<u>Name of Subject Contract</u>	<u>Name of Non-Debtor Counterparty</u>	<u>Cure Amount</u>

EXHIBIT “F”

Exhibit "F" to the Affidavit

Of Brian J. Fox, sworn

January 24, 2017


Commissioner for taking affidavits

Daniel Feigenbaum
Notary Public State of New York
02FE6203476
Qualified in Nassau County
Commission Expires 04/06/2013

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BPS US Holdings Inc., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 16-12373 (KJC)
)
) (Jointly Administered)
)

**NOTICE OF REVISIONS TO NOTICE OF POTENTIAL ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES AND PROPOSED CURE AMOUNTS**

PLEASE BE ADVISED that on October 31, 2016 Performance Sports Group Ltd. (the “Company”) and certain of its subsidiaries (collectively with the Company, the “Debtors” or “Sellers”) filed for relief before the United States Bankruptcy Court for the District of Delaware (the “U.S. Court”), and the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” and together with the U.S. Court, the “Courts”). The U.S. Court presides over the Sellers’ jointly administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) captioned *In re BPS US Holdings Inc. et al.*, Ch. 11 Case No. 16-12373 (KJC) (Bankr. D. Del. Oct. 31, 2016). The Canadian Court presides over the Sellers’ creditor protection proceedings (the “Canadian Proceedings” and together with the Chapter 11 Cases, the “Proceedings”) commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”).

PLEASE BE ADVISED that on October 31, 2016 the Sellers filed in each of the Proceedings the *Motion for (I) an Order (A) Establishing Bidding Procedures for the Sale of All, or Substantially All, of the Debtors’ Assets; (B) Approving Bid Protections; (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases; (D) Approving Form and Manner of the Sale, Cure and Other Notices; and (E) Scheduling an Auction and as Hearing to Consider the Approval of the Sale; (II) an Order (A) Approving the Sale of the Debtors’ Assets Free and Clear of Claims, Liens and Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the “Sale Motion”).² By the Sale Motion,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or Canadian equivalent, are as follows: BPS US Holdings Inc. (8341); Bauer Hockey, Inc. (3094); Easton Baseball / Softball Inc. (5670); Bauer Hockey Retail Inc. (6663); Bauer Performance Sports Uniforms Inc. (1095); Performance Lacrosse Group Inc. (4200); BPS Diamond Sports Inc. (5909); PSG Innovation Inc. (9408); Performance Sports Group Ltd. (1514); KBAU Holdings Canada, Inc. (5751); Bauer Hockey Retail Corp. (1899); Easton Baseball / Softball Corp. (4068); PSG Innovation Corp. (2165) Bauer Hockey Corp. (4465); BPS Canada Intermediate Corp. (4633); BPS Diamond Sports Corp. (8049); Bauer Performance Sports Uniforms Corp. (2203); and Performance Lacrosse Group Corp. (1249). The Debtors’ headquarters are located at 100 Domain Dr., Exeter, New Hampshire 03833.

² Capitalized terms used herein but not otherwise defined in this notice (the “Notice”) shall have the meanings ascribed to them in the Sale Motion.

the Sellers seek, *inter alia*, to conduct a sale (the “Sale”) by auction (the “Auction”) of all or substantially all of their assets (the “Assets”) and to assume and assign certain executory contracts and unexpired leases (the “Stalking Horse Purchaser Designated Contracts”) to a group of investors led by Sagard Capital Partners, L.P. and Fairfax Financial Holdings Limited (collectively, the “Stalking Horse Purchaser”) pursuant to an asset purchase agreement by and among the Sellers and the Stalking Horse Purchaser (the “Stalking Horse Agreement”). The Stalking Horse Agreement is subject to higher or otherwise better offers at the Auction. A copy of the Stalking Horse Agreement is attached as an exhibit to the Sale Motion.

PLEASE BE FURTHER ADVISED that, on November 30, 2016, pursuant to the Sale Motion, the Courts entered an Order (the “Bidding Procedures Order”), which, among other things, approves auction and bidding procedures (the “Bidding Procedures”) in connection with the proposed Sale. A copy of the Sale Motion, the Bidding Procedures Order and the Bidding Procedures can be obtained free of charge at www.primeclerk.com.

PLEASE BE FURTHER ADVISED that a hearing to approve the Sale (the “Sale Hearing”), including the assumption and assignment of certain Stalking Horse Purchaser Designated Contracts, will be held on **February 6, 2017 at 10:00 a.m. (prevailing Eastern Time)**, before the Courts.

PLEASE BE FURTHER ADVISED that on December 12, 2016, the Debtors filed and served a *Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Proposed Cure Amounts* (the “Cure Schedule”) where, pursuant to the Motion, the Sellers listed those contracts the Sellers may assume and assign to the Successful Bidder at the Auction (the “Subject Contracts”), and the cure amount (the “Cure Amount”), if any, the Sellers believe is required to satisfy all amounts and obligations due and owing under each Subject Contract by the Sellers, including any monetary defaults and compensation for pecuniary losses.

PLEASE BE FURTHER ADVISED that the Sellers have since revised the Cure Schedule to (i) remove certain Subject Contracts (ii) add certain additional Subject Contracts, (iii) modify Cure Amounts, (iv) remove those Subject Contracts the Debtors instead seek to assume and assign through that certain *Debtors’ Motion for an Order, Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, (I) Approving the Asset Purchase Agreement for the Sale of the Soccer Uniforms Business and Authorizing the Sale Contemplated Therein; and (II) Granting Related Relief*, or (v) make other changes. All of the foregoing changes are shown on the blackline attached as Appendix “B” hereto (the “Revised Cure Schedule”).³

³ The Sellers may further modify the Revised Cure Schedule and list of Available Contracts that will be assumed and assigned in connection with the Sale. In addition, the inclusion of any contract or agreement on Appendix “B” shall not constitute an admission by the Sellers that any such Subject Contract is an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code or under the CCAA and the Sellers reserve all rights with respect thereto.

i. Filing a Cure Objection

PLEASE BE FURTHER ADVISED that objections to the assumption and assignment of the contract(s) with the U.S. Debtors,⁴ if any, (the “U.S. Contracts”) and the Cure Amount(s) for such U.S. Contract(s) (together, “Cure Objections”) must be filed with the U.S. Court. Cure Objections to contract(s) with the Canadian Debtors,⁵ (the “Canadian Contracts”) if any, must be filed with the Canadian Court. In addition to filing the Cure Objections with either the U.S. Court or Canadian Court, as applicable, all such cure objections must be served upon those parties listed in Appendix “A”.

PLEASE BE FURTHER ADVISED the deadline to file a Cure Objection for the U.S. Contract(s) and Canadian Contract(s) is January 25, 2017 at 4:00 p.m. (prevailing Eastern Time) (the “Cure Objection Deadline”).

PLEASE BE FURTHER ADVISED that the Cure Objection must state (i) the basis for the objection and (ii) with specificity, what Cure Amount(s) the party to the Subject Contract(s) believes is required (in all cases with appropriate documentation in support thereof).

PLEASE BE FURTHER ADVISED that any objection solely to the Cure Amount(s) may not prevent or delay the Sellers’ assumption and assignment of the Subject Contract(s) by a Successful Bidder other than the Stalking Horse Purchaser. If a non-Seller counterparty (a “Non-Seller Counterparty”) objects solely to Cure Amount(s), the Sellers may, with the consent of the Successful Bidder, hold the claimed Cure Amount(s) in reserve pending further order of the Court or mutual agreement of the parties. So long as Cure Amount(s) are held in reserve, and there are no other unresolved objections to assumption and assignment of the applicable Subject Contract(s), the Sellers can, without further delay, assume and assign such Subject Contract(s) to the Successful Bidder. Under such circumstances, the objecting Non-Seller Counterparty’s recourse is limited to the funds held in reserve.

PLEASE BE FURTHER ADVISED that any objections to the adequate assurance of future performance or any other factors listed in s. 11.3(3) of the CCAA, by any Successful Bidder other than the Stalking Horse Purchaser (an “Alternative Purchaser”) under the applicable Subject Contract(s) must be filed with either the U.S. Court or the Canadian Court and served on the Notice Parties and the applicable Successful Bidder so that such objection is received on or before **12:00 p.m. (prevailing Eastern Time)** the day before the Sale Hearing (the “Adequate Assurance Objection Deadline”).

⁴ The U.S. Debtors are: BPS US Holdings Inc.; Bauer Hockey, Inc.; Easton Baseball / Softball Inc.; Bauer Hockey Retail Inc.; Bauer Performance Sports Uniforms Inc.; Performance Lacrosse Group Inc.; BPS Diamond Sports Inc.; and PSG Innovation Inc.

⁵ The Canadian Debtors are: Performance Sports Group Ltd.; KBAU Holdings Canada, Inc.; Bauer Hockey Retail Corp.; Easton Baseball / Softball Corp.; PSG Innovation Corp.; Bauer Hockey Corp.; BPS Canada Intermediate Corp.; BPS Diamond Sports Corp.; Bauer Performance Sports Uniforms Corp.; and Performance Lacrosse Group Corp.

ii. The U.S Contracts

PLEASE BE FURTHER ADVISED that unless a Cure Objection, or an objection to adequate assurance of future performance, as applicable, is filed and served by a Non-Seller Counterparty to any U.S. Contract by the Cure Objection Deadline or the Adequate Assurance Objection Deadline, as applicable, such Non-Seller Counterparty shall be (i) deemed to have waived and released any right to assert a Cure Objection and to have otherwise consented to the assignment of such Subject Contract, (ii) forever barred from objecting to the assumption and assignment of such Subject Contract or the failure of the Successful Bidder to provide adequate assurance of future performance and (iii) forever barred and estopped from asserting or claiming any Cure Amount, other than the Cure Amount listed on the Cure Schedule.

iii. The Canadian Contracts

PLEASE BE FURTHER ADVISED that consents to assign Canadian Contracts to the Stalking Horse Purchaser or to an Alternative Purchaser, as applicable, must be provided as soon as possible and in any event by no later than **January 25, 2017 at 4:00 p.m.** (prevailing Eastern Time). Consent is confirmed by signing the acknowledgment 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

PLEASE BE FURTHER ADVISED that if your consent is not provided, the Debtors will seek orders of the Courts at the Sale Hearings pursuant to the CCAA and U.S. Code granting authority to assign the Canadian Contract in connection with a Sale Transaction. Please note that objections to the assignment and assumption of the Canadian Contract(s), if any, must be filed in the Canadian Court in accordance with the protocol specified in the section above titled "Filing a Cure Objection".

ii. General

PLEASE BE FURTHER ADVISED that the hearings with respect to Cure Objection(s) or objection(s) to the adequate assurance of future performance or any other factors listed in s. 11.3(3) of the CCAA, may be held (a) at the Sale Hearing, or (b) at such other date as the Courts may designate.

Acknowledgment of Consent to Assign
(Counterparties to Canadian Debtor contracts only)

[Counterparty name], in its capacity as party to the [the [Agreement Name]/agreements listed at Schedule "A"] (the "Contract"), hereby irrevocably consents to the assignment of the Contract:

(Please select one or both boxes. If this consent form is received and neither box above is checked, both boxes are deemed to have been checked).

- ☐ to the Stalking Horse Purchase
☐ to an Alternative Purchaser

This assignment remains subject to payment of or reserve for the Cure Amount and subject to approval by the Courts of the Sale Transaction. The assignment is subject to and effective upon Closing as contemplated by the Stalking Horse Agreement or an Alternative Purchase Agreement, as applicable. This consent is effective notwithstanding anything in the Contract to the contrary. It is further acknowledged that, notwithstanding this consent, the Contract may not be designated as an Assigned Contract pursuant to the Stalking Horse Agreement or an Alternative Purchase Agreement.

Dated: _____.

[Counterparty Name]

Per: _____
Name:
Title:

PLEASE BE FURTHER ADVISED that all requests for information concerning the Sale should be in writing and directed to US counsel to the Sellers at the address referenced below.

Dated: January 4, 2017
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Justin H. Rucki

Pauline K. Morgan (No. 3650)

Sean T. Greecher (No. 4484)

Justin H. Rucki (No. 5304)

Shane M. Reil (No. 6195)

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

Telephone: (302) 571-6600

Facsimile: (302) 571-1253

-and-

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP

Kelley A. Cornish

Alice Belisle Eaton

Claudia R. Tobler

Christopher Hopkins

1285 Avenue of the Americas,

New York, New York 10019

Telephone: (212) 373-3000

Facsimile: (212) 757-3990

*Co-Counsel to the Debtors and
Debtors in Possession*

Error!

Appendix “A”

(a) **The Debtors**, 100 Domain Dr., Exeter, New Hampshire 03885, Attention: Michael J. Wall, Esq. (Michael.Wall@bauer.com); (b) **US counsel to the Debtors**, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York, 10019, Attention: Kelley A. Cornish (kcornish@paulweiss.com) and Alice Eaton (aeaton@paulweiss.com); and Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attention: Pauline Morgan (pmorgan@ycst.com); (c) **Canadian counsel to the Debtors**, Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, ON, Canada M5L 1B9, Attention: Peter Howard (phoward@stikeman.com) and Jonah Mann (jmann@stikeman.com); (d) **Financial advisor to the Debtors**, Centerview Partners, 31 West 52nd Street New York, NY 10019, Attention: Marc Puntus (mpuntus@centerviewpartners.com); (e) **the Monitor**, Ernst & Young Inc., 222 Bay Street, Toronto, ON, M5K 1J7, Attention: Brian Denega (brian.m.denega@ca.ey.com); (f) **US counsel to the Monitor**, Allen & Overy LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attention: Ken Coleman (Ken.Coleman@AllenOvery.com); (g) **Canadian counsel to the Monitor**, Thornton Grout Finnigan LLP, 100 Wellington Street West, Suite 3200, Toronto, ON, M5K 1K7, Attention: Robert Thornton (rthornton@tgf.ca), D.J. Miller (djmiller@tgf.ca) and Rachel Bengino (rbengino@tgf.ca); (h) **U.S. counsel to the UCC**, Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, Attention: Andrew B. Eckstein (AEckstein@blankrome.com), Michael B. Schaedle (Schaedle@blankrome.com) and Stanley B. Tarr (tarr@blankrome.com); (i) **Canadian counsel to the UCC**, Cassels Brock & Blackwell LLP, 2100 Scotia Plaza, 40th King Street West, Toronto, ON M5H 3C2, Attn: Ryan C. Jacobs (rjacobs@casselsbrock.com) and Natalie E. Levine (nlevine@casselsbrock.com); (j) **financial advisor to the UCC**, Province Inc., 2360 Corporate Circle, Suite 330, Henderson, N.V. 89074, Attention: Paul Huygens (phuygens@provincefirm.com) and Peter Kravitz (pkravitz@provincefirm.com); (k) **U.S. counsel to the Stalking Horse Purchaser**, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, N.Y. 10022, Attention Christopher J. Marcus; (l) **U.S. local counsel to the Stalking Horse Purchaser**, Klehr, Harrison, Harvey & Branzburg LLP, 919 N. Market Street, Suite 1000, Wilmington, DE 19801, Attention: Domenic E. Pacitti; (m) **Canadian counsel to the Stalking Horse Purchaser**, Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l., 1 Place Ville Marie, Bureau 3000, Montréal (Québec) H3B 4N8, Attention Bernard Boucher; (n) **financial advisors to the Stalking Horse Purchaser**, Rothschild & Co., 1251 Avenue of the Americas, 33rd floor, New York, N.Y. 10020, Attention: Neil Augustine; and BDT Capital Partners, LLC, 401 North Michigan, Suite 3100, Chicago, IL 60611, Attention: John Gilligan; (o) **U.S. counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Choate Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com) and Douglas R. Gooding (dgooding@choate.com); (p) **Canadian counsel to Bank of America, N.A., in its capacity as Prepetition ABL Agent and ABL DIP Agent**, Norton Rose Fulbright, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario M5J 2Z4, Canada, Attn: David M.A. Amato (david.amato@nortonrosefulbright.com) and Serge Levy (serge.levy@nortonrosefulbright.com); (q) **U.S. counsel to the Equity Committee**, Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attention: Robert J. Stark (rstark@brownrudnick.com) and Steven B. Levine (slevine@brownrudnick.com); (r) **Canadian counsel to the Equity Committee**, McMillan LLP, Brookfield Place, Suite 4400, 181 Bay Street, Toronto, Ontario, Canada M5J 2T3, Attention: Andrew J.F. Kent (andrew.kent@mcmillan.ca); (s) **financial advisor to the Equity Committee**, Houlihan Lokey, Inc., 100 Crescent Ct., Suite 900, Dallas, TX 75201: Attention Adam L. Dunayer (ADunayer@HL.com) and Justin Zammit (JZammit@HL.com); and (t) the Successful Bidder if the Stalking Horse Purchaser is not the Successful Bidder.

Appendix “B”

Revised Cure Schedule

Error!

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	1099691 ONTARIO, INC. O/A THE SPORTS COMPANY ATTN: CHRIS GILMORE 208 WYECROFT ROAD, UNIT #20 OAKVILLE, ON L6K3T8 CANADA	Sales Agency Agreement plus Annex Dated 01/01/2016	\$0.00
Bauer Hockey, Inc.	1099691 ONTARIO, INC. O/A THE SPORTS COMPANY ATTN: CHRIS GILMORE 208 WYECROFT ROAD, UNIT #20 OAKVILLE, ON L6K3T8 CANADA	Sales Agency Agreement plus Annex Dated 01/01/2016	\$0.00
Performance Sports Group Ltd.	1493130 ONTARIO LIMITED C/O RIOCAN REAL ESTATE INVESTMENT TRUST 2300 YONGE ST SUITE 500 PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	Indemnity and Lease Guarantee Agreement Dated 02/19/2016	\$0.00
Bauer Hockey Retail Inc.	1493130 ONTARIO LIMITED C/O RIOCAN REAL ESTATE INVESTMENT TRUST 2300 YONGE ST SUITE 500 PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	Lease Agreement	\$0.00
Bauer Hockey, Inc.	1493130 ONTARIO LIMITED C/O RIOCAN REAL ESTATE INVESTMENT TRUST 2300 YONGE ST SUITE 500 PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	Lease Agreement Dated 2/19/2016	\$0.00
Easton Baseball / Softball Inc.	2ND TIME AROUND SPORTS; MANNY'S SPORTS; EVERY SPORT FOR LESS 453 ATWOOD AVENUE CRANSTON, RI 29202920	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	9300-2764 QUEBEC INC. 172 RIVIERE-A-SIMON ST-SAUVEUR, QUEBEC, J0R 1R7 CANADA	Guaranty of Lease Agreement Dated 03/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	9300-2764 QUEBEC INC. 172 RIVIERE-A-SIMON ST-SAUVEUR, QUEBEC, J0R 1R7 CANADA	Lease Agreement Dated 03/01/2015	\$0.00
Bauer Hockey, Inc.	AASONN LLC 184 SHUMAN BOULEVARD SUITE 530 NAPERVILLE, IL 60563	Master Service Agreement Dated 09/26/2014	\$190,642.50
Bauer Hockey, Inc.	AASONN LLC 184 SHUMAN BOULEVARD SUITE 530 NAPERVILLE, IL 60563	Statement of Work Dated 07/20/2015	
Performance Lacrosse Group Inc.	ABELLI, JENNA ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 05/02/2014	\$0.00
Easton Baseball / Softball Inc.	ACADEMY SPORTS, INC. 5370 RILEY LANE MURRAY, UT 84107	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ACE SPORTS INC. 311 MANZANITA ST. CAMARILLO, CA 93012	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ACTION MULTI-SPORTS 51 DE LA CITEE DES JEUNES, #114 VAUDREUIL DORION, QC J7V 8C1 CANADA	Product Supply Agreement Dated 03/02/2015	\$0.00
Bauer Hockey Corp.	ACTION MULTI-SPORTS 51 DE LA CITEE DES JEUNES, #114 VAUDREUIL DORION, QC J7V 8C1 CANADA	Team Program Contract Dated 08/19/2014	\$0.00
Performance Lacrosse Group Inc.	ADAMS, ANDREW ADDRESS ON FILE	Athlete Endorsement Agreement Dated 04/01/2016	\$0.00
Bauer Hockey, Inc.	ADAPCHAIN, INC. 275 FIRETHORNE DRIVE WEST CHESTER, PA 19382	Software License and Service Agreement Dated 09/30/2015 plus Amendments	\$1,282.50
Easton Baseball / Softball Corp.	ADDLON TRADING ATTN: STEVE LUMLEY 8 CONSTITUTION ROAD RYDE, NSW 2112 AUSTRIA	International Distributor Agreement Dated 01/01/2007	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	ADDLON TRADING CO. PTY. LTD. 8 CONSTITUTION ROAD RYDE, NSW 2112 AUSTRALIA	Marketing and Distribution Agreement and First Amendment Dated 11/01/2009 plus Amendments	\$0.00
Bauer Performance Sports Uniforms Corp.	ADECCO EMPLOYMENT SERVICE LIMITED LOCKBOX #146033 P.O. BOX 46033 POSTAL STATION "A" TORONTO, ON M5W 4K9 CANADA	Staffing Supplier Agreement Dated 02/25/2016	\$1,921.00
Bauer Hockey, Inc.	ADRIAN COLLEGE DEPARTMENT OF ATHLETICS 110 SOUTH MADISON STREET ADRIAN, MI 49221	Product Supply and Sponsorship Agreement Dated 05/01/2016	\$0.00
Bauer Hockey Corp.	ADVANCE TECHNOLOGY, INC 4 WASHINGTON AVENUE SCARBOROUGH, ME 04070-6834	Commercial Installation and Service Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	AGENCE HANNAH, INC. ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Easton Baseball / Softball Corp.	AGENCE PAT HANNAH INC. ADDRESS ON FILE	Independent Sales Rep Agreement Dated 09/05/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	AIA BASEBALL 651 TAYLOR DR. XENIA, OH 45385	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	AIG INSURANCE COMPANY OF CANADA 120 BREMMER BLVD. SUITE 2200 TORONTO, ON M5J 0A8 CANADA	Excess Liability Policy Dated 06/01/2016	\$0.00
Bauer Hockey Corp.	AIG INSURANCE COMPANY OF CANADA 120 BREMMER BOULEVARD SUITE 2200 TORONTO, ON M5J 0A8 CANADA	Group Insurance Contract Dated 06/01/2016	\$0.00
Bauer Hockey, Inc.	AIKINS, JUSTIN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 07/02/2014	\$0.00
Bauer Hockey, Inc.	AIKMAN, JAMES ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 01/09/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	AKAMAN, JAMES ADDRESS-ON FILE	Stock-Options-Grants	\$0.00
Bauer Hockey Corp.	AJAX MINOR HOCKEY ASSOCIATION SEAN GRIFFITHS DIRECTOR OF EQUIPMENT 75 CENTENNIAL ROAD AJAX, ON L1S 4S4 CANADA	Product Supply and Sponsorship Agreement Dated 03/03/2015	\$0.00
Easton Baseball / Softball Inc.	AKANA, JOHN ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Easton Baseball / Softball Inc.	AKRON FELT & CHENILLE MFG. CO. INC 1205 GEORGE WASHINGTON BLVD. AKRON, OH 44312	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	AKSPORTS, LLC - DBA TEAM SPORTS & PERFORMANCE APPAREL 6025 ROYAL LANE SUITE 126 DALLAS, TX 75230	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	AL ANDERSON'S SOURCE FOR SPORTS 208 AVENUE B SOUTH SASKATOON, SK S7M 1M4 CANADA	Team Program Contract Dated 05/01/2014	\$0.00
Bauer Hockey, Inc.	ALASKA ANCHORAGE ATTENTION: PROCUREMENT SERVICES 3211 PROVIDENCE DRIVE ULB SUITE 106 ANCHORAGE, AK 99508	Contract for Product Supply and Sponsorship Agreement Dated 06/01/2016	\$0.00
Bauer Hockey, Inc.	ALBANY ROAD-100 DOMAIN LLC C/O CITIZENS BANK 1 CITIZENS DR ROP 480 RIVERSIDE, RI 02915	Commercial Building Lease Dated 05/01/2011 plus Amendments	\$21,791.35
Bauer Hockey Corp.	ALEXANDER, GARNET ADDRESS ON FILE	Non-Compete Agreement Dated 10/08/2008	\$0.00
Performance Sports Group Ltd.	ALEXANDER, GARNET ADDRESS-ON FILE	Stock-Options-Grants	\$0.00
Easton Baseball / Softball Inc.	ALEXON INTERNATIONAL LIMITED 40 - 48 GUILDFORD STREET LUTON, LU1 2PB UNITED KINGDOM	Coexistence Agreement (Trademarks) Dated 06/15/2008	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
<u>Easton Baseball / Softball Inc.</u>	<u>ALIMED, INC.</u> <u>ATTN: JONATHAN BRETZ</u> <u>297 HIGH STREET</u> <u>DEDHAM, MA 02026</u>	<u>License Agreement Dated 10/1/2010</u>	<u>\$5,707.29</u>
Easton Baseball / Softball Inc.	ALL AMERICAN BASEBALL CENTER LLC 9100 COMMERCE CIRCLE TRAFFORD, PA 15085	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	ALL SPORTS A.S. ATTN: IGOR NOVOTNY PODEBRADSKA 541/29 PRAHA 9, 190 00 CZECH REPUBLIC	Marketing and Distribution Agreement Dated 01/01/2013 plus Amendments	\$0.00
Bauer Hockey Corp.	ALL SPORTS, A.S. PRAGUE 9 PODEBRADSKA 541/29 PRAGUE, 190 00 CZECH REPUBLIC	Marketing and Distribution Agreement Dated 01/01/2013 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	ALL STORE SPORTS CENTER, INC 1030 SANDRETTO DR STE D PRESCOTT, AZ 86305	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ALL-STAR TEES AND TROPHIES, LLC 1100 24TH AVENUE MERIDIAN, MS 39301	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ALMEGA SPORTS 2497 HIGHWAY 77 PANAMA CITY, FL 32405	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ALS SOURCE FOR SPORTS 3485 FAIRVIEW ST BURLINGTON, ON L7N 2R4 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Easton Baseball / Softball Inc.	AL'S SPORT SHOP 9250 MISSION GORGE ROAD SANTEE, CA 92071	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ASA 2801 NORTHEAST 50TH STREET OKLAHOMA CITY, OK 73111	Sponsorship Agreement Dated 01/01/2014 plus Amendments	<u>\$45,703.00</u> <u>20,833.34</u>

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	Continuing Guaranty	\$0.00
Bauer Performance Sports Uniforms <u>Easton Baseball / Softball Inc.</u>	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108 <u>AMATEUR SOFTBALL ASSOCIATION OF AMERICA 2801 NORTHEAST 50TH STREET OKLAHOMA CITY, OK 73111</u>	Freight & Buying <u>ASA Standard Bat Certification Mark License Agreement 2014 Dated 10/01/01/2014 Plus Addendums</u>	\$018,750.00
Easton Baseball / Softball Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	Fulfillment Agreement Dated 04/01/2016	\$0.00
Easton Baseball / Softball Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	Fulfillment Agreement Dated 04/01/2016	\$0.00
Easton Baseball / Softball Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	MDF/COOP Agreement #7416170 Dated 04/01/2015	\$0.00
Easton Baseball / Softball Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	MDF/COOP Agreement Dated 04/01/2016	\$0.00
Bauer Hockey, Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	Vendor Terms and Conditions	\$0.00
<u>Easton Baseball / Softball Inc.</u>	<u>AMERICAN AMATEUR BASEBALL CONGRESS ATTN: MR. RICHARD NEELY 100 W. BROADWAY FARMINGTON, MN 56001</u>	<u>Licensing Agreement Dated 1/1/2009</u>	<u>\$1,141.30</u>
Bauer Hockey, Inc.	ANDERSON, BYRAN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/04/2012	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	ANDERSON, JAMES ADDRESS-ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	ANDERSSON, JOAKIM ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	LEE, ANGEL ADDRESS-ON FILE	Confidentiality, Non-Compete Agreement Dated 12/11/2015	\$68.08
Easton Baseball / Softball Inc.	ANGRY AXE BASEBALL, INC. 1407 ARTESIA LN ROCKWALL, TX 75032-7039	Sponsorship Agreement Dated 12/01/2015	\$0.00
PSG Innovation Corp.	ANGUS, BRUCE ADDRESS ON FILE	Independent Contractor Agreement Dated 10/15/2015	\$0.00
Performance Sports Group Ltd.	ANGUS, BRUCE ADDRESS-ON FILE	Nonqualified Stock Option Award Agreement Dated 10/19/2015	\$0.00
Performance Sports Group Ltd.	ANGUS, BRUCE ADDRESS-ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	ANTHEM SPORTS LLC 2 EXTRCUSSION DR. PAWCATUCK, CT 06379	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	APL CO. PTE. LTD 16220 NORTH SCOTTSDALE ROAD-SUITE 300 SCOTTSDALE, AZ 85254	Service Contract Dated 05/01/2016	\$84,055.57
Bauer Hockey Corp.	APPLEONE EMPLOYMENT SERVICES UNIT 6 50 PAXMAN ROAD ETOBICOKE, ON M9C 1B7 CANADA	Temporary Services Contract Dated 10/05/2016 plus Amendments	\$0.00
Bauer Hockey, Inc.	ARAMARK REFRESHMENT SERVICES, LLC 234 BELLARDVALE STREET WILMINGTON, MA 01887	Customer Relationship Agreement Dated 03/23/2015	\$7,779.85
Easton Baseball / Softball Inc.	ARC SPORTS 5 PRODUCTION DR. BROOKFIELD, CT 06804	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ARENA SPORTS ENTERPRISES, LLC 3 FAIR AVE. HANOVER, PA 17331	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ARES 3704 LACON RD HILLIARD, OH 43026	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	ARIOTO, VALERIE ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 02/12/2016	\$0.00
Easton Baseball / Softball Inc.	ARKLAMISS SPORTS, LLC 1573 HWY 1 SOUTH GREENVILLE, MS 38701	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ART, DAVE ADDRESS ON FILE	Independent Contractor Agreement Dated 06/01/2014	\$0.00
Performance Sports Group Ltd.	ASKENBACK, FREDRIK ADDRESS ON FILE	Stock Options Grants	\$0.00
Performance Sports Group Ltd.	ASKUITY 119 SPADINA AVE - STE #400 TORONTO, ON M5V 2L1 CANADA	Askuity Point of Sale Service Order Dated 03/01/2015	\$0.00
Bauer Hockey Corp.	ASSELIN, FRANCOIS ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 11/30/2013	\$0.00
Easton Baseball / Softball Inc.	ATHLETIC SUPPLY, INC 1107 N. GRANT ODESSA, TX 79761	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ATHMEDICS INC. 937 FLOYD AVE. ROME, NY 13440	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ATHOL MURRAY COLLEGE OF NOTRE DAME ATTENTION: DEL PEDRICK, DIRECTOR OF HOCKEY MAIN ST. WILCOX, SK S0G 5E0 CANADA	Team Program Contract Dated 03/01/2014	\$0.00
Bauer Hockey, Inc.	ATLANTA PHOENIX HOCKEY CLUB JASON GREESON	2016 Uniform Service Agreement Dated 09/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	AUBURN UNIVERSITY INTERCOLLEGIATE ATHLETICS ATTN MISSY KENNEDY 311 INGRAM HALL AUBURN UNIVERSITY, AL 36849	Sponsorship Agreement Dated 01/01/2014	\$0.00
Bauer Hockey Corp.	AURORA MINOR HOCKEY ASSOCIATION 1 COMMUNITY CENTRE LANE AURORA, ON L4G 7B1 CANADA	Product and Supply Agreement Dated 10/16/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Performance Sports-Uniforms-Corp.	AURORA YOUTH SOCCER CLUB 75 MARY STREET, UNIT 3 AURORA, ON L4G 1G3 CANADA	Exclusive Uniform and Equipment Agreement Dated 01/04/2016	\$0.00
Bauer Hockey, Inc.	AUTOMATIC DATA PROCESSING, INC. ONE ADP BOULEVARD ROSELAND, NJ 07068	Major Account Services - Master Services Agreement Dated 06/17/2015 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	AVALANCHE INDUSTRIES, LLC 144 DIXON ST. SELBYVILLE, DE 19975	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	AVERY DENNISON SERVICE 1000 THORNTON ROAD S. UNIT A OSHAWA, ONTARIO, L1J 7E2 CANADA	Advantage Onsite Service Agreement Dated 02/01/2016	\$0.00
Easton Baseball / Softball Inc.	B & H BASEBALL VENTURES DBA D-BAT SAN ANTONIO NORTH 2250 CHIPLEY CIRCLE SAN ANTONIO, TX 78217	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BACKYARD UNIVERSITY, LLC 201 SOUTH CHARLES STREET RED LION, PA 17356	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BADGER, ROB ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	BAE, KIM & LEE ADDRESS ON FILE	Engagement for Legal Services Dated 08/03/2016	\$0.00
Bauer Hockey, Inc.	BAILUE, LINDA ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 10/06/2014	\$0.00
Easton Baseball / Softball Inc.	BAKER, BRYSON ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Performance Sports-Group Ltd.	BAKER, EVAN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	BALL HOCKEY INTERNATIONAL 39 DIVISION ST. (PO BOX 52) WELLAND, ONTARIO , L3B 3Z5 CANADA	Sponsorship Agreement Dated 01/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	BALL HOCKEY INTERNATIONAL ATTN: BRIAN BROLSY 16 MELBOURNE AVENUE ST. CATHARINE'S, ONTARIO, L2P 3J8 CANADA	Sponsorship Agreement	\$0.00
Easton Baseball / Softball Inc.	BALL, BATS & GLOVES LLC 1416 MILLPOND RD. CONWAY, SC 29527	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd. <u>Bauer Hockey, Inc.</u>	BANTON, LORRAINE ADDRESS ON FILE <u>BANC OF AMERICA LEASING & CAPITAL, LLC</u> ATTN: VENDOR FINANCE DIVISION 135 S. LASALLE STREET- 10TH FLOOR CHICAGO, IL 60603	Stock Options Grants <u>Supplements No. 4 and 6 to Master Lease Agreement No. 13838 Dated 07/31/2014</u>	\$0.00
Bauer Hockey, Inc.	BARBER, BROOKS ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 07/06/2016	\$0.00
Bauer Hockey, Inc.	BARBERIO, MARK ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	BARLO SIGNS 158 GREENLY STREET ST. HUDSON , NH 03051	Signage Contract Dated 08/03/2016	\$0.00
Performance Sports Group Ltd.	BARSA, KARYA ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	BASEBALL PLUS 145 MILBAR BLVD FAMINGDALE, NY 11735	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BASES LOADED SPORTS, LLC 609 N. MAIN ST. MOORESVILLE, NC 28115	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BASS ENTERPRISES, INC DBA PLAY IT AGAIN SPORTS 6124 NORTHWEST HWY CRYSTAL RIVER, IL 60014	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	BASS, ANGELA ADDRESS ON FILE	Cash Incentive Agreement Dated 08/29/2016	\$0.00
Bauer Hockey, Inc.	BASS, ANGELA ADDRESS ON FILE	Employment Agreement Dated 01/09/2012	\$0.00
Performance Sports Group Ltd.	BASS, ANGELA ADDRESS ON FILE	Stock Options Grants	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
BPS Canada Intermediate Corp.	BAUER HOCKEY CORP. 100 DOMAIN DRIVE EXETER, NH 03833	Currency Denomination Agreement Dated 11/30/2015	\$0.00
Bauer Hockey Corp.	BAUER PERFORMANCE SPORTS LTD. 100 DOMAIN DRIVE EXETER, NH 03833	Loan Agreement Dated 04/15/2014	\$0.00
Bauer Hockey Corp.	BAUER PERFORMANCE SPORTS LTD. 100 DOMAIN DRIVE EXETER, NH 03833	Loan Agreement Dated 04/15/2014	\$0.00
Easton Baseball / Softball Inc.	BAZAARVOICE, INC. 3900 N. CAPITAL OF TEXAS HIGHWAY SUITE 300 ATTN: LEGAL AUSTIN , TX 78746	Early Renewal Amendment Dated 02/10/2016	\$0.00
Easton Baseball / Softball Inc.	BAZAARVOICE, INC. 3900 N. CAPITAL OF TEXAS HIGHWAY SUITE 300 ATTN: LEGAL AUSTIN , TX 78746	Master Agreement	\$0.00
Easton Baseball / Softball Inc.	BAZAT, KEVIN ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	BB ACADEMY, LLC 801 NW 122 ND OKLAHOMA CITY, OK 73114	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BCGP TRAINING FACILITY, LLC 7455 SEYMOUR HWY WICHITA FALLS, TX 76310	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BEAMER, DANIEL ADDRESS ON FILE	Offer to Amend Employment Agreement for Dan Beamer Dated 06/01/2015	\$0.00
Performance Sports Group Ltd.	BEAMER, DANIEL ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	BEAMER, SETH ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 04/25/2016	\$0.00
Bauer Hockey, Inc.	BEAULIEU, NATHAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	BEAUREGARD, MARCO ADDRESS ON FILE	Non-Compete, Non-Solicitation & Confidentiality Agreement Dated 10/01/2011	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	BEDARD, MICHAEL ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 03/18/2013	\$0.00
Bauer Hockey, Inc.	BELLAMY, KACEY ADDRESS ON FILE	Endorsement Agreement Dated 06/01/2016	\$0.00
Bauer Performance Sports Uniforms Corp.	BELLE RIVER SOCCER CLUB 143 WALSTEDT WAY ATTN: GREG STRACHUK WINDSOR, ON N0R 1A0 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	BELLINGER, RICH VAN ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Easton Baseball / Softball Inc.	BELL'S SPORTING GOODS, INC 4313 JOHNSTON ST. LAFAYETTE, LA 70503	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BENEFITFOCUS 100 BENEFITFOCUS WAY CHARLESTON, SC 29492	Client Services Agreement Dated 08/15/2014	\$3,632.66
Easton Baseball / Softball Inc.	BENSON, ERNIE ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$0.00
Bauer Hockey Corp.	BERGERON, JOEL ADDRESS ON FILE	Non-Compete Agreement	\$0.00
Performance Lacrosse Group Inc.	BERNHARDT, JESSE ADDRESS ON FILE	Athlete Endorsement Agreement Dated 04/01/2016	\$0.00
Bauer Hockey Corp.	BERTRAND, JACQUELINE ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 10/01/2011	\$0.00
Easton Baseball / Softball Inc.	BETTER BASEBALL LLC 132 CARRUTH DRIVE SE MARIETTA, GA 30060	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	BHATT, DILIP ADDRESS ON FILE	Termination Notice Dated 08/02/2016	\$0.00
Bauer Hockey, Inc.	BIBEAU SPORTS SALES, INC. ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013 plus Amendments	\$2,579.71
Bauer Hockey, Inc.	BICKELL, BRYAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	BIDAL, JEAN-MARIE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/01/2011	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	BILL'S SKATE SHOP 22446 LOUGHEED HWY MAPLE RIDGE, BC V2X2T6 CANADA	Product and Supply Agreement Dated 08/23/2015	\$0.00
Bauer Hockey, Inc.	BILLTRUST 100 AMERICAN METRO BLVD SUITE 150 HAMILTON , NJ 08619	Billing Service Agreement Dated 10/31/2011	\$12,755.35
Bauer Hockey Corp.	BIN HAYIZ SPORTS, DRESSES & EQUIPMENT TRADING AIRPORT ROAD BUILDING NO 467 MEZZANINE FLOOR 102 ABU DHABI, UNITED ARAB EMIRATES	Marketing and Distribution Agreement and First Amendment Dated 01/01/2006 plus Amendments	\$0.00
Bauer Hockey Corp.	BIN HAYIZ SPORTS, DRESSES & TRADING AIRPORT ROAD BUILDING NO. 467 MEZZANINE FLOOR 102 ABU DHABI, UNITED ARAB EMIRATES	First Amendment to Marketing and Distribution Agreement Dated 01/01/2009 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	BINGHAMTON UNIVERSITY 4400 VESTAL PARKWAY EAST BINGHAMTON, NY 13902	University Sponsorship Dated 08/10/2016	\$0.00
Bauer Hockey, Inc.	BIONDICH, DR. PAUL ADDRESS ON FILE	Licensing Agreement Dated 04/01/2003	\$980.00 <u>\$933.99</u>
Bauer Hockey Corp.	BIRD, JASON ADDRESS ON FILE	Non-Compete Agreement Dated 10/09/2008	\$0.00
Performance Sports Group Ltd.	BISOGNANI, LESLIE ADDRESS ON FILE	Stock Options Grants	\$0.00
Performance Lacrosse Group Inc.	BITTER, JAMES ADDRESS ON FILE	Athlete Agreement Dated 05/29/2015	\$833.34
Bauer Hockey Corp.	BIURO HANDLOWE BARTEX BARTOSZ GRALINSKI UK FOJKISA 6/1 41-703 RUDA SLASKA, POLAND	Marketing and Distribution Agreement Dated 01/01/2006 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	BLACKFALDS MINOR HOCKEY ASSOCIATION BOX 531 BLACKFALDS, AB T0M 0J0 CANADA	Product and Supply Agreement Dated 08/08/2014	\$0.00
Bauer Hockey Corp.	BLACKFOOT MINOR HOCKEY ASSOCIATION CHRIS RESYNYK, PRESIDENT 240 - 90TH AVE. S.E. CALGARY, AB T2J 6P6 CANADA	Product and Supply Agreement Dated 11/07/2014	\$0.00
Performance Sports Group Ltd.	BLACKLINE 21300 VICTORY BLVD, 12TH FLOOR WOODLAND HILLS, CA 91367	Blackline Order Form Dated 10/26/2015	\$230.14
Easton Baseball / Softball Inc.	BLAKEY, JASON ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Bauer Hockey, Inc.	BLANTON, COREEN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 11/20/2014	\$0.00
Bauer Hockey Corp.	BLAUER MANUFACTURING COMPANY, INC 20 ABERDEEN STREET BOSTON, MA 02215	Addendum to Prior Rights Agreement Dated 01/26/2010	\$0.00
Bauer Hockey, Inc.	BLAUER MANUFACTURING COMPANY, INC 20 ABERDEEN STREET BOSTON, MA 02215	Prior Rights Agreement Dated 04/09/2004	\$0.00
Bauer Hockey Corp.	BLAUER MANUFACTURING COMPANY, INC. 20 ABERDEEN STREET BOSTON, MA 02215	Lease Agreement Dated 04/17/2014 plus Amendments	\$0.00
Bauer Hockey Corp.	BLOMHA RICK DAWSON 3455 FAIRVIEW ST. BURLINGTON, ON L7N 2R4 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Bauer Hockey, Inc.	BLUE RIDGE INTERNET MONITORING COMPANY, LLC 103 HIGHRIDGE ROAD ATTN: NICOLE PORTER FRONT ROYAL , VA 22630	Internet Monitoring Agreement Dated 07/10/2014	\$13,354.84
Easton Baseball / Softball Inc.	BLUE RIDGE INTERNET MONITORING COMPANY, LLC 103 HIGHRIDGE RD. ATTN: NICOLE PORTER, PRESIDENT FRONT ROYAL, VA 22630	Master Services Agreement Dated 02/11/2015	

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	BLUE RIDGE INTERNET MONITORING COMPNAY, LLC 103 HIGHRIIDGE RD FRONT ROYAL, VA 226301	Authorization to Represent IP Rights Owner Dated 02/11/2015	
Easton Baseball / Softball Inc.	BLUE RIDGE MONITORING COMPANY LLC 103 HIGHRIIDGE RD. FRONT ROYAL, VA 22630	Statement of Work No. 2 Dated 02/11/2015	
Bauer Hockey, Inc.	BOARD OF TRUSTEES FOR WESTERN MICHIGAN UNIVERSITY DIVISION OF INTERCOLLEGIATE ATHLETICS 1903 WEST MICHIGAN AVENUE KALAMAZOO, MI 49008	Product Supply and Sponsorship Agreement Dated 05/31/2016	\$0.00
Performance Lacrosse Group Inc.	BOCKLET, CASEY ADDRESS ON FILE	Athlete Endorsement Agreement Dated 06/01/2015	\$483.87
Bauer Hockey, Inc.	BOLLIG, BRANDON ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	BONITATIBUS, JUSTIN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/25/2014	\$0.00
Bauer Hockey Corp.	BONNY COMPOSITE TECH LIMITED NO. 199 FENGXIANG EAST ROAD WUTONG STREET TONGXIANG CITY, ZHEJIANG PROVINCE , CHINA	Assignment Dated 06/30/2015	\$0.00
Bauer Hockey Corp.	BONNY WORLDWIDE LTD. ATTN: HARRISON HSU PO BOX 309 UGLAND HOUSE GRAND CAYMAN , KYI-1104 CAYMAN ISLANDS	Manufacturing Agreement Dated 09/10/2015	\$0.00
Easton Baseball / Softball Inc.	BOOBY WOODS PRODUCTIONS, LLC 109 MONROE LN. EGG HARBOR CITY, NJ 08234	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BOOTH, CALLUM ADDRESS ON FILE	Endorsement Agreement Dated 06/01/2015	\$0.00
Easton Baseball / Softball Inc.	BOSTON COLLEGE ATTN ANDREW ZAGORIANAKOS 140 COMMONWEALTH AVE CHESTNUT HILL, MA 02467	Sponsorship Agreement Dated 08/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	BOULAY, MARTIN ADDRESS ON FILE	Le Present Document Constitue Une Entente de non-concurrence	\$0.00
Bauer Hockey Corp.	BOULTON & SONS REPLAY SPORTS 180 PARSONS ROAD, UNIT 5 ALLISTON, ON L9R 1E8 CANADA	Team Program Contract Dated 04/14/2014	\$0.00
Bauer Hockey, Inc.	BOWEN, CHRISTOPHER ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00
Bauer Performance Sports Uniforms Corp.	BOWMANVILLE UNITED-SG 2375 BASELINE RD-W. ATTN: JOANNE LAWSON BOWMANVILLE, ON L1C 3K3 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 12/01/2014	\$0.00
Easton Baseball / Softball Inc.	BOYD, MIKE ADDRESS ON FILE	Independent Sales Rep Agreement Dated 03/31/2016	\$0.00
Bauer Hockey, Inc.	BOZON, TIM ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	BPS GREENLAND CORP. 100 DOMAIN DRIVE EXETER, NH 03833	Loan Agreement Dated 04/15/2014	\$0.00
BPS US Holdings Inc.	BPS GREENLAND INC. 100 DOMAIN DRIVE EXETER, NH 03833	Loan Agreement Dated 04/15/2014	\$0.00
Bauer Hockey Corp.	BPS LUXEMBOURG S.A.R.L. 100 DOMAIN DRIVE EXETER, NH 03833	Loan Agreement Dated 04/15/2014	\$0.00
BPS US Holdings Inc.	BPS LUXEMBOURG S.A.R.L. 100 DOMAIN DRIVE EXETER, NH 03833	Loan Agreement Dated 04/15/2014	\$0.00
BPS US Holdings Inc.	BPS LUXEMBOURG S.A.R.L. 100 DOMAIN DRIVE EXETER, NH 03833	Loan Agreement Dated 05/23/2014	\$0.00
BPS US Holdings Inc.	BPS LUXEMBOURG S.A.R.L. 100 DOMAIN DRIVE EXETER, NH 03833	Loan Agreement Dated 11/25/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	BRAMPTON HOCKEY INC. 8950 MCLAUGHLIN RD, BUILDING D BRAMPTON , ON L6Y5T1 CANADA	Product and Supply Agreement Dated 08/15/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	BRAMS UNITED GIRLS SOCCER CLUB 8950 MCLAUGHLIN ROAD SOUTH ATTN: RICK MCLEOD BRAMPTON, ON L6Y 5T1 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	BRANDON SOURCE FOR SPORTS 2025 BRANDON AVE BRANDON, MB R7B 4E5 CANADA	Team Program Contract Dated 06/01/2014	\$0.00
Bauer Hockey Corp.	BRESLIN, HENRY ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 08/01/2015	\$0.00
Bauer Hockey, Inc.	BRETTON, DANIEL ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 05/07/2014	\$0.00
Performance Sports Group Ltd.	BRETTON, DANIEL ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	BRG SPORTS, INC 5550 SCOTT'S VALLEY DR SCOTT'S VALLEY, CA 95066	Easton/BRG Agreement Dated 07/15/2015	\$0.00
Easton Baseball / Softball Inc.	BRIGHTEDGE 999 BAKER WAY SUITE 500 SAN MATEO, CA 94404	BrightEdge Master Subscription Agreement Dated 02/27/2013	\$5,000.01
Bauer Hockey Corp.	BRITT, LEE ADDRESS ON FILE	Non-Compete Agreement Dated 06/09/2010	\$0.00
Bauer Hockey Corp.	BRODIE, IAN ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 01/24/2012	\$0.00
Easton Baseball / Softball Inc.	BRONTO SOFTWARE, LLC WASHINGTON BUILDING 324 BLACKWELL STREET SUITE 410 DURHAM, NC 27701	Bronton Subscription Services Agreement Dated 03/16/2016	\$5,781.25

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Lacrosse Group Inc.	BROWN UNIVERSITY ATTN: LARS TIFFANY 235 HOPE STREET BOX 1932 PROVIDENCE, RI 02912	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	BROWN, CONNOR ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	BRUCE, TJ ADDRESS ON FILE	Sponsorship Agreement Dated 02/09/2016	\$0.00
Easton Baseball / Softball Inc.	BRUEGGE, CHRIS ADDRESS ON FILE	Independent Sales Rep Agreement Dated 06/01/2015	\$0.00
Performance Lacrosse Group Inc.	BRUNDAGE, MICHELLE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 11/26/2012	\$0.00
Bauer Hockey, Inc.	BRYANT, JESSICA ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 01/27/2016	\$0.00
Performance Lacrosse Group Inc.	BUCKNELL UNIVERSITY KENNETH LANGONE ATHLETICS & RECREATION CENTER MOORE AVENUE LEWISBURG, PA 17837	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	BUCKNER'S SOURCE FOR SPORTS ATTENTION: DOUG THOMPSON, PRESIDENT 474 MAIN ST W PORT COLBOURNE, ON L3K 3W1 CANADA	Team Program Contract Dated 02/26/2015	\$0.00
Easton Baseball / Softball Inc.	BUCKS SPORTING GOODS 4324 SW 45TH AMARILLO, TX 79109	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BURD & BEEK, INC DBA PLAY IT AGAIN SPORTS 993 MANSELL RD. #A ROSWELL, GA 30076	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BURKHOLDER, DAVID ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 02/01/2016	\$0.00
Performance Sports Group Ltd.	BURLINGTON CROSSROADS, LLC C/O EDENS LIMITED PARTNERSHIP ATTN: LEGAL DEPARTMENT 4221 MAIN STREET SUITE 1000 COLUMBIA, SC 29201	Guaranty of Shopping Center Lease Dated 11/12/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Retail Inc.	BURLINGTON CROSSROADS, LLC C/O EDENS LIMITED PARTNERSHIP ATTN: LEGAL DEPARTMENT 1221 MAIN STREET SUITE 1000 COLUMBIA, SC 29201	Shopping Center Lease Dated 11/12/2014	\$0.00 <u>1,219.09</u>
Bauer Hockey Corp.	BURLINGTON GIRLS HOCKEY CLUB BARB ROCKX PRESIDENT 3466 MAINWAY DRIVE BURLINGTON, ON L7M 1A8 CANADA	Product and Supply Agreement Dated 04/21/2014	\$0.00
Easton Baseball / Softball Inc.	BURROUGHS, LANE ADDRESS ON FILE	Sponsorship Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	BUSH WELLS SPORTING GOODS CORPORATION 500 S. CENTER CASPER, WY 82601	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BUSI, SRAVANI ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 05/19/2016	\$0.00
Easton Baseball / Softball Inc.	C & C SPORTING GOODS 502 ALFRED DRIVE COPERRAS COVE, TX 76522	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	C & M SPORTING GOODS, INC 158 WESTGATE PARKWAY DOTHAN, AL 36303	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	C3 CREATIVE COMMUNITY CONNECTIONS, LLC 59 STATE STREET NEWBURYPORT , MA 01950	Gathering Services Retainer Agreement Dated 06/01/2016	\$0.00
BPS Diamond Sports Corp.	CA SPORTS 1919 YGNACIO VALLEY RD. #22 ATTN: WONPYO WALNUT CREEK, CA 94598	Amended and Restated Distribution Agreement Dated 06/01/2014	\$0.00
BPS Diamond Sports Inc.	CA SPORTS 1919 YGNACIO VALLEY RD. #22 ATTN: WONPYO WALNUT CREEK, CA 94598	Amended and Restated Distribution Agreement Dated 06/01/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	CAFE EXPERT 1370 DE COULOMB SUITE 102 BOUCHERVILLE , QC J4B 7J? CANADA	Service Agreement Dated 01/16/2015	\$1,099.02
Performance Lacrosse Group Inc.	CAIN, DAVID ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 09/17/2012	\$0.00
Easton Baseball / Softball Inc.	CAIRA'S CAGES LLC 15202 CENTRAL AVE CHINO, CA 91710	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	CALGARY BUFFALO HOCKEY ASSOCIATION CAROLYN FORREST, EQUIPMENT COORDINATOR 240 90 AVE SE CALGARY, AB T2J 6P6 CANADA	Product and Supply Agreement Dated 10/21/2014	\$0.00
Bauer Hockey Corp.	CALGARY NORTHSTARS HOCKEY PO BOX 54022 RPO VILLAGE SQUARE CALGARY, AB T1Y 6S6 CANADA	Product and Supply Agreement Dated 12/17/2013	\$0.00
Bauer Hockey Corp.	CALIFORNIA HEAT ANDEW GOLDSTEIN PO BOX 80653 SANTA CLARITA, CA 91380	Product and Supply Agreement Dated 05/21/2015	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO ATTN: JENNY CONDON CAL POLY ATHLETICS MOTT GYM 1 GRAND AVENUE SAN LUIS OBISPO, CA 93407-0388	Sponsorship Agreement Dated 08/01/2014	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, FRESNO FRESNO ATHLETICS CORPORATION 5305 NORTH CAMPUS DRIVE N627 FRESNO , CA 93740	Sponsorship Agreement Dated 01/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, FRESNO FRESNO ATHLETICS CORPORATION 5305 N. CAMPUS DRIVE N627 FRESNO, CA 93740	Agreement Between California State University, Fresno and Easton Sports, Inc. Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, FULLERTON 2600 E. NUTWOOD AVENUE SUITE 300 ATTN: SALLY YASSINE FULLERTON, CA 92831	Sponsorship Agreement No. F12-02 Dated 10/15/2013 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, FULLERTON C/O RICHARD DEAN VANDERHOOK 5872 RICH HILL WAY YORBA LINDA, CA 92886	Coach Agreement Dated 01/01/2012	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, NORTHRIDGE DEBORAH FLUGUM MANAGER, PURCHASING & CONTRACT ADMINISTRATION 18111 NORDHOFF STREET NORTHRIDGE, CA 91330-8231	Agreement Between California State University, Northridge and Easton Sports, Inc. Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	CAMBRIDGE WINTERHAWKS JUNIOR HOCKEY CLUB PAUL WILLIAMSON CFO 314 DARRELL DRIVE AYR, ON NOB 1E0 CANADA	2016 Uniform Service Agreement Dated 04/01/2016	\$0.00
Bauer Hockey Corp.	CAMBRIDGE WINTERHAWKS JUNIOR HOCKEY CLUB PAUL WILLIAMSON CFO 314 DARRELL DRIVE AYR, ON NOB 1E0 CANADA	Product and Supply Agreement Dated 05/21/2014	\$0.00
Bauer Hockey Corp.	CAMBRIDGE MINOR HOCKEY ASSOCIATION SEAN MCGINNIS CMHA EQUIPMENT MANAGER 98 SHADE ST. CAMBRIDGE, ON N1R 5V5 CANADA	2016 Uniform Service Agreement Dated 04/01/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	CAMPISI, SANDRA ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 11/25/2015	\$0.00
Bauer Hockey Corp.	CANADA COWBOYS EUROPEAN TOUR 200-1660 PASQUA ST REGINA, SK S4T 1A7 CANADA	Product and Supply Agreement Dated 03/01/2013	\$0.00
Bauer Hockey Corp.	CANADIAN HOCKEY ASSOCIATION 2424 UNIVERSITY DRIVE N.W. CALGARY, AB T2N 3Y9 CANADA	International Marketing Partner Sponsorship Agreement Dated 07/01/2010	\$0.00
Bauer Hockey Corp.	CANADIAN HOCKEY LEAGUE 305 MILNER AVENUE, SUITE 201 TORONTO, ON M1B 3V4 CANADA	Hockey Equipment Supply and Sponsorship Agreement Dated 06/01/2016 plus Amendments	\$0.00
Bauer Hockey Corp.	CANADIAN STANDARDS ASSOCIATION O/A CSA INTERNATIONAL 178 REXDALE BOULEVARD TORONTO, ON M9W 1R3 CANADA	Product Service Agreement Dated 11/18/2008	\$0.00
Bauer Hockey Corp.	CANADIAN TIRE CORPORATION 2180 YONGE STREET TORONTO, ON M4S 2B9 CANADA	Purchase Agreement Dated 07/30/2015	\$0.00
Bauer Hockey, Inc.	CAPGEMINI US LLC 45 BARLETT STREET ATTN JAMES FEENEY MARLBOROUGH, MA 01752	Amendment No. 3 Dated 09/29/2014 plus Amendments	\$148,020.98
Bauer Hockey, Inc.	CAPGEMINI US LLC 45 BARLETT STREET ATTN JAMES FEENEY MARLBOROUGH, MA 01752	Master Service Agreement Dated 09/29/2008 plus Amendments	
Bauer Hockey, Inc.	CAPGEMINI US LLC 45 BARLETT STREET ATTN JAMES FEENEY MARLBOROUGH, MA 01752	Statement of Work, IT Services and Lease Dated 09/01/2016 plus Amendments	
<u>Bauer Hockey, Inc.</u>	<u>CAPGEMINI U.S. LLC</u> <u>45 BARTLETT STREET</u> <u>MARLBOROUGH, MA 01752</u>	<u>Co-Location Provider Consent And Waiver</u> <u>Dated 09/25/2013</u>	

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Lacrosse Group Inc.	CARCATERRA, PAUL ADDRESS ON FILE	Employment Agreement Dated 07/07/2012	\$0.00
Performance Sports Group Ltd.	CARCATERRA, PAUL ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	CARDINALS SPORTS CENTER 6524 SLIDE RD. LUBBOCK, TX 79424	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	CARON, JORDAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	CASCADES AAA DE BOIS-FRANCS CLERMONT NOLET, PRESIDENT 47 RANG MATHIEU VICTORIAVILLE, QC G6R 0X4 CANADA	Product and Supply Agreement Dated 03/06/2014	\$0.00
Bauer Hockey, Inc.	CASHMAN, KENNETH ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/05/2013	\$0.00
Bauer Hockey, Inc.	GBIZ TOFIAS 500 BOYLSTON STREET BOSTON, MA 02116 CATHAY REAL ESTATE DEVELOPMENT CO., LTD. ATTN: GENERAL MANAGER 2F, NO. 218 TUN-HWA SOUTH ROAD SEC. 2 UNIFORM NO.: 03374306 TAIPEI, TAIWAN	Tax Services Lease Agreement -Dated 10/26/2015 05/16/2013	\$1,2250.00
BPS Diamond Sports Inc.	GBIZ TOFIAS 500 BOYLSTON STREET BOSTON, MA 02116	Tax Services Agreement -Dated 10/26/2015	
BPS US Holdings Inc.	GBIZ TOFIAS 500 BOYLSTON STREET BOSTON, MA 02116	Tax Services Agreement -Dated 10/26/2015	
Easton Baseball / Softball Inc.	GBIZ TOFIAS 500 BOYLSTON STREET BOSTON, MA 02116	Tax Services Agreement -Dated 10/26/2015	

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	CDB MECHANICAL 134 HALL STREET G-1 CONCORD , NH 03301	Quality Assurance Coverage Dated 02/05/2016	\$0.00
Easton Baseball / Softball Inc.	CEN-TEX SPORTING GOODS LLC 10435 BURNET RD STE 100 AUSTIN, TX 78758	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	CENTRE EXCELLENCE HOCKEY MATTHIEU THIBODEAU 655 BLVD. PIERRE-BERTRAND QUEBEC, QC G1M 2E4 CANADA	2016 Uniform Service Agreement Dated 04/12/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	CENTURY SPORTS, INC 115 E MCMURRAY ROAD MCMURRAY, PA 15317	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	CG SPORTS, INC 80 GOLDEN HEATHER CHAPEL HILL, NC 27517	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	CHALIFOUX, STEPHAN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 02/23/2009	\$0.00
Bauer Hockey Corp.	CHAMBERT, MARTIN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/03/2016	\$0.00
Bauer Hockey Corp.	CHAMPAGNE, GAETAN ADDRESS ON FILE	Non-Compete Agreement Dated 08/26/2004	\$0.00
Performance Sports Group Ltd.	CHAMPAGNE, GAETAN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Performance Lacrosse Group Inc.	CHANENCHUCK, MIKE ADDRESS ON FILE	Athlete Agreement Dated 06/11/2014	\$416.67
Easton Baseball / Softball Inc.	CHARLESTON SOUTHERN UNIVERSITY ATTN: SHANE WINKLER 9200 UNIVERSITY BLVD. CHARLESTON, SC 29423	Sponsorship Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	CHARLESTON SOUTHERN UNIVERSITY ATTN: SHANE WINKLER 9200 UNIVERSITY BLVD. CHARLESTON, SC 29423	Sponsorship Agreement Dated 01/01/2015	\$0.00
Performance Sports Group Ltd.	CHAUVIN, DEWEY ADDRESS ON FILE	Stock Options-Grants	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	CHERRY, BRIANNA ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
BPS Diamond Sports Inc.	CHERRY, BRIANNA ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
Easton Baseball / Softball Inc.	CHIPPEWA VALLEY SPORTING GOODS (BLANK) 1315 S. HASTINGS WAY EAU CLAIRE, WI 54701	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	CHMELIK, MICHAEL ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 03/17/2015	\$0.00
Bauer Hockey, Inc.	CHUA, AUGUSTUS ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 06/21/2016	\$0.00
Easton Baseball / Softball Inc.	CINTAS CORPORATION PO BOX 631025 CINCINNATI, OH 45263-1025	ReviveR View Service Agreement Dated 07/29/2016	\$6,347.42
Bauer Hockey, Inc.	CITIZENS BUSINESS CAPITAL 28 STATE STREET BOSTON, MA 02109	Subordination Agreement Dated 07/18/2016	\$0.00
Easton Baseball / Softball Inc.	CLARK, TRAVIS ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00
Bauer Hockey, Inc.	CLARKSON UNIVERSITY DEPARTMENT OF ATHLETICS ALUMNI GYM PO BOX 5830 POTSDAM, NY 13699	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Performance Lacrosse Group Inc.	CLASS, DEEMER ADDRESS ON FILE	Athlete Agreement Dated 06/15/2016	\$0.00
Easton Baseball / Softball Inc.	CMM, INC DBA PLAY IT AGAIN SPORTS 1270 BOWER PARKWAY, SUITE C-8 COLUMBIA, SC 29212	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	COACHES CORNER LLC 1206 N HWY 81 STE DUNCAN, OK 74533	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	COACHES CORNER LLC 1206 N HWY 81 SUITE 3 DUNCAN, OK 73533	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	COASTAL CAROLINA UNIVERSITY ATTN: GARY GILMORE 100 CHANTICLEER DR E CONWAY, SC 29528	Sponsorship Agreement Dated 01/01/2017	\$0.00
Bauer Performance Sports Uniforms Corp.	GOBOURG-SC 700 D'ARCY ST. ATTN: YVONNE DEGRAAFF GOBOURG, ON K9A 5T3 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	COCONA INC. ATTN: DUNCAN EDWARDS, GENERAL COUNSEL 5480 VALMONT ROAD SUITE 300 BOULDER, CO 80301	License and Supply Agreement Dated 09/02/2015	\$ 0 24,270.00
Bauer Hockey Corp.	COCONA, INC. ATTENTION: JEFF BOWMAN 2100 PEARL STREET BOULDER, CO 80302	Common Stock Purchase Agreement Dated 09/02/2015	\$0.00
BPS Diamond Sports Inc.	GOE, PERKINS 1-EAST MAIN STREET SUITE 201 MADISON, WI 53703	Representation Agreement Dated 12/19/2014	\$0.00
Easton Baseball / Softball Inc.	GOE, PERKINS 1-EAST MAIN STREET, SUITE 201 MADISON, WI 53703	Legal Representation Agreement Dated 04/15/2014	\$0.00
Performance Sports Group Ltd.	GOE, PERKINS ONE EAST MAIN STREET, SUITE 201 MADISON, WI 53703	Legal Representation Agreement Dated 04/20/2015	\$0.00
Bauer Hockey Corp.	COLD LAKE MINOR HOCKEY COLD LAKE BUSINESS CENTRE UNIT #207 4910-50TH AVENUE 2ND FLOOR COLD LAKE SOUTH, AB T9M 0G1 CANADA	Product and Supply Agreement Dated 07/04/2014	\$0.00
Bauer Hockey, Inc.	COLGATE UNIVERSITY DEPARTMENT OF ATHLETICS 13 OAK DRIVE HAMILTON, NY 13346	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Lacrosse Group Inc.	COLGATE UNIVERSITY 13 OAK DRIVE HAMILTON, NY 13346	University Sponsorship Agreement Dated 06/01/2014	\$0.00
Bauer Hockey, Inc.	COLISEE DE LAVAL 9094-8498 QUEBEC INC. 1110 DESNOYERS LAVAL, QUEBEC, H7C-1Y5 CANADA	Service Contract - Colisee de Laval Dated 09/26/2016	\$0.00
Bauer Hockey, Inc.	COLLEG OF HOLLY CROSS DEPARTMENT OF ATHLETICS DEPARTMENT ONE COLLEGE STREET WORCESTER, MA 01610	Product Supply and Sponsorship Agreement Dated 05/01/2015	\$0.00
Bauer Hockey Corp.	COLLEGE LAFLECHE KEVIN DESROCHERS HOCKEY PROGRAM COORDINATOR 1687 BOULEVARD DU CARMEL TROIS-RIVIERES, QC G8Z 3R8 CANADA	Product and Supply Agreement Dated 05/14/2015	\$0.00
Bauer Hockey Corp.	COLLEGE LIONEL-GROULX SIMON TREMBLAY 100 RUE DUQUET SAINT-THERESE, QC J7E 3G6 CANADA	2016 Uniform Service Agreement Dated 03/01/2016	\$0.00
Performance Lacrosse Group Inc.	COLLEGE OF THE HOLY CROSS ATTN: JIM MORRISSEY DEPARTMENT OF ATHLETICS WORCESTER, MA 01910	Sponsorship Program Dated 06/01/2013	\$0.00
Bauer Hockey, Inc.	COLORADO COLLEGE DEPARTMENT OF ATHLETICS 14 EAST CACHE LA POUFRE STREET COLORADO SPRINGS, CO 80903	Product Supply and Sponsorship Agreement Dated 01/19/2016 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	COLVILLE, NICHOLAS ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00
Easton Baseball / Softball Inc.	COMFORT SYSTEMS USA, INC. 2035 MILESTONE DRIVE SALT LAKE CITY, UT 84104	HVAC Planned Maintenance Agreement Dated 02/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	COMFORT SYSTEMS USA, INC. 2035 SOUTH MILESTONE DRIVE SALT LAKE CITY , UT 84104	HVAC Maintenance Agreement Dated 02/01/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	COMMISSION JUNCTION, INC. 530 EAST MOTECITO STREET SANTA BARBARA, CA 93103	Agency Authorization Agreement Dated 02/09/2012	\$0.00
Bauer Hockey, Inc.	COMMISSIONER OF CUSTOMS AND BORDER PROTECTION ATTN: MIKE MCGARVEY US CUSTOMS AND BORDER PROTECTION 726 EXCHANGE STREET SUITE 400 BUFFALO, NY 14210	Disclosure to US Customs Letter Dated 08/18/2016	\$0.00
Easton Baseball / Softball Inc.	COMPASS ATHLETIC DBA AD STARR 61 S. 4TH ST PITTSBURGH, PA 15219	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	COMPASS GROUP USA, INC. CANTEEN VENDING SERVICES 5000 HOPVARD ROAD SUITE 322 ATTN: CHRIS HULICK, DIVISION PRESIDENT PLEASANTON, CA 94588	Vending Agreement Dated 12/19/2014	\$0.00
Bauer Hockey Corp.	CONCEPTION GENIK INC. 715 RUE NOBEL BUREAU 108 ST JEROME, QUEBECK, J7Z 7A3 CANADA	Development Agreement Dated 03/19/2014	\$3,459.37
Performance Sports Group Ltd.	CONCUR TECHNOLOGIES, INC. 601 108TH AVENUE NE SUITE 1000 BELLEVUE, WA 98004	Sales Order Form Concur Professional Edition Dated 01/26/2016	\$0.00
Performance Sports Group Ltd.	CONCUR TECHNOLOGIES, INC. 601 108TH AVENUE NE SUITE 1000 BELLEVUE, WA 98004	Sales Order Form Concur Professional Edition Dated 09/04/2015	\$0.00
Bauer Hockey, Inc.	CONDON, MIKE ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Performance Sports Group Ltd.	COOPER, DONALD ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	COOPER, DONALD ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/09/2016	\$0.00
Bauer Hockey, Inc.	COPENHAVER, STACEY ADDRESS ON FILE	Confidentiality, Non-competition and Non-solicitation agreement Dated	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	COPP, ANDREW ADDRESS ON FILE	10/15/2012 Endorsement Agreement Dated 09/01/2015	\$0.00
Performance Sports Group Ltd.	CORBEIL, JEAN-FRANCOIS ADDRESS-ON-FILE	Stock Options-Grants	\$0.00
Bauer Hockey Corp.	CORBEIL, JEAN-FRANCOIS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/23/2014	\$0.00
Easton Baseball / Softball Inc.	CORE SOFTBALL SALES LLC 219 WEST NORTHAMPTON STREET BATH, PA 18014	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	CORNELL UNIVERSITY DEPARTMENT OF ATHLETICS TEAGLE HALL CAMPUS ROAD ITHACA, NY 14853	Product Supply and Sponsorship Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	CORRA TECHNOLOGY INC. 363 BLOOMFIELD AVENUE SUITE 3C MONTCLAIR, NJ 07042	Work Order - MSA Dated 07/13/2015	\$0.00
Easton Baseball / Softball Inc.	CORRA TECHNOLOGY INC. SEVEN NORTH WILLOW STREET SUITE 8A MONTCLAIR, NJ 07042	Master Services Agreement Dated 11/07/2012	\$0.00
Easton Baseball / Softball Inc.	CORRA TECHNOLOGY, INC. 7 NORTH WILLOW STREET SUITE 8A MONTCLAIR, NJ 07042	Master Services Agreement Dated 10/07/2012	\$0.00
Easton Baseball / Softball Inc.	CORRA TECHNOLOGY, INC. 363 BLOOMFIELD AVENUE SUITE 3C MONTCLAIR, NJ 07042	Master Services Agreement Dated 10/26/2015 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	CORRIGAN SPORTS ENTERPRISES, INC. 6725 SANTA BARBARA CT SUITE 114 ELKRIDGE, MD 21075	Sponsorship Agreement Dated 01/09/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	CORTINA INTERNATIONAL CORP. SUITE 901 9TH FLOOR 131 SUNG CHIANG ROAD TAIPEI, TAIWAN	Agreement for the Purchase of Specified Product Dated 08/12/2002	\$0.00
Bauer Hockey, Inc.	CORTINA INTERNATIONAL CORP. SUITE 901 9TH FLOOR 131 SUNG CHIANG ROAD TAIPEI, TAIWAN	Agreement for the Purchase of Specified Product Dated 08/12/2002	\$0.00
Bauer Hockey Corp.	CORTINA SIAM SPORTS CO. LTD. 88 MOO 2 T. BAN MAI A MUANG CHACHOENGSAO 2400 BANGKOK, THAILAND	Agreement for the Purchase of Specified Product Dated 09/26/2002	\$0.00
Bauer Hockey, Inc.	CORTINA SIAM SPORTS CO. LTD. 88 MOO 2 T. BAN MAI A MUANG CHACHOENGSAO 2400 BANGKOK, THAILAND	Agreement for the Purchase of Specified Product Dated 09/26/2002	\$0.00
Bauer Hockey Corp.	COSMO SNF CO., LTD. 3F COSMO BUILDING 1534-5 SEOCHODONG SEOCHOKU SEOUL, KOREA, REPUBLIC OF	Second Amendment to Marketing and Distribution Agreement Dated 01/04/2010	\$0.00
Performance Sports Group Ltd.	GOVELLA, ROCCO ADDRESS ON FILE	Stock Options Grants	\$0.00
Performance Sports Group Ltd. Bauer Hockey Corp.	COVO, KENNETH ADDRESS ON FILE	Stock Options Grants Letter of Termination Dated 08/02/2016	\$0.00
Easton Baseball / Softball Inc.	CRC CONSTRUCTION 7011 SOUTH 700 WEST MIDVALE, UT 84047	Service Estimate Dated 03/01/2016	\$0.00
Easton Baseball / Softball Inc.	CRC CONSTRUCTION, INC. 7011 SOUTH 700 WEST MIDVALE, UT 84047	CRC Construction Contract Dated 03/01/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	CREATIVE CIRCLE 5900 WILSHIRE BLVD. 11TH FLOOR LOS ANGELES, CA 90036	Addendum to Creative Circle Temporary and Full-Time Employment Agreement Dated 01/14/2015	\$16,822.50
Bauer Hockey Corp.	CREGAN, NICHOLAS ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 01/27/2016	\$0.00
Easton Baseball / Softball Inc.	CRITEO SA 32 RUE BLANCHE PARIS, 75009 FRANCE	Universal Insertion Order	\$0.00
Bauer Hockey, Inc.	CROWELL, BETH ADDRESS ON FILE	Covenant Not to Compete and Non-Disclosure Agreement Dated 09/14/2009	\$0.00
Performance Sports Group Ltd.	GROWELL, BETH ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	CUTILLETIA, MARC ADDRESS ON FILE	Independent Sales Representative Agreement Dated 04/17/2014	\$0.00
Bauer Hockey, Inc.	CYBERSOURCE CORP PO BOX 742842 LOS ANGELES, CA 90074-2842	Amendment to Payment Solutions Agreement Dated 03/31/2016	\$0.00
Performance Sports Group Ltd.	D'AMICO, ANDREA ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	DACHSTEINER, PAUL ADDRESS ON FILE	Amended Employment Agreement	\$0.00
Performance Sports Group Ltd.	DACHSTEINER, PAUL ADDRESS ON FILE	Cash Incentive Agreement Dated 08/29/2016	\$0.00
Performance Sports Group Ltd.	DACHSTEINER, PAUL ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey Corp.	DAISHO BUSSAN CO., LTD ATTN: TOYOFUMI YOSHIDA SUNSHINE BLDG 5-31-10 SHIBA MINATO-KU, TOKYO, 108-0014 JAPAN	Marketing and Distribution Agreement and First Amendment Dated 01/01/2006 plus Amendments	\$0.00
Bauer Performance Sports Uniforms Corp.	D'AMICO, ANDREA ADDRESS ON FILE	Athlete Endorsement Agreement	\$0.00
Bauer Performance Sports Uniforms Corp.	D'AMICO, ANDREA ADDRESS ON FILE	Consulting Agreement Dated 08/01/2015	\$0.00
Performance Sports Group Ltd.	D'AMICO, ANDREA ADDRESS ON FILE	Nonqualified Stock Option Award Agreement Dated 05/17/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	DANEAU, MARC-ANDRE HEBERT ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 02/22/2016	\$0.00
Bauer Hockey, Inc.	DANIS, PIERRO ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 09/19/2005	\$0.00
Easton Baseball / Softball Inc.	DARBY, JAMES ADDRESS ON FILE	Letter of Termination Dated 08/26/2016	\$0.00
Bauer Hockey, Inc.	DARNEIL, SHANE ADDRESS ON FILE	Confidentiality, Non-Competition, and Non-Solicitation Agreement Dated 09/13/2012	\$0.00
Performance Lacrosse Group Inc.	DARTMOUTH COLLEGE ATTN: BRENDAN CALLAHAN 6083 ALUMNI GYM HANOVER, NH 03755	College Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	DARTMOUTH COLLEGE DEPARTMENT OF ATHLETICS DEPARTMENT DARTMOUTH MEN'S HOCKEY OFFICE 6083 ALUMNI GYM HANOVER, NH 03755	Product Supply and Sponsorship Agreement Dated 05/15/2014	\$0.00
Bauer Hockey Corp.	DAUB, DAVE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/26/2015	\$0.00
Performance Sports Group Ltd.	DAUB, DAVID ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	DAVID BOWEN SPORTING GOODS 5800 NORTH W STREET SUITE 1 PENSACOLA, FL 32505	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	DAVID P. NEWSOME COMMERCIAL REAL ESTATE SERVICES 40659 WHIPPLE STREET TOLUCA LAKE, CA 91602	Contract Proposal for Consulting Services Dated 05/29/2015	\$14,069.57
Bauer Hockey, Inc.	DAVIDSON, JOHN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 06/25/2016	\$0.00
Performance Sports Group Ltd.	DAVIDSON, JOHN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey Corp.	DC DELTA SPORT LLC 24 LESI UKRAINKI AV KIEV, UKRAINE	Marketing and Distribution Agreement Dated 01/25/2010 plus Amendments	\$0.00
Performance Sports Group Ltd.	DEA, JOAN ADDRESS ON FILE	Stock Options-Grants	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	DEAN, ALLAN ADDRESS ON FILE	Covenant Not to Compete and Non-Disclosure Agreement Dated 06/20/2011	\$0.00
Performance Sports Group Ltd.	DEAN, ALLAN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	DEKEYSER, DANNY ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	DEKEYSER, DANNY ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	DELUZZETTO, MICHAEL ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/04/2013	\$0.00
Easton Baseball / Softball Inc.	DEMORE, TRENT ADDRESS ON FILE	Independent Sales Representative Agreement Dated 05/02/2015	\$0.00
Performance Lacrosse Group Inc.	DEMOREST, RYAN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/28/2012	\$0.00
Performance Sports Group Ltd.	DENTE, MASSIMO ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Corp.	DEPORTES JIMMY S.A. CENTRO DEPORTIVO VIA ESPANA #14 APDO. 579, ZONA 1 PANAMA, PANAMA	International Distributor Agreement Dated 12/01/2004	\$0.00
Easton Baseball / Softball Inc.	DEPORTES JIMMY S.A. CENTRO DEPORTIVO VIA ESPANA #14 APDO. 579, ZONA 1 PANAMA, PANAMA	International Distributor Agreement Dated 12/01/2004	\$0.00
Easton Baseball / Softball Corp.	DEPORTES JIMMY, S.A. VIA ESPANA #14 APDO. 579, ZONA 1 PANAMA, PANAMA	License Agreement Dated 12/01/2004	\$0.00
Easton Baseball / Softball Inc.	DEPORTES JIMMY, S.A. VIA ESPANA #14 APDO. 579, ZONA 1 PANAMA, PANAMA	License Agreement Dated 12/01/2004	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	DERINGER LOGISTICS CONSULTING GROUP A/N- DERINGER, INC. 6930 METROPOLIS DRIVE ROMULUS, MI 48174-2000	Disclosure to US Customs Letter Dated 08/18/2016	\$0.00
Bauer Hockey Corp.	DESCHENES, CANDIDE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 11/30/2015	\$0.00
Bauer Hockey, Inc.	DESJARDINS, CRAIG ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/17/2016	\$0.00
Performance Sports Group Ltd.	DESJARDINS, CRAIG ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey Corp.	DESROCHERS, CHARLES-ANTOINE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 08/27/2015	\$0.00
Performance Sports Group Ltd.	DEX, INDRAN# ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	DICK'S SPORTING GOODS 345 COURT STREET CORAOPOLIS, PA 15108	Domestic Vendor Agreement - Dick's Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	DICK'S SPORTING GOODS 345 COURT STREET CORAOPOLIS, PA 15108	Vendor Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	DICK'S SPORTING GOODS ATTN: ASHLEY BEZILLA 345 COURT STREET CORAOPOLIS, PA 15108	Indemnification Letter Dated 08/27/2015	\$0.00
Easton Baseball / Softball Inc.	DILLARD SPORTING GOODS 708 WHITE HALL ROAD ANDERSON, SC 29625	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	DIRECT HIRE ASSOCIATES LLC 15250 VENTURA BLVD. SUITE 1111 SHERMAN OAKS, CA 91403	Easton Recruiter Agreement Dated 01/23/2015	\$0.00
Easton Baseball / Softball Inc.	DIRECT SPORTS, INC. 1720 CURVE RD. PEARISBURG, VA 24134	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	DIRECTTV LLC 2260 EAST IMPERIAL HIGHWAY EL SEGUNDO, CA 90245	Direct TV Lease Agreement Dated 09/05/2016	\$128.60

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	License Agreement Dated 11/18/2013 plus Amendments	\$0.00
Bauer Hockey, Inc.	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA STREET BURBANK, CA 91521	First Amendment to Standard Terms and Conditions Agreement Dated 05/21/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	DISNEY CONSUMER PRODUCTS, INC. ATTN: MANAGER, CONTRACT SERVICES 500 S. BUENA VISTA STREET BURBANK, CA 91521	Schedule to License Agreement Between Disney Consumer Products, Inc. and Bauer Hockey, Inc. Dated 01/01/2015	\$0.00
<u>Easton Baseball / Softball Inc.</u>	<u>DIXIE YOUTH BASEBALL INC.</u> <u>ATTN: MR. WES SKELTON</u> <u>P.O. BOX 877</u> <u>MARSHALL, TX 75671</u>	<u>Licensing Agreement Dated 1/1/2009</u>	<u>\$4,076.09</u>
Easton Baseball / Softball Inc.	DLB SPORTS, INC DBA ELIZABETH TOWN SPORTING GOODS 59 COLLEGE AVE. ELIZABETH TOWN, PA 17022	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	DOLABSON, CARYL ADDRESS ON FILE	Separation & Release Letter Agreement Dated 07/22/2016	\$0.00
Bauer Hockey, Inc.	DOLAN, MICHAEL ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/05/2011	\$0.00
Performance Sports Group Ltd.	DOLAN, MICHAEL ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey Corp.	DOMINION CUSTOMS CONSULTANTS INC. 1595 16TH AVENUE RICHMOND HILL, ON L4B 3A9 CANADA	Accounting Services Agreement Dated 10/17/2013	\$0.00
Bauer Hockey, Inc.	DON WILSON BUILDERS P.O. BOX 3188 TORRANCE, CA 90510-3188	Fourth Amendment to Lease Dated 12/01/2015 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	DOWLING, CHRISTIN ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	DSV GROUP, INC. D.B.A. EXTRA INNINGS-LAS VEGAS 7200 S MONTESSOURI ST. SUITE 190 LAS VEGAS, NV 89113	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	DUBNYK, DEVAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	DUBOIS, SEBASTIEN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/10/2011	\$0.00
Bauer Hockey Corp.	DUCHARME, MATHIEU ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 04/07/2016	\$0.00
Performance Sports Group Ltd.	DUCHARME, MATHIEU ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	DUGOUT MEDIA 735 W MAIN ST MOREHEAD, KY 40351	Baseball Youth Experience Sponsorship Overview Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	DUGOUT SPORTS, LP 26302 I-45 NORTH SPRING, TX 77386	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	DUMONTS SPORTING GOODS, INC 1003 MCKINLEY AVE. NW CANTON , OH 44703	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	DUNDAS YOUTH SC ATTN: WARREN ODA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	DUNHAM'S SPORTS 5607 NEW KING DRIVE SUITE #125 TROY, MI 48098	Over and Above Agreement Dated 08/25/2015	\$0.00
Easton Baseball / Softball Inc.	DUNN, JR, EMORY E. 'PETE' ADDRESS ON FILE	Coach Agreement Dated 01/01/2012	\$0.00
Bauer Hockey, Inc.	DURAN, ANDREA ADDRESS ON FILE	Endorsement Agreement Dated 01/30/2016	\$0.00
BPS Diamond Sports Inc.	DURAN, ANDREA ADDRESS ON FILE	Endorsement Agreement Dated 01/30/2016	\$0.00
Easton Baseball / Softball Inc.	DUREN JR, JAMES ADDRESS ON FILE	Separation & Release Letter Agreement Dated 07/22/2016	\$0.00
Bauer Hockey Corp.	DUROCHER, JACQUES ADDRESS ON FILE	Non-Compete Agreement Dated 06/18/2002	\$0.00
Bauer Hockey Corp.	E.I. DU PONT DE NEMOURS AND COMPANY ATTN: LYNNE CHAPPEL, DUPONT BRAND LICENSING MANAGER DUPONT CONSUMER PRODUCTS AND LICENSING CHESTNUT RUN PLAZA 721-1220 4417 LANCASTER PIKE WILMINGTON, DE 19805	Trademark and Patent License Agreement- DuPont Dated 01/13/2010 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	EARL BOYKIN SPORTS, INC 2081-3K N. WARD BOULEVARD WILSON, NC 27896	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	EASLEY BASEBALL LLC DBA D-BAT PEORIA 8716 W LUDLOW DRIVE SUITE 17 PEORIA, AZ 85381	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	EAST CAROLINA UNIVERSITY INTERCOLLEGIATE ATHLETICS ATTN LEE WORKMAN ASSOCIATE ATHLETICS DIRECTOR FOR ADMINISTRATION 270 WARD SPORTS MEDICINE BUILDING GREENVILLE, NC 27858	Sponsorship Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	EAST GADSDEN SPORTING GOODS 110 COLLEGE PLAZA GADSDEN, AL 35903	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	EAST GWILLIMBURY SC 45 GRIST MILL ROAD HOLLAND LANDING, ON L9N 1M7 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 12/16/2014	\$0.00
Bauer Performance Sports Uniforms Corp.	EAST LONDON SC ATTN: CAROLYN KIRK 399 BRIAR HILL AVE LONDON, ON N5Y 1P3 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	EAST YORK SC475 COSBURN AVEATTN: DRAGAN ZAGARTORONTO, ON M4K 3V6CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	EASTERN HOCKEY LEAGUE NORTHERN CYCLONES ATTENTION: WESLEY DOLLOPP, DIRECTOR CYCLONES ARENA 20 CONSTITUTION DR. HUDSON, NH 03051	Team Program Contract Dated 08/18/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	EASTON TECHNICAL PRODUCTS, INC. 5040 HAROLD GATTY DR. ATTN: GREG J. EASTON SALT LAKE CITY, UT 84116	License Agreement Dated 02/01/2006	\$0.00
Easton Baseball / Softball Corp.	EASTON- BELL SPORTS, INC. 7855 HASKELL AVENUE SUITE 200 ATTENTION: MARK TRIPP VAN NUYS, CA 91406	License Agreement Dated 02/13/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	EASTON- BELL SPORTS, INC. 7855 HASKELL AVENUE SUITE 200 ATTENTION: MARK TRIPP VAN NUYS, CA 91406	License Agreement Dated 02/13/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE. SUITE 200 VAN NUYS , CA 91406	Lease & Amendments Dated 05/01/2000	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE SUITE 202 ATTN: JAMES EASTON VAN NUYS, CA 91406	Name License Agreement Dated 12/03/2005	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE. SUITE 200 VAN NUYS, CA 91406	Lease & Amendments Dated 03/15/2002	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE. SUITE 200 VAN NUYS , 91406	Lease & Amendments Dated 01/01/1997	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE. SUITE 200 VAN NUYS , CA 91406	Lease & Amendments Dated 01/18/2008	\$0.00
Easton Baseball / Softball Inc.	EASTON TECHNICAL PRODUCTS, INC. 5040 HAROLD GATTY DR. ATTENTION: GREG J. EASTON SALT LAKE CITY, UT 84116	License Agreement Dated 03/16/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	EBRIDGE SOFTWARE INC. 777 WALKERS LINE BURLINGTON , ON L7N 2G1 CANADA	eBRIDGE Master Subscription Agreement	\$0.00
Easton Baseball / Softball Inc.	EBRIDGE SOFTWARE, INC. 777 WALKERS LINE BURLINGTON, ON L7N 2G1 CANADA	eBRIDGE Master Subscription Agreement Dated 03/11/2015	\$0.00
Easton Baseball / Softball Inc.	EBRIDGE SOFTWARE, INC. 777 WALKERS LINE BURLINGTON, ON L7N 2G1 CANADA	eBRIDGE Professional Services Agreement	\$0.00
Bauer Hockey Corp.	ECOLE SECONDAIRE EDOUARD MONTPETIT RONALD TRUDEL 6200 AVE. PIERRE DE COUBERTIN MONTREAL, QC H1N 1S4 CANADA	2016 Uniform Service Agreement Dated 05/01/2016	\$0.00
Bauer Hockey, Inc.	EDDIE BAUER, INC 15010 NORTHEAST 36TH STREET REDMOND, WA 98052	Settlement Agreement Dated 12/18/1979	\$0.00
Bauer Hockey, Inc.	EICHEL, JACK ADDRESS ON FILE	Consulting Agreement Dated 08/01/2015	\$0.00
Performance Sports Group Ltd.	EICHEL, JACK ADDRESS ON FILE	Nonqualified Stock Option Award Agreement Dated 05/17/2016	\$0.00
Performance Sports Group Ltd.	EICHEL, JACK ADDRESS ON FILE	Stock Option Contract Dated 05/17/2016	\$0.00
Bauer Hockey, Inc.	EICHEL, JACK ADDRESS ON FILE	Endorsement Agreement Dated 08/01/2015	\$0.00
Bauer Hockey, Inc.	EICHEL, JACK ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Performance Sports Group Ltd.	EICHEL, JACK ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	EKBLAD, AARON ADDRESS ON FILE	Endorsement Agreement Dated 07/01/2014	\$0.00
Easton Baseball / Softball Inc.	ELAN POLO INC. 1699 S. HANLEY ROAD ATTN: MR. HOWARD SOROFMAN ST. LOUIS, MO 63144	Amended License Agreement Dated 06/01/1996	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	ELITE BASEBALL & SOFTBALL, INC 5930 CLYDE PARK AVE SW WYOMING , MI 49509	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ELITE SPORTS GROUP CALGARY JR. HITMENT/NSD HOCKEY ATTENTION: KIP REGHENAS, SENIOR VP 918 DAILEY MILL RD. MCDONOUGH, GA 30253	Team Program Contract Dated 12/22/2014	\$0.00
Bauer Hockey, Inc.	ELLSWORTH, TIMOTHY ADDRESS ON FILE	Amended Employment Agreement Dated 06/13/2012	\$0.00
Performance Sports Group Ltd.	ELLSWORTH, TIMOTHY ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey Corp.	ELMIRA SUGAR KINDS HOCKEY CLUB KEITH STEWART DIRECTOR OF HOCKEY OPERATIONS 700 CHAMPLAIN BLVD. #5 CAMBRIDGE , ON N1R 8K1 CANADA	Product and Supply Agreement Dated 04/03/2014	\$0.00
Easton Baseball / Softball Inc.	ELWOOD STAFFING SERVICES, INC P.O. BOX 1024 COLUMBUS, IN 47202	Client Agreement Dated 02/08/2016	\$19,480.23
Easton Baseball / Softball Inc.	ELWOOD STAFFING SERVICES, INC P.O. BOX 1024 COLUMBUS, IN 47202	Easton Recruiter Agreement Dated 02/08/2016	
<u>Bauer Hockey, Inc.</u>	EMC CORPORATION <u>176 SOUTH STREET</u> <u>HOPKINTON, MA 01748</u>	<u>Master Lease Agreement No. 13838</u> <u>Dated 04/04/2007</u>	<u>\$0.00</u>
Easton Baseball / Softball Inc.	ENGAGE, INC. D.B.A. PLAY IT AGAIN SPORTS 6011 E MAIN ST. COLUMBUS, OH 43213	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ENGLISH, PAUL ADDRESS ON FILE	Employment Agreement Dated 01/11/2016	\$0.00
Performance Sports Group Ltd.	ENGLISH, PAUL ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	ENO, JAMES ADDRESS ON FILE	Amended Employment Agreement Dated 03/09/2011	\$0.00
Performance Sports Group Ltd.	ENO, JAMES ADDRESS ON FILE	Stock Options-Grants	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	EPICOR RETAIL SOLUTIONS CORPORATION 2800 TRANS-CANADA HIGHWAY POINTE CLAIRE , QC H9R 1B1 CANADA	Software and IT Services Agreement Dated 08/31/2014	\$0.00
Bauer Performance Sports Uniforms Corp.	ERIN MILLS SOCCER CLUB ATTN: GILDA FIGLIOMENI 3135 UNITY DR STE # 234 MISSISSAUGA, ON L5L 4L4 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 11/01/2014	\$0.00
Bauer Hockey Corp.	ERIN-HILLBURGH MINOR HOCKEY ASSOCIATION LIZA HOWES, EQUIPMENT DIRECTOR 14 BOLAND DR. ERIN, ON N0B 1T0 CANADA	Product and Supply Agreement Dated 10/27/2014	\$0.00
Bauer Hockey, Inc.	ESPOSITO, MARY-KAY ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/29/2016	\$0.00
Performance Sports Group Ltd.	ESPOSITO, MARY-KAY ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	ETHIER, ANDRE ADDRESS ON FILE	Athlete Endorsement Agreement Dated 01/01/2015	\$0.00
Performance Sports Group Ltd.	EVERGREEN LINE 9TH FLOOR, 166 SEC. 2 MINSHENG E. ROAD TAIPEI, 40400104 TAIWAN	Shipping Agreement Dated 05/01/2016	\$0.00
Bauer Hockey Corp.	EVOLUTECH 9271-8469 QUEBEC INC 655 PIERRE BERTRAND QUEBEC, QC G1M 3B4 CANADA	2016 Uniform Service Agreement Dated 04/12/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	EVOLVE 340 SOUTH MAIN STREET CLAWSON , MI 48017	Evolve Indemnity Agreement Dated 08/28/2015	\$0.00
Easton Baseball / Softball Inc.	EXECUTIVE PRESIDENT FOR FINANCE AND ADMINISTRATION UNIVERSITY OF KENTUCKY 107 MAIN BUILDING LEXINGTON , KY 40506	Sponsorship Agreement Dated 01/01/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	FACTORY ATHLETICS, INC. 9212 BERGER ROAD SUITE 200 VAN NUYS, CA 91406	Services Agreement Dated 05/26/2016	\$0.00
Performance Lacrosse Group Inc.	FAIRFIELD UNIVERSITY ATTN: ANDREW COPELAN 1073 NORTH BENSON ROAD FAIRFIELD, CT 06824	University Sponsorship Agreement Dated 06/01/2014	\$0.00
Bauer Hockey, Inc.	FALCONE, JOHN ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 06/10/2016	\$0.00
Performance Lacrosse Group Inc.	FALLON, TIM ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 08/25/2015	\$0.00
Bauer Hockey Corp.	FARLEY, NATHALIE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/01/2011	\$0.00
Easton Baseball / Softball Inc.	FARRIER SPORTING GOODS 85 CRESENT AVE. WYCKOFF, NJ 07481	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	FARRIER SPORTING GOODS, INC. 85 CRESENT AVE. WYCKOFF, NJ 7481 07481	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	FEDERAL EXPRESS CORPORATION 942 SOUTH SHADY GROVE RD MEMPHIS, TN 38120	Pricing Agreement Amendment Dated 12/22/2014	\$0.00
Easton Baseball / Softball Inc.	FEDEX TRADE NETWORKS TRANSPORT & BROKERAGE, INC. PO BOX 842206 BOSTON, MA 02284-2206	Customer Pricing Agreement Dated 05/08/2015	\$0.00
Bauer Hockey, Inc.	FENG TAY ENTERPRISES CO., LTD. ATTN: KEVIN WANG, GENERAL MANAGER 52, KEGONG 8TH ROAD DOULIU CITY, VUNLIN COUNTY 640 TAIWAN	Indemnification Letter Dated 08/15/2013	\$0.00
Bauer Hockey, Inc.	FERRIS STATE UNIVERSITY DEPARTMENT OF ATHLETICS 210 SPORTS DRIVE BIG RAPIDS, MI 49307	Product Supply and Sponsorship Agreement Dated 06/01/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	FGL SPORTS ATTN: KRISTI D. LALACH VP LEGAL AND COMPLIANCE 824 41ST AVENUE NE CALGARY, AB T2E 3R3 CANADA	Vendor Agreement Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	FGL SPORTS LTD. 824 41ST AVE. NE CALGARY, AB T2E 3R3 CANADA	Indemnification Letter Dated 04/15/2013	\$0.00
Bauer Hockey, Inc.	FICEK, COREY-JOE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 03/04/2016	\$0.00
Performance Sports Group Ltd.	FILLION, YANN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey Corp.	FILLION, YANN ADDRESS ON FILE	Le Present Document Constitue une entente de non-concurrence, de non- solicitation et de confidentialite	\$0.00
Performance Sports Group Ltd.	FILOCAMO, SHELLEY ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	FILOCAMO, SHELLEY ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/21/2015	\$0.00
Bauer Hockey, Inc.	FINN, MATT ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	FIRST INSURANCE FUNDING OF CANADA 20 TORONTO ST. SUITE 700 TORONTO, ONTARIO, M5C 2B8 CANADA	Commercial Premium Finance Agreement Dated 07/01/2016	\$0.00
Easton Baseball / Softball Inc.	FIRST TEAM SPORTS CENTER OF THE CAROLINAS, INC 2520 WADE HAMPTON BLVD GREENVILLE, SC 29615	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	FITZGERALD, STEPHEN ADDRESS ON FILE	Stock Options-Grants	\$0.00
BPS Diamond Sports Corp.	FITZGERALD, STEPHEN ADDRESS ON FILE	Severance Agreement Dated 09/30/2016	\$0.00
BPS Diamond Sports Corp.	FITZGERALD, STEPHEN ADDRESS ON FILE	Exhibit to Employment Agreement: Release of Claims Dated 05/01/2013	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	FIVE CITIES SPORTS, INC DBA PLAY IT AGAIN SPORTS 4850 HOLLISTER AVENUE SANTA BARBARA, CA 93111	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	FLAG CORPORATION 1660-1 MAGINU, KIYAMAE-KU KAWASAKI CITY, 2160035 JAPAN	Service Agreement Dated 04/01/2015 plus Amendments	\$12,228.39
Performance Sports Group Ltd. <u>Bauer Hockey, Inc.</u>	FLOROS, MICHAEL ADDRESS ON FILE	Stock Options-Grants <u>Employment Agreement Dated 06/10/2014</u>	\$0.00
<u>Bauer Hockey, Inc.</u>	FLOROS, MICHAEL <u>ADDRESS ON FILE</u>	<u>Letter of Termination Dated 08/31/2016</u>	<u>\$0.00</u>
Easton Baseball / Softball Inc.	FLUGUM, DEBORAH MANAGER PURCHASING AND CONTRACT ADMINISTRATION CALIFORNIA STATE UNIVERSITY 18111 NORDHOFF STREET NORTHBRIDGE, CA 91330	Sponsorship Agreement Dated 01/31/2014	\$0.00
Easton Baseball / Softball Inc.	FOCUSCAMERA, LLC 905 MCDONALD AVENUE BROOKLYN, NY 11230	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	FOLIN, CHRISTIAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	FOLMAR, RYAN ADDRESS ON FILE	Sponsorship Agreement Dated 01/11/2003	\$0.00
Bauer Hockey, Inc.	FONTAINE, JUSTIN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	FOOTLOCKER.COM 111 S. 1ST AVE WAUSAU, WI 54401	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	FORD CANADA CP 4600 SUCC AGINCOURT SCARBOROUGH, ONTARIO, M1S 5V2 CANADA	Lease Agreement - Ford Canada Dated 05/21/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	FORT SASKATCHEWAN MINOR HOCKEY MARCIE MAZURENKO 10013 - 96 AVE EAST SIDE ENTRANCE JRC ARENA FORT SASKATCHEWAN, AB T8L 1P9 CANADA	Product and Supply Agreement Dated 06/26/2014	\$0.00
Bauer Hockey Corp.	FOURNIER, MARC-ANDRE ADDRESS ON FILE	Non-Compete, Non-Solicitation & Confidentiality Agreement 01/25/2016	\$0.00
Bauer Hockey, Inc.	FOWLER, CAM ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	FRANCIS, CHRISTOPHER ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/24/2015	\$0.00
Bauer Hockey, Inc.	FRATTIN, MATT ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Performance Sports Group Ltd.	FREAM, DAVID ADDRESS ON FILE	Stock Options Grants	\$0.00
Performance Lacrosse Group Inc.	FREAM, DAVID ADDRESS ON FILE	Employment Agreement Dated 06/15/2010	\$0.00
Bauer Hockey Corp.	FREER, SPENCER ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 06/27/2016	\$0.00
Performance Sports Group Ltd.	FRIEDBERG, DANIEL ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey Corp.	FRIKON INDUSTRIES LIMITED ATTN: CHRIS COPELAND 7615 KIMBEL STREET UNITS 10 AND 11 MISSISSAUGA, ON L5L 1A8 CANADA	License Agreement Dated 04/11/2013 plus Amendments	\$0.00
Bauer Hockey Corp.	FRONT ROW SPORTS EXCELLENCE 133 FRONT ST. N. #3 THOROLD, ON L2V 0A3 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Bauer Hockey Corp.	G.N. JOHNSTON EQUIPMENT CO. LTD. 5990 AVEBURY ROAD MISSISSAUGA , ON L5R 3R2 CANADA	Johnston Equipment Lease Agreement Dated 09/04/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	GALCHENYUK, ALEX ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	GALCHENYUK, ALEX ADDRESS ON FILE	Endorsement Agreement Dated 10/02/2015	\$0.00
Performance Lacrosse Group Inc.	GALE, TYLER ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00
Bauer Hockey Corp.	GARDEN CITY MINOR HOCKEY ASSOCIATION ST. CATHERINE'S FALCONS STEVE SECORD, PRESIDENT PO BOX 27025 LAKEPORT POST OFFICE 600 ONTARIO STREET ST. CATHARINES, ON L2N 7P8 CANADA	Product and Supply Agreement Dated 03/12/2015	\$0.00
Easton Baseball / Softball Inc.	GARRETSON SPORT CENTER 3817 W. 10TH ST. GREELEY, CO 80634	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	GARRISON, JASON ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Performance Sports Group Ltd.	GASOWSKI, SAM ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey Corp.	GAUVIN, ANTHONY ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 05/06/2016	\$0.00
Easton Baseball / Softball Inc.	GAYSTON CORP. 721 RICHARD STREET MIAMISBURG, OH 45342	Confidential Disclosure Agreement Dated 02/26/2016	\$0.00
Performance Sports Group Ltd.	GEARY, JAMES ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	GEE & BEE SPORTING GOODS, INC. 90 MT AUBURN AVE AUBURN, ME 42100 <u>4210</u>	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	GENERATION CAPITAL LGS LP 17 PRINCE ARTHUR AVE 3RD FLOOR TORONTO , ON M5R 1B2 CANADA	Amended and Restated Partnership Agreement Dated 03/04/2016 plus Amendments	\$0.00
Bauer Hockey Corp.	GENEREUX, MARIE-CLAUDE ADDRESS ON FILE	Non-Compete and Confidentiality Agreement Dated 10/01/2011	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Lacrosse Group Inc.	GEORGETOWN UNIVERSITY 37TH AND O STREET MCDONOUGH ARENA WASHINGTON , DC 20057	Product Supply Agreement Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	GESTION RECHERCHE CONSEIL VEZINA & ASSOCIES, INC. 91 CROISSANT DU BELVEDERE SAINT-JOSEPH-DE-LAC, QUEBEC, J0N 1M0 CANADA	Service Agreement Dated 08/08/2016	\$0.00
Bauer Hockey, Inc.	GETTY IMAGES (US), INC. 75 VARICK STREET FIFTH FLOOR NEW YORK, NY 10013	First Amendment to License Agreement Dated 09/12/2016	\$0.00
Bauer Hockey, Inc.	G-FORM, LLC ATTN: DANIEL WYNER CEO 233 RICHMOND AVE PROVIDENCE, RI -02903	Supply, Development, and Co-Branding Agreement Dated 03/22/2013	\$0.00
Easton Baseball / Softball Inc.	GHI MARKETING, INC DBA AIA TEAM SPORTS 873 ROUTE 35 CROSS RIVER, NY 10518	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	GIBSON, DOUGLAS ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	GIBSON, PAUL ADDRESS ON FILE	Amended Employment Agreement	\$0.00
Bauer Hockey Corp.	GIGNAC, MARK ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 06/27/2016	\$0.00
Performance Sports Group Ltd.	GIOVINCO, SEBASTIAN ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Performance Sports Uniforms Corp.	GIOVINCO, SEBASTIAN ADDRESS ON FILE	Consulting Agreement Dated 08/01/2015	\$0.00
Performance Sports Group Ltd.	GIOVINCO, SEBASTIAN ADDRESS ON FILE	Nonqualified Stock Option Award Agreement Dated 05/17/2016	\$0.00
Bauer Performance Sports Uniforms Corp.	GIOVINCO, SEBASTIAN ADDRESS ON FILE	Athlete Endorsement Agreement - Dated 08/01/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	GIOVINCO, SEBASTIAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 08/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	GLASS MOULDERS POTTERY, PLASTIC AND ALLIED WORKERS INT. UNION 6660A MILLCREEK DRIVE MISSISSAUGA, ON L5N 8B3 CANADA	Union Agreement Dated 07/07/2014	\$0.00
Bauer Hockey Corp.	GLASS MOULDERS POTTERY, PLASTIC AND ALLIED WORKERS INT. UNION 6660A MILLCREEK DRIVE MISSISSAUGA, ON L5N 8B3 CANADA	Union Status - Bauer Hockey Corp.	\$0.00
Bauer Performance Sports Uniforms Corp.	GLEN SHIELDS FOOTBALL CLUB ATTN: ALDO LUPPA 7894 DUFFERIN ST PATRICIA KEMP COMMUNITY CENTRE GONGORD, ON L4K 1R6 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	GLENDAL FIRE SYSTEMS INC. 6657 SAN FERNANDO ROAD GLENDAL, CA 91201	Service Contract Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	GLOVER LANDSCAPE SERVICES 913 WEST 14600 SOUTH BLUFFDALE, UT 84065	Landscape Services Contract Dated 03/15/2016	\$490.00
Easton Baseball / Softball Inc.	GLOVER LANDSCAPE SERVICES ATTN: SEAN MATZ 913 WEST 14600 SOUTH BLUFFDALE, UT 84065	Landscaping Agreement Dated 03/01/2016 plus Amendments	
Bauer Hockey Corp.	GOAL LINE GOLF AND HOCKEY 1430 GRAND AVE SCHOFIELD, WI 54476	Team Program Contract Dated 07/25/2014	\$0.00
Easton Baseball / Softball Inc.	GODWIN, CLIFF ADDRESS ON FILE	Sponsorship Agreement Dated 08/01/2015	\$0.00
Bauer Hockey Corp.	GOLDER ASSOCIATED LTD. 2390 ARGENTIA ROAD ATTENTION: MANAGING PRINCIPAL MISSISSAUGA, ON L5N 5Z2 CANADA	Sublease Agreement Dated 01/01/2017	\$0.00
Easton Baseball / Softball Inc.	GOLDFISH SOCIAL INC. 1143 JACKSON ST. SAN FRANCISCO, CA 94133	Goldfish Social- Terms and Conditions of use of Services Dated 07/01/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	GOODS STORE DIST. 165 EARLOND DRIVE NEW HOLLAND, PA 17557	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	GORGES, JOSH ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	GORMADY, LINDSAY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 05/07/2015	\$0.00
Bauer Hockey, Inc.	GRASSO, ROBERT ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/28/2010	\$0.00
Performance Sports Group Ltd.	GRASSO, ROBERT ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	GREAT 8, LLC ALEXANDER OVECHKIN 4906 16TH ST NORTH ARLINGTON, VA 22205 ADDRESS ON FILE	Assignment and Assumption Agreement Dated 12/31/2015	\$0.00
Bauer Hockey, Inc.	GREAT EIGHT INC. c/o STEPHEN SCRENCI, ESQ. 2600 N. MILITARY TRAIL SUITE 410 BOCA RATON, FL 33431	Assignment and Assumption Agreement Dated 12/31/2012	\$0.00
Easton Baseball / Softball Inc.	GREAT LAKES MP, CORP OUTFITTER COUNTRY 540 N. LAPEER ROAD SUITE 378 LAKE ORION, MI 48362	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	GREEN, JESSICA ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Corp.	GREG HANSON SALES AGENCY INC. ADDRESS ON FILE	Independent Sales Rep Agreement Dated 04/14/2014 plus Amendments	\$0.00
BPS Diamond Sports Inc.	GRIFFIN, FRANK ADDRESS ON FILE	Separation & Release Letter Agreement Dated 09/30/2016	\$0.00
Bauer Hockey, Inc.	GRIFFITH, SETH ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	GRIMM & CHEN STRUCTURAL ENGINEERING, INC. 17500 REDHILL AVE. IRVINE, CA 92614	Engineering Services Proposal Dated 05/11/2016	\$6,825.00
Easton Baseball / Softball Inc.	GRIZZLY RIVER SPORTS 22 SHELTER ROCK LANE, SUITE 8 DANBURY, CT 06810	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	GROSS, GEORGE ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$0.00
Bauer Hockey, Inc.	GROUP DYNAMIC, INC. 411 U.S. ROUTE ONE FALMOUTH, ME 04105	Administrative Services (DCAP) Agreement Dated 01/01/2016	\$386.50
Performance Sports Group Ltd.	GROUP DYNAMIC, INC. 411 U.S. ROUTE ONE FALMOUTH, ME 04105	Administrative Services Agreement Dated 01/01/2015	
Bauer Hockey Corp.	GUEVARA, OSCAR ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/18/2015	
Easton Baseball / Softball Inc.	GULF SOUTH CONFERENCE, INC. 2101 PROVIDENCE PARK HOOVER, AL 35242	Baseball Bat Adoption Agreement Dated 09/27/2011	\$0.00
Easton Baseball / Softball Inc.	H. MICKEL SPORTS 2106 FORSYTHE AVE MONROE, LA 71201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	HALDIMAND SOCCER CLUB ATTN: DAVE ELGIN	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	HAMILTON, DOUGIE ADDRESS ON FILE	Athlete Endorsement Agreement Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	HANCE, SCOTT ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Bauer Hockey, Inc.	HANIFIN, NOAH ADDRESS ON FILE	Athlete Endorsement Agreement Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	HANSEN, CHRISTOPHER LAWRENCE 2517 BARCLAY ST HENDERSON, NV 89044	Athletic Sponsorship Agreement Dated 01/01/2016	\$0.00
Bauer Hockey, Inc.	HANSON, MICHELLE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 12/02/2015	\$0.00
Performance Sports Group Ltd.	HANSON, MICHELLE ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	HARTMANN, MICHAEL ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Disclosure Agreement Dated 08/20/2012	\$0.00
Bauer Hockey Corp.	HARVEY, GUILLAUME ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/03/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	HAWKSEM 10940 WILSHIRE BLVD. LOS ANGELES, CA 90024	Agreement and Pricing Dated 08/01/2016	\$5,903.23
Bauer Hockey, Inc.	HAYES, JIMMY ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey Corp. Inc.	HAYES, MATTHEW ADDRESS ON FILE	Non-Compete Agreement Dated 10/04/2005	\$0.00
Easton Baseball / Softball Inc.	HEADQUARTERS 4 SPORTS, INC. D.B.A. HQ4SPORTS 1303 NW 12TH STREET, SUITE A LINCOLN CITY, 97367	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	HEALEY, PAUL ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 12/01/2015	\$0.00
Performance Sports Group Ltd.	HEALEY, PAUL ADDRESS ON FILE	Stock Options-Grants	\$0.00
Performance Sports Group Ltd.	HEIDRICK & STRUGGLES 233 SOUTH WACKER DRIVE SUITE 4900 CHICAGO, IL 60606	Search Agreement Dated 06/28/2016	\$148.98
Bauer Hockey, Inc.	HEIM, ROBIN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/10/2015	\$0.00
Performance Sports Group Ltd.	HELLAND, RICKY ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	HENDRIX, BELINDA ADDRESS ON FILE	Sponsorship Program Dated 05/01/2016	\$0.00
Bauer Hockey Inc.	HENRIK LUNDQVIST PROMOTIONS LLC C/O GM ADVISORY GROUP ADDRESS ON FILE	Option Agreement Dated 07/01/2014	\$0.00
Bauer Hockey, Inc.	HENRIK LUNDQVIST PROMOTIONS, LLC ADDRESS ON FILE	Amended and Restated Athlete Endorsement Contract Dated 09/01/2016	\$0.00
Performance Sports Group Ltd.	HENRIK LUNDQVIST PROMOTIONS, LLC ADDRESS ON FILE	Option Agreement Dated 07/01/2014	\$0.00
Easton Baseball / Softball Inc.	HERBS SPORT SHOP 51 WOOSTER CT BRISTOL, CT 06010	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	HERNANDEZ MARTIZ, RAMON ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 01/04/2016	\$0.00
Easton Baseball / Softball Inc.	HERRICK, JERRY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00 <u>46,758.70</u>

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	HIGH NOON OUTFITTERS, INC DBA SPORTS FEVER 176 AVENUE U BROOKLYN, NY 11223	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	HIGH POINT UNIVERSITY 833 MONTLIEU AVENUE HIGH POINT, NC 27262	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	HILL ACADEMY HOCKEY PATRICK MERRILL 2600 RITHERFORD RD. 2ND FLOOR VAUGHAN , ON L4K 5R1 CANADA	Exclusive Supply Agreement Dated 06/02/2016	\$0.00
Bauer Hockey, Inc.	HILL, DAN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	HILL, VIRGIL ADDRESS ON FILE	Licensing Agreement - Likeness	\$0.00
Easton Baseball / Softball Corp.	HIRSHMAN AGENCY ADDRESS ON FILE	Independent Sales Rep Agreement Dated 05/15/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	HITTERS CHOICE INDOOR BATTING CAGES 788 N. ARROWHEAD AVE SAN BERNARDINO, CA 92401	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	HITTERS PARADISE 386 HUKU LI'I PLACE KIHEI, HI 96753	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	HOCK SPORTS 233 RACEKTRACK RD. NW FORT WALTON BEACH, FL 32547	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	HOCKEY CANADA ATTN: CHIEF OPERATING OFFICER 2424 UNIVERSITY DRIVE N.W. CALGARY, AB T2N 3Y9 CANADA	Amending Agreement Dated 02/01/2015 plus Amendments	\$3,592,027,199.94
Bauer Hockey, Inc.	HOCKEY EAST SPORTS PROPERTIES 591 NORTH AVENUE #2 WAKEFIELD , MA 01880	Sponsorship Agreement Dated 03/18/2017	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	HOCKEY EQUIPMENT CERTIFICATION COUNCIL C/O MARK S. GRANGER, ESQ. GRANGER LEGAL CONSULTING PO BOX 487 1134 US RT. 9 SUITE 4 SCHROON LAKE, NY 12870	Hockey Equipment Certification Council Program License Agreement Dated 10/19/2014 plus Amendments	\$0.00
Bauer Hockey Corp.	HOCKEY EXPERTS ROCKLAND 3106 MATHIEU BELLEAU ROCKLAND CENTRE 2305 CHEMIN ROCKLAND MONT ROYAL, QC H3P 3E9 CANADA	2016 Uniform Service Agreement Dated 05/01/2016	\$0.00
Bauer Hockey Corp.	HOCKEY EXPERTS TROIS-RIVIERES ATTENTION: KEVIN DESROCHERS, PROGRAM COORDINATOR 1687 BOULEVARD DU CARMEL TROIS-RIVIERES, QC G8Z 3R8 CANADA	Team Program Contract Dated 05/14/2015	\$0.00
Bauer Hockey Corp.	HOCKEY LINE DISTRIBUTION 956 ROUTE D'ORSIN SAINT-GERVAIS , 74170 FRANCE	Marketing and Distribution Agreement Dated 01/01/2012 plus Amendments	\$0.00
Bauer Hockey Corp.	HOCKEY MINEUR ROSEMONT PETITE PATRIE H.M.R.P.P. (C.D.J.R.) C.P. 60 SAINT-MICHEL MONTREAL, QC H2A 3L8 CANADA	Team Program Contract Dated 01/28/2015	\$0.00
Bauer Hockey Corp.	HOCKEY NORTHWESTERN ONTARIO TREVOR HOSANNA 107 CUMBERLAND ST. N. THUNDER BAY, ON P7A 4M3 CANADA	2016 Uniform Service Agreement Dated 07/01/2016	\$0.00
Bauer Hockey Corp.	HODGINS, SUSAN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/01/2011	\$0.00
PSG Innovation Corp.	HOEY, THOMAS ADDRESS ON FILE	Independent Contractor Agreement Dated 10/15/2015	\$0.00
Performance Sports Group Ltd.	HOEY, THOMAS ADDRESS ON FILE	Stock Options Grants	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Lacrosse Group Inc.	HOFFMEISTER, RYAN ADDRESS ON FILE	Invention and Non-Disclosure Agreement Dated 11/11/2010	\$0.00
Bauer Hockey, Inc.	HOLLAND, PETER ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	HOME RUN PARK, INC. 711 S BEACH BLVD. ANAHEIM, CA 92804	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
BPS Diamond Sports Corp.	HOON/FORSYTHE TECHNOLOGIES, LLC 93 WATER STREET GUILFORD, CT 06437-2863	Consulting Agreement and Know How License plus amendment Dated 07/01/2014	\$0.00
BPS Diamond Sports Inc.	HOON/FORSYTHE TECHNOLOGIES, LLC 93 WATER STREET GUILFORD, CT 06437-2863	Consulting Agreement and Know How License plus amendment Dated 07/01/2014	\$0.00
Bauer Hockey, Inc.	HORVAT, BO ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	HOYT ARCHERY INC. 543 NEIL ARMSTRONG RD. ATTN: RANDY WALK, PRESIDENT SALT LAKE CITY, UT 84116-2825	License Agreement Dated 02/01/2006	\$0.00
Bauer Hockey Corp.	HRS HOCKEY MICHAEL FEDELE PRESIDENT P.O. BOX 1053 ST-LAZARE, QC CANADA	Product and Supply Agreement Dated 08/19/2014	\$0.00
Easton Baseball / Softball Inc.	HUGHES, COLBY ADDRESS ON FILE	Athletic Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	HUGHES, DARRYL ADDRESS ON FILE	Non-Compete Agreement Dated 11/30/2006	\$0.00
Performance Sports Group Ltd.	HUGHES, DARRYL ADDRESS ON FILE	Stock Options Grants	\$0.00
PSG Innovation Corp.	HUMAN FACTORS MD INC., 1188C CLOW ROAD GODFREY, ON KOH I TO CANADA	Services agreement Dated 10/11/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	HUMBER VALLEY HOCKEY ASSOCIATION GEORGE PAPPAS TREASURER PO BOX 40506 5230 DUNDAS STREET WEST TORONTO, ON M9B 6K8 CANADA	Product and Supply Agreement Dated 08/15/2015	\$0.00
Bauer Hockey, Inc.	HUTTON, BEN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	IA INTERIOR ARCHITECTS 515 SOUTH FIGUEROA STREET SUITE 2050 LOS ANGELES, CA 90071	Interior Architecture Contract Dated 03/31/2015	\$0.00
Easton Baseball / Softball Corp.	ICE & INLINE PO BOX 15266 NEW LYNN ATTN: MR. DARREN BLONG AUCKLAND, NEW ZEALAND	License Agreement Dated 12/01/2005	\$0.00
Easton Baseball / Softball Inc.	ICE & INLINE PO BOX 15266 NEW LYNN ATTN: MR. DARREN BLONG AUCKLAND, NEW ZEALAND	License Agreement Dated 12/01/2005	\$0.00
Bauer Hockey Corp.	ICE AND INLINE 2000 LTD. PO BOX 15266 NEW LYNN AUCKLAND, NEW ZEALAND	Marketing and Distribution Agreement (+ 2 Amendments) Dated 01/01/2009	\$0.00
Bauer Hockey Corp.	ICI LA SOURCE DU SPORT 5746, RUE JEAN-TALON EST MONTREAL, QC H1S 1M2 CANADA	Team Program Contract Dated 01/28/2015	\$0.00
Easton Baseball / Softball Inc.	ILLINOIS STATE UNIVERSITY DEPARTMENT OF ATHLETICS ATTN MELINDA FISCHER CAMPUS BOX 2660 NORMAL , IL 61790	Sponsorship Agreement Dated 08/01/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	INNEGRA TECHNOLOGIES, LLC 270 FEASTER RD. GREENVILLE, SC 29615	Co-Branding Agreement Dated 01/01/2016 plus Amendments	\$0.00
Bauer Hockey Corp.	INNISFAIL MINOR HOCKEY ASSOCIATION BOX 6028 INNISFAIL, AB T4G 1S7 CANADA	Product and Supply Agreement Dated 07/08/2014	\$0.00
Bauer Performance Sports Uniforms Corp.	INNISFAIL SOCCER CLUB 2009 WEBSTER BLVD INNISFAIL, ON L9S 2A3 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	INSTANT REPLAY / SPORTZONE 92 LODGE ST WATERLOO, ON N2J 2V6 CANADA	Team Program Contract Dated 04/08/2015	\$0.00
Easton Baseball / Softball Inc.	INSTANT REPLAY SPORTS, INC 1171 ROBERT BLVD. SLIDELL, LA 70458	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	INTEGRATED DISTRIBUTION SERVICES, INC. 3100 REEVES ROAD PLAINFIELD, IN 46168	Warehousing Service Agreement Dated 09/28/2015	\$0.00
Bauer Hockey Corp.	INTER-COMMERCE LLC MALIY SUHAREVSKIY PER.9 BLD. 1, OFFICE 36 MOSCOW, RUSSIA	Addendum to Marketing and Distribution Agreement No. 2 Dated 03/15/2013	\$0.00
Bauer Hockey Corp.	INTER-COMMERCE, LLC 68 MIRA PROSPECT MOSOW, 129110 RUSSIA	Amended and Restated Marketing and Distribution Agreement Dated 03/15/2013 plus Amendments	\$0.00
Bauer Hockey, Inc.	INTER-COMMERCE, LLC OFFICE 36, BLD. 1, 9, MALIY SUHAREVSKIY MOSCOW, 127051 RUSSIA	Marketing and Distribution Agreement Dated 04/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	INTERIOR ARCHITECTS, INC P.O. BOX 45179 SAN FRANCISCO, CA 94145-0179	Interior Design Services Proposal Dated 09/25/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	INTERNATIONAL SOFTBALL FEDERATION INC. 1900 SO. PARK ROAD PLANT CITY, FL 33563	ISF Certification License and Testing Agreement for Bats Dated 06/28/2006	\$0.00
Bauer Hockey, Inc.	INTERNET & TELEPHONE, LLC PO BOX 668 30 MASS AVENUE NORTH ANDOVER, MA 01845	Service Agreement Dated 09/21/2010	\$38,349.17
Easton Baseball / Softball Inc.	IOWA SPORTS SUPPLY 109 WASHINGTON ST. CEDAR FALLS, IA 50613	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	IROQUOIS NATIONALS LACROSSE 326 ROUTE 11 ONONDAGA NATION VIA NEDROW, NY 13120	Team Sponsorship Agreement Dated 06/01/2014	\$0.00
Easton Baseball / Softball Inc.	ISAACSON, MIKE ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$19,844.48
Easton Baseball / Softball Corp.	J&M ALVAREZ CO., ATTN: MARIO ALVAREZ NO. 120 CIUDAD NUEVO SANTO DOMINGO, DOMINICAN REPUBLIC	International Distributor Agreement Dated 01/01/2007	\$0.00
Performance Lacrosse Group Inc.	JACKSONVILLE UNIVERSITY ATTN: JOHN GALLOWAY 2800 UNIVERSITY BLVD N JACKSONVILLE, FL 322403221	University Sponsorship Agreement Dated 06/01/2016	\$0.00
Performance Sports Group Ltd.	JACOBI, CHARLES ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	JAKOBSONS, IVARS ADDRESS ON FILE	Confidentiality, Non-competition, and non-solicitation agreement Dated 10/18/2016	\$0.00
Bauer Hockey, Inc.	JALBERT, JAKE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00
Easton Baseball / Softball Inc.	JAMES L. EASTON FOUNDATION 7855 HASKELL AVENUE ATTN: GREG EASTON VAN NUYS, CA 94106	Name License Agreement Dated 12/03/2005 plus Amendments	\$0.00
Performance Sports Group Ltd.	JAMES, BRADLEY ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey Corp.	JAMES, BRADLEY ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/01/2011	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	JAN-PRO CLEANING SYSTEMS 5370 CANOTEK RD., UNIT 18 OTTAWA, ON K1J 9E8 CANADA	Cleaning Services Agreement Dated 08/04/2014	\$4,811.54
Easton Baseball / Softball Inc.	JAS D. EASTON, INC. 7855 HASKELL AVENUE SUITE 202 ATTN: JAMES EASTON VAN NUYS, CA 91406	Name License Agreement Dated 12/03/2005	\$0.00
Bauer Hockey Corp.	JEAN, PHILIPPE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 11/30/2015	\$0.00
Performance Sports Group Ltd.	JEAN, PHILIPPE ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	JEFFS SPORTING GOODS, INC 865 E. LAS TUNAS DR. SAN GABRIEL, CA 91776	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	JELINEK SPORTS GROUP INC. 2-2320 BRISTOL CIRCLE OAKVILLE, ON L6H 5S3 CANADA	First Amendment to License Agreement Dated 10/08/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	JEROME, SHAWN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/22/2015	\$0.00
Easton Baseball / Softball Inc.	JERRYS SPORTING GOODS 4031 SPORTS ST WICHITA FALLS, TX 76308	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	JIEXI COUNTY GUOYING SPORTS ARTICLES FACTORY HUIZHAI, JIEXI COUNTY JIE YANG, GUANDONG GUANGDONG, CHINA	Agreement for the Purchase of Specified Product Dated 08/29/2002	\$0.00
Easton Baseball / Softball Inc.	JIM LUDTKA SPORTING GOODS, INC. 3950 BROADWAY DEPEW, NY 14043	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	JIRI SEKAC, C/O OCTAGON-HOCKEY ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	JLE SPORTS EXCHANGE LLC DBA PLAY IT AGAIN SPORTS 6041 STATE ROUTE 30 SUITE 65	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
	GREENSBURG, PA 15601		
Easton Baseball / Softball Inc.	JOG PRODUCTS AND VIVID ATHLETICS PO BOX 623 RICHORO, PA 18954	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	JOHANSEN, RYAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	JOHN M. GROVE SPORTING GOODS, INC 729 E. MARKET ST. YORK, PA 17403	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	JOHN RENNIE HIGH SCHOOL - PROACTION HOCKEY ATTENTION: MATHIEU MONTREULL 501 BOUL ST. JEAN POINTE-CLAIRE, QC H9R 3J5 CANADA	Team Program Contract Dated 09/30/2014	\$0.00
Easton Baseball / Softball Inc.	JOHNNY MAC'S SPORTS GOODS STORES, INC. 10100 WATSON ROAD SAINT LOUIS, MO 63127	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	JOHNSON, MARCUS ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	JONES, STEVEN ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 11/08/2011	\$0.00
Performance Sports Group Ltd.	JONES, STEVEN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	JONQUIL SPORTING GOODS 1848 SPRING RD. SMYRNA, GA 30080	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	JOORIS, JOSH ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	JORDAN OUTDOOR ENTERPRISES, LTD. 1390 BOX CIRCLE COLUMBUS, GA 31907	License Agreement Dated 06/01/2014	\$2,692,094,224.50
Easton Baseball / Softball Inc.	JOSHUA DELPFREMONT BATTING RANGE (BLANK FORM) 1405 E. STATE ST. FREMONT, OH 43420	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	JOY, BRIAN ADDRESS ON FILE	Non-Disclosure Agreement Dated 02/09/1998	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	JP MORGAN CHASE BANK N.A. P.O. BOX 8438, STATION A TORONTO, ON M5W 3P1 CANADA	Client Authorization Designation Form Dated 02/10/2016	\$0.00
Bauer Hockey, Inc.	JRR STEELERS HOCKEY PROGRAM BARD REYNOLDS 207 MORAY STREET PORT MOODY, BC V3H-3Td CANADA	Fulfillment Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	JUST DUGS, INC DBA PLAY IT AGAIN SPORTS 4082 ELECTRIC RD. ROANOKE, VA 24018	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	KALRA, GOURAV ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 03/11/2016	\$0.00
Bauer Hockey, Inc.	KAMEKONA, AMANDA ADDRESS ON FILE	Sponsorship Agreement Dated 09/01/2015	\$0.00
BPS Diamond Sports Inc.	KAMEKONA, AMANDA ADDRESS ON FILE	Sponsorship Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	KANE FAMILY ENTERTAINMENT (EVANDER KANE) ADDRESS ON FILE	First Amendment to the Athlete Endorsement Contract Dated 09/01/2012	\$0.00
Bauer Hockey, Inc.	KANE, PATRICK ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	KAPLAN, MICHAEL ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 05/01/2015	\$0.00
Performance Sports Group Ltd. <u>Easton Baseball / Softball Inc.</u>	KAPLAN, MICHAEL MICK ADDRESS ON FILE	Stock Options Grants Offer Letter <u>Including Long-Term Incentive Dated</u> <u>4/30/2015</u>	\$0.00
Bauer Hockey Corp.	KARDOS, JEAN-FREDERIK CARON ADDRESS ON FILE	Non-competite, Non-Solicitation, NDA Dated 12/19/2012	\$0.00
Bauer Hockey, Inc.	KASSIAN, ZACK ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
BPS Diamond Sports Inc.	KAUFMAN, ROBERT ADDRESS ON FILE	Separation & Release Letter Agreement Dated 09/30/2016	\$0.00
Easton Baseball / Softball Inc.	KAYE, BRYAN ADDRESS ON FILE	Independent Sales Rep. Agreement Dated 12/17/2013	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	KBN WASHINGTON 634 CHALLENGER ROAD UNIT 100 SALT LAKE CITY, UT 84116	Lease Agreement Dated 12/01/1987 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	KEATING, CHRISTOPHER ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 10/16/2014	\$0.00
Bauer Hockey, Inc.	KELLY SERVICES 999 WEST BIG BEAVER ROAD TROY, MI 48084	Recruiter Agreement for Kelly Services Dated 04/30/2014	\$103,796.04
Easton Baseball / Softball Inc.	KELLY SERVICES, INC. 999 W. BIG BEAVER ROAD TROY, MI 48084	Customer Services (Staffing) Agreement Dated 04/30/2014	
Bauer Hockey, Inc.	KEMPPAINEN, JOONAS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	KENDALL ICE ARENA ATTENTION: MARY LOU, PRESIDENT 10355 HAMMOCK BOULEVARD MIAMI, FL 33196	Team Program Contract Dated 06/11/2014	\$0.00
Performance Lacrosse Group Inc.	KENNEY, NATHAN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/08/2014	\$0.00
Easton Baseball / Softball Inc.	KENS SPORTING GOODS 2610 HAMNER AVE NORCO, CA 92860	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	KENSINGTON VALLEY SPORTS, LLC KV SPORTS 22205 PONTIAC TRAIL SOUTH LYON , MI 48178	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	KENT, HARLAN ADDRESS ON FILE	Amended Employment Agreement Dated 09/22/2016	\$0.00
Bauer Hockey, Inc.	KENT, HARLAN ADDRESS ON FILE	Employment Agreement Dated 06/20/2016	\$0.00
Bauer Hockey Corp.	KERRY PARK ISLANDERS JUNIOR 8 ASSOCIATION CONTACT: MARK OSMOND 72 DELOUME ROAD MILL BAY , BC V0R 2P1 CANADA	Product Supply Agreement Dated 08/26/2015	\$0.00
Bauer Performance Sports-Uniforms Inc.	KETLEY JOSEPH ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/21/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	KINDL, JAKUB ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	KINGSTON INVESTMENTS, INC. 3690 N. ACADEMY BLVD COLORADO SPRINGS, CO 80917	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Corp.	KIRBY, SCOTT ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	KIRBY'S SOURCE FOR SPORT 894 CLOVERDALE AVENUE VICTORIA, BC V8X 2S8 CANADA	Product Supply Agreement Dated 08/26/2015	\$0.00
Bauer Hockey Corp.	KIRBY'S SOURCE FOR SPORT 894 CLOVERDALE AVENUE VICTORIA, BC V8X 2S8 CANADA	Team Program Contract Dated 08/26/2015	\$0.00
Easton Baseball / Softball Inc.	KIRHOFFER'S SPORTS, INC 2112 W. GALENA BLVD. AURORA, IL 60506	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	KISIEL, SUSAN ADDRESS ON FILE	Independent Contractor Agreement Dated 07/01/2016	\$754.38
Bauer Hockey, Inc.	KLIMCHUK, MORGAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	KM SPORTS 2132 SILVERNAIL ROAD PEWAUKEE, WI 53072	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	KNIC PROPERTIES C/O CORRELL LAW GROUP 250 PARK AVENUE 7TH FLOOR NEW YORK, NY 10177	Investment Side Letter Dated 08/01/2014	\$0.00
Bauer Hockey, Inc.	KNIGHT, HILARY ADDRESS ON FILE	Athlete Endorsement Contract Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	KOCH SPORTING GOODS 131 W 4TH ST. CINCINNATI, OH 45202	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	KOHL'S CORPORATE OFFICES N56 W17000 RIDGEWOOD DRIVE MENOMONEE FALLS, WI 53051	Independent Contractor Agreement Dated 03/27/2015	\$0.00
Performance Lacrosse Group Inc.	KOMBIND, LLC 379 WEST BROADWAY NEW YORK , NY 10018	Maverik SP18 Campaign Agreement Dated 10/07/2016	\$0.00
Bauer Hockey, Inc.	KONICA MINOLTA BUSINESS SOLUTIONS I DEPT. AT-952823 RAMSEY, NJ 07446	Premier Advantage Agreement Dated 06/01/2015	\$3,305.43
Bauer Hockey Corp.	KOSA SPORT AB LERTAGSGATAN 10 694 34 HALLSBERG, SWEDEN	Letter of Intent Dated 04/23/2010	\$0.00
Easton Baseball / Softball Inc.	KRAMAR'S IRON AND METAL, INC. 8821 SAN FERNANDO ROAD SUN VALLEY, CA 91352	Recycling Service Agreement Dated 08/10/2011	\$0.00
Bauer Hockey, Inc.	KREIDER, CHRIS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015 plus Amendments	\$0.00
Bauer Hockey Corp.	KRICK, THIERRY ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/01/2011	\$0.00
Performance Lacrosse Group Inc.	KROL, BRIAN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 07/21/2014	\$0.00
Bauer Hockey Retail Inc.	KRONOS, INC. 297 BILLERICA ROAD CHELMSFORD, MA 01824	Support Services Dated 09/12/2016	\$3,364.84
Bauer Hockey, Inc.	KUCHEROV, NIKITA ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	KUPER ACADEMY ATTENTION: GEORGE MARTIN 2975 EDMOND KIRKLAND, QC H9H 5K5 CANADA	Team Program Contract Dated 09/15/2014	\$0.00
Bauer Hockey, Inc.	L.S.2 SPORTS SERVICES INC. F/S/O LUKE SCHENN ADDRESS ON FILE	First Amendment to Athlete Endorsement Contract Dated 09/01/2011	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	LA JR. KINGS ASSOCIATION CONTACT: STEVE YOVETICH 555 N. NASH ST. EL SEGUNDO, CA 90245	Service Agreement 2016 Dated 01/15/2016	\$0.00
Bauer Hockey Corp.	LABONTE, IVAN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/01/2011	\$0.00
Performance Sports Group Ltd.	LABONTE, IVAN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey Corp.	LACOMBE MINOR HOCKEY ASSOCIATION 4515-48TH AVENUE LACOMBE, AB T4L 2C1 CANADA	Product Supply Agreement Dated 08/19/2014	\$0.00
Performance Lacrosse Group Inc.	LACROSSE UNLIMITED, INC. ATTN: JOE DESIMONE 59 GILPIN AVENUE HAUPPAUGE, NY 11788	Trade Agreement Dated 05/26/2016	\$0.00
Bauer Hockey Corp.	LADOUCEUR, MARTIN ADDRESS ON FILE	Non-Compete and Confidentiality Agreement Dated 02/17/2011	\$0.00
Bauer Hockey, Inc.	LAKE SUPERIOR STATE UNIVERSITY DEPARTMENT OF ATHLETICS DEPARTMENT 650 W. EASTERDAY AVE., SAULT STE. MARIE, MI 49783	Product Supply and Sponsorship Agreement Dated 05/01/2016	\$0.00
Bauer Hockey Corp.	LAKEVILLE YOUTH HOCKEY PRESIDENT: MARK BROWN PO BOX 135 LAKEVILLE, MN 55044	Team Program Contract Dated 06/17/2014	\$0.00
Bauer Hockey Corp.	LAMOUREUX, PIERRE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 01/19/2011	\$0.00
Bauer Hockey Corp.	LANGEVIN, CHRIS ADDRESS ON FILE	Letter of Termination Dated 11/30/2015	\$0.00
Easton Baseball / Softball Inc.	LANGLEY, LARRY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$0.00
Bauer Hockey Corp.	LAPERIERE, JEAN FRANCOIS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/01/2011	\$0.00
Performance Sports Group Ltd.	LAPERIERE, JEAN-FRANCOIS ADDRESS ON FILE	Stock Options-Grants	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	LARGE, COREY ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	LARKIN, DYLAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	LAROSE, BENOIT ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 08/18/2015	\$0.00
Bauer Hockey, Inc.	LAROSE, ROLAND ADDRESS ON FILE	Amended Employment Agreement Dated 03/09/2011	\$0.00
Performance Sports Group Ltd.	LAROSE, ROLAND ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	LARRY MOORE TROPHY & SPORTS 1538 GALLIA STREET PORTSMOUTH, OH 45662	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	LASALLE COBRAS ATTENTION: SEBASTIEN BELANDER, VP C. P. 3032, SUCCURSALE LAPIERRE LASALLE, QC H8N 3H2 CANADA	Product Supply Agreement Dated 03/02/2015	\$0.00
Bauer Hockey Corp.	LAUNCHLEAP 9310-9056 QUEBEC INC. 5060 AV. DU PARC SUITE 3 MONTREAL, QUEBEC, H2V 4G1 CANADA	Software-Service Agreement (Launchleap) Dated 02/29/2016	\$0.00
Easton Baseball / Softball Inc.	LAUREL'S NEST EGG C/O MATT LAWRENCE PO BOX 177 FAYETTEVILLE, AK 72702	Lease Agreement Dated 04/14/2014 plus Amendments	\$922.50
Bauer Hockey, Inc.	LAUREL'S NEST EGG LLC C/O MATT LAWRENCE PO BOX 177 FAYETTEVILLE, AR 72702-1777	Lease Agreement Dated 04/14/2014 plus Amendments	
Performance Lacrosse Group Inc.	LAURITA, CHRIS ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 01/17/2016	\$0.00
Easton Baseball / Softball Inc.	LAUX SPORTING GOODS 25 PINEVIEW DR AMHERST, NY 14228	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	LAVOIE-PURDY, DANIELLE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 03/26/2014	\$0.00
Bauer Hockey, Inc.	LAZAR, CURTIS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	LE, MINH ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 05/11/2016	\$0.00
Easton Baseball / Softball Inc.	LEDGENT SEARCH GROUP 21650 OXNAR STREET WOODLAND HILLS, CA 91367	Easton Recruiter Agreement Dated 02/04/2015	\$0.00
Easton Baseball / Softball Inc.	LEE BOROWIAK, INC DBA LEE'S SPORTS 206 EAST ST. LOUIS STREET NASHVILLE, IL 62263	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	LEE, ANDERS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	LEFTACK SA NOCHE DE PAZ 14-8 COLONIA NAVIDAD, DF, 05720 MEXICO	First Amendment to Marketing and Distribution Agreement Dated 01/01/2009	\$0.00
Bauer Hockey Corp.	LEFTACK SA NOCHE DE PAZ 14-8 COLONIA NAVIDAD, DF, 05720 MEXICO	Third Amendment to Marketing and Distribution Agreement Dated 01/01/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	LEGACY GLOBAL SPORTS HOLDINGS, INC. 99 BOW STREET SUITE 100W PORTSMOUTH, NH 03801	Amended and Restated Partnership Agreement Dated 03/04/2016 plus Amendments	\$0.00
Bauer Hockey, Inc.	LEGACY GLOBAL SPORTS, LLC 99 BOW STREET SUITE 100W PORTSMOUTH, NH 03801	Amended and Restated Partnership Agreement Dated 03/04/2016 plus Amendments	\$0.00
Bauer Hockey Corp.	LEGAULT, JOSEE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 07/29/1999	\$0.00
Performance Lacrosse Group Inc.	LEGG, GEOFFREY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/17/2014	\$0.00
Bauer Hockey, Inc.	LEIVO, JOSH ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	LELANDS DBA SPORTJUNK 2023 S. COOPER STREET ARLINGTON, TX 76010	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	LEMOINE, GLEN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 02/12/2013	\$0.00
Easton Baseball / Softball Inc.	LEONIAN SINGAPORE PTE., LTD. ATTN: MS. JIN HAIYAN 4 CHANG CHARN ROAD 159633 SINGAPORE	Importer Agreement (South Korea) Dated 06/01/2016	\$0.00
Easton Baseball / Softball Corp.	LES 4 CHEVALIERS 7 DES FAISANS MERCIER, QC J6R 2R6 CANADA	Partnership Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	LES SERVICES MANAGERS ROYLTEE 9000 RUE DE L'INNOVATION ANJOU, QC H1J 2X9 CANADA	Foreign Language Agreement Dated 01/20/2015	\$13,884.87
Bauer Hockey Corp.	LETTERMEN SPORTS 9199 CENTRAL AVENUE NORTH BLAINE, MN 55434	Team Program Contract Dated 12/04/2013	\$0.00
Easton Baseball / Softball Inc.	LEWIS, NATE ADDRESS ON FILE	Independent Sales Rep Agreement (+ 1st Amendment) Dated 04/01/2016	\$0.00
Easton Baseball / Softball Inc.	LEWIS, NATE ADDRESS ON FILE	First Amendment to Independent Sales Representative Agreement Dated 05/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	LEWIS, NATE ADDRESS ON FILE	Independent Sales Rep Agreement Dated 04/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	LI & ASSOCIATES, INC. 77 ROLLING OAKS DRIVE, STE. 301 THOUSAND OAKS, CA 91361	Proposal - Structural Engineering Service Dated 08/12/2015	\$0.00
Bauer Hockey, Inc.	LIBBY, RYAN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 04/22/2016	\$0.00
Performance Sports Group Ltd.	LIBERTY INTERNATIONAL UNDERWRITERS 181 BAY ST. SUITE 1000 TORONTO, ON M5J 2T3 CANADA	Employment Practices Liability Insurance Dated 07/30/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	LIBERTY INTERNATIONAL UNDERWRITERS 181 BAY ST. SUITE 1000 TORONTO, ON M5J 2T3 CANADA	Public Advantage Liability Policy for Directors and Officers Dated 06/01/2016	\$0.00
Bauer Hockey Corp.	LIBERTY MUTUAL INSURANCE COMPANY 181 BAY ST. SUITE 1000 TORONTO, ON M5J 2T3 CANADA	Excess Liability Policy Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	LIFESTYLEDESIGN, INC. FRED BLAUDEAU, VP BRAND STRATEGY & COMMUNICATION 1-7-11, SUITE 409 HIGASHI-GOTANDA SHINASAWA-KU TOKYO, 141-0022 JAPAN	Lifestyle design/Easton Graphic design Proposal Dated 08/10/2015	\$0.00
BPS Diamond Sports Inc.	LITTLE LEAGUE BASEBALL AND SOFTBALL 539 US ROUTE 15 HWY P. O. BOX 3485 ATTN: EMILY MCELHENY WILLIAMSPORT, PA 17701-0485	Bat Licensing Agreement Dated 10/15/2014	\$5,000.00 43,043.48
Easton Baseball / Softball Inc.	LITTLE LEAGUE BASEBALL INC ATTN: LIZ DILULLO BROWN 539 US ROUTE 15 HWY WILLIAMSPORT, PA 17701	Sponsorship Agreement Dated 01/01/2016	
BPS Diamond Sports Inc.	LITTLE LEAGUE BASEBALL, INC. C/O LIZ DILULLO BROWN VICE PRESIDENT OF MARKETING AND STRATEGIC PARTNERSHIPS 539 US ROUTE HIGHWAY 15 SOUTH WILLIAMSPORT, PA 17702	Bat Licensing Agreement	
Easton Baseball / Softball Inc.	LITTLE LEAGUE BASEBALL, INC. C/O LIZ DILULLO BROWN VICE PRESIDENT OF MARKETING AND STRATEGIC PARTNERSHIPS 539 US ROUTE HIGHWAY 15 SOUTH WILLIAMSPORT, PA 17702	Trademark Licensing Agreement Dated 06/01/2015	

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	LITTLE LEAGUE INCORPORATED 539 US ROUTE 15 HWY PO BOX 3485 WILLIAMSPORT, PA 17701-0485	Bat Licensing Agreement Dated 11/11/2016	
Easton Baseball / Softball Inc.	LLOYDS SPORTING EQUIPMENT AND TEAM APPAREL 418 W. LINCOLN AVE ORANGE , CA 92856	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	LNC SPORTS, LLC D.B.A. INSTANT REPLAY SPORTS 1767 EAST SHORE DRIVE ITHACA, NY 14850	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	LOCKRIDGE, DAVID ADDRESS ON FILE	Stock Options Grants	\$0.00
Performance Sports Group Ltd. Bauer Hockey Corp.	LOCKTON COMPANIES LLC 444 W 47TH ST STE 900 KANSAS CITY, MO 64112-1906 LOCK JOCK - REGG MILLER 16 BROOKERS LANE UP06 ETOBICOKE, ON M8V 0A5 CANADA	Financial Risks License Agreement Dated 06/01/2016 plus Amendments 12/22/2014	\$0.004,675.41
Performance Sports Group Ltd.	LOCKTON COMPANIES LLC 444 W 47TH ST STE 900 KANSAS CITY, MO 64112-1906	Financial Risks Insurance Policy Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	LOGOZ L.L.C 1344 10TH STREET GERING, NE 69341	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	LONDON BANDITS ATTENTION: KEVIN BERGERON, PRESIDENT PO BOX 35067 NELSON PARK POSTAL OUTLET LONDON, ON N5W 5Z6 CANADA	Product and Supply Agreement Dated 06/13/2014	\$0.00
Bauer Hockey Corp.	LONDON DEVILLETES MINOR HOCKEY ASSOCIATION STEVE MILNE SPONSOR DIRECTOR 18 ALOMAR DR. LONDON, ON N6 4M1 CANADA	Product and Supply Agreement Dated 10/21/2015 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	LONDON SOURCE FOR SPORTS 406 WHARNCLIFFE ROAD SOUTH LONDON , ON N6J 2M4 CANADA	Product and Supply Agreement Dated 10/21/2015 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	LONG ISLAND ATHLETIC SUPPLY, INC 34 HEMPSTEAD TRIPLE FARMINGDALE, NY 11735	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	LORTSCHER, LANE ADDRESS ON FILE	Exclusive License Agreement Dated 05/21/2007	\$479,645 12.83
Easton Baseball / Softball Inc.	LOTT MONEHEN MARKETING ADDRESS ON FILE	Independent Sales Rep Agreement Dated 10/01/2011	\$0.00
Easton Baseball / Softball Inc.	LOWRIE, JED ADDRESS ON FILE	Sponsorship Agreement Dated 04/01/2015	\$0.00
Performance Lacrosse Group Inc.	LOYOLA UNIVERSITY ATTN: CHARLIE TOOMEY 4501 N CARLES STREET BALTIMORE, MD 21210	University Sponsorship Agreement Dated 07/01/2015	\$0.00
Performance Sports Group Ltd.	LUCCHINO, LAWRENCE ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	LUCE, CHAD ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 05/31/2016	\$0.00
Performance Sports Group Ltd.	LUNDQVIST, HENRIK ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Performance Sports Uniforms Corp.	LUPINACCI, TONY ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 05/09/2013	\$0.00
Bauer Hockey Corp.	MACKAY, LEE ADDRESS ON FILE	Non-Compete Agreement Dated 07/22/2009	\$0.00
Performance Sports Group Ltd.	MACKAY, LEE ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	MADA EMBROIDERY & SCREEN PRINTING , LLC 5533 CLEM'S WAY STEVENS POINT, WI 54482	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	MAJOR LEAGUE LACROSSE BRIGHTON LANDING EAST 20 GUEST STREET, SUITE 125 BRIGHTON, MA 02135	Partnership Agreement Dated 03/25/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	MAKO CREATIONS 16 B RUE DE BILLANCOURT BOULOGNE BILLANCOURT, 92100 FRANCE	Coexistence Agreement Dated 07/06/2016	\$0.00
Easton Baseball / Softball Inc.	MALVIK, ERIK ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00 <u>1,252.35</u>
Performance Sports Group Ltd.	MANNELLY, MATTHEW ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey Corp.	MAPLE LEAF SPORTS BVBA WECHELSEBAAN 77 BE-2275 LILLE, BELGIUM	Marketing and Distribution Agreement Dated 11/01/2015 plus Amendments	\$0.00
Bauer Hockey, Inc.	MARADAPU, SIVA ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/04/2012	\$0.00
Easton Baseball / Softball Inc.	MARANO, TONY ADDRESS ON FILE	Independent Sales Rep Agreement Dated 12/09/2013	\$0.00 <u>1,989.53</u>
Performance Lacrosse Group Inc.	MARASCO, JOSEPH ADDRESS ON FILE	Athlete Agreement Dated 08/01/2013	\$0.00
Bauer Hockey Corp.	MARCI SKATE CO. LTD. VACI UT 168 "L" BUDAPEST, 4439 <u>01138</u> HUNGARY	Marketing and Distribution Agreement plus First Amendment Dated 01/01/2009 plus Amendments	\$0.00
Bauer Performance Sports Uniforms Inc.	MARFURT, WILLIAM ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 08/07/2015	\$0.00
Easton Baseball / Softball Inc.	MARKEST, INC DBA THE BASEBALL DUG 1520 WASHINGTON BLVD. #100 MONTEBELLO, CA 90640	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	MARQUETTE UNIVERSITY AL MCGUIRE CENTER ATTN: JOE AMPLO 770 N 12TH STREET MILWAUKEE, WI 53233	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	MARTEL, PASCAL ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/28/2009	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	MARTENSVILLE MINOR HOCKEY ASSOCIATION ATTENTION: RANDY BROWNLEE, SALES MANAGER 555 MAIN ST. MARTENSVILLE, SK S0K 2T0 CANADA	Team Program Contract Dated 05/01/2014	\$0.00
Easton Baseball / Softball Inc.	MARTIN PROPERTIES, INC. ATTN: ROB MARTIN, PRESIDENT 890 HAMPSHIRE ROAD SUITE A WESTLAKE VILLAGE, CA 91361	Lease Agreement Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	MARTIN, CATHERINE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/15/2010	\$0.00
Bauer Hockey Corp.	MARTIN, HUGO ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 12/12/2012	\$0.00
Bauer Hockey, Inc.	MARTIN, JESSICA ADDRESS ON FILE	Non-Compete and Confidentiality Agreement Dated 05/12/2016	\$0.00
Bauer Hockey Corp.	MARUMAN KOREA CO. LTD. 3F COSMO BUILDING 1534-5 SEOCHODONG SEOCHOKU SEOUL, KOREA, REPUBLIC OF	Fourth Amendment to Marketing and Distribution Agreement Dated 01/01/2012 plus Amendments	\$0.00
Bauer Hockey Corp.	MASSIE, BRIAN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Easton Baseball / Softball Corp.	MASSIE, BRIAN ADDRESS ON FILE	Independent Sales Rep Agreement Dated 09/05/2014 plus Amendments	\$0.00
Bauer Performance Sports Uniforms Corp.	DENTE, MASSIMO ADDRESS ON FILE	Amended Employment Agreement Dated 05/25/2015	\$68.90
Bauer Hockey, Inc.	MATHER, MIKE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 04/20/2012	\$0.00
Bauer Hockey, Inc.	MATTHEWS, AUSTON ADDRESS ON FILE	Athlete Endorsement Contract Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	MATTOX INVESTMENTS, LLC DBA TOP NOTCH TRAINING 4461 COMMERCE STREET GRENADA, MS 38901	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	MAXWELL, JASON ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 01/22/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd. Bauer Hockey, Inc.	MAVER, OLIVER MAXWELL, JASON ADDRESS ON FILE	Stock Options Grants Offer Letter Including Transition Bonus Dated 1/8/2016	\$0.00
Performance Sports Group Ltd.	MAZZOLA III, SALVATORE ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	MC SPORTS & PRINTING 293 E. REDLANDS BLVD SAN BERNARDINO, CA 92408	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	MCC SPORTS, INC. 2220 COUNTY ROAD 210 W SUITE 108 ATTN: JESS VOSSLER ST. JOHNS, FL 32259	Title Sponsorship Contract Dated 12/17/2015	\$0.00
Bauer Hockey, Inc.	MCCARRON, MICHAEL ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	MCCARTAN, JOHN ADDRESS ON FILE	Separation & Release Letter Agreement Dated 08/05/2016	\$0.00
Bauer Hockey, Inc.	MCCARTHY, ALICE ADDRESS ON FILE	Confidentiality, Non-Competition, and Non-Solicitation Agreement Dated 09/11/2014	\$0.00
Bauer Hockey, Inc.	MCDERMOTT, BRYAN ADDRESS ON FILE	Non-Compete Agreement Dated 01/09/2007	\$0.00
Performance Sports Group Ltd.	MCDERMOTT, BRYAN ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey Corp.	MCDONALD, ROB ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Performance BPS Diamond Sports Group Ltd. Inc.	MCDONALD, BERNARD MCGAVIN, JEFF ADDRESS ON FILE	Stock Options Grants Endorsement Agreement Dated 09/01/2012	\$03,500.00
Bauer Hockey Corp.	MCGILL UNIVERSITY ATTN: DR. NATHAN CURRIER, RESEARCH CONTRACTS OFFICE OF SPONSORED RESEARCH JAMES ADMINISTRATION BUILDING, 2ND FLOOR 845 SHERBROOKE STREET WEST MONTREAL, QUEBEC, H3A 0G4 CANADA	Research Agreement - McGill University Dated 03/01/2014 plus Amendments	\$22,566.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	MCGILL UNIVERSITY REDMEN ATTENTION: MR. KELLY NOBES & MR. PETER SMITH 475 PINE AVENUE WEST MONTREAL, QC H2W 1S4 CANADA	Team Program Contract Dated 09/19/2014	\$0.00
Performance Sports Group Ltd. <u>Bauer Hockey Corp.</u>	MCGOWN, KATHRYN ADDRESS ON FILE	Stock Options-Grants <u>Letter of Termination Dated 08/02/2016</u>	\$0.00
Bauer Hockey, Inc.	MCKEGG, GREG ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	MCKENZIE, CAROLYN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 02/19/2016	\$0.00
Bauer Hockey, Inc.	MCNENIMAN, THOMAS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 03/29/2010	\$0.00
Performance Sports Group Ltd.	MCNENIMAN, THOMAS ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	MEDAGLIO, LINDA ADDRESS ON FILE	Confidentiality, Non-Competition and non-Solicitation Agreement Dated 05/29/2012	\$0.00
Bauer Performance Sports Uniforms Corp.	MEO HOLDINGS, INC. 10-BERTAL RD. TORONTO, ON M6M 4M4 CANADA	Lease Agreement Dated 01/07/2012 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	MERCER UNIVERSITY ATHLETICS 1501 MERCER UNIVERSITY DRIVE MACON, GA 31207-0001	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	MERCYHURST COLLEGE DEPARTMENT OF ATHLETICS 501 EAST 38TH STREET ERIE , PA 16546	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	MERRIMACK COLLEGE DEPARTMENT OF ATHLETICS 315 TURNPIKE STREET NORTH ANDOVER , MA 01845	Product Supply and Sponsorship Agreement Dated 05/01/2015	\$0.00
Performance BPS Diamond Sports Group Ltd. <u>Inc.</u>	MESSIER, MARK MERRITT, KIRSTI ADDRESS ON FILE	Option Endorsement Agreement <u>Notice of Grant of Stock Options- Dated 06/29/2012 08/2016</u>	\$0.00
Performance Sports Group Ltd.	MESSIER, MARK ADDRESS ON FILE	Stock Options-Grants	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	MIAMI TORO'S ATTENTION: MARY LOU, PRESIDENT 10355 HAMMOCK BOULEVARD MIAMI, FL 33196	Team Program Contract Dated 06/11/2014	\$0.00
Bauer Hockey, Inc.	MIAMI UNIVERSITY UNIVERSITY'S ATHLETIC DEPARTMENT ATTENTION: L JOSH FENTON ASSOCIATE ATHLETIC DIRECTOR 230 MILLET HAYES OXFORD, OH 45056	Product Supply and Sponsorship Agreement Dated 07/01/2012	\$0.00
Bauer Hockey Corp.	MICHAUD-PAQUETTE, YANNICK ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 02/25/2014	\$0.00
Performance Sports Group Ltd.	MICHELLE, SAVERIO ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	MICHIGAN STATE UNIVERSITY DEPARTMENT OF ATHLETICS 218 JENISON FIELD HOUSE EAST LANSING, MI 48824	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	MICROSOFT CORPORATION LEGAL AND CORPORATE AFFAIRS VOLUME LICENSING GROUP ONE MICROSOFT WAY REDMOND, WA 98052	Business and Services Agreement	\$904.63
Bauer Hockey, Inc.	MICROSOFT CORPORATION LEGAL AND CORPORATE AFFAIRS VOLUME LICENSING GROUP ONE MICROSOFT WAY REDMOND, WA 98052	Enterprise Agreement - Volume Licensing	
Bauer Hockey, Inc.	MICROSOFT CORPORATION LEGAL AND CORPORATE AFFAIRS VOLUME LICENSING GROUP ONE MICROSOFT WAY REDMOND, WA 98052	Enterprise Enrollment Selection Form - Volume Licensing	
Bauer Hockey, Inc.	MICROSOFT CORPORATION LEGAL AND CORPORATE AFFAIRS VOLUME LICENSING GROUP ONE MICROSOFT WAY REDMOND, WA 98052	Volume Licensing - Customer Price Sheet - Final Pricing Dated 01/28/2014	

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	MICROSOFT LICENSING GP DEPARTMENT 551 VOLUME LICENSING 6100 NEIL ROAD SUITE 210 RENO, NV 89511	Program Signature Form Dated 02/01/2014	
Bauer Hockey, Inc.	MICROSOFT LICENSING, GP 6100 NEIL RD STE 100 RENO, NV 89511	Transaction Tax Terms - Volume Licensing	
Bauer Hockey, Inc.	MICROSOFT LICENSING, GP DEPT. 551, VOLUME LICENSING 6100 NEIL ROAD, SUITE 210 RENO, NV 89511	Enterprise Enrollment (Direct) - Volume Licensing	
Bauer Hockey, Inc.	MICROSOFT LICENSING, GP DEPT. 551, VOLUME LICENSING 6100 NEIL ROAD, SUITE 210 RENO, NV 89511	Program Signature Form - Volume Licensing Dated 01/29/2014	
Bauer Hockey, Inc.	MICROSOFT LICENSING, GP DEPT. 551, VOLUME LICENSING 6100 NEIL ROAD, SUITE 210 RENO, NV 89511	Volume Licensing- Tax Terms & Conditions	
Bauer Hockey, Inc.	MILANO, SONNY ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	MINSON SPORTING GOODS LTD. 10FL 145, SEC. 2 MIN-SHENG E. RD TAIPEI, TAIWAN	Agreement for the Purchase of Specified Product Dated 09/17/2002	\$0.00
Bauer Hockey, Inc.	MISSION ITECH HOCKEY, INC., 175 TECHNOLOGY DRIVE, SUITE 150 IRVINE, CA 92618	License Agreement Dated 02/28/2003	\$0.00
Bauer Hockey Corp.	MISSION PRODUCT HOLDINGS, INC 60 EAST 42ND STREET NEW YORK, NY 10165	Assignment and Agreement	\$0.00
Bauer Hockey, Inc.	MISSION PRODUCT HOLDINGS, INC 60 EAST 42ND STREET NEW YORK, NY 10165	Assignment and Agreement	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	MIX SPORTS CO., LTD. 402 OFFICETEL ILBEONJI TOEGYE-RO 303 JUNG-GU, SEOUL, 04560 KOREA, REPUBLIC OF	Distribution Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	MODELS SPORTING GOODS 498 SEVENTH AVENUE, 20TH FLOOR NEW YORK, NY 10018	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	MOHNS, THOMAS ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	MOHNS, TROY ADDRESS ON FILE	Amended Employment Agreement	\$0.00
Bauer Hockey, Inc.	MOHNS, TROY ADDRESS ON FILE	Severance Letter for Troy Mohns Dated 08/01/2016	\$0.00
Easton Baseball / Softball Inc.	MOJO SPORTS LLC 6001 SE 15TH ST MIDWEST CITY, OK 73110	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	MONAHAN, SEAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	MONCKTON, MIKE ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$12,536.77
Bauer Hockey, Inc.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	2016 Uniform Service Agreement Dated 04/28/2016	\$0.00
Bauer Hockey, Inc.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	2016 Uniform Service Agreement Dated 05/13/2016	\$0.00
Bauer Hockey, Inc.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	Service Agreement 2016 Dated 01/15/2016	\$0.00
Bauer Hockey, Inc.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	Subordination Agreement Dated 07/18/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	Team Program Contract Dated 05/13/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	MONTGOMERY, EMILY ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 12/11/2015	\$0.00
Performance Sports Group Ltd.	MONTGOMERY, IAN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Performance Sports Group Ltd.	MOORE, STEPHEN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	MOORE, STEVE ADDRESS ON FILE	Amended Employment Agreement Dated 06/19/2012	\$0.00
Bauer Hockey Corp.	MOOSEHEADS AAA HOCKEY ATTENTION: RYAN MOORE 136 CHATEAU KIRKLAND KIRKLAND, QC H9H 3B5 CANADA	Team Program Contract Dated 09/03/2014	\$0.00
Bauer Hockey, Inc.	MORAN, BRENT ADDRESS ON FILE	Athlete Endorsement Contract Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	MORIN, FRANCIS ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 06/27/2016	\$0.00
Performance Lacrosse Group Inc.	MORRIS, ANDREW ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 04/02/2015	\$0.00
Performance Sports Group Ltd.	MORRIS, KRYSTIN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	MORRIS, KRYSTIN ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	MOTIVE SPOR VE MEDIKAL URUNLER TEKSTIL PAZ. LTD. STI. SEHERYILDIZI SOK NO: 38 ISTANBUL, TURKEY	Marketing & Distribution Agreement (+ 3 Amendments & Assignment) Dated 01/01/2009 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	MOUNT ST. MARY'S UNIVERSITY ATTN: TOM GRAVANTE 16300 OLD EMMITSBURG ROAD EMMITSBURG, MD 21727	University Sponsorship Agreement Dated 06/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	MSG MEDIA MSG HOLDINGS, L.P. 4 PENN PLAZA NEW YORK, NY 10121-0078	Materials Release	\$0.00
Bauer Hockey, Inc.	MSHSL 2100 FREEWAY BLVD. BROOKLYN CENTER , MIN 55430	Sponsorship Agreement Dated 09/01/2004	\$0.00
Bauer Performance Sports Uniforms Corp.	NAUSUM VSL ATTN: LINA BALBAA 7270 BLACKWOOD MEWS MISSISSAUGA, ON L5N 8G9 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 02/10/2016	\$0.00
Bauer Hockey Corp.	NADEAU, NORMAND ADDRESS ON FILE	Severance Letter for Normand Nadeau Dated 11/02/2016 plus Amendments	\$0.00
Performance Sports Group Ltd.	NADEAU, NORMAND ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	NATALE SPORTING GOODS 209 FIFTH AVENUE MCKEESPORT, PA 15132	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	NATIONAL COLLEGIATE HOCKEY CONFERENCE 1631 MESA AVENUE SUITE C COLORADO SPRINGS, CO 80906	Product Supply and Sponsorship Agreement Dated 09/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	NATIONAL FASTPITCH COACHES ASSOCIATION ATTN: CAROL BRUGGEMAN 2641 GRINSTEAD DRIVE LOUISVILLE, KY 40206	Sponsorship Agreement Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	NAULT, DONALD ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/01/1997	\$0.00
Easton Baseball / Softball Inc.	NAUMAN SPORTING GOODS DBA PLAY IT AGAIN SPORTS 17100 ROYALTON RD. STRONGSVILLE, OH 44136	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	NAVAL ACADEMY ATHLETIC ASSOCIATION RICKETTS HALL 566 BROWNSON ROAD ANNAPOLIS, MD 21402	Naval Academy Sponsorship Agreement Dated 07/18/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	NAVEX GLOBAL 6000 MEADOWS ROAD SUITE 200 LAKE OSWEGO, OR 97035	Licensing Agreement Dated 11/26/2012 plus Amendments	\$0.00
Bauer Hockey, Inc.	NAVEX GLOBAL, INC. 6000 MEADOWS ROAD SUITE 200 LAKE OSWEGO, OR 97035	Addendum to License and Services Agreement Dated 12/21/2012 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	NDS PO BOX 61002 ANAHEIM, CA 92803	Mail Delivery Service Agreement Dated 08/30/2016	\$2,075.98
Easton Baseball / Softball Inc.	NDS P.O. BOX 61002 ANAHEIM, CA 92803	Mail Service Contract Dated 08/30/2016	
Bauer Hockey, Inc.	NELLIGAN SPORTS MARKETING AT UNIVERSITY OF MASSCHUSETTS AMHERST PAM BATALIS GENERAL MANAGER 38 BOYDEN BUILDING 131 COMMONWEALTH AVE., AMHERST, MA 01003	Confirmation of Corporate Partnership Agreement Dated 07/01/2013	\$0.00
Bauer Hockey, Inc.	NEMEROFF, JAY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/15/2015	\$0.00
Bauer Hockey Corp.	NENES, DANNY ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 08/02/2011	\$0.00
Easton Baseball / Softball Inc.	NEW BERN SPORTING GOODS 3721 TRENT ROAD NEW BERN, NC 28562	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	NEW ERA CAP CO. INC. 160 DELAWARE AVENUE BUFFALO, NY 14202-2404	New Era Internet and Online Sales Policy	\$0.00
Easton Baseball / Softball Inc.	NEW ERA CAP CO. INC. 160 DELAWARE AVENUE BUFFALO, NY 14202-2404	Purchase Agreement and Internet Sales Policy	\$0.00
Bauer Hockey, Inc.	NEW ERA CAP CO., INC. ATTENTION: BUSINESS DEVELOPMENT SR. DIRECTOR 160 DELAWARE AVENUE BUFFALO, NY 14202	Supply Agreement and First Amendment Dated 04/02/2010 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	NEW GENERATION DBA CASUAL ADVENTURES (BLANK) 3451 N. WASHINGTON BLVD. ARLINGTON, VA 22201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	NEW GENERATION, INC 3451 N WASHINGTON BLVD ARLINGTON, VA 22201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	NEW HAMBURG HUSKIES HOCKEY ASSOCIATION ATTENTION: KORY GREEN, PRESIDENT 1291 NAFZIGER ROAD UNIT #1 BADEN , ON N3A 0C4 CANADA	Team Program Contract Dated 04/08/2015	\$0.00
Bauer Hockey Corp.	NEW TECUMSETH TORNADOS MINOR HOCKEY ASSOCIATION ATTENTION: CHRIS BEAUSAERT, VP P.O. BOX 496 7300 INDUSTRIAL PARKWAY ALLISTON, ON L9R 1V7 CANADA	Team Program Contract Dated 04/14/2014	\$0.00
Easton Baseball / Softball Inc.	NEWMAN, CORY J ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Performance Lacrosse Group Inc.	NEWMAN, JESSE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00
Bauer Hockey, Inc.	NHL ENTERPRISES, LP 1185 AVENUE OF THE AMERICAS NEW YORK, NY 10036	Equipment License Agreement Dated 07/01/2016	\$0.00 100,902.67
Bauer Hockey Corp.	NIAGARA NORTH ASSOCIATION CONTACT: JIM CRAIG	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Bauer Hockey, Inc.	NIAGARA UNIVERSITY DEPARTMENT OF ATHLETICS 5795 LEWISTON ROAD LEWISTON , NY 14109	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Performance Sports Group Ltd.	NICHOLSON, ROBERT ADDRESS ON FILE	Stock Options-Grants	\$0.00
Performance Sports Group Ltd.	NICKERSON, DAVID ADDRESS ON FILE	Stock Options-Grants	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	NICKERSON, TIM ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/04/2015	\$0.00
Bauer Hockey, Inc.	NIEDERREITER, NINO ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	NIKE INTERNATIONAL LIMITED 1 BOWERMAN DRIVE BEAVERTON, OR 97005-6453	Prior Rights Agreement Dated 04/09/2004	\$0.00
Bauer Hockey Corp.	NIKE, INC. ATTN: MARGO FOLWER ONE BOWERMAN DRIVE BEAVERTON, OR 97005-6453	Trademark License Agreement Dated 04/16/2008 plus Amendments	\$105,286.52
Easton Baseball / Softball Inc.	NIXON PEABODY LLP GAS COMPANY TOWER 555 WEST FIFTH STREET 46TH FLOOR ATTN: SETH LEVY LOS ANGELES, CA 90013	Agreement for Legal Services from Nixon Peabody LLP Dated 01/05/2015	\$140,006.17
Easton Baseball / Softball Inc.	NOBLE STUDIOS, INC 50 W LIBERTY ST, SUITE 800 RENO, NV 89501	Retainer for Strategic Planning and Marketing Dated 06/01/2016	\$2,250.00
Easton Baseball / Softball Inc.	NOBLE STUDIOS, INC 50 W LIBERTY ST, SUITE 800 RENO, NV 89501	Statement of Work Dated 05/18/2016	
Bauer Hockey Corp.	NOCSAE, C/O MICHAEL OLIVER 11020 KING STREET SUITE 215 OVERLAND PARK, KS 66210	License Agreement Dated 10/05/2015	\$22,276,903 <u>1,886.23</u>
Easton Baseball / Softball Inc.	NOCSAE, C/O MICHAEL OLIVER 11020 KING STREET SUITE 215 OVERLAND PARK, KS 66210	License Agreement Dated 10/05/2015	
Bauer Hockey, Inc.	NORTH AMERICAN HOCKEY LEAGUE 2601 AVENUE OF THE STARS FRISCO, TX 75034	Equipment Supplier and Sponsorship Agreement Dated 05/01/2016	\$0.00
Bauer Hockey, Inc.	NORTH AMERICAN HOCKEY LEAGUE, INC. 2601 AVENUE OF THE STARS FRISCO, TX 75034	EQUIPMENT SUPPLIER AND SPONSORSHIP AGREEMENT Dated 05/01/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Performance Sports-Uniforms-Corp.	NORTH DURHAM UNITED FC ATTN: BRIAN KAVANAUGH PO BOX 302 PORT BERRY, ON L9L 1A4 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	NORTH TEXAS WARRIORS YOUTH HOCKEY, INC. 15851 DALLAS PARKWAY SUITE 800 ADDISON, TX 75001	Team Program Contract Dated 05/13/2015	\$0.00
Bauer Hockey, Inc.	NORTHEAST MAILING SYSTEMS, LLC 26 BANK STREET LEBANON, NH 03766	Mail Equipment Lease Dated 05/01/2016	\$0.00
Easton Baseball / Softball Inc.	NOTION FEATURES INC. 718 N. HOOVER ST. LOS ANGELES, CA 90029	Service Retainer Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	NOTION FEATURES, INC. 718 NORTH HOOVER STREET ATTN: CONOR SIMPSON LOS ANGELES, CA 90029	Retainer Agreement for Notion Features Dated 06/01/2016	\$0.00
Performance Lacrosse Group Inc.	NOTRE DAME ATHLETICS ATTN: KEVIN CORRIGAN JOYCE CENTER NOTRE DAME, IN 46556	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	NUGUR, HEMANTH ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 01/09/2015	\$0.00
Bauer Hockey, Inc.	NYLANDER, ALEX ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2016	\$0.00
Bauer Hockey, Inc.	NYLANDER, WILLIAM ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2016	\$0.00
Easton Baseball / Softball Inc.	OAK TREE SPORTS CENTER LLC 910 OAK TREE AVENUE SOUTH PLAINFIELD , NJ 07080	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
<u>Bauer Hockey Corp.</u>	<u>OAKLEY, INC.</u> <u>ATTN: PRESIDENT, COLIN BADEN</u> <u>ONE ICON</u> <u>FOOTHILL RANCH, CA 92610</u>	<u>Second Amendment and Settlement to</u> <u>License Agreement Dated 1/30/2006</u>	<u>\$158,502.85</u>

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	OAKVILLE HORNETS GIRLS HOCKEY ASSOCIATION ATTENTION: RAY RODRIGUEZ 1663 NORTH SERVICE E OAKVILLE , ON L6H 7T1 CANADA	Team Program Contract Dated 04/14/2014	\$0.00
Bauer Performance Sports Uniforms Corp.	OAKVILLE SOCCER CLUB INC. 1520 PINE GLEN RD OAKVILLE, ON L6M 4P4 CANADA	Supply Agreement Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	OAKWOOD WORLDWIDE 9630 N. 25TH AVENUE, SUITE 300 PHOENIX, AZ 85021	Guest Lease Agreement for St-Laurent and Mitton Dated 10/20/2016	\$1,727.00
Bauer Hockey Corp.	OCHSNER HOCKEY & INLINE AG ATTN: JURG OCHSNER INDUSTRIESTRASSE 22 EMBRACH , 842408424 SWITZERLAND	Marketing & Distribution Agreement (+2 Amendments) Dated 01/01/2006 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	OKNY INC. DBA PLAY IT AGAIN SPORTS 2203 W. MAIN ST. SUITE #2 NORMAN, OK 73069	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	OLD DOMINION FREIGHT LINE, INC. PRICING DEPARTMENT 500 OLD DOMINION WAY THOMASVILLE, NC 27360	Pricing Agreement Dated 07/17/2015	\$2,570.04
Bauer Hockey, Inc.	OLOFSSON, GUSTAV ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	OLSON & CO., INC C/O ICF CONSULTING GROUP BOX 536259 PITTSBURGH, PA 15253	Email Program Configuration and Management Dated 08/18/2016	\$249,217.37
Bauer Hockey, Inc.	OLSON & CO., INC C/O ICF CONSULTING GROUP BOX 536259 PITTSBURGH, PA 15253	Hosting Services - Bauer.com Dated 05/31/2016	
Bauer Hockey Corp.	OMHA ATTENTION: JEREMIE GOUGH 25 BRODIE DRIVE, UNIT 3 RICHMOND HILL, ON L4B 3K7 CANADA	2016 Uniform Service Agreement Dated 05/01/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	ONEIDA SUZUKI INC. 434 LEMOX AVE. ONEIDA, NY 13421	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	OPENTEXT GXS 9711 WASHINGTONIAN BLVD. GAITHERSBURG, MD 20878	Catalogue Services Agreement Dated 11/01/2014	\$0.00
Easton Baseball / Softball Corp.	O'PRAY SPORTS AGENCY LTD. ADDRESS ON FILE	Independent Sales Rep Agreement Dated 09/05/2014 plus Amendments	\$0.00
Bauer Hockey Corp.	O'PRAY, MICHAEL ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Bauer Hockey, Inc.	ORACLE AMERICA, INC 500 ORACLE PARKWAY REDWOOD SHORES, CA 94085	Cloud Services Agreement Dated 02/06/2014	\$0.00
Bauer Hockey Corp.	ORANGEVILLE FLYERS ASSOCIATION CONTACT: STEVE SUMKA 275 ALDER ST. ORANGEVILLE, ON L9W 5H6 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Bauer Hockey Corp.	ORLANDO CORPORATION 6205 AIRPORT ROAD 5TH FLOOR MISSISSAUGA, ONTARIO, L4V 1E3 CANADA	Lease Agreement Dated 01/01/2011 plus Amendments	\$0.00
Performance Sports Group Ltd.	ORLANDO CORPORATION 6205 AIRPORT ROAD 5TH FLOOR MISSISSAUGA, ONTARIO, L4V 1E3 CANADA	Lease Agreement Dated 01/01/2011 plus Amendments	\$0.00
Bauer Hockey Corp.	ORLANDO CORPORATION 6205 AIRPORT ROAD MISSISSAUGA, ONTARIO, L4V 1E3 CANADA	Lease Agreement Dated 01/01/2011 plus Amendments	\$0.00
Bauer Performance Sports Uniforms Corp.	ORO-MEDONTE-SOCCER-CLUB PO BOX 134 ORO, ON L0L 2X0 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2014	\$0.00
Performance Sports Group Ltd.	OSTERHAMMER, ROBERT ADDRESS ON FILE	Stock Options Grants	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	OUCKAMA, RYAN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 04/13/2015	\$0.00
Performance Sports Group Ltd.	OVECHKIN, ALEXANDER ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	OVECHKIN, ALEXANDER ADDRESS ON FILE	Assignment and Assumption Agreement Dated 12/31/2012	\$0.00
Bauer Hockey, Inc.	OVECHKIN, ALEXANDER ADDRESS ON FILE	Assignment and Assumption Agreement Dated 12/31/2015	\$0.00
Bauer Hockey, Inc.	OVECHKIN, ALEXANDER ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2011 plus Amendments	\$0.00
Bauer Hockey, Inc.	OVECHKIN, ALEXANDER ADDRESS ON FILE	Consulting Agreement Dated 09/01/2011 plus Amendments	\$0.00
Bauer Hockey Corp.	OXEON AB FÖRETAGSGATAN 24 BORÅS, 504 64 SWEDEN	Collaboration Agreement Dated 01/01/2015	\$2,910.53
Bauer Hockey Corp.	OXEON AB CORP. FORETAGSGATAN 24 SE-504 64 BORAS, SWEDEN	Trademark License Agreement Dated 12/10/2015	\$0.00
Bauer Hockey Corp.	OY SULTRADE LTD. ATTN: RISTO SALO, CEO HTTYRINNE-2 MARKKO SEPPÄNEN LINNOITUSTIE 2 A ESPOO, 0227002600 FINLAND	Discussion Terms Dated 02/01/2016	\$0.00
Bauer Hockey, Inc.	OZBURN-HESSEY LOGISTICS, LLC 7101 EXECUTIVE CENTER DRIVE SUITE 300 BRENTWOOD, TN 37027	Master Services Agreement Dated 01/30/2015	\$11,895.64
Bauer Hockey, Inc.	OZBURN-HESSEY LOGISTICS, LLC. D/B/A OHL 7101 EXECUTIVE CENTER DRIVE SUITE 300 BRENTWOOD, TN 37027	Contract Logistics Services Statement of Work plus Exhibits Dated 01/30/2015	
Easton Baseball / Softball Inc.	PACESETTER SPORTS, INC 2831 S. 3RD ST. TERRE HAUTE, IN 47802	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	PAGE, KATHY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 03/25/2014	\$0.00
Bauer Hockey, Inc.	PAQUETTE, CEDRIC ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	PAQUETTE, YANNICK ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/03/2016	\$0.00
Bauer Hockey, Inc.	PARADEE, CATHIE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/27/2012	\$0.00
Bauer Hockey, Inc.	PARENTEAU, PIERRE-ALEXANDRE ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Performance Sports Uniforms Corp.	PASQUALIN D'AMICO PARTNERS ANDREA D'AMICO VIALE ROMA 3 VINENZA, 36100 ITALY	Executed Consulting Agreement with attached Stock Option agreement Dated 08/01/2015	\$0.00
Performance Sports Group Ltd.	PASTORE, ANNA ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	PASTRNAK, DAVID ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	PCPD LLC DBA RAMPAGE SPORTS 2177 WESTBELT DR COLUMBUS, OH 43228	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	PEARL MEYER & PARTNERS, LLC 132 TURNPIKE ROAD SUITE 300 SOUTHBOROUGH, MA 01772	Proposed Consultation Agreement Dated 03/14/2014	\$0.00
BPS Diamond Sports Inc.	PEARSON, KYLE ADDRESS ON FILE	Endorsement Agreement Dated 10/28/2014	\$0.00
Bauer Hockey, Inc.	PEARSON, TANNER ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Performance Sports Group Ltd. Bauer Hockey Corp.	PEARSON, TIM ADDRESS ON FILE	Stock Options Grants Notice of Termination - Pearson Dated 08/02/2016	\$0.00
Performance Lacrosse Group Inc.	PEMBRIDGE, CHRISTOPHER ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 05/07/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	PERANIS HOCKEY WORLD 7540 TECUMSEH ROAD E WINDSOR, ON N8T 1E9 CANADA	Product and Supply Agreement Dated 06/13/2014	\$0.00
Bauer Hockey, Inc.	PERCY, STUART ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	PERFECT PRACTICE LLC 4310 BRITTMOORE RD. HOUSTON, TX 77041	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PERFORMANCE EQUIPMENT INC 1407 MAIDEN LN. WENATCHEE, WA 98801	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	PERRAULT, NICOLAS ADDRESS ON FILE	Confidentiality, Non-Compete Agreement	\$0.00
Easton Baseball / Softball Corp.	PERRY MADER SALES ADDRESS ON FILE	Independent Sales Rep Agreement Dated 04/10/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	PESKA INCORPORATED DBA SPORTS & SPORTS 3600 N. RIDGE EAST ASHTABULA, OH 44004	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	PETAN, NIC ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Performance Sports Uniforms Corp.	PETICCA, JULIANA ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 06/05/2015	\$0.00
Bauer Hockey, Inc.	PFIZER, INC. FIVE GIRALDA FARMS MADISON, NJ 07940	Consent, Release and Waiver Dated 12/12/2013	\$0.00
Easton Baseball / Softball Inc.	PHELPS, SEAN ADDRESS ON FILE	Settlement Agreement Dated 08/11/2015	\$0.00
Bauer Hockey Corp.	PICHE, DIANE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/11/2013	\$0.00
Bauer Performance Sports Uniforms Corp.	PICKERING SOCCER CLUB 1735 BAYLY ST UNIT 14 PICKERING, ON L1W 3G7 CANADA	Supply Agreement Dated 10/28/2013	\$0.00
Bauer Hockey, Inc.	PIERCE ATWOOD LLP 254 COMMERCIAL STREET PORTLAND, ME 04101	Trademark Engagement Letter Dated 07/17/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	PIPER, ARIANNA ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/09/2014	\$0.00
Easton Baseball / Softball Inc.	PITNEY BOWES INC. ONE ELMCROFT ROAD STAMFORD, CT 06926	Mailstream on Demand Services Agreement Dated 08/25/2014	\$4,959.10
BPS Diamond Sports Corp.	PITNEY BOWES P.O.BOX 278 ORANGEVILLE, ON L9W 2Z7 CANADA	Lease Renewal Dated 09/17/2015	
Performance Lacrosse Group Inc.	PIXELMEDIA 75 NEW HAMPSHIRE AVE SUITE 100 PORTSMOUTH, NH 03801	Web Hosting Agreement Dated 08/23/2016	\$70,432.30
Easton Baseball / Softball Inc.	PK ARCHITECTURE 5126 CLARETON DRIVE SUITE 110 AGORA HILLS, CA 91301	Architectural Improvement Service Proposal Dated 06/15/2015	\$0.00
Bauer Hockey Corp.	PLANTE, DOMINIQUE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/18/2013	\$0.00
Bauer Hockey Corp.	PLATAN CORP. 3F/L 90-14 BANPO4-DONG SEOCHO-GU SEOUL, 1370805 KOREA, REPUBLIC OF	Marketing and Distribution Agreement Dated 01/01/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	PLAY BALL LLC 16 INDUSTRIAL WAY SALEM, NH 03079	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PLAY IT AGAIN SHREVEPORT LLC 1938 E. 70TH ST. #D SHREVEPORT, LA 71105	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	PLAY IT AGAIN SPORTS 2973 BOUL ST. CHARLES KIRKLAND, QC H9H 3B5 CANADA	2016 Uniform Service Agreement Dated 07/01/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	PLAY IT AGAIN SPORTS 2973 BOUL ST. CHARLES KIRKLAND, QC H9H 3B5 CANADA	Team Program Contract Dated 09/03/2014	\$0.00
Bauer Hockey Corp.	PLAY IT AGAIN SPORTS 2973 BOUL ST. CHARLES KIRKLAND, QC H9H 3B5 CANADA	Team Program Contract Dated 09/30/2014	\$0.00
Easton Baseball / Softball Inc.	PLAY IT AGAIN SPORTS (BLANK FORM) 1251 S. AIRPORT RD TRAVERSE CITY, MI 49686	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PLAY SPORTS, INC DBA PLAY IT AGAIN SPORTS 25875 NOVI RD. STE #140 NOVI, MI 48375	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	PLUMRIVER LLC 1257 EAST COLLEGE AVENUE STATE COLLEGE, PA 16801	System License Agreement from PlumRiver Dated 01/06/2003	\$8,675.00
Easton Baseball / Softball Inc.	POINTBLANK TRAINING CENTER, INC (BLANK) 1325 N. LABREA AVE. INGLEWOOD, CA 90302	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	POIRIER, MARC ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 03/28/2016	\$0.00
Bauer Hockey Corp.	POITRAS, MATHIEU ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/01/2011	\$0.00
Performance Lacrosse Group Inc.	POLLARD, HAMILTON ADDRESS ON FILE	First Amendment to the Employment Agreement Dated 09/17/2012	\$0.00
Easton Baseball / Softball Inc.	PONY BASEBALL AND SOFTBALL 1951 PONY PLACE WASHINGTON, PA 15301	Amendment of Existing Sponsorship Agreement Dated 01/01/2009	\$0.00 <u>7,744.57</u>
Easton Baseball / Softball Inc.	PORTS SPORTS EMPORIUM 1846 ZION ROAD BELLEFONTE, PA 16823	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PORTU-SUNBERG MARKETING ADDRESS ON FILE	Independent Sales Rep Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	POSEY'S SPORTS CENTER, LLC 536 KEYSER AVENUE NATCHITOCHES, LA 71457	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	POULIN, MARIE-PHILIP ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	POWERACE INDUSTRIES PTE LTD ATTN: CLARENCE SIM 49 JALAN PEMIMPIN #04-07 APS INDUSTRIAL BUILDING 577203 SINGAPORE	Supply Agreement Dated 01/01/2012	\$110,394.97
Easton Baseball / Softball Corp.	POWERPLAY ENTERPRISE CO, LTD. 6 F NO. 235 SEC. 4, CHENG-TE RD. TAIPEI, 111, ROC TAIWAN	International Distributor Agreement Dated 08/01/2002	\$0.00
Easton Baseball / Softball Inc.	POWERPLAY ENTERPRISE CO, LTD. 6 F NO. 235 SEC. 4, CHENG-TE RD. TAIPEI, 111, ROC TAIWAN	International Distributor Agreement Dated 08/01/2002	\$0.00
Easton Baseball / Softball Corp.	POWERPLAY ENTERPRISE CO., LTD. 6 F, NO 235 SEC 4, CHENG-TE ROAD TAIPEI, 111, ROC TAIWAN	License Agreement Dated 08/01/2002	\$0.00
Easton Baseball / Softball Inc.	POWERPLAY ENTERPRISE CO., LTD. 6 F, NO 235 SEC 4, CHENG-TE ROAD TAIPEI, 111, ROC TAIWAN	License Agreement Dated 08/01/2002	\$0.00
Easton Baseball / Softball Inc.	PREMIER ATHLETICS 14 NORTH MAIN STREET TOOELE, UT 84074	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PREMIER DISPLAYS & EXHIBITS, INC. 11261 WARLAND DRIVE CYPRESS, CA 90630	Signage Service Agreement Dated 08/18/2016	\$59,929.55
Easton Baseball / Softball Inc.	PREPS FASTPITCH, INC. 5021 VERDUGO WAY #339 CAMARILLO, CA 93012	Memorandum of Understanding Dated 12/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	PREPS FASTPITCH, INC. 5021 VERDUGO WAY #339 CAMARILLO, CA 93012	Team Trademark License Agreement Dated 12/01/2015	\$0.00
Easton Baseball / Softball Inc.	PRIME TIME SPORTING GOODS LLC 1946 S. ARLINGTON AKRON, OH 44306	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PRINCEPERELSON AND ASSOCIATES 2180 SOUTH 1300 EAST SUITE 350 SALT LAKE CITY, UT 84106	Easton Recruiter Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	PRINOTH SPORTS GMBH MITTERWEG 13 39100 BOZEN, ITALY	Marketing and Distribution Agreement (+ Amendment) Dated 01/01/2006	\$0.00
Easton Baseball / Softball Inc.	PRO PLAYER SPORTS (SUPPLY) 1520 112TH ST. SW EVERETT, WA 98204	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	PROFESSIONAL SKATE CALGARY PROFESSIONAL SKATE SERVICE LTD 3515 18TH STREET SW CALGARY, AB T2T 4T9 CANADA	2016 Uniform Service Agreement Dated 05/01/2016	\$0.00
Bauer Hockey, Inc.	PROPEX OPERATING COMPANY LLC 6025 LEE HWY SUITE 425 CHATTANOOGA, TN 37422	Development Agreement Dated 03/01/2011 plus Amendments	\$0.00
Bauer Hockey, Inc.	PROPEX OPERATING COMPANY LLC 6025 LEE HWY SUITE 425 CHATTANOOGA, TN 37422	Supply and License Agreement Dated 03/01/2011 plus Amendments	\$0.00
Bauer Hockey, Inc.	PROTECTION PROFESSIONALS ALARM SYSTEMS 325 U.S. ROUTE 1 FALMOUTH, ME 04105	Security Monitoring Agreement Dated 05/01/2015	\$618.75
Performance Lacrosse Group Inc.	PROVIDENCE COLLEGE ONE CUNNINGHAM SQUARE PROVIDENCE COLLEGE PROVIDENCE, RI 02918	College Sponsorship Agreement Dated 06/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	PURE WATER SOLUTIONS OF AMERICA, LLC 2500 SOUTH DECKER LAKE BLVD. SUITE 17 SALT LAKE CITY , UT 84119	Pure Water Service Agreement Dated 05/27/2014	\$210.96
Bauer Hockey Corp.	PUROLATOR INC ATTN: VP, SALES 5995 AVEBURY ROAD SUITE 100 MISSISSAUGA, ONTARIO, L5R 3T8 CANADA	LTL Services Agreement Dated 02/12/2014	\$1,258.32
Bauer Hockey Corp.	PUROLATOR INC. ATTN: VICE PRESIDENT, SALES 5995 AVEBURY ROAD SUITE 100 MISSISSAUGA, ONTARIO, L5R 3T8 CANADA	Pricing Agreement Dated 06/01/2014	
Bauer Hockey Corp.	PUROLATOR INC. CORPORATE OFFICE 5995 AVEBURY ROAD MISSISSAUGA, ONTARIO, L5R 3T8 CANADA	Transportation Services Agreement Dated 09/17/2014	
PSG Innovation Corp.	Q30 SPORTS SCIENCE, LLC 11 GRUMMAN HILL ROAD WILTON, CT 06897	Exclusive License Agreement Dated 10/15/2015	\$15,373.39
PSG Innovation Corp.	Q30 SPORTS SCIENCE, LLC 11 GRUMMAN HILL ROAD WILTON, CT 06897	Membership Interest Purchase Agreement Dated 10/15/2015	
PSG Innovation Corp.	Q30 SPORTS SCIENCE, LLC 11 GRUMMAN HILL ROAD WILTON, CT 06897	Trademark License Agreement Dated 10/15/2015	
PSG Innovation Corp.	Q30 SPORTS, LLC 11 GRUMMAN HILL ROAD WILTON, CT 06897	Exclusive License Agreement Dated 10/15/2015	\$550.00
Bauer Hockey, Inc.	QUENCH USA, INC. 780 5TH AVENUE SOUTH SUITE 200 KING OF PRUSSIA , PA 19406	Water Filtration System Lease Dated 04/01/2016	
Bauer Hockey, Inc.	QUINN, TOM ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 02/15/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	QUINNIPIAC UNIVERSITY DEPARTMENT OF ATHLETICS DEPARTMENT ATTENTION: RAND PECKNOLD, MEN'S HEAD ICE HOCKEY COACH AND/OR RICK SELLEY, WOMEN'S HEAD ICE HOCKEY COACH 275 MT. CARMEL AVE., HAMDEN, CT 06518	Product Supply and Sponsorship Agreement Dated 06/01/2013	\$0.00
Bauer Performance Sports Uniforms Corp.	QUINTE WEST SOCCER CLUB ATTN: STEVE THOMAS	Supply Agreement Dated 10/01/2014	\$0.00
Easton Baseball / Softball Inc.	R.C PARTNERS, INC DBA PLAY IT AGAIN SPORTS 3527 SOUTH MAIN STREET ELKHART, IN 46517	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	R.G. JOHNSON CO. 620 WEST MAIN ST. DENMARK, ME 04022	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	R. T SPORTING GOODS 306 N. MAIN GARDEN CITY, KS 67846	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	RABUN, HEATH ADDRESS ON FILE	Independent Sales Rep Agreement Dated 12/09/2013	\$0.00
Bauer Hockey, Inc.	RANDELL, TYLER ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015 plus Amendments	\$0.00
Bauer Hockey Corp.	RAYMOND BOISSONNEAULT ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/14/2013	\$0.00
Easton Baseball / Softball Inc.	RC QUIGGLE INC. D.B.A. Q-SPORT ACTIVEWEAR 8705 EAST AVE. MENTOR, OH 44060	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	RCI ENVIRONNEMENT 9501 BOUL. RAY-LAWSON ANJOU , QC H1J 1L4 CANADA	Environmental Services Dated 12/04/2014	\$830.56
Easton Baseball / Softball Inc.	RECKART, BRAD ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Performance Sports Group Ltd.	RECREATIONAL EQUIPMENT, INC P.O. BOX 1938 SUMNER, WA 98390-0800	Guaranty of Lease Agreement Dated 06/02/2015 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Retail Inc.	RECREATIONAL EQUIPMENT, INC P.O. BOX 1938 SUMMER, WA 98390-0800	Lease Agreement Dated 06/02/2015 plus Amendments	\$0.00
Bauer Hockey, Inc.	REGENTS OF THE UNIVERSITY OF MINNESOTA DEPARTMENT OF INTERCOLLEGIATE ATHLETICS BIERMAN FIELD ATHLETIC BUILDING 516-15TH AVENUE SE MINNEAPOLIS, MN 55455	Product Supply and Sponsorship Agreement Dated 05/01/2016	\$0.00
Bauer Hockey, Inc.	REGENTS OF THE UNIVERSITY OF MINNESOTA DEPARTMENT OF INTERCOLLEGIATE ATHLETICS BIERMAN FIELD ATHLETIC BUILDING 516-15TH AVENUE SE MINNEAPOLIS, MN 55455	Product Supply and Sponsorship Agreement Dated 06/01/2014	\$0.00
Bauer Hockey, Inc.	REIMER, JAMES, C/O HIPCHECK SPORTS MANAGEMENT ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2016	\$0.00
Bauer Hockey, Inc.	REINHART, GRIFFIN, C/O NEWPORT SPORTS MANAGEMENT INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	REMILLARD, KEITH ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/23/2010	\$0.00
Performance Sports Group Ltd.	REMILLARD, KEITH ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	RESOURCES CONNECTION, INC. 17101 ARMSTRONG AVENUE IRVINE, CA 92614	Professional Services Agreement Dated 07/21/2014	\$37,410.00
Easton Baseball / Softball Inc.	RESOURCES CONNECTION, LLC (RGP) 17101 ARMSTRONG AVENUE IRVINE, CA 92614	Professional Services Agreement for RGP Dated 07/21/2014	
Easton Baseball / Softball Inc.	REYNOLDS TEAM SALES 5 CHESSHIRE RD., SUITE 12 PITTSFIELD, MA 01201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	REYNOLDS, SUZANNE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 06/04/2012	\$0.00
Easton Baseball / Softball Inc.	RHR CONSULTING, INC. 3435 WILSHIRE BLVD. #1700 LOS ANGELES, CA 91406	Easton Recruiter Agreement Dated 06/17/2015	\$3,931.04

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	RICK'S SPORTS, LLC 6363 N. MONROE ST. MONROE, MI 48162	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	RIDGE MEADOWS MINOR HOCKEY ASSOCIATION ATTENTION: DEREK GULLMES P.O. BOX 264 MAPLE RIDGE, BC V2X 7G2 CANADA	Product and Supply Agreement Dated 08/23/2015	\$0.00
Bauer Hockey, Inc.	RIEMSDYK, JAMES VAN ADDRESS ON FILE	Athlete Endorsement Agreement Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	RIEMSDYK, JAMES VAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 07/01/2014	\$0.00
Bauer Hockey, Inc.	RIEMSDYK, JAMES VAN ADDRESS ON FILE	First Amendment to Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Performance Sports Group Ltd.	RILEY, SEAN ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	RINALDO, ZAC ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	RING, KENDALL ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 12/17/2010	\$0.00
Bauer Hockey, Inc.	RINKS AT EXETER ATTN: JOHN ST. PIERRE RINKS AT EXETER 40 INDUSTRIAL DRIVE EXETER, NH 03833	Sponsorship Agreement Dated 04/30/2015	\$0.00
Easton Baseball / Softball Inc.	ROBBINS, MARIE SR ASSOCIATE ATHLETICS DIRECTOR SWA UNIVERSITY OF ALABAMA PO BOX 870393 TUSCALOOSA, AL 35487	Sponsorship Agreement Dated 01/01/2017	\$0.00
Bauer Hockey, Inc.	ROBERT HALF MANAGEMENT RESOURCES 1155 ELM STREET 7TH FLOOR MANCHESTER, NH 03101	Tax Accounting Agreement Dated 10/05/2016	\$381.01
Bauer Hockey Corp.	ROBERT HALF MANAGEMENT RESOURCES 1155 ELM STREET 7TH FLOOR MANCHESTER, NH 03101	Staffing Agreement - RHL Dated 10/05/2016	

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	ROBERT, NATHALIE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/27/2010	\$0.00
Performance Sports Group Ltd.	ROCHE, PAMELA ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey, Inc.	ROCHE, PAMELA ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 12/02/2015	\$0.00
Bauer Hockey, Inc.	ROCHESTER INSTITUTE OF TECHNOLOGY DEPARTMENT OF ATHLETICS 51 LOMB MEMORIAL DRIVE ROCHESTER, NY 14623	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	ROCKY MINOR HOCKEY ASSOCIATION ATTENTION: KENDELL LEDIEU, VP BOX 1903 ROCKY MOUNTAIN HOUSE, AB T4T 1B4 CANADA	Team Program Contract Dated 09/10/2014	\$0.00
Bauer Hockey, Inc.	ROGERS CORPORATION ONE TECHNOLOGY DRIVE PO BOX 188 ROGERS, CT 06263	Amended and Restated Supply, Purchase and Promotional Agreement Dated 04/16/2013	\$0.00
BPS Diamond Sports Inc.	ROGOWSKI, CASEY ADDRESS ON FILE	Combat Endorsement Agreement Dated 02/10/2014	\$2,400.00
Easton Baseball / Softball Inc.	ROLLA KEY SPORTSHOP, INC 1300 S. BISHOP AVE ROLLA, MO 65401	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	ROMAN, ERIC ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 04/20/2016	\$0.00
Bauer Hockey, Inc.	ROSENTHAL, AMIR ADDRESS ON FILE	Amended Employment Agreement Dated 03/10/2011 plus Amendments	\$0.00
Performance Sports Group Ltd. Bauer Hockey, Inc.	ROSENTHAL, AMIR ADDRESS ON FILE	Stock Options Grants Letter of Termination Dated 10/28/2016	\$0.00
Bauer Hockey, Inc.	ROSSI, LAURA ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 11/08/2003	\$0.00
Bauer Hockey Corp.	ROUZIER, EDOUARD ADDRESS ON FILE	Non-competite, Non-Solicitation, NDA Dated 11/30/2015	\$0.00
Easton Baseball / Softball Inc.	ROWE SPORTS COMPLEX DBA A.L.M TEAM SPORTS 6480 TRENTON FRANKLIN ROAD MIDDLETOWN , OH 45042	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	RS ACOUSTICS INC. 25031 AVENUE STANDFORD, SUITE 80 SANTA CLARITA, CA 91355	Proposal for Acoustic Consulting Services Dated 01/06/2016	\$0.00
Performance Sports Group Ltd.	RSM US LLP 80 CITY SQUARE BOSTON, MA 02129	Amendment to Auditing Services Contract Dated 01/22/2016	\$0.00
Bauer Hockey Corp.	RUDD, DAVID ADDRESS ON FILE	Non-Compete Agreement Dated 10/08/2008	\$0.00
Performance Sports Group Ltd.	RUDD, DAVID ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	RUNNING RITCHIES, INC 137 SOUTH AVE. TALLMADGE, OH 44278	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	RUSSELL, MATHEW ADDRESS ON FILE	Confidentiality, Non-Comp., Non- Solicitation Agreement Dated 10/13/2016	\$0.00
Bauer Hockey Corp.	RUSSELL, SHAWN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Easton Baseball / Softball Corp.	RUSSELL, SHAWN ADDRESS ON FILE	Independent Sales Rep Agreement Dated 09/05/2014 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	RUTGERS UNIVERSITY ATTN: BRIAN BRECHT HALE CENTER PISCATAWAY, NJ 08854	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Performance Sports Group Ltd.	RYAN ULG 6775 FINANCIAL DRIVE, SUITE #102 MISSISSAUGA, ON L5N 0A4 CANADA	Sales Tax Review Agreement Dated 10/01/2015	\$0.00
Easton Baseball / Softball Inc.	S&S SPORTS CENTER LLC 105 S. MORRISON BLDV. HAMMOND, LA 70403	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SAANICH JR. BRAVES ATTENTION: BRAD COOK, ED GERIC, LAURA PELTIER 4520 WEST SAANICH ROAD VICTORIA, BC V8Z 3E9 CANADA	Team Program Contract Dated 08/26/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	SACRED HEART UNIVERSITY, INC. DEPARTMENT OF ATHLETICS DEPARTMENT ATTENTION CJ MAROTTOLO, MENS HEAD ICE HOCKEY COACH AND/OR THOMAS O'MALLEY, WOMEN'S HEAD ICE HOCKEY COACH 5151 PARK AVENUE FARFIELD , CT 06825	Product Supply and Sponsorship Agreement Dated 06/01/2013	\$0.00
Easton Baseball / Softball Inc.	SAFETY EQUIPMENT INSTITUTE 1307 DOLLEY MADISON BLVD SUITE 3A MCLEAN, VA 22101	Manufacturer's Agreement Dated 01/30/2015	\$10,035.74
Performance Lacrosse Group Inc.	SAFETY EQUIPMENT INSTITUTE 1307 DOLLEY MADISON BLVD. SUITE 3A MCLEAN, VA 22101	NOCSE Manufacturer's Agreement Dated 12/05/2014	
Performance Lacrosse Group Inc.	SAINT JOSEPH'S UNIVERSITY ATTN: TAYLOR WAY ATHLETIC DEPARTMENT-MEN'S LACROSSE 5600 CITY AVENUE PHILADELPHI, PA 19131	University Sponsorship Agreement Dated 09/21/2015	\$0.00
Bauer Hockey, Inc.	SALESFORCE.COM INC. P.O. BOX 203141 DALLAS, TX 75320-3141	Email Services Agreement Dated 09/07/2016	\$137.95
Performance Sports Group Ltd.	SAMALA, EVELYN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	SAN DIEGO GOLF EVENTS 7668 EL CAMINO REAL #104-109 CARLSBAD, CA 92009	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SANDERSON SOURCE FOR SPORTS 56 BROADWAY AVE ORANGEVILLE, ON L9W 1J4 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Easton Baseball / Softball Inc.	SANDLOT SPORTS, INC. P. O. BOX 1147 MOCKSVILLE, NC 27028	License Agreement Dated 12/20/2006	\$1,921.21
Performance Lacrosse Group Inc.	SANKEY, JOSEPH ADDRESS ON FILE	Athlete Agreement Dated 06/01/2016 plus Amendments	\$1,666.66

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	SANTA BARBARA ICE HAWKS ASSOCIATION CONTACT: JASON NIEMELA ICE IN PARADISE 6985 SANTA FELICIA DRIVE GOLETA, CA 93117	2016 Uniform Service Agreement Dated 04/28/2016	\$0.00
Easton Baseball / Softball Inc.	SANTO SPORT STORE 6312 WEST 111TH STREET CHICAGO RIDGE, IL 60415	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	SAP AMERICA, INC. 3999 WEST CHESTER PIKE NEWTON SQUARE, PA 19073	Licensing Agreement Dated 12/30/2008 plus Amendments	\$0.00
Bauer Hockey Corp.	SASKATCHEWAN HOCKEY ASSOCIATION ATTENTION: KELLY MCCLINTOCK, GENERAL MANAGER #2 S75 PARK STREET REGINA , SK S4N 5B2 CANADA	Product Supply and Sponsorship Agreement Dated 05/01/2014	\$0.00
Bauer Hockey Corp.	SASKATCHEWAN HOCKEY ASSOCIATION ATTENTION: KELLY MCCLINTOCK, GENERAL MANAGER #2 S75 PARK STREET REGINA , SK S4N 5B2 CANADA	Team Program Contract Dated 05/05/2014	\$0.00
Easton Baseball / Softball Inc.	SASSARINI, JERRY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Bauer Performance Sports Uniforms Corp.	SAULT YOUTH SOCCER LEAGUE 316 ELIZABETH ST SAULT ST MARIE, ON CANADA	House League Supply Agreement Dated 01/25/2012	\$0.00
Bauer Performance Sports Uniforms Corp.	MICHELLE SAVERIO ADDRESS ON FILE	Employment Agreement Dated 10/09/2012	\$300.00
Bauer Hockey, Inc.	SAVOIE, RACHEL ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/07/2015	\$0.00
Bauer Hockey, Inc.	SBISA, LUCA , C/O PRO ICE MANAGEMENT ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	SC HERLEA SPORT SRI B-DUL DR. DUMITRESCU VICTOR NR 52 COM. DOBROESTI ILFOV, 07709577085	Marketing and Distribution Agreement Dated 01/01/2014 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	SC HERLEA SPORT SRL B-DUL DUMITRESCU VICTOR NR. 52 COM. DOBROESTI, ILFOV, 077085 <u>77085</u> ROMANIA	Marketing and Distribution Agreement (+1 Amendment) Dated 01/01/2008 plus Amendments	\$0.00
Bauer Hockey Corp.	SC HOM SPORT SRL STRASSE LIBERTATII NR. 43 BL MC3, ET. 4, AP. 25 SECTOR 3, 30366 BUCHAREST, ROMANIA	Marketing and Distribution Agreement (+1 Amendment) Dated 01/01/2008 plus Amendments	\$0.00
Bauer Hockey Corp.	SCHANNER EISHOCKEYARTIKEL GMBH & CO. KG KEMPTENERSTRASSE 79C 87629 FUSSEN, GERMANY	Exclusive Distribution Agreement (+ 3 Amendments) Dated 06/01/2005 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	SCHANZ, MICHAEL ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 08/08/2013	\$0.00
Easton Baseball / Softball Inc.	SCHEELS 4550 15TH AVE S FARGO, ND 58103	Easton E-Commerce Agreement Dated 6/1/2015	\$1,500.00
Easton Baseball / Softball Inc.	SCHEELS 4550 15TH AVE S. FARGO, ND 58103	E-Commerce Agreement Dated 06/01/2015	
Easton Baseball / Softball Inc.	SCHEELS 4550 15TH AVE S. FARGO, ND 58103	Online Agreement Dated 06/02/2016	
Bauer Hockey, Inc.	SCHEIFELE, MARK, C/O OCTAGON SPORTS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	SCHERBAK, NIKITA, C/O MFIVE SPORTS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	SCHOLASTIC SPORTS SALES, LTD. 8195 CAZENOVIA ROAD MANLIUS, NY 13104	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SCHROEDER, JENNIFER ADDRESS ON FILE	Sponsorship Agreement Dated 03/11/2016	\$0.00
Easton Baseball / Softball Inc.	SCHROEDER, JENNIFER ADDRESS ON FILE	Sponsorship Agreement Dated 03/21/2016	\$0.00
Bauer Hockey, Inc.	SCHROEDER, JORDAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	SCOFF'S HOCKEY SHOP JASON SCOFFINS 3738 PARKER STREET BURNABY, BC V5C 3B1 CANADA	Fulfillment Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	SCOTT'S SPORTS SUPPLIES, INC 165 POQUONOCK AVE. WINDSOR, CT 06095	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SCOTT'S SPORTS SUPPLIES, INC (ILLEGIBLE) 165 POQUONOCK AVE WINDSOR, CT 06095	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SCOTTS DALE COMMERCE, LLC 890 HAMPSHIRE RD., SUITE A WESTLAKE VILLAGE, CA 91361	Second Amendment to Standard Industrial/Commercial Single Tenant Lease Dated 07/01/2016 plus Amendments	\$33,349.64
Bauer Hockey Corp.	SCREENSCAPE PO BOX 291 CHARLOTTETOWN, PE C1A 7K4 CANADA	Equipment Lease Agreement Dated 11/10/2014	\$0.00
Bauer Hockey Corp.	SCREENSCAPE PO BOX 291 CHARLOTTETOWN, PE C1A 7K4 CANADA	Misc. Service Contract Dated 03/13/2015	\$0.00
Bauer Hockey Corp.	SCREENSCAPE PO BOX 291 CHARLOTTETOWN, PE C1A 7K4 CANADA	Misc. Service Contract Dated 07/18/2014	\$0.00
Easton Baseball / Softball Inc.	SECURITAS SECURITY SERVICES USA, INC. 2100 S. STATE COLLEGE BLVD ANAHEIM, CA 92806	Amendment to Security Services Agreement Dated 01/17/2016	\$31,504.25
Easton Baseball / Softball Inc.	SECURITAS SECURITY SERVICES USA, INC. 2100 S. STATE COLLEGE BLVD ANAHEIM, CA 92806	Second Amendment to Security Services Agreement Dated 11/23/2015	
Easton Baseball / Softball Inc.	SECURITAS SECURITY SERVICES USA, INC. 2100 S. STATE COLLEGE BLVD ANAHEIM, CA 92806	Security Services Contract Dated 01/23/2014	
Easton Baseball / Softball Inc.	SECURITY OF LOS ANGELES 7916 AJAY DRIVE SUN VALLEY, CA 91325	Commercial Purchase Monitoring & Service Agreement Dated 04/18/2016	\$980.91

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	SECURITY OF LOS ANGELES 7916 AJAY DRIVE SUN VALLEY, CA 91352	Elevator Service Agreement Dated 06/24/2016	
Easton Baseball / Softball Inc.	SECURITY OF LOS ANGELES 7916 AJAY DRIVE SUN VALLEY, CA 91352	Fire Alarm System Service Agreement Dated 07/08/2016	
Easton Baseball / Softball Inc.	SECURITY SPORTING GOODS 2220 MEMORIAL DRIVE ALEXANDRIA, LA 71301	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	SEGAL, KIMBERLY ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 11/25/2007	\$0.00
Bauer Hockey Corp.	SEGUIN, ALEXIS ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 12/06/2011	\$0.00
Bauer Hockey, Inc.	SEIDENBERG, DENNIS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	SEILER, PAUL V. ADDRESS ON FILE	Testing Agreement	\$0.00
Easton Baseball / Softball Inc.	SELECT STAFFING P. O. BOX 512007 LOS ANGELES, CA 90051-0007	Easton Recruiter Agreement Dated 08/29/2014	\$20,311.30
Bauer Hockey Corp.	SEMINAIRE SAINT-JOSEPH ATTENTION: KEVIN DESROCHERS, PROGRAM COORDINATOR 1687 BOULEVARD DU CARMEL TROIS-RIVIERES, QC G8Z 3R8 CANADA	Team Program Contract Dated 05/14/2015	\$0.00
Bauer Hockey, Inc.	SENAS, COURTNEY ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
BPS Diamond Sports Inc.	SENAS, COURTNEY ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
Performance Sports Group Ltd.	SEPULVEDA-AVERS, SANDY ADDRESS ON FILE	Stock Options Grants	\$0.00
Bauer Hockey Corp.	SERVICE DE L'URBANISME 1000 CH. DU PLAN-BOUCHARD BLAINVILLE, QUEBEC, J7C 3S9 CANADA	Certificate of Occupancy Dated 05/25/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	SERVICES FINANCIERS XEROX CANADA LTEE 5650 RUE YONGE TORONTO, ONTARIO, M2M 4G7 CANADA	Credit-Lease Contract Dated 01/20/2015	\$0.00
Easton Baseball / Softball Inc.	SEWICKLEY SPORTING GOODS, LLC 516 INGLESIDE AVE SEWICKLEY, PA 15143	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	SEYMOUR, LESLIE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 01/27/2014	\$0.00
Bauer Hockey Corp.	SHANGHAI SUPERIOR SPORTS CO. LTD. NO. 1 HUA CHANG ROAD HUAXIN TOWN QUIGPU COUNTY SHANGHAI, 201708 CHINA	Agreement for the Purchase of Specified Product Dated 09/18/2002	\$0.00
Bauer Hockey Corp.	SHARP ELECTRONICS OF CANADA ATTN: KATE DEWAR 335 BRITANNIA RD E MISSISSAUGA, ONTARIO, L4Z 1W9 CANADA	Lease Agreement - Sharp	\$0.00
Bauer Hockey, Inc.	SHAW, MATT ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 02/15/2015	\$0.00
Easton Baseball / Softball Inc.	SHELDON, ADAM ADDRESS ON FILE	Consulting Agreement Dated 05/09/2016	\$0.00
Bauer Hockey Corp.	SHERIFFS AAA SUD-OUEST ATTENTION: ALEXANDRE RENAUD	Team Program Contract Dated 08/19/2014	\$0.00
Bauer Hockey Corp.	SHERRY, KEVIN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Bauer Hockey, Inc.	SHINKARUK, HUNTER ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
BPS Diamond Sports Inc.	SHIPMAN, MADISON ADDRESS ON FILE	Combat Endorsement Agreement Dated 04/01/2015	\$0.00
Bauer Hockey, Inc.	SHRED-IT USA - BOSTON P.O. BOX 13574 NEW YORK, NY 10087-3574	Document Disposal Agreement Dated 03/20/2014	\$230.72

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	SIA HOKEJA PASAULE ATTENTION: ATIS SILVANIIEKS RUSINA STR. LA LV-1003 RIGA, LATVIA	Marketing and Distribution Agreement Dated 01/01/2009 plus Amendments	\$0.00
Performance Sports Group Ltd.	SIEGAL, JONATHAN ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	SIEVERT'S SPORTING GOODS, INC. 4804 5T HWY 30 AMSTERDAM, NY 12010	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SILA LTD. P.O. BOX 15266 NEW LYNN, AUCKLAND, NEW ZEALAND	Second Amendment to Marketing and Distribution Agreement Dated 09/22/2015 plus Amendments	\$0.00
Bauer Hockey, Inc.	SILFVERBERG, JAKOB, C/O TITAN SPORTS MANAGEMENT INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Performance Lacrosse Group Inc.	SIMMONS, KEVIN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/28/2012	\$0.00
Bauer Hockey, Inc.	SITCORE USA, INC. 2320 MARLINSHIP WAY SAUSALITO, CA 94965	Licensing Invoice Dated 02/03/2016	\$0.00
Performance Lacrosse Group Inc.	SKALLY, NICHOLAS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 04/06/2016	\$0.00
Bauer Hockey Corp.	SKATE PRO INTERNATIONAL CO., LTD. #20 AUIGUO EAST RD TAIPEI, 40000100 TAIWAN	Marketing and Distribution Agreement (+ 2nd Amendment) Dated 01/01/2006 plus Amendments	\$0.00
Bauer Hockey Corp.	SKATE SAFARI (PTY) LTD. P.O. BOX 2174 CRESTA, 211802118 SOUTH AFRICA	Marketing and Distribution Agreement Dated 09/01/2013	\$0.00
Easton Baseball / Softball Inc.	SKELTON, WES ADDRESS ON FILE	Amendment to Existing Sponsorship Agreement Dated 09/09/2013	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	SLIDE SPORTS S.L. J. AMSLEM CLAVE, 35 ES08950 ESPLUGUES DE LLOBREGAT BARCELONA, SPAIN	Fifth Amendment to Marketing and Distribution Agreement Dated 10/02/2015 plus Amendments	\$0.00
Easton Baseball / Softball Corp.	SLO-PITCH NATIONAL SOFTBALL INC. 63 GALAXY BLVD #4 TORONTO, ON M9W 5R7 CANADA	Sponsorship/Partnership Agreement Dated 05/01/2015	\$16,950.00
Easton Baseball / Softball Inc.	SMASH SPORTS LLC D.B.A FALLOUT SPORTS 212 N. CRAWFORD AVE. NORMAN, OK 73069	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SMIEGOCKI, JOE ADDRESS ON FILE	Amendment of Existing Sponsorship Agreement Dated 09/09/2013	\$0.00
Bauer Hockey Corp. Inc.	SMITH, MATT ADDRESS ON FILE	Letter of Termination Dated 08/05/2016	\$0.00
Bauer Hockey, Inc.	SMITH, MATTHEW ADDRESS ON FILE	Amended Employment Agreement Dated 03/09/2011 plus Amendments	\$0.00
Performance Sports Group Ltd.	SMITH, MATTHEW ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	SMKJC, LLC D.B.A. PLAY IT AGAIN SPORTS 4409 N KICKAPOO #117 SHAWNEE, OK 74801	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SNYDER, RANDY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Easton Baseball / Softball Corp.	SOFTBALL CANADA 223 COLONNADE ROAD SUITE 212 OTTAWA , ON K2E 7K3 CANADA	Sponsorship Agreement Dated 02/01/2016	\$0.00
Easton Baseball / Softball Inc.	SOFTBALL FANS, HARBALL FANS, SPORTS ONLY 3433 MIDLINK DR KALAMAZOO, MI 49048	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SOLIDXPPTS 10 000 HENRI-BOURASSA OUEST SAINT-LAURENT, QUEBEC, H4S 1R5 CANADA	Proposed Purchase Contract (French) Dated 09/12/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	SOLIUM CAPITAL LLC 222 S. MILL AVENUE SUITE 424 TEMPE, AZ 85281	Services Access Agreement Dated 03/11/2015 plus Amendments	\$4,120.32
Bauer Hockey, Inc.	SONITROL 30 FAIRBANKS #114 IRVINE, CA 92618	Client Agreement Dated 12/01/2015	\$219.01
Easton Baseball / Softball Inc.	SORRENTINO'S SPORTS CTR, INC 2330 SHERIDAN DR. TONAWANDA, NY 14150	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SOSA, KARLA ADDRESS ON FILE	Le Present Document constitue une entente de non-concurrence, de non- solicitation et de confidentialite	\$0.00
Bauer Performance Sports Uniforms Corp.	SOUTH CALEDON SOCCER CLUB	Supply Agreement Dated 01/06/2015	\$0.00
Easton Baseball / Softball Inc.	SOUTH JERSEY BULBEW, INC 228 HARMONY ROAD MICKLETON, NJ 08056	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SOUTHERN TIER ADMIRALS ATTENTION: DOUG THOMPSON, PRESIDENT 501 KING STREET PO BOX 302 WELLAND, ON L3B 3K4 CANADA	Team Program Contract Dated 02/26/2015	\$0.00
Bauer Hockey Corp.	SOUTHSIDE ATHLETIC CLUB 4250 91A ST NW EDMONTON, AB T6E 5V2 CANADA	Team Program Contract Dated 06/10/2014	\$0.00
Bauer Hockey, Inc.	SPALING, NICK ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Corp.	SPARROW OUTFITTERS ADDRESS ON FILE	Independent Sales Rep Agreement Dated 04/10/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	SPARTAN SPORTING GOODS, INC 113 APPALACHIAN DRIVE BECKLEY, WV 25801	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPC SPORTS, INC. 9431 MENTOR AVE MENTOR, OH 44060	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	SPORT MASKA INC. DBA REEBOK-CCM HOCKEY 3400 RAYMOND-LASNIER SAINT-LAURENT, QUEBEC, H4R 3L3 CANADA	Settlement Agreement Dated 08/22/2016	\$0.00
Easton Baseball / Softball Inc.	SPORTS ACCESSORIES, INC 250 N SOLANO DRIVE LAS CRUCES, NM 88001	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPORTS DEPOT, INC 160. 08 CROSSBAY BLVD. HOWARD BEACH, NY 11414	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Corp.	SPORTS DISTRIBUTORS OF CANADA LIMITED 1187 KING ROAD BURLINGTON , ON L7T 0B7 CANADA	Confidential Supplier Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	SPORTS EXPERT 340 BROADWAY HILLSDALE, NJ 07642	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPORTS SPECIALTIES, INC 50 S. GLENWOOD AVENUE CLIFTON HEIGHTS, PA 19018	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPORTS UNLIMITED INC 346 GODSHALL DRIVE HARLEYSVILLE, PA 19438	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SPORTS-AUX PUCE ST-JEROME MARIE-PIER BELANGER 8 BLVD. DE LA SALETTE #120 SAINT-JEROME, QC J7Y 5C8 CANADA	2016 Uniform Service Agreement Dated 03/01/2016	\$0.00
Bauer Hockey Corp.	SPORTSMODE CC P.O. BOX 1647 CRESTA, 21180 2118 SOUTH AFRICA	Marketing and Distribution Agreement (+2 Amendments) Dated 01/01/2006	\$0.00
Easton Baseball / Softball Inc.	SPORTSXPRESS 956 E. MAIN ST. RAVENNA, OH 44266	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPORTWORLD 17 SOUTH PLAINFIELD AVE SOUTH PLAINFIELD, NJ 07080	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Lacrosse Group Inc.	SPRINGER, MICHAEL ADDRESS ON FILE	Amended Employment Agreement Dated 02/10/2014	\$0.00
Performance Sports Group Ltd.	SPRINGER, MICHAEL ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	SPS COMMERCE 333 SOUTH SEVENTH STREET SUITE 1000 MINNEAPOLIS, MN 55402	Supplier Performance Analytics Agreement Dated 08/15/2016	\$26,773.35
Easton Baseball / Softball Inc.	SPS COMMERCE INC. 333 SOUTH SEVENTH STREET SUITE 1000 MINNEAPOLIS, MN 55402	SPS Scope and Proposal: Supplier Performance Analytics Dated 08/22/2016	
Bauer Hockey, Inc.	SPS COMMERCE, INC. 33 SOUTH SEVENTH STREET SUITE 1000 MINNEAPOLIS, MN 55402	SPS Monthly Subscription Fee Schedule Dated 09/27/2016	
Bauer Performance Sports Uniforms Corp.	ST CATHARINES JETS GIRLS SOCCER CLUB 292-294 VINE STREET ST CATHARINES, ON L2M 4T3 CANADA	Supply Agreement Dated 02/28/2013	\$0.00
Bauer Hockey Corp.	ST. ALBERT MINOR HOCKEY ASSOCIATION ATTENTION: DAVE BELL, PRESIDENT 66 HEBERT RD ST ALBERT, AB T8N 2X9 CANADA	Team Program Contract Dated 03/28/2014	\$0.00
Bauer Hockey Corp.	ST. ALBERT SOURCE FOR SPORT 10 - 580 ST. ALBERT ROAD ST. ALBERT, AB T8N 6M9 CANADA	Team Program Contract Dated 03/28/2014	\$0.00
Bauer Hockey Corp.	ST. CATHARINE'S FEMALE HOCKEY ASSOCIATION ATTENTION: CHRISTINE BAGGS 240 ST. PAUL STREET WEST ST. CATHARINE'S, ON L2S 2E7 CANADA	Team Program Contract Dated 10/09/2014 plus Amendments	\$0.00
Performance Sports Group Ltd.	ST. LAURENT, FREDERIC ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	ST. PIERRE, AMY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 04/13/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	STANKOS, STEVEN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	STANFORD UNIVERSITY 450 SERRA MALL STANFORD, CA 94305	Sponsorship Agreement Dated 08/01/2016	\$0.00
Easton Baseball / Softball Inc.	STATELINE SPORTS LLC 22 BRIDGE ST. WEST LEBANON, NH 03784	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	STEBARCO ENTERPRISES, INC DBA PLAY IT AGAIN SPORTS 931 W 75TH STREET - SUITE 185 NAPERVILLE, IL 60565	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	STEEL CITY SELECT BASEBALL LLC (BLANK) 304 WARRENDALE ROAD WEXFORD, PA 15090	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	STEEL CITY SELECT BASEBALL, LLC 2989 ELFINWILD RD ALLISON PARK, PA 15101	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	STEELE, CAROLYN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/12/2016	\$0.00
Performance Sports Group Ltd.	STEELE, CAROLYN ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	STEWART, JAMES ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/15/2015	\$0.00
Easton Baseball / Softball Inc.	STICK & BALL AT THE MALL, LLC 4545 TRANSIT ROAD SUITE 640 WILLIAMSVILLE, NY 14221	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ST-MICHEL, MAXIME ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/01/2015	\$0.00
Bauer Hockey Corp.	STODDART AGENCY ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Bauer Performance Sports Uniforms Corp.	STONE CREEK MSA 953 QUEENSTON RD STONE CREEK, ON CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	STOREY, JEFF ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 10/22/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	SUPERIOR SPORTS DBA PLAY IT AGAIN SPORTS 8923 S. MERIDIAN ST. STE B2 INDIANAPOLIS, IN 46217	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SURANGEL AND SONS COMPANY SURANGEL AND SONS BLDG. PO BOX 295 KOROR, 96940 PALAU	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	SUTTER, BRANDON, C/O NEWPORT SPORTS MANAGEMENT INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	SUTTON, STEVE ADDRESS ON FILE	Independent Sales Rep Agreement Dated 12/09/2013	\$0.00
Performance Lacrosse Group Inc.	SWEENEY, KYLE ADDRESS ON FILE	Athlete Endorsement Agreement Dated 04/01/2016	\$0.00
Performance Lacrosse Group Inc.	SWEENEY, PATRICK ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 01/11/2016	\$0.00
Easton Baseball / Softball Inc.	SYNDICATEBLEU 10100 SANTA MONICA BLVD. SUITE 900 LOS ANGELES, CA 90067	Easton Recruiter Agreement Dated 01/01/2016	\$0.00
Performance Lacrosse Group Inc.	SYRACUSE UNIVERSITY ATTN: JOHN DESKO MANLEY FIELD HOUSE SYRACUSE, NY 13244-5020	University Sponsorship Agreement Dated 08/16/2012	\$0.00
Easton Baseball / Softball Inc.	T&S SPORTS INC 611 WEST NORTHLAND AVE. APPELTON, WI 54911	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	T3 REALTY ADVISORS LLC ONE MARINA PARK DRIVE, SUITE 315 BOSTON, MA 02210	Real Estate Services Agreement Dated 07/01/2016	\$0.00
Bauer Hockey Corp.	TAIT, STEPHEN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Easton Baseball / Softball Inc.	TAKA SPORTS 9353 CLAIREMONT MESA BLVD. SUITE C SAN DIEGO, CA 92123	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	TANEV, CHRIS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	TAX CREDIT CO. 6255 SUNSET BLVD. SUITE 2200 LOS ANGELES, CA 90028	Tax Credit Co.-Accounting Services- Dated 03/29/2015	\$0.00
Easton Baseball / Softball Inc.	TAXWARE LLC 200 BALLARDVALE STREET, BUILDING 1, 4TH FLOOR WILMINGTON, MA 01887	Master License and Services Agreement Dated 11/21/2014	\$0.00
Bauer Hockey Corp.	TAYLOR, BRIAN ADDRESS ON FILE	Termination Notice and Severance Offer Dated 08/02/2016	\$0.00
Bauer Hockey, Inc.	TAYLOR, NADIA ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
BPS Diamond Sports Inc.	TAYLOR, NADIA ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
Bauer Hockey Corp.	TBS THE TEAM & CORPORATE 6 - 6013 48 AVENUE RED DEER, AB T4N 3V5 CANADA	Team Program Contract Dated 09/10/2014	\$0.00
Easton Baseball / Softball Inc.	TE LELAND STANFORD JUNIOR UNIVERSITY 450 SERRA MALL STANFORD, CA 94305	Sponsorship Agreement Dated 08/01/2016	\$0.00
Easton Baseball / Softball Inc.	TEAM SPORTING GOODS, INC 317 E. 29TH STREET - PO BOX 482 MARSHFIELD, WI 54449	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	TELEPACIFIC COMMUNICATIONS 515 S FLOWER ST, 47TH FLOOR LOS ANGELES, CA 90071	Service Agreement Dated 03/29/2016	\$459.60
Easton Baseball / Softball Inc.	TEMPSTAFF CO. LTD. 2-1-1 YOYOGI SHIBUYA-KU TOKYO, 151-0053 JAPAN	Temp. Staffing Agreement Dated 03/04/2016	\$0.00
Bauer Hockey, Inc.	TEPLITSKY, TYSON ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 05/12/2016	\$0.00
Easton Baseball / Softball Inc.	TEXAS A&M UNIVERSITY SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER TAMU 1181 ATTN ERIC HYMAN, DIRECTOR OF ATHLETICS COLLEGE STATION, TX 77843	Licensing Agreement Dated 01/01/2013	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	TEXAS SLUGGERS, LLC PO BOX 271326 FLOWER MOUND, TX 75027	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Performance Sports Uniforms Corp.	THAMES CENTRE MSA C/O NAOMI REINTJES 143 MILL RD BORCHESTER, ON N0L 1G2 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 03/14/2016	\$0.00
Bauer Performance Sports Uniforms Corp.	THE DOFASCO MINOR SOCCER ASSOCIATION ATTN: TONY ROBINSON	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	THE ENTHUSIAST NETWORK 2052 CORTE DEL NOGAL CARLSBAD , CA 92011	The Enthusiast Network Advertising Order Dated 06/01/2016	\$0.00
Performance Lacrosse Group Inc.	THE NATIONAL OPERATING COMMITTEE ON STANDARDS FOR ATHLETICS EQUIPMENT C/O MICHAEL OLIVER 11020 KING STREET SUITE 215 OVERLAND PARK, KS 66210	Manufacturer's License Agreement Dated 08/05/2015	\$0.00
Bauer Hockey, Inc.	THE OHIO STATE UNIVERSITY DEPARTMENT OF ATHLETICS B106 RECREATION AND PHYSICAL ACTIVITY CENTER 337 WEST 17TH AVENUE COLUMBUS , OH 43210	Product Supply and Sponsorship Agreement Dated 06/15/2016	\$0.00
Performance Lacrosse Group Inc.	THE PENNSYLVANIA STATE UNIVERSITY 101 BRYCE JORDAN CENTER UNIVERSITY PARK , PA 16802	Product Supply Agreement Dated 11/07/2014	\$0.00
Bauer Hockey, Inc.	THE PENNSYLVANIA STATE UNIVERSITY DEPARTMENT OF INTERCOLLEGIATE ATHLETICS 110 BRYCE JORDAN CENTER UNIVERSITY PARK , PA 16802	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Easton Baseball / Softball Inc.	THE REAPER'S DEN 11009 BITTERSWEET CT. ELLCOTT CITY, MD 21042	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	THE SPORTS COMPANY 208 WYECROFT ROAD UNIT #20 ATTENTION: CHRIS GILMORE OAKVILLE, ON L6K 3T8 CANADA	Amendment to Sales Agency Agreement Dated 09/30/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	THE SPORTS CONNECTION CORPORATION 19 N. COUNTRY LANE RD. JACKSON, NJ 08527	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	THE SPORTS LOCKER 711 WEST STATE ST. OLEAN, NY 14760	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	THE UNIVERSITY OF PENNSYLVANIA MEN'S ICE HOCKEY TEAM ATTENTION: DYLAN SJ, TEAM VP 3130 WALNUT ST. PHILADELPHIA, PA 19104	Team Program Contract Dated 12/04/2013	\$0.00
Bauer Hockey Corp.	THE WELLNESS CORPORATION 512 MAIN STREET SHREWSBURY, MA 01545	Wellness Work-Life Program Contract Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	THE WINNING EDGE, INC 221 ROUGH PLACE DR. ROCHESTER, IN 46975	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	THIRDCHANNEL, INC. ONE KENDALL SQUARE CAMBRIDGE, MA 02139	ThirdChannel Master Services Agreement Dated 02/26/2016 plus Statement of Work	\$0.00
Performance Sports Group Ltd.	THOMAS, CALIN ADDRESS ON FILE	Stock Options Grants	\$0.00
Performance Lacrosse Group Inc.	THOMPSON, MILES ADDRESS ON FILE	Athlete Agreement Dated 05/20/2014	\$0.00
Bauer Hockey, Inc.	THORNE, MICHAEL ADDRESS ON FILE	Independent Contractor Agreement Dated 08/04/2016	\$0.00
Bauer Performance Sports Uniforms Corp. <u>Easton Baseball / Softball Inc.</u>	THOMPSONBURG MINORSOCCER ASSOC 7 WILLIAM ST. THOMPSONBURG, ON N4G 4L6 CANADA <u>THUNDERSTICK - POMILIA, GINO ADDRESS ON FILE</u>	Exclusive Uniform and Equipment Supply License Agreement Dated 04/01/2016 <u>2/27/1980</u>	\$02,199.00
<u>Easton Baseball / Softball Inc.</u>	<u>THUNDERSTICK - ENDRISS, ALBERT J. ADDRESS ON FILE</u>	<u>Exclusive License Agreement Dated 2/27/1980</u>	

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
<u>Easton Baseball / Softball Inc.</u>	<u>THUNDERSTICK - FIRENZI - VAUGHT, DONNA</u> <u>ADDRESS ON FILE</u>	<u>Exclusive License Agreement Dated</u> <u>2/27/1980</u>	
Bauer Hockey, Inc.	TOBBE, JENNIFER ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/28/2012	\$0.00
<u>Performance Sports Group Ltd. Bauer Hockey, Inc.</u>	TOBBE, JENNIFER ADDRESS ON FILE	<u>Stock Options Grants Letter of</u> <u>Termination</u>	\$0.00
Easton Baseball / Softball Inc.	TODD & MOORE, INC 620 HUGER ST COLUMBIA, SC 29201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	TOEWS, JONATHAN, C/O CAA SPORTS LLC ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	TOLEDO PHYSICAL EDUCATION SUPPLY INC 5101 ADVANTAGE DR. TOLEDO, OH 43612	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
<u>BPS Diamond Sports Inc.</u>	<u>TOMAN, DARA</u> <u>ADDRESS ON FILE</u>	<u>Endorsement Agreement Dated</u> <u>06/01/2014</u>	<u>\$2,166.33</u>
Bauer Hockey Corp.	TOP GUNS HOCKEY PO BOX 43144 DEER VALLEY RPO CALGARY, AB T2J 7A7 CANADA	Product and Supply Agreement Dated 03/01/2013	\$0.00
Easton Baseball / Softball Inc.	TOP SHELF SPORTS, LLC DBA PLAY IT AGAIN SPORTS 3115 W. PARKER ROAD, SUITE 470 PLANO, TX 75023	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
<u>Bauer Performance Sports Uniforms Corp.</u>	<u>TORONTO HIGH PARK FOOTBALL CLUB</u> <u>3136 DUNDAS ST WEST</u> <u>TORONTO, ON M6P 2A1</u> <u>CANADA</u>	<u>Exclusive Uniform and Equipment Supply</u> <u>Agreement Dated 01/29/2014</u>	<u>\$0.00</u>
Performance Lacrosse Group Inc.	TOWSON UNIVERSITY 8000 YORK RD. TOWSON, MD 21252	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	TRANSLATIONS.COM ATTN: ALAN MAJ 150 NORTH MICHIGAN AVENUE SUITE 725 CHICAGO, IL 60601	OneLink Software License Agreement Dated 07/07/2014	\$0.00
Bauer Hockey Corp.	TREMBLAY, JEAN-FRANCOIS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/22/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	TREMBLAY, JEAN-FRANCOIS ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey Corp.	TREMPE, GERALD ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/27/2010	\$0.00
Easton Baseball / Softball Inc.	TRIAD SYSTEMS INTERNATIONAL 23801 CALABASAS ROAD SUITE 2022 CALABASAS, CA 91302	Easton Labor Services Agreement for Triad Dated 08/26/2014	\$0.00
Easton Baseball / Softball Inc.	TRIANGLE BASEBALL ACADEMY, INC 4500 WESTERN BLVD SUITE 100 RALEIGH, NC 27606	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	TRICOT MONDIAL INC., DBA BULLETTIN SPORTS GROUP 490 MONTPELLIER BLVD. SAINT-LAURENT, QUEBEC, H4N 2G7 CANADA	Settlement Agreement Dated 08/22/2016	\$0.00
Easton Baseball / Softball Inc.	TRIPLE CALLIANCE LLC DBA D-BAT WACO 7524 BOSQUE BLVD. SUITE H WACO, TX 76712	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	TROHA, TINE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 05/27/2014	\$0.00
Bauer Hockey Corp.	TROTTIER, MAXIME ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 08/27/2010	\$0.00
Easton Baseball / Softball Inc.	TROY UNIVERSITY ATHLETICS DEPARTMENT TINE DAVIS FIELDHOUSE 5000 VETERANS STADIUM DRIVE ATTN HELEN SHIREY TROY, AL 36082	Licensing Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	TRUE, DAVID C., JR. ADDRESS ON FILE	Independent Sales Representative Agreement Dated 04/17/2014	\$10,558.80
Bauer Hockey, Inc.	TRUSTEES OF BOSTON COLLEGE 140 COMMONWEALTH AVE CHESTNUT HILL, MA 02467	Product Supply and Sponsorship Agreement Dated 06/01/2010 plus Amendments	\$0.00
Bauer Hockey, Inc.	TSG-SG ACQUISITION, LLC 89 CROSS STREET HOLLISTON, MA 01746	Security Agreement Dated 09/30/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	TSG-TH ACQUISITION, LLC 89 CROSS STREET HOLLISTON, MA 01746	Security Agreement Dated 08/05/2016	\$0.00
Performance Lacrosse Group Inc.	TUCKER, RYAN ADDRESS ON FILE	Athlete Endorsement Agreement Dated 08/01/2016	\$0.00
Bauer Hockey Corp.	TUEXEDO SOURCE FOR SPORTS. 2520 CENTRE ST N CALGARY, AB T2E 2V2 CANADA	Product and Supply Agreement Dated 12/17/2013	\$0.00
Bauer Hockey, Inc.	TURRIS, KYLE, C/O KO SPORTS INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	TYLERTOWN SPORTS CENTER, INC 807 BEULAH AVE. TYLERTOWN, MS 39667	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	TYMOWSKI, CATHERINE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 03/15/2016	\$0.00
Performance Sports Group Ltd.	TYMOWSKI, CATHERINE ADDRESS ON FILE	Stock Options Grants	\$0.00
Easton Baseball / Softball Inc.	UAA INTERCOLLEGIATE ATHLETICS ATTN MIKE SPIGLER 121 GALE LEMERAND DRIVE GAINESVILLE, FL 32611	Sponsorship Agreement Dated 07/01/2015	\$0.00
Easton Baseball / Softball Inc.	UL LLC 333 PFINGSTEN ROAD NORTHBROOK, IL 60062	Global Services Agreement Dated 02/12/2016	\$0.00
Easton Baseball / Softball Inc.	UL LLC 333 PFINGSTEN ROAD NORTHBROOK, IL 60062	Quotation for Services Dated 02/11/2016	\$0.00
Easton Baseball / Softball Inc.	UMSCHEID, MIKE ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00
Bauer Hockey, Inc.	UNIFIRST CORPORATION 430 RIVERSIDE INDUSTRIAL PARKWAY PORTLAND, ME 04103	UniFirst Customer Service Agreement Dated 03/29/2011	\$186.05
Bauer Hockey, Inc.	UNION COLLEGE DEPARTMENT OF ATHLETICS ACHILLES RINK SCHENECTADY, NY 12308	Product Supply and Sponsorship Agreement Dated 06/01/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	UNISOURCE SOLUTIONS 8350 REX ROAD POCO RIVIERA, CA 90660	Purchase Contract Proposal Dated 04/26/2016	\$12,489.36
Bauer Hockey Corp.	UNITED CYCLE SOURCE FOR SPORTS 10323-78 AVENUE EDMONTON, AB T6E 1N8 CANADA	Team Program Contract Dated 06/10/2014	\$0.00
Performance Sports Group Ltd.	UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY ATLANTA, GA 30328	Incentive Program Agreement plus Amendments	\$0.00
Easton Baseball / Softball Inc.	UNITED STATES BASEBALL FEDERATION 1030 SWABIA COURT SUITE 201 DURHAM, NC 27703	USA Baseball Youth Bat Performance Standard TM License Agreement	\$0.00
Easton Baseball / Softball Inc.	UNITED STATES SPECIALTY SPORTS ASSOCIATION ATTN: EXECUTIVE DIRECTOR 611 LINE DRIVE KISSIMMEE, FL 34733	Sponsorship Agreement Dated 01/01/2014	\$271,074.00
Easton Baseball / Softball Inc.	UNITED STATES SPECIALTY SPORTS ASSOCIATION INC ATTN EXECUTIVE DIRECTOR 611 LINE DRIVE KISSIMMEE, FL 34744	Sponsorship Agreement Dated 01/01/2014	
Bauer Hockey Corp.	UNITED STEELWORKERS, UNION LOCAL 967 ADDRESS ON FILE	Collective Agreement - United Steelworkers Dated 12/01/2012	\$0.00
Bauer Hockey Corp.	UNITED STEELWORKERS, UNION LOCAL 967 ADDRESS ON FILE	Union Status - Bauer Hockey Corp.	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY ATHLETIC ASSOCIATION INTERCOLLEGIATE ATHLETICS ATTN MIKE SPIGLER 121 GALE LEMERAND DRIVE GAINESVILLE, FL 32611	Sponsorship Agreement Dated 07/01/2015	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF ALABAMA ATTN: MARIE ROBBINS, SR. ASSOCIATE ATHLETICS DIRECTOR UNIVERSITY OF ALABAMA P.O. BOX 870393 TUSCALOOSA, AL 35487-0393	Sponsorship Agreement Dated 01/01/2017	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN JOHN JENTZ 325 WESTWOOD PLAZA LOS ANGELES , CA 90095	Licensing Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN DAWN HOWARD 115 HAAS PAVILION 4422 BERKELEY, CA 94720	Sponsorship Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN DAWN WHALIN 115 HAAS PAVILION #4422 BERKELEY, CA 94720	Sponsorship Agreement Dated 01/01/2010	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN JOHN JENTZ 325 WESTWOOD PLAZA LOS ANGELES , CA 90095	Sponsorship Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN RENEE MCLEAN 2205E ICA BUILDING 243 SANTA BARBARA, CA 93106	Sponsorship Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA AT LOS ANGELES ATTN: JOHN JENTZ, SENIOR ASSOCIATE ATHLETIC DIRECTOR 325 WESTWOOD PLAZA LOS ANGELES, CA 90095	Sponsorship Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA AT LOS ANGELES INTERCOLLEGIATE ATHLETICS ATTN JOHN JENTZ 325 WESTWOOD PLAZA LOS ANGELES, CA 90095	Sponsorship Agreement Dated 01/01/2014	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA AT SANTA BARBARA UNIVERSITY OF CALIFORNIA, SANTA BARBARA INTERCOLLEGIATE ATHLETICS ATTN: RENEE MCLEAN 2205E ICA, BLDG 243 SANTA BARBARA, CA 93106	Sponsorship Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA, BERKELEY INTERCOLLEGIATE ATHLETICS ATTN: DAWN HOWARD 115 HAAS PAVILLION #4422 BERKELEY, CA 94720	Sponsorship Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF HAWAII ATTN: MR. CARL CLAPP DEPT OF ATHLETICS UNIVERSITY OF HAWAII AT MANOA 1337 LOWER CAMPUS ROAD HONOLULU, HI 96822	Sponsorship Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF HAWAII OFFICE OF INTERCOLLEGIATE ATHLETICS 1337 LOWER CAMPUS ROAD ATTN MIKE TRAPASSO HONOLULU, HI 96822	Sponsorship Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF HAWAII AT MANOA OFFICE OF INTERCOLLEGIATE ATHLETICS 1337 LOWER CAMPUS ROAD ATTN: MIKE TRAPASSO HONOLULU, HI 96822	Sponsorship Agreement Dated 01/01/2014	\$0.00
Performance Lacrosse Group Inc.	UNIVERSITY OF MARYLAND ATTN: JOHN TILLMAN DEPARTMENT OF INTERCOLLEGIATE ATHLETICS - MEN'S LACROSSE XFINITY CENTER TERRAPIN TRAIL COLLEGE PARK, MD 20742	University Sponsorship Agreement Dated 08/19/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	UNIVERSITY OF MASSACHUSETTS INTERCOLLEGIATE ATHLETICS ATTN KRISTI STEFANONI 308 MULLINS AMHERST, MA 01003	Sponsorship Agreement Dated 08/01/2014	\$0.00
Bauer Hockey, Inc.	UNIVERSITY OF MASSACHUSETTS LOWELL 1 UNIVERSITY AVE. LOWELL, MA 01852	Partnership with UMass Lowell Dated 07/01/2014	\$0.00
Performance Lacrosse Group Inc.	UNIVERSITY OF MICHIGAN 500 STATE ST. ANN ARBOR, MI 48109	University Sponsorship Agreement Dated 08/29/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF MINNESOTA INTERCOLLEGIATE ATHLETICS ATTN TOM MCGINNIS 270 BFAB 516 15TH AVENUE MINNEAPOLIS, MN 55455	Licensing Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF MISSISSIPPI PO BOX 1848 UNIVERSITY, MS 38677-0249	Sponsorship Agreement Dated 07/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF MISSISSIPPI PO BOX 1848 UNIVERSITY, MS 38677-0249	Sponsorship Agreement Dated 07/01/2014	\$0.00
Bauer Hockey, Inc.	UNIVERSITY OF NEBRASKA-OMAHA DEPARTMENT OF ATHLETICS DEPARTMENT ATTN: MEN'S ICE HOCKEY COACH 6001 DODGE STREET OMAHA, NE 68182	Product Supply and Sponsorship Agreement Dated 05/01/2015	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF NEVADA, RENO ATTN: TJ BRUCE, HEAD BASEBALL COACH LEGACY HALL/232 RENO, NV 89557	Sponsorship Agreement Dated 03/09/2016	\$0.00
Bauer Hockey, Inc.	UNIVERSITY OF NEW HAMPSHIRE DEPARTMENT OF ATHLETICS ATTN: ICE HOCKEY DEPT. 128 MAIN ST., DURHAM, NH 03824	Product and Supply Sponsorship Agreement Dated 07/12/2013	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	UNIVERSITY OF PITTSBURGH OFFICE OF RESEARCH 123 UNIVERSITY PLACE, LOWER LOBBY PITTSBURGH, PA 15213	Clinical Study Agreement Dated 08/03/2012	\$0.00
Bauer Hockey Corp.	UNIVERSITY OF REGINA COUGARS 3737 WASCANA PKWY REGINA, SK S4S 0A2 CANADA	Team Program Contract Dated 03/01/2014	\$0.00
Performance Lacrosse Group Inc.	UNIVERSITY OF RICHMOND ATTN: DAN CHEMOTTI ROBINS CENTER RICHMOND, VA 23173	University Sponsorship Agreement Dated 06/01/2013	\$0.00
Performance Lacrosse Group Inc.	UNIVERSITY OF RICHMOND ATTN: DAN CHEMOTTI ROBINS CENTER RICHMOND, VA 23173	University Sponsorship Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF SOUTHERN MISSISSIPPI 118 COLLEGE DRIVE #5104 HATTIESBURG, MS 39406-0001	Licensing Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF SOUTHERN MISSISSIPPI 118 COLLEGE DRIVE #5104 HATTIESBURG, MS 39406-0001	Sponsorship Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF TEXAS AT AUSTIN VICE PRESIDENT FOR LEGAL AFFAIRS PO BOX R AUSTIN , TX 78713	Sponsorship Agreement Dated 09/01/2010	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF THE PACIFIC 3601 PACIFIC AVE STOCKTON, CA 95211	Sponsorship Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	UPPER DECK, INC DBA UPPER DECK SPORTS PO BOX 641 HUNTERSVILLE, NC 28070	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	UPS FREIGHT P.O. BOX 1216 RICHMOND, VA 23218-1216	Statement of Agreed Pricing Dated 09/01/2015	\$37,605.96
Performance Lacrosse Group Inc.	UR BEST RESORT, INC. C/O ANDERSON BARNEY REAL ESTATE MANAGEMENT PO BOX 2097	Commercial Building Lease Dated 06/01/2011 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
	SYRACUSE, NY 13220		
Easton Baseball / Softball Inc.	DINSMORE & SHOHL LLP KAREN KREIDER GRANT 255 E. FIFTH STREET SUITE 1900 CINCINNATI, OH 45202	Testing Agreement for Bats	\$865.00
BPS Diamond Sports Inc.	USA BASEBALL 1030 SWABIA COURT SUITE 201 ATTN: PAUL V. SEILER DURHAM, NC 27703	Memorandum of Understanding Re Bat Certification Dated 06/22/2015	
Easton Baseball / Softball Inc.	USA BASEBALL 1030 SWABIA COURT SUITE 201 ATTN: PAUL V. SEILER DURHAM, NC 27703	Testing Agreement for Bats	
Easton Baseball / Softball Inc.	USA BASEBALL ATTN: PAUL V. SELLER 1030 SWABIA COURT SUITE 201 DURHAM, NC 27703	Memo of Understanding 04/15/15 Dated 01/01/2018	
Bauer Hockey, Inc.	USA HOCKEY INC 1775 BOB JOHNSON ROAD COLORADO SPRINGS, CO 80906	Sponsorship Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	USA HOCKEY INC 1775 BOB JOHNSON ROAD COLORADO SPRINGS, CO 80906	Sponsorship Agreement Dated 09/01/2015	\$0.00
BPS Diamond Sports Inc.	USA HOCKEY INC 1775 BOB JOHNSON ROAD COLORADO SPRINGS, CO 80906	Sponsorship Agreement Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	USA PREPS, LLC 5021 VERDUGO WAY #339 CAMARILLO, CA 93012	Memorandum of Understanding Dated 12/01/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	USA PREPS, LLC 5021 VERDUGO WAY #339 CAMARILLO, CA 93012	Team Trademark License Agreement Dated 12/01/2015	\$0.00
Performance Lacrosse Group Inc.	USAF MEN'S LACROSSE 2168 FIELDHOUSE DRIVE COLORADO SPRINGS, CO 80840	Sponsorship Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	USSA LLC CEO/ EXECUTIVE DIRECTOR DON DEDONATIS 611 LINE DRIVE KISSIMMEE, FL 34744	License Agreement Dated 01/01/2016	\$0.00 <u>\$5,416.67</u>
Easton Baseball / Softball Inc.	USSA, LLC ATTN: DON DEDONATIS 611 LINE DRIVE KISSIMMEE, FL 34733	USSA Baseball Bat License Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	USSA, LLC ATTN: DON DEDONATIS, CEO 611 LINE DRIVE KISSIMMEE, FL 34744	USSA Softball Bat License Agreement Dated 01/01/2016	\$0.00
BPS Diamond Sports Inc.	USSA, LLC 611 LINE DRIVE KISSIMMEE, FL 34744	USSA Baseball Bat License Dated 01/01/2016	\$0.00
BPS Diamond Sports Inc.	USSA, LLC ATTN: DON DEONATIS, CEO/EXECUTIVE DIRECTOR 611 LINE DRIVE KISSIMMEE, FL 34744	USSA Softball Bat License Dated 01/01/2016	\$0.00
Bauer Performance Sports Uniforms Corp.	LUXBRIDGE SOCCER CLUB PO BOX 4146 LUXBRIDGE, ONTARIO L1G CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	VAILLANCOURT, CHARLES ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/20/2015	\$0.00
Bauer Hockey, Inc.	VALIEV, RINAT, C/O C/O M5 SPORTS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	VAN HORN ENTERPRISES LLC ADDRESS ON FILE	Sponsorship Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	VANDERHOOK, RICHARD ADDRESS ON FILE	Coach Agreement Dated 01/01/2012	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	VENDETTI, MARK ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	VENDETTI, MARK J. ADDRESS ON FILE	Employment Agreement Dated 12/14/2015	\$0.00
Performance Sports Group Ltd.	VENNER, GARY ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	VERPAULT, CRAIG ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 05/29/2013	\$0.00
Performance Lacrosse Group Inc.	VILLANOVA UNIVERSITY ATTN: MICHAEL CORRADO MEN'S LACROSSE JAKE NEVIN FIELD HOUSE 800 LANCASTER AVENUE VILLANOVA, PA 19085	University Sponsorship Agreement Dated 07/22/2014	\$0.00
Bauer Hockey, Inc.	VILLEMURE, ROBERT ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY PROCUREMENT DEPARTMENT (MC 0333) ATTN: KIM DULANEY, CONTRACTS MANAGER 300 TURNER ST NW BLACKSBURG, VA 24061	Baseball Equipment and Sponsorship Agreement Dated 01/23/2015	\$0.00
Easton Baseball / Softball Inc.	VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY PROCUREMENT DEPARTMENT MC 0333 300 TURNER STREET NORTHWEST ATTN KIM DULANEY, CONTRACT MANAGER BLACKSBURG, VA 24061	Sponsorship Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	VIRGINIA TECH 800 WASHINGTON STREET SW STE 150 BLACKSBURG, VA 24061	Sponsorship Program Dated 05/01/2016	\$0.00
Easton Baseball / Softball Inc.	VIROOL 88 KEARNY ST. FLOOR 21 ATTN: NICK LANOLI SAN FRANCISCO, CA 94108	Easton September Campaigns & Insertion Order Dated 09/15/2016	\$10,690.35

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	VIRTANEN, JAKE ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	VISCOUNT SPORTING GOODS 315 MARGINAL WAY PORTLAND, ME 04101	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	VNSH, LLC 3580 WILSHIRE BLVD, SUITE 1020 LOS ANGELES, CA 90010	Payment Agreement Dated 08/16/2016	\$165,465.75
Bauer Hockey, Inc.	VOLUMENTAL AB ATTN: CEO DROTTNING KRISTINAS VAG 53 STOCKHOLM , 114 53 SWEDEN	Master Agreement to purchase hardware and license software Dated 06/30/2016	\$0.00
Bauer Hockey, Inc.	VULNER, CAROLINE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/28/2012	\$0.00
Performance Sports Group Ltd.	WAGNER, CURTIS ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	WAKEFIELD, JENNIFER ADDRESS ON FILE	Athlete Endorsement Contract Dated 06/01/2015	\$0.00
Performance Sports Group Ltd.	WALL, MICHAEL ADDRESS ON FILE	Cash Incentive Agreement Dated 08/29/2016	\$0.00
Performance Sports Group Ltd.	WALL, MICHAEL ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	WALL, MICHAEL J. ADDRESS ON FILE	Employment Agreement	\$0.00
BPS Diamond Sports Inc.	WALLACE, JEFFREY ADDRESS ON FILE	Separation & Release Letter Agreement Dated 09/30/2016	\$0.00
Easton Baseball / Softball Inc.	WAL-MART STORES 17309 I-30 BENTONVILLE, AR 72015	General Merchandise Supplier Agreement Dated 04/29/2015	\$0.00
Performance Lacrosse Group Inc.	WARRIOR SPORTS, INC. C/O WARNER NORCROSS & JUDD LLP 111 LYON, NW, SUITE 900 GRAND RAPIDS, MI 49503	Settlement Agreement Dated 07/09/2015	\$0.00
BPS Diamond Sports Inc.	WASHINGTON, FILIP CABELL ADDRESS ON FILE	Combat Endorsement Agreement Dated 11/15/2014	\$0.00 , <u>310.29</u>

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	WASTE MANAGEMENT OF UTAH, INC. 222 S MILL AVENUE TAMPA, AZ 85281	Service Agreement Dated 04/19/2016	\$7,786.37
Bauer Hockey Corp.	WATSON, JAMIE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 02/13/2013	\$0.00
Performance Sports Group Ltd.	WATSON, JAMIE ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey Corp.	WAUSAU WEST BOY'S HOCKEY ATTENTION: BRIAN BRANDT JR. 1200 W WAUSAU AVE WAUSAU, WI 54401	Team Program Contract Dated 07/25/2014	\$0.00
Easton Baseball / Softball Inc.	WAYNE SPORTING GOODS CO. INC 124 E. LANCASTER AVE WAYNE, PA 19087	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	WDBW-INC 8140 EAST ROSECRANS AVENUE PARAMOUNT, CA 90723	Commercial Lease Agreement Dated 09/15/2009	\$0.00
Easton Baseball / Softball Inc.	WDP SPORTS, INC. D.B.A. IN THE GAME ATHLETICS 1453 CHERRY ROAD ROCK HILL, SC 29732	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	WEAVERS STORE, INC 1011 DRY TAVERN RD DENVER, PA 17517	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	WEBER, LARRY ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/01/2011	\$0.00
Performance Sports Group Ltd.	WEBER, LAWRENCE ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	WEGMAN, BRIAN ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	WEISE, DALE, C/O ALLAIN ROY ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Performance Sports-Uniforms-Corp.	WELLAND-SOCCER CLUB 570 RIVER ROAD, RR#3 WELLAND, ON L2B 5N6 CANADA	Exclusive Uniform and Equipment Supply Agreement Dated 12/01/2015	\$0.00
Easton Baseball / Softball Inc.	WEPLAY SPORTS, INC 1404 MENTOR AVENUE PAINESVILLE, OH 44077	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	WEST POINT, UNITED STATES MILITARY ACADEMY DEPARTMENT OF ATHLETICS WEST POINT MILITARY ACADEMY WEST POINT, NY 10996	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	WESTERN CYCLE WESTERN CYCLE & SPORTING GOODS CO L 1550 8TH AVENUE REGINA, SK S4R 1E4 CANADA	Team Program Contract Dated 05/05/2014	\$0.00
Bauer Hockey Corp.	WESTERN CYCLE & SPORTING SOURCE FOR SPORTS 1550, 8TH AVENUE REGINA, SK S4R 1E4 CANADA	Team Program Contract Dated 03/01/2014	\$0.00
Bauer Hockey Corp.	WESTERN CYCLE & SPORTING SOURCE FOR SPORTS 1550, 8TH AVENUE REGINA, SK S4R 1E4 CANADA	Team Program Contract Dated 03/01/2014	\$0.00
Easton Baseball / Softball Inc.	WESTERN KENTUCKY UNIVERSITY 1605 AVENUE OF CHAMPIONS ATTN MATT MYERS BOWLING GREEN, KY 42101	Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	WHEELS (SKATE SALES) LTD. 14 ADSWOOD INDUSTRIAL ESTATE ADSWOOD ROAD CHESHIRE SK3 8LF STOCKPORT, ENGLAND, UNITED KINGDOM	Marketing and Distribution Agreement (+ 2 Amendments) Dated 01/01/2006 plus Amendments	\$0.00
Bauer Performance Sports Uniforms Corp.	WHITBY IROQUOIS SOCCER CLUB 695 ROSSLAND RD WHITBY, ON L1R 2P2 CANADA	Supply Agreement Dated 09/26/2013	\$0.00
Easton Baseball / Softball Inc.	WHM INC. D.B.A. PLAY IT AGAIN SPORTS 206 W. BLACKSTOCK RD. SPARTANBURG, SC 29301	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	WILDCATS HOCKEY C/O BEN AND JOYCE FRANK 10540 MAGNOLIA AVE. RIVERSIDE, CA 92505	2016 Uniform Service Agreement Dated 05/13/2016	\$0.00
Bauer Hockey Corp.	WILLCOTT, GERARD ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 09/01/2009	\$0.00
Performance Lacrosse Group Inc.	WILLIAMS, DAVID ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 04/29/2015	\$0.00
Performance Sports Group Ltd.	WILLIS TOWERS WATSON ATTN: TREVOR SCHULTZ, COMPSYCH ATTN: BRAD MACLEOD, WILLIS TOWERS WATSON 335 MADISON AVE #20 NEW YORK, NY 10017	Letter of EAP Transfer Dated 01/01/2017	\$0.00
Easton Baseball / Softball Inc.	WILSON SPORTING GOODS CO. C/O KEY AND ASSOCIATES 321 NORTH CLARK STREET SUITE 500 JEFFREY A. KEY CHICAGO, IL 60654	Agreement and Covenant Not to Sue Dated 10/11/2016	\$0.00
Easton Baseball / Softball Inc.	WILSON SPORTING GOODS CO. C/O KEY AND ASSOCIATES 321 NORTH CLARK STREET SUITE 500 JEFFREY A. KEY CHICAGO, IL 60654	Confidential Settlement Agreement Dated 03/05/2008	\$0.00
Easton Baseball / Softball Inc.	WILSON SPORTING GOODS CO. C/O KEY AND ASSOCIATES 321 NORTH CLARK STREET SUITE 500 JEFFREY A. KEY CHICAGO, IL 60654	Paid-Up, Non-Terminable License Agreement Dated 10/11/2016	\$0.00
Easton Baseball / Softball Inc.	WILSON SPORTING GOODS CO. C/O KEY AND ASSOCIATES 321 NORTH CLARK STREET SUITE 500 JEFFREY A. KEY CHICAGO, IL 60654	Settlement Agreement Dated 10/11/2016	\$0.00

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	WILSON, CHERYL ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	WINMARK CORPORATION 605 HIGHWAY 169 NORTH SUITE 400 MINNEAPOLIS, MN 55441	Vendor Promotion Agreement Dated 10/12/2016	\$4,153.66
Easton Baseball / Softball Inc.	WINMARK CORPORATION D.B.A. PLAY IT AGAIN SPORTS 605 HIGHWAY 169 NORTH SUITE 400 MINNEAPOLIS, MN 55441	Trademark/IP/Indemnity Agreement Dated 10/11/2016	\$0.00
Bauer Hockey, Inc.	WINNIK, DANIEL, C/O NEWPORT SPORTS MANAGEMENT INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	WINNING EDGE SPORTING GOODS 7540 A S MEM. PKWY HUNTSVILLE, AL 35802	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	WOIDTKE, ANDY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$0.00
Performance Lacrosse Group Inc.	WOLF, JORDAN ADDRESS ON FILE	Athlete Agreement Dated 06/11/2014	\$1,129.04
Easton Baseball / Softball Inc.	WOLF, LAWRENCE ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00
Performance Sports Group Ltd.	WORKIVA INC. 2900 UNIVERSITY BLVD. AMES, IA 50010	Consulting Services Order Dated 04/26/2014	\$0.00
Performance Sports Group Ltd.	WORKIVA INC. 2900 UNIVERSITY BLVD. AMES, IA 50010	Subscription Order Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	WOTHERSPOON, TYLER, C/O KEVIN EPP ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	WRIGHT, MELINDA ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 01/16/2015	\$0.00
Bauer Hockey Corp.	XEROX CANADA LTD. P.O. BOX 4539 - STATION A TORONTO, ON M5W 4P5 CANADA	Lease Agreement - Xerox Dated 10/07/2014 plus Amendments	\$558.25

PSG Contract Assumption Cure Amounts

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	XEROX CANADA LTD. P.O. BOX 4539 - STATION A TORONTO, ON M5W 4P5 CANADA	Lease Agreement - Xerox Dated 11/28/2014	
PSG Innovation Corp.	XIMEDICA LLC 55 DUPONT DRIVE PROVIDENCE, RI 02907	QSR Compliant Development-to-Supply Program Dated 03/04/2016	\$165,929.37
Bauer Hockey, Inc.	XXL GROSSIST NORGE AS STROMSVEIEN 245 P.B. 353 0614 ALNABRU ORG 983706444 NORWAY	Delivery Agreement Dated 01/01/2014	\$0.00
Bauer Hockey, Inc.	YALE UNIVERSITY DEPARTMENT OF ATHLETICS 20 TOWER PARKWAY NEW HAVEN , CT 06520	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Easton Baseball / Softball Inc.	YAMAMOTO, SHUSAKU ADDRESS ON FILE	Letter of Engagement with Shusaku- Yamamoto Dated 02/04/2015	\$0.00
Bauer Hockey, Inc.	YEATON, AMY ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/22/2010	\$0.00
Bauer Hockey Corp.	YELLOWHEAD MINOR HOCKEY ATTENTION: BRUCE COULTER PO BOX 1478 MINNEDOSA, MB R0J 1E0 CANADA	Team Program Contract Dated 06/01/2014	\$0.00
Performance Sports Group Ltd.	YEOMELAKIS, ARTHUR ADDRESS ON FILE	Stock Options-Grants	\$0.00
Easton Baseball / Softball Inc.	YOKOHAMA DENA BAYSTARS BASEBALL CLUB YOKOHAMAKOEN NAKA WARD YOKOHAMA KANAGAWA PREFECTURE, JAPAN	Yokohama Baystars Sponsorship Package	\$0.00
Performance Sports Group Ltd.	YU, CECILIA ADDRESS ON FILE	Stock Options-Grants	\$0.00
Bauer Hockey, Inc.	ZALESKI, JULIE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 02/06/2015	\$0.00
Performance Sports Group Ltd.	ZALESKI, JULIE ADDRESS ON FILE	Stock Options-Grants	\$0.00

PSG Contract Assumption Cure Amounts

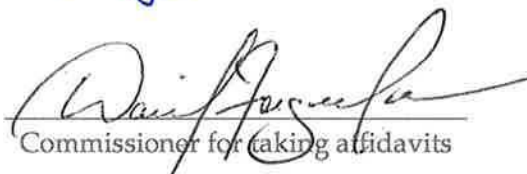
Debtor	Contract Counterparty	Contract to Assume	Cure Amount
BPS Diamond Sports Inc.	ZIRKLE, BRIAN ADDRESS ON FILE	Combat Endorsement Agreement Dated 11/15/2014	\$0.00
Bauer Hockey, Inc.	ZIRKLE, BRIAN ADDRESS ON FILE	Endorsement Agreement Dated 11/15/2014	\$0.00
BPS Diamond Sports Inc.	ZIRKLE, BRIAN ADDRESS ON FILE	Endorsement Agreement Dated 11/15/2014	\$0.00
Bauer Hockey Corp.	ZURICH IN NORTH AMERICA CUSTOMER INQUIRY CENTER 1400 AMERICAN LANE SCHUMBURG, IL 60196-1056	Commercial Insurance Policy Dated 06/01/2016	\$0.00
Bauer Hockey Corp.	ZURICH INSURANCE COMPANY LTD 100 KING STREET WEST, SUITE 5500 TORONTO, ON M5X 1C9 CANADA	Certificate of Automobile Insurance (Ontario) Dated 01/06/2016	\$0.00
Bauer Hockey Corp.	ZURICH INSURANCE COMPANY LTD 100 KING STREET WEST, SUITE 5500 TORONTO, ON M5X 1C9 CANADA	Commercial Umbrella Liability Policy Dated 06/01/2016	\$0.00
Bauer Hockey Corp.	ZURICH INSURANCE COMPANY LTD 100 KING STREET WEST, SUITE 5500 TORONTO, ON M5X 1C9 CANADA	Insurance Policy Dated 06/01/2016	\$0.00
Bauer Hockey Corp.	ZURICH INSURANCE COMPANY LTD GLOBAL CORPORATE 100 KING STREET WEST SUITE 5400 TORONTO, ON M5X 1C9 CANADA	International Liability Program Dated 06/01/2016	\$0.00

EXHIBIT “G”

Exhibit "G" to the Affidavit

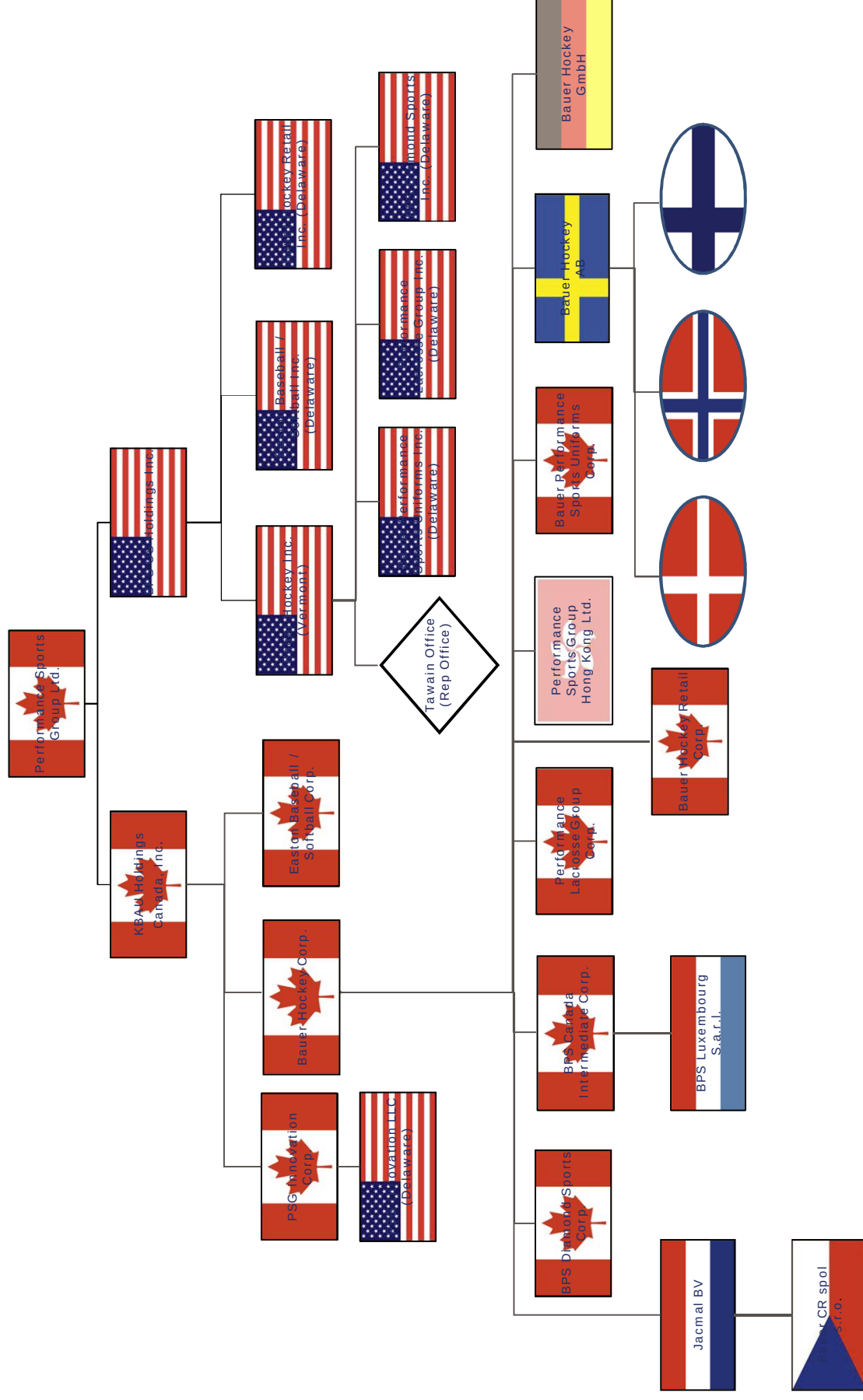
Of Brian J. Fox, sworn

January 24, 2017

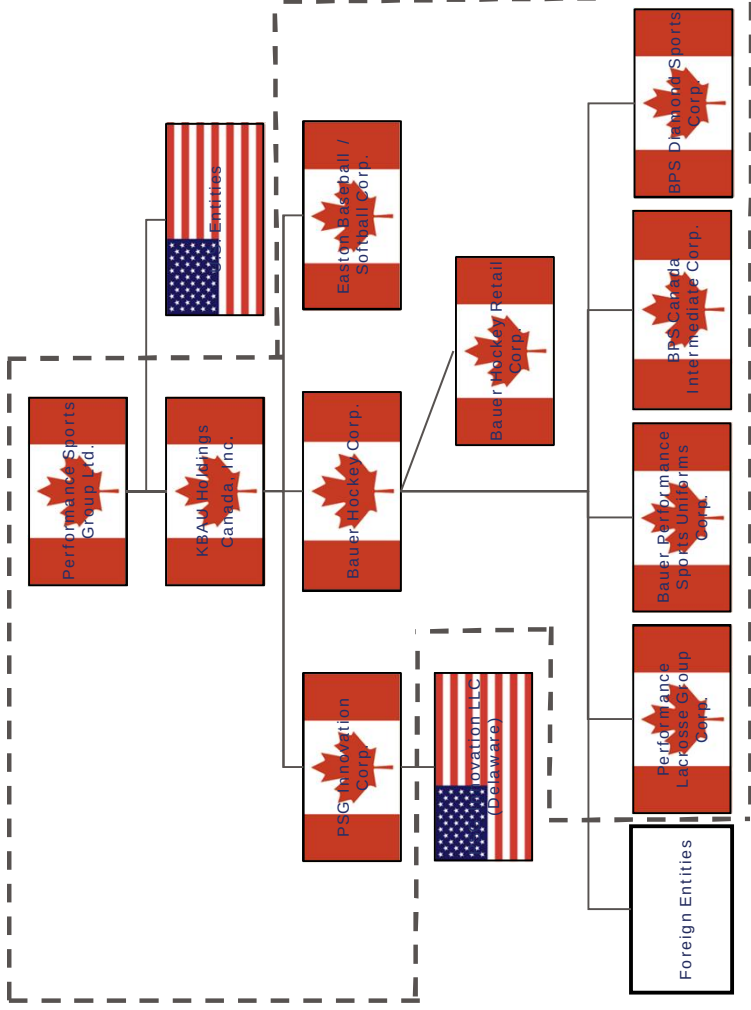

Commissioner for taking affidavits

Daniel Feigenbaum
Notary Public State of New York
02FE6203476
Qualified In Nassau County
Commission Expires 04/06/2018 ⁷

Current Ownership Structure



Canada Realignment



Transaction Steps:

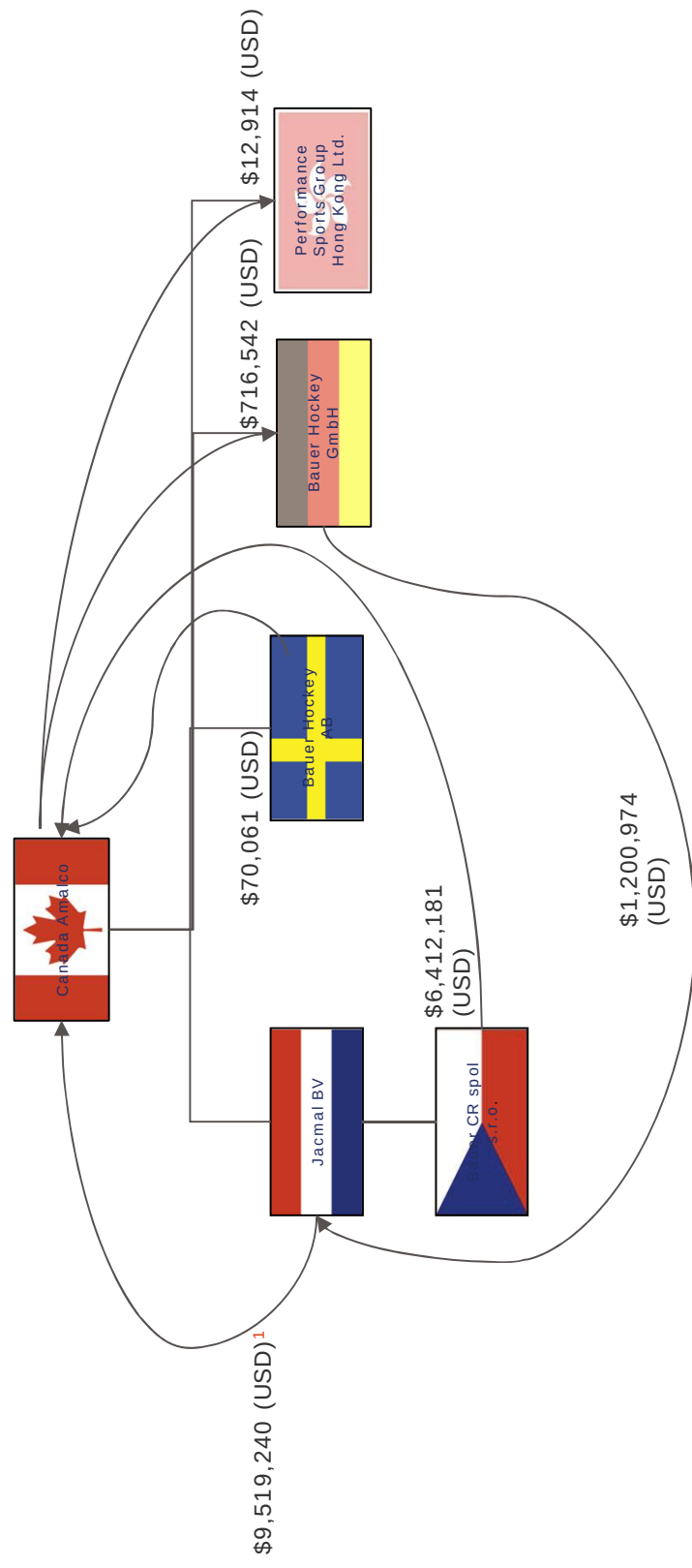
1. Canadian companies (other than Performance Sports Group Ltd.) file articles of continuance to continue into British Columbia ("B.C.").
2. Canadian companies amalgamate to form Canada Amalco, a B.C. incorporated entity

Intercompany Loan Clean-Up – Summary Table

Borrower	Lender	USD Equivalent Amount	Currency	Local Currency Amount	Trade Account or “Fixed” Loan?
Canada Amalco (BHC)	Jacmal BV ¹	\$4,138,882	CHF	4,186,932	Fixed Loans (non-interest bearing)
		\$5,315,514	USD	\$5,315,514	
		\$64,844	CAD	\$87,059	
Canada Amalco (BHC)	Bauer CR spol s.r.o.	\$2,197,535	USD	\$2,197,535	Fixed Loan (interest bearing)
		\$4,214,646	CZR	107,700,862	
Canada Amalco (BHC)	Bauer Hockey AB	\$70,061	SEK	646,691	Variable Trade
PSG Hong Kong	Canada Amalco (BHC)	\$12,914	HKD	100,105	Fixed Trade
Bauer Hockey GmbH	Canada Amalco (BHC)	\$716,542	EUR	679,351	Variable Trade
Jacmal BV	Bauer Hockey GmbH	\$1,200,974	EUR	1,127,585	Fixed Loan (non-interest bearing)

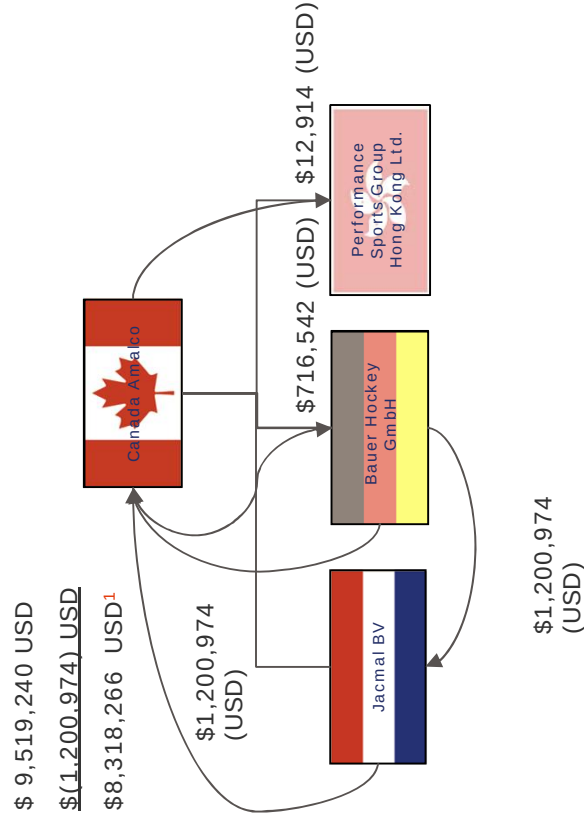
¹ Amount is comprised of 3 loans, a BHC Payable in Swiss Francs, a BHC Payable in USD, and a BHC Payable in CAD.

Current Intercompany Loan Structure



¹ Amount is comprised of 3 loans, a BHC Payable in Swiss Francs, a BHC Payable in USD, and a BHC Payable in CAD.

Downstream/Cross-Stream Loan Repayment

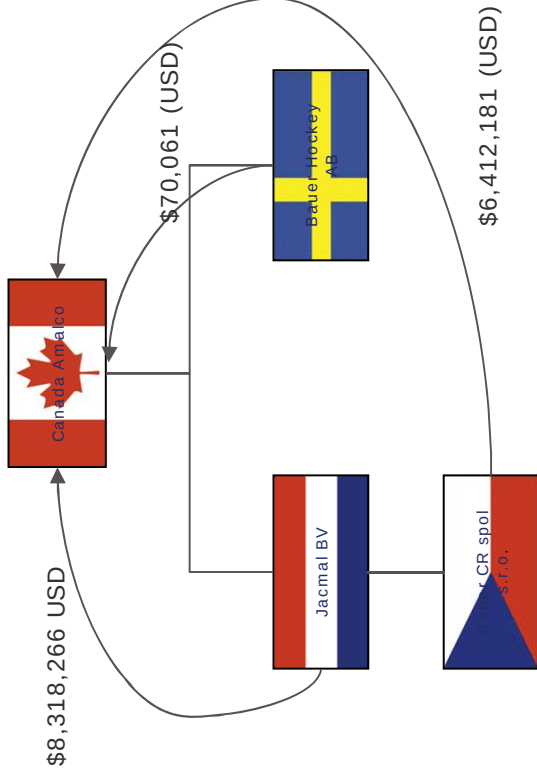


Transaction Steps:

1. Canada Amalco assumes \$1.2M debt from Jacmal BV owed to Bauer Hockey GmbH in partial satisfaction of its USD loan payable to Jacmal BV.
2. Canada Amalco and Bauer Hockey GmbH offset their \$716,542 receivable/payable amounts, leaving an upstream loan to Canada Amalco of \$484,432.
3. Bauer Hockey GmbH distributes a dividend equal to its intercompany balance with Canada Amalco, to Canada Amalco, and the amount owing in respect of that dividend will be set-off in full satisfaction of said intercompany balance, and Canada Amalco will contribute its loan receivable from Performance Sports Group Hong Kong Ltd. to capital of Performance Sports Group Hong Kong Ltd.

¹ Amount is comprised of 3 loans, a BHC Payable in Swiss Francs, a BHC Payable in USD, and a BHC Payable in CAD.

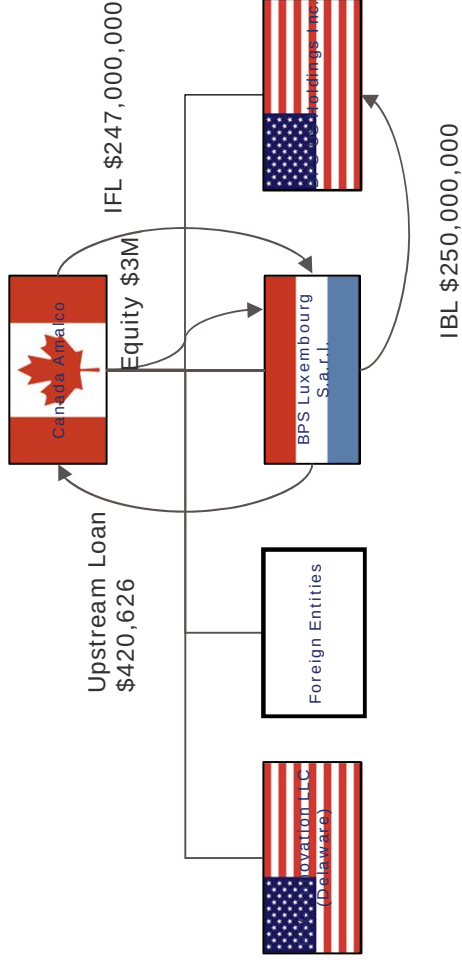
Upstream Intercompany Loan Clean-Up



Transaction Steps:

1. Bauer CR spol s.r.o. will assign its note receivable of \$6,412,181 USD to Jacmal BV in exchange for a receivable from Jacmal BV. Bauer CR spol s.r.o. will issue a dividend of \$6,412,181 USD to Jacmal BV generating a dividend payable, against which the receivable shall be offset.
2. Jacmal BV will subsequently waive any accrued interest owed on its notes receivable, and will declare a dividend equal to the total remaining sum of the intercompany balances (determined in Euros on the applicable transaction date) and the amount owing in respect of that dividend will be set-off in full satisfaction of the total remaining amount owing by Canada Amalco to Jacmal BV.
3. Bauer Hockey AB will declare a dividend in an amount equal to its upstream loan receivable from Canada Amalco (determined in Euros on the applicable transaction date) and amount owing in respect of dividend will be set-off in full satisfaction of amount owing by Canada Amalco to Bauer Hockey AB.

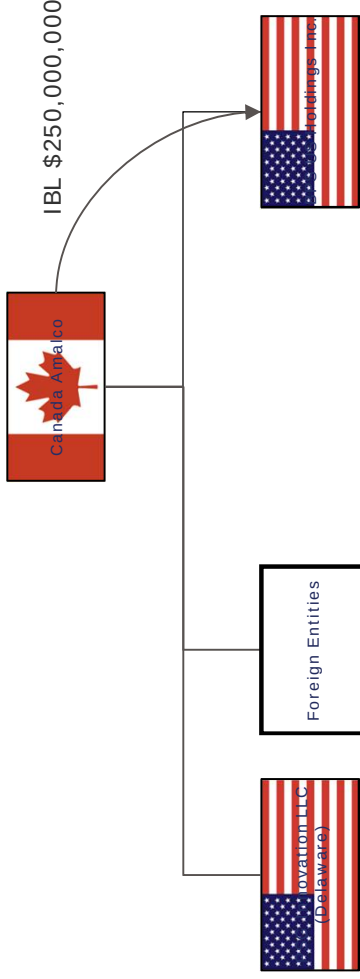
Unwind of Luxembourg Financing Structure



Transaction Steps:

1. BPS Luxembourg S.a.r.l. repays the non-interest bearing loan to Canada Amalco in kind (by transferring \$247M of its Note receivable from BPS US Holdings, Inc. to Canada Amalco) and repays \$3M of capital to Canada Amalco (by distributing remaining \$3M of note receivable from BPS US Holdings Inc. to Canada Amalco)
2. BPS Luxembourg S.a.r.l. pays an in-kind dividend equal to the amount of the upstream loan (i.e. \$420,626) to Canada Amalco
3. BPS Luxembourg S.a.r.l. declares and pays a cash and an in-kind dividend equal to the remaining cash (and accrued interest) in the corporation, less liabilities (except EUR 13,000, which must remain in the entity until it is dissolved).
4. BPS Luxembourg S.a.r.l. is dissolved (and the remaining EUR 13,000 is distributed to Canada Amalco as a return of capital at that time).

Unwind of Luxembourg Financing Structure



Transaction Steps:

1. BPS Luxembourg S.a.r.l. repays the non-interest bearing loan to Canada Amalco in kind (by transferring \$247M of its Note receivable from BPS US Holdings, Inc. to Canada Amalco) and repays \$3M of capital to Canada Amalco (by distributing remaining \$3M of note receivable from BPS US Holdings Inc. to Canada Amalco)
2. BPS Luxembourg S.a.r.l. pays an in-kind dividend equal to the amount of the upstream loan (i.e. \$420,626) to Canada Amalco
3. BPS Luxembourg S.a.r.l. declares and pays a cash and an in-kind dividend equal to the remaining cash (and accrued interest) in the corporation, less liabilities (except EUR 13,000, which must remain in the entity until it is dissolved).
4. BPS Luxembourg S.a.r.l. is dissolved (and the remaining EUR 13,000 is distributed to Canada Amalco as a return of capital at that time).

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

**AFFIDAVIT OF BRIAN J. FOX
(SWORN JANUARY 24, 2017)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
E-mail: phoward@stikeman.com

Kathryn Esaw LSUC#: 58264F
Tel: (416) 869-6820
E-mail: kesaw@stikeman.com

Lee Nicholson LSUC#66412I
Tel: (416) 869-5604
E-mail: leenicholson@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicants

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) MONDAY, THE 6th
)
JUSTICE NEWBOULD) DAY OF FEBRUARY, 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)

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 "**Sale Transaction**") contemplated by the asset purchase agreement (the "**Asset Purchase Agreement**") between the Applicants (including any successors thereof, the "**Sellers**" and each, a "**Seller**") and [●] (the "**Purchaser**") made as of [●], 2017 and vesting in the Purchaser, the Sellers' right, title and interest in and to the assets described in the Asset Purchase Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Brian J. Fox sworn January 24, 2017 and the Exhibits thereto, the Supplementary Affidavit of ● sworn ●, 2017 and the Exhibits thereto, the Sixth and Seventh Reports of Ernst & Young Inc. in its capacity as monitor (the "**Monitor**") to the Applicants dated January ●, 2017 and ●, 2017, respectively, and on hearing the submissions of

counsel for the Applicants, the Monitor, the Purchaser, the term loan DIP lenders, the ABL DIP lenders, the Official Committee of Unsecured Creditors and 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 ●, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that all capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Asset Purchase Agreement.

SALE TRANSACTION

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

4. **THIS COURT ORDERS** that the Sellers are authorized and directed to perform their obligations under the Asset Purchase Agreement and any ancillary documents related thereto.

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser 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 Purchaser, 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, encumbrances, obligations, liabilities, claims, demands, guarantees, set-off,

liens, executions, levies, charges, or other financial or monetary claims, adverse claims, or rights of use, puts or forced sale provisions exercisable as a consequence of or arising from closing of the Sale Transaction whether arising prior to or subsequent to the commencement of the CCAA proceedings and proceedings under Chapter 11 of Title 11 of the United States Code (the “**Chapter 11 Proceedings**”) and whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal equitable, possessory or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Order of the Honourable Justice Newbould dated October 31, 2016, as amended and restated (the “**Initial Order**”), the Order of the Honourable Justice Newbould dated January 10, 2017 (the “**KERP Order**”) 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) any Excluded Liabilities;

provided that, the Claims and the Encumbrances referred to herein shall not include encumbrances listed on Schedule “B” (the “**Permitted Encumbrances**”). 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 except for the Permitted Encumbrances.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall be paid to the Sellers and the Monitor, as applicable, as set out in the Asset Purchase Agreement and shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor’s Certificate, all valid Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the Sellers taking the first of the Pre-Closing Reorganization Steps as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the Sellers’ taking any Pre-Closing Reorganization Steps. Subject to this Order, the Sellers and Monitor are hereby authorized and

empowered to hold the net proceeds from the sale of the Purchased Assets delivered to them pursuant to the Asset Purchase Agreement pending further order of the Court.

7. **THIS COURT ORDERS** that, following the filing of the Monitor's Certificate, the Monitor, in consultation with and on behalf of the Sellers, and the Sellers are hereby authorized and directed, without further order of this Court, to repay in full from the Closing Purchase Price:

- (a) the indebtedness and obligations outstanding, as of the Closing Date, under the Sponsor DIP Credit Agreement, after accounting for any obligations applied towards a Credit Bid Amount; and
- (b) the indebtedness and obligations outstanding, as of the Closing Date, under the ABL DIP Credit Agreement and the ABL Credit Agreement, dated April 15, 2014 (as amended modified or supplemented from time to time), by and among (i) the Sellers; (ii) Bank of America, N.A., as administrative agent and collateral agent; and (iii) the lenders from time to time party thereto (collectively with the ABL DIP Credit Agreement and Sponsor DIP Credit Agreement, the "**Credit Agreements**");

in each case, such portions of the Closing Purchase Price used to fund such repayments being made free and clear of all Claims and Encumbrances, including any encumbrances or charges created by the Initial Order, the KERP Order and any subsequent charges created by this Court.

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

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Sellers and the Purchaser or their respective counsel regarding the satisfaction or waiver of the conditions to closing under the Asset Purchase Agreement, including that adjustments applicable to the Closing Cash Payment are accurate and the Sellers have received the portion of the Closing Cash Payment, subject to applicable adjustments, deliverable to them in accordance with the Asset Purchase Agreement, and shall incur no liability with respect to the delivery of the Monitor's Certificate.

10. **THIS COURT ORDERS** that the Purchaser shall have no liability or responsibility for (i) any Excluded Liabilities; and (ii) any liability or other obligation of any Sellers arising under or related to the Purchased Assets other than as expressly set forth in the Asset Purchase Agreement, including successor or vicarious liabilities of any kind or character, including any

theory of antitrust, environmental, successor or transferee liability, labour law, de facto merger or substantial continuity.

11. **THIS COURT ORDERS** that, provided that the Asset Purchase Agreement has not been terminated, any plan of compromise or arrangement that may be filed by the Sellers shall not derogate or otherwise affect any right or obligation of the Sellers or the Purchaser under the Asset Purchase Agreement unless otherwise agreed by the Sellers and the Purchaser.

12. **THIS COURT ORDERS** that the Purchaser or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances with respect to the Purchased Assets after completion of the Sale Transaction.

13. **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 Purchaser all human resources and payroll information in the Sellers' records pertaining to the Sellers' past and current employees. The Purchaser 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.

14. **THIS COURT ORDERS** that for seven (7) years following the Closing Date, the Purchaser shall, and shall cause the Purchaser's affiliates and the Purchaser's and its affiliates respective 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 Sellers and their successors and assigns (including any regulatory agency designated by the Sellers or a trustee-in-bankruptcy or another liquidating trustee overseeing the liquidation of the Sellers 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, any investigations by the United States Securities and Exchange Commission or the Ontario Securities Commission and the defense or prosecution of claims by the Sellers after the Closing Date. In addition, the Purchaser 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 Sellers for as long as necessary to carry out the purpose of such document hold.

15. **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 Purchaser and the 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 or equityholders 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.

16. **THIS COURT ORDERS AND DECLARES** that the Sellers are subject to an order of this Court under applicable bankruptcy or insolvency laws and the Sale Transaction constitutes a “related party transaction” for purposes of Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”) and the Court has been advised of the requirements in MI 61-101 regarding minority approval for related party transactions and does not require compliance with sections 5.4 and 5.6 of MI 61-101, respectively.

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

ASSIGNMENT OF AGREEMENTS

18. **THIS COURT ORDERS** that upon delivery of the Monitor’s Certificate, all of the rights and obligations of the Sellers under the agreements set out in Schedule “C” hereto that are Assigned Contracts under the Asset Purchase Agreement on Closing shall be assigned to and

assumed by the Purchaser pursuant to section ● of the Asset Purchase Agreement and pursuant to section 11.3 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA").

19. **THIS COURT ORDERS** that, with respect to the Assigned Contracts that are real property leases (collectively, the "**Real Property Leases**"), upon delivery of the Monitor's Certificate, the Purchaser 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 Real Property Leases 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 premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Sellers, the landlords under the Real Property Leases or any other person whomsoever claiming through or under any of the Sellers or the landlords under the Real Property Leases.

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

21. **THIS COURT ORDERS** that the Sellers' right, title and interest in the Assigned Contracts shall vest absolutely in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances.

22. **THIS COURT ORDERS** that each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from the assignment of the Assigned Contracts, the insolvency of the Sellers, the Pre-Closing Reorganization, the commencement of these CCAA proceedings or the Chapter 11 Proceedings, or any failure of the Sellers to perform a non-monetary obligation under the Assigned Contracts.

23. **THIS COURT ORDERS** that to the extent any dispute exists regarding the amount of Cure Costs payable to a counterparty under an Assigned Contract, the Sellers or the Monitor, as applicable, are authorized and empowered to hold the claimed amount in reserve pending resolution of such dispute, and notwithstanding the dispute, the assignment and assumption of the Assigned Contract pursuant to paragraph 18 of this Order is valid and binding in all respects and the counterparty's recourse is limited to the funds held in reserve pending resolution of the dispute.

24. **THIS COURT ORDERS** that, subject to paragraph 23 of this Order, the Cure Costs of the contracts set out in Schedule "C" shall be in the amounts set out therein, and that upon or prior to Closing, the Purchaser (first, and to an aggregate maximum amount of US\$1,000,000) and the Sellers (second, and for any amount in excess of US\$1,000,000 in the aggregate) shall pay the Cure Costs as set out in the Asset Purchase Agreement with respect to each applicable Assigned Contract, in full and final satisfaction of any Cure Costs owing to the counterparty to the applicable Assigned Contract, except if the funds are being reserved pending the dispute of amount of Cure Costs payable to a counterparty.

25. **THIS COURT ORDERS** that if the Sellers have not received payment information from a counterparty upon Closing, the Sellers or Monitor may reserve for the Cure Costs payable to such counterparty to the extent payable by Sellers pursuant to the Asset Purchase Agreement, and if payable by the Sellers, the Sellers or Monitor shall pay the Cure Costs payable to such counterparty by no later than the day that is five (5) business days from the date that the Seller or Monitor receives wire remittance instructions or other payment instructions from such counterparty.

26. **THIS COURT DIRECTS** the Sellers shall send a copy of this Order to all of the counterparties to the contracts listed in Schedule "C" hereto and, furthermore, provide notice to any counterparty that is listed in Schedule "C" as of the date of this Order and is subsequently removed from Schedule "C" and becomes an Excluded Contract in accordance with and pursuant to the Asset Purchase Agreement prior to Closing of the Sale Transaction.

PRE-CLOSING REORGANIZATION

27. **THIS COURT ORDERS AND DECLARES** that the Pre-Closing Reorganization is hereby approved and the Sellers are authorized to take the necessary or desirable steps, transactions, set-offs, distributions, repayments, transfers and other actions to consummate the Pre-Closing Reorganization (collectively, the “**Pre-Closing Reorganization Steps**”), and that such Pre-Closing Reorganization Steps may be amended by the Sellers in accordance with the Asset Purchase Agreement, with the consent of the Monitor or by further order of this Court.

28. **THIS COURT ORDERS** that the Sellers shall preserve the Sellers’ accounting entries and related systems, including records of all open balances and intercompany notes and payables, as they exist immediately prior to the implementation of the first Pre-Closing Reorganization Step for purposes of developing a distribution model, if necessary, based on the Sellers’ corporate and capital structure existing prior to the Pre-Closing Reorganization.

29. **THIS COURT ORDERS**, subject to the other provisions of this Order, notwithstanding the Pre-Closing Reorganization or any of the Pre-Closing Reorganization Steps, all security interests, trusts, liens, charges, encumbrances, rights, claims, obligations, debts, and liabilities, statutory or otherwise, in favour of any Person, except the Sellers or their subsidiaries, will remain attached to the Sellers or will attach to the successor(s) of the Sellers, as applicable, in each case, without any novation and without any further notice, action or document.

30. **THIS COURT ORDERS AND DECLARES**, subject to paragraph 7 of this Order, any distributions made by or on behalf of the Sellers pursuant to further order of this Court may, if determined to be appropriate by the Sellers, with the consent of the Monitor, be based on the Sellers’ corporate structure existing immediately prior to the Sellers taking any Pre-Closing Reorganization Steps and implementing the Pre-Closing Reorganization, and for the purposes of any such distribution, the relative priority of claims as between the Sellers’ creditors, including persons having equity claims, shall be determined as of the time immediately prior to the Sellers taking the first of the Pre-Closing Reorganization Steps, such that no creditor of the Sellers or person having an equity claim will be materially prejudiced by the Pre-Closing Reorganization.

31. **THIS COURT ORDERS** that all Persons are prohibited from exercising any right or remedy under a contract, agreement, licence or permit to which an Applicant is a party to by reason of any defaults thereunder arising from the Pre-Closing Reorganization or the Applicants' undertaking any of the Pre-Closing Reorganization Steps.

MONITOR AND SELLERS' PROTECTIONS

32. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the Initial Order, the Monitor shall not be liable for any act or omission on the part of the Monitor pertaining to the discharge of its duties under this Order, save and except for any claim or liability arising out of any gross negligence or wilful misconduct on the part of the Monitor. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA, any other federal or provincial applicable law or the Initial Order.

33. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order and without in any way limiting the protections for the Monitor set forth in this Order, the Initial Order and the CCAA, the Monitor shall have no obligation to make any payment unless the Monitor is in receipt of funds adequate to effect any such payment.

34. **THIS COURT ORDERS AND DECLARES** that any payments, distributions and disbursements under this Order shall not constitute a "distribution" for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 23 of the *Canada Pension Plan Act* (Canada), section 86 of the *Employment Insurance Act* (Canada), section 14 of the *Tax Administration Act* (Quebec) and section 97.39 of the *Customs Act* (Canada), or any other similar federal, provincial or territorial tax legislation (collectively, the "**Tax Statutes**"), and the Monitor, the Sellers and any officer or director of the Sellers shall not incur any liability under the Tax Statutes in respect of its making any payments, distributions or disbursements ordered or permitted under this Order, and are hereby forever released and discharged from any claims against it, him or her under or pursuant to the Tax Statutes or otherwise at law, arising in respect of any such payments, distributions or disbursements made under this Order and any claims of this nature are hereby forever barred.

GENERAL

35. **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 Sellers 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 Sellers 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 Sellers 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’S 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 undertakings, property and assets of Applicants.

B. Pursuant to an Order of the Court dated February 6, 2017 (the “**Approval and Vesting Order**”), the Court approved the asset purchase agreement made as of ●, 2017 (the “**Asset Purchase Agreement**”) between the Sellers and ● (the “**Purchaser**”) and the sale transaction (the “**Sale Transaction**”) contemplated therein, and provided for the vesting in the Purchaser 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 Purchaser of a certificate confirming (i) the payment by the Purchaser of the Closing Cash Payment, subject to applicable adjustments, for the Purchased Assets; (ii) that the conditions to Closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Sellers and/or the Purchaser, as applicable; and (iii) the Sale Transaction has been completed to the satisfaction of the Monitor.

C. Pursuant to the Approval and Vesting Order, the Monitor may rely on written notice from the Sellers and the Purchaser regarding fulfillment of conditions to closing under the Asset Purchase Agreement.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Sellers and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Asset Purchase Agreement have been satisfied and/or waived, as applicable;
2. The Purchaser has paid and the Sellers or the Monitor, as applicable, have received the Closing Cash Payment, subject to applicable adjustments, for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
3. The Sale 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 Sellers, and not in its personal or
corporate capacity**

Per: _____
Name:
Title:

Schedule "B" – Permitted Encumbrances

None

Schedule “C” – Potential Assigned Contracts

Attached

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	1099691 ONTARIO, INC. O/A THE SPORTS COMPANY ATTN: CHRIS GILMORE 208 WYECROFT ROAD, UNIT #20 OAKVILLE, ON L6K3T8 CANADA	Sales Agency Agreement plus Annex Dated 01/01/2016	\$0.00
Bauer Hockey, Inc.	1099691 ONTARIO, INC. O/A THE SPORTS COMPANY ATTN: CHRIS GILMORE 208 WYECROFT ROAD, UNIT #20 OAKVILLE, ON L6K3T8 CANADA	Sales Agency Agreement plus Annex Dated 01/01/2016	\$0.00
Bauer Hockey Retail Inc.	1493130 ONTARIO LIMITED C/O RIOCAN REAL ESTATE INVESTMENT TRUST 2300 YONGE ST SUITE 500 PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	Lease Agreement	\$0.00
Bauer Hockey, Inc.	1493130 ONTARIO LIMITED C/O RIOCAN REAL ESTATE INVESTMENT TRUST 2300 YONGE ST SUITE 500 PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	Lease Agreement Dated 2/19/2016	\$0.00
Easton Baseball / Softball Inc.	2ND TIME AROUND SPORTS; MANNY'S SPORTS; EVERY SPORT FOR LESS 453 ATWOOD AVENUE CRANSTON, RI 02920	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	9300-2764 QUEBEC INC. 172 RIVIERE-A-SIMON ST-SAUVEUR, QUEBEC, J0R 1R7 CANADA	Lease Agreement Dated 03/01/2015	\$0.00
Bauer Hockey, Inc.	AASONN LLC 184 SHUMAN BOULEVARD SUITE 530 NAPERVILLE , IL 60563	Master Service Agreement Dated 09/26/2014	\$190,642.50
Bauer Hockey, Inc.	AASONN LLC 184 SHUMAN BOULEVARD SUITE 530 NAPERVILLE , IL 60563	Statement of Work Dated 07/20/2015	
Performance Lacrosse Group Inc.	ABELLI, JENNA ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 05/02/2014	\$0.00
Easton Baseball / Softball Inc.	ACADEMY SPORTS, INC. 5370 RILEY LANE MURRAY, UT 84107	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ACE SPORTS INC. 311 MANZANITA ST. CAMARILLO, CA 93012	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ACTION MULTI-SPORTS 51 DE LA CITEE DES JEUNES, #114 VAUDREUIL DORION, QC J7V 8C1 CANADA	Product Supply Agreement Dated 03/02/2015	\$0.00
Bauer Hockey Corp.	ACTION MULTI-SPORTS 51 DE LA CITEE DES JEUNES, #114 VAUDREUIL DORION, QC J7V 8C1 CANADA	Team Program Contract Dated 08/19/2014	\$0.00
Performance Lacrosse Group Inc.	ADAMS, ANDREW ADDRESS ON FILE	Athlete Endorsement Agreement Dated 04/01/2016	\$0.00
Bauer Hockey, Inc.	ADAPCHAIN, INC. 275 FIRETHORNE DRIVE WEST CHESTER , PA 19382	Software License and Service Agreement Dated 09/30/2015 plus Amendments	\$1,282.50
Easton Baseball / Softball Corp.	ADDLON TRADING ATTN: STEVE LUMLEY 8 CONSTITUTION ROAD RYDE, NSW 2112 AUSTRIA	International Distributor Agreement Dated 01/01/2007	\$0.00
Bauer Hockey Corp.	ADDLON TRADING CO. PTY. LTD. 8 CONSTITUTION ROAD RYDE, NSW 2112 AUSTRALIA	Marketing and Distribution Agreement and First Amendment Dated 11/01/2009 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	ADRIAN COLLEGE DEPARTMENT OF ATHLETICS 110 SOUTH MADISON STREET ADRIAN , MI 49221	Product Supply and Sponsorship Agreement Dated 05/01/2016	\$0.00
Bauer Hockey Corp.	ADVANCE TECHNOLOGY, INC 4 WASHINGTON AVENUE SCARBOROUGH, ME 04070-6834	Commercial Installation and Service Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	AGENCE HANNAH, INC. ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Easton Baseball / Softball Corp.	AGENCE PAT HANNAH INC. ADDRESS ON FILE	Independent Sales Rep Agreement Dated 09/05/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	AIA BASEBALL 651 TAYLOR DR. XENIA, OH 45385	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	AIKINS, JUSTIN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 07/02/2014	\$0.00
Bauer Hockey, Inc.	AIKMAN, JAMES ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 01/09/2015	\$0.00
Bauer Hockey Corp.	AJAX MINOR HOCKEY ASSOCIATION SEAN GRIFFITHS DIRECTOR OF EQUIPMENT 75 CENTENNIAL ROAD AJAX, ON L1S 4S4 CANADA	Product Supply and Sponsorship Agreement Dated 03/03/2015	\$0.00
Easton Baseball / Softball Inc.	AKANA, JOHN ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Easton Baseball / Softball Inc.	AKRON FELT & CHENILLE MFG. CO. INC 1205 GEORGE WASHINGTON BLVD. AKRON, OH 44312	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	AKSPORTS, LLC - DBA TEAM SPORTS & PERFORMANCE APPAREL 6025 ROYAL LANE SUITE 126 DALLAS, TX 75230	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	AL ANDERSON'S SOURCE FOR SPORTS 208 AVENUE B SOUTH SASKATOON, SK S7M 1M4 CANADA	Team Program Contract Dated 05/01/2014	\$0.00
Bauer Hockey, Inc.	ALASKA ANCHORAGE ATTENTION: PROCUREMENT SERVICES 3211 PROVIDENCE DRIVE ULB SUITE 106 ANCHORAGE, AK 99508	Contract for Product Supply and Sponsorship Agreement Dated 06/01/2016	\$0.00
Bauer Hockey, Inc.	ALBANY ROAD-100 DOMAIN LLC C/O CITIZENS BANK 1 CITIZENS DR ROP 480 RIVERSIDE, RI 02915	Commercial Building Lease Dated 05/01/2011 plus Amendments	\$21,791.35
Bauer Hockey Corp.	ALEXANDER, GARNET ADDRESS ON FILE	Non-Compete Agreement Dated 10/08/2008	\$0.00
Easton Baseball / Softball Inc.	ALEXON INTERNATIONAL LIMITED 40 - 48 GUILDFORD STREET LUTON, LU1 2PB UNITED KINGDOM	Coexistence Agreement (Trademarks) Dated 06/15/2008	\$0.00
Easton Baseball / Softball Inc.	ALIMED, INC. ATTN: JONATHAN BRETZ 297 HIGH STREET DEDHAM, MA 02026	License Agreement Dated 10/1/2010	\$5,707.29
Easton Baseball / Softball Inc.	ALL AMERICAN BASEBALL CENTER LLC 9100 COMMERCE CIRCLE TRAFFORD, PA 15085	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	ALL SPORTS A.S. ATTN: IGOR NOVOTNY PODEBRADSKA 541/29 PRAHA 9, 190 00 CZECH REPUBLIC	Marketing and Distribution Agreement Dated 01/01/2013 plus Amendments	\$0.00
Bauer Hockey Corp.	ALL SPORTS, A.S. PRAGUE 9 PODEBRADSKA 541/29 PRAGUE, 190 00 CZECH REPUBLIC	Marketing and Distribution Agreement Dated 01/01/2013 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	ALL STORE SPORTS CENTER, INC 1030 SANDRETTO DR STE D PRESCOTT, AZ 86305	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	ALL-STAR TEES AND TROPHIES, LLC 1100 24TH AVENUE MERIDIAN, MS 39301	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ALMEGA SPORTS 2497 HIGHWAY 77 PANAMA CITY, FL 32405	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ALS SOURCE FOR SPORTS 3485 FAIRVIEW ST BURLINGTON, ON L7N 2R4 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Easton Baseball / Softball Inc.	AL'S SPORT SHOP 9250 MISSION GORGE ROAD SANTEE, CA 92071	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ASA 2801 NORTHEAST 50TH STREET OKLAHOMA CITY , OK 73111	Sponsorship Agreement Dated 01/01/2014 plus Amendments	\$20,833.34
Easton Baseball / Softball Inc.	AMATEUR SOFTBALL ASSOCIATION OF AMERICA 2801 NORTHEAST 50TH STREET OKLAHOMA CITY , OK 73111	ASA Standard Bat Certification Mark License Agreement 2014 Dated 01/01/2014 Plus Addendums	\$18,750.00
Easton Baseball / Softball Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	Fulfillment Agreement Dated 04/01/2016	\$0.00
Easton Baseball / Softball Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	Fulfillment Agreement Dated 04/01/2016	\$0.00
Easton Baseball / Softball Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	MDF/COOP Agreement #7416170 Dated 04/01/2015	\$0.00
Easton Baseball / Softball Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	MDF/COOP Agreement Dated 04/01/2016	\$0.00
Bauer Hockey, Inc.	AMAZON.COM ACCOUNTS PAYABLE PO BOX 80387 SEATTLE, WA 98108	Vendor Terms and Conditions	\$0.00
Easton Baseball / Softball Inc.	AMERICAN AMATEUR BASEBALL CONGRESS ATTN: MR. RICHARD NEELY 100 W. BROADWAY FARMINGTON, MN 87401	Licensing Agreement Dated 1/1/2009	\$1,141.30
Bauer Hockey, Inc.	ANDERSON, BYRAN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/04/2012	\$0.00
Bauer Hockey, Inc.	ANDERSSON, JOAKIM ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	ANGRY AXE BASEBALL, INC. 1407 ARTESIA LN ROCKWALL, TX 75032-7039	Sponsorship Agreement Dated 12/01/2015	\$0.00
PSG Innovation Corp.	ANGUS, BRUCE ADDRESS ON FILE	Independent Contractor Agreement Dated 10/15/2015	\$0.00
Easton Baseball / Softball Inc.	ANTHEM SPORTS LLC 2 EXTRUCUSION DR. PAWCATUCK, CT 06379	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	APL CO. PTE. LTD 16220 NORTH SCOTTSDALE ROAD-SUITE 300 SCOTTSDALE, AZ 85254	Service Contract Dated 05/01/2016	\$84,055.57
Bauer Hockey Corp.	APPLEONE EMPLOYMENT SERVICES UNIT 6 50 PAXMAN ROAD ETOBICOKE, ON M9C 1B7 CANADA	Temporary Services Contract Dated 10/05/2016 plus Amendments	\$0.00
Bauer Hockey, Inc.	ARAMARK REFRESHMENT SERVICES, LLC 234 BELLARDVALE STREET WILMINGTON, MA 01887	Customer Relationship Agreement Dated 03/23/2015	\$7,779.85
Easton Baseball / Softball Inc.	ARC SPORTS 5 PRODUCTION DR. BROOKFIELD, CT 06804	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ARENA SPORTS ENTERPRISES, LLC 3 FAIR AVE. HANOVER, PA 17331	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	ARES 3704 LACON RD HILLIARD, OH 43026	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ARIOTO, VALERIE ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 02/12/2016	\$0.00
Easton Baseball / Softball Inc.	ARKLAMISS SPORTS, LLC 1573 HWY 1 SOUTH GREENVILLE, MS 38701	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ART, DAVE ADDRESS ON FILE	Independent Contractor Agreement Dated 06/01/2014	\$0.00
Performance Sports Group Ltd.	ASKUITY 119 SPADINA AVE - STE #400 TORONTO, ON M5V 2L1 CANADA	Askuity Point of Sale Service Order Dated 03/01/2015	\$0.00
Bauer Hockey Corp.	ASSELIN, FRANCOIS ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 11/30/2013	\$0.00
Easton Baseball / Softball Inc.	ATHLETIC SUPPLY, INC 1107 N. GRANT ODESSA, TX 79761	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ATHMEDICS INC. 937 FLOYD AVE. ROME, NY 13440	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ATHOL MURRAY COLLEGE OF NOTRE DAME ATTENTION: DEL PEDRICK, DIRECTOR OF HOCKEY MAIN ST. WILCOX, SK S0G 5E0 CANADA	Team Program Contract Dated 03/01/2014	\$0.00
Bauer Hockey, Inc.	ATLANTA PHOENIX HOCKEY CLUB JASON GREESON	2016 Uniform Service Agreement Dated 09/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	AUBURN UNIVERSITY INTERCOLLEGIATE ATHLETICS ATTN MISSTY KENNEDY 311 INGRAM HALL AUBURN UNIVERSITY, AL 36849	Sponsorship Agreement Dated 01/01/2014	\$0.00
Bauer Hockey Corp.	AURORA MINOR HOCKEY ASSOCIATION 1 COMMUNITY CENTRE LANE AURORA, ON L4G 7B1 CANADA	Product and Supply Agreement Dated 10/16/2014	\$0.00
Bauer Hockey, Inc.	AUTOMATIC DATA PROCESSING, INC. ONE ADP BOULEVARD ROSELAND, NJ 07068	Major Account Services - Master Services Agreement Dated 06/17/2015 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	AVALANCHE INDUSTRIES, LLC 144 DIXON ST. SELBYVILLE, DE 19975	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	AVERY DENNISON SERVICE 1000 THORNTON ROAD S. UNIT A OSHAWA, ONTARIO, L1J 7E2 CANADA	Advantage Onsite Service Agreement Dated 02/01/2016	\$0.00
Easton Baseball / Softball Inc.	B & H BASEBALL VENTURES DBA D-BAT SAN ANTONIO NORTH 2250 CHIPLEY CIRCLE SAN ANTONIO, TX 78217	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BACKYARD UNIVERSITY, LLC 201 SOUTH CHARLES STREET RED LION, PA 17356	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BADGER, ROB ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013 plus Amendments	\$0.00
Bauer Hockey, Inc.	BAILIE, LINDA ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 10/06/2014	\$0.00
Easton Baseball / Softball Inc.	BAKER, BRYSON ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	BALL HOCKEY INTERNATIONAL 39 DIVISION ST. (PO BOX 52) WELLAND, ONTARIO , L3B 3Z5 CANADA	Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	BALL HOCKEY INTERNATIONAL ATTN: BRIAN BROLSY 16 MELBOURNE AVENUE ST. CATHARINE'S, ONTARIO, L2P 3J8 CANADA	Sponsorship Agreement	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	BALL, BATS & GLOVES LLC 1416 MILLPOND RD. CONWAY, SC 29527	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BANC OF AMERICA LEASING & CAPITAL, LLC ATTN: VENDOR FINANCE DIVISION 135 S. LASALLE STREET- 10TH FLOOR CHICAGO, IL 60603	Supplements No. 4 and 6 to Master Lease Agreement No. 13838 Dated 07/31/2014	\$0.00
Bauer Hockey, Inc.	BARBER, BROOKS ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 07/06/2016	\$0.00
Bauer Hockey, Inc.	BARBERIO, MARK ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	BARLO SIGNS 158 GREENLY STREET ST. HUDSON , NH 03051	Signage Contract Dated 08/03/2016	\$0.00
Easton Baseball / Softball Inc.	BASEBALL PLUS 145 MILBAR BLVD FAMINGDALE, NY 11735	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BASES LOADED SPORTS, LLC 609 N. MAIN ST. MOORESVILLE, NC 28115	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BASS ENTERPRISES, INC DBA PLAY IT AGAIN SPORTS 6124 NORTHWEST HWY CRYSTAL RIVER, IL 60014	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BASS, ANGELA ADDRESS ON FILE	Employment Agreement Dated 01/09/2012	\$0.00
BPS Canada Intermediate Corp.	BAUER HOCKEY CORP. 100 DOMAIN DRIVE EXETER, NH 03833	Currency Denomination Agreement Dated 11/30/2015	\$0.00
Easton Baseball / Softball Inc.	BAZAARVOICE, INC. 3900 N. CAPITAL OF TEXAS HIGHWAY SUITE 300 ATTN: LEGAL AUSTIN , TX 78746	Early Renewal Amendment Dated 02/10/2016	\$0.00
Easton Baseball / Softball Inc.	BAZAARVOICE, INC. 3900 N. CAPITAL OF TEXAS HIGHWAY SUITE 300 ATTN: LEGAL AUSTIN , TX 78746	Master Agreement	\$0.00
Easton Baseball / Softball Inc.	BAZAT, KEVIN ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	BB ACADEMY, LLC 801 NW 122 ND OKLAHOMA CITY, OK 73114	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BCGP TRAINING FACILITY, LLC 7455 SEYMOUR HWY WICHITA FALLS, TX 76310	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BEAMER, SETH ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 04/25/2016	\$0.00
Bauer Hockey, Inc.	BEAULIEU, NATHAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	BEAUREGARD, MARCO ADDRESS ON FILE	Non-Compete, Non-Solicitation & Confidentiality Agreement Dated 10/01/2011	\$0.00
Bauer Hockey Corp.	BEDARD, MICHAEL ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 03/18/2013	\$0.00
Bauer Hockey, Inc.	BELLAMY, KACEY ADDRESS ON FILE	Endorsement Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	BELLINGER, RICH VAN ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Easton Baseball / Softball Inc.	BELL'S SPORTING GOODS, INC 4313 JOHNSTON ST. LAFAYETTE, LA 70503	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BENEFITFOCUS 100 BENEFITFOCUS WAY CHARLESTON , SC 29492	Client Services Agreement Dated 08/15/2014	\$3,632.66
Easton Baseball / Softball Inc.	BENSON, ERNIE ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$0.00
Bauer Hockey Corp.	BERGERON, JOEL ADDRESS ON FILE	Non-Compete Agreement	\$0.00
Performance Lacrosse Group Inc.	BERNHARDT, JESSE ADDRESS ON FILE	Athlete Endorsement Agreement Dated 04/01/2016	\$0.00
Bauer Hockey Corp.	BERTRAND, JACQUELINE ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 10/01/2011	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	BETTER BASEBALL LLC 132 CARRUTH DRIVE SE MARIETTA, GA 30060	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	BHATT, DILIP ADDRESS ON FILE	Termination Notice Dated 08/02/2016	\$0.00
Bauer Hockey, Inc.	BIBEAU SPORTS SALES, INC. ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013 plus Amendments	\$2,579.71
Bauer Hockey, Inc.	BICKELL, BRYAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	BIDAL, JEAN-MARIE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/01/2011	\$0.00
Bauer Hockey Corp.	BILL'S SKATE SHOP 22446 LOUGHEED HWY MAPLE RIDGE, BC V2X2T6 CANADA	Product and Supply Agreement Dated 08/23/2015	\$0.00
Bauer Hockey, Inc.	BILLTRUST 100 AMERICAN METRO BLVD SUITE 150 HAMILTON, NJ 08619	Billing Service Agreement Dated 10/31/2011	\$12,755.35
Bauer Hockey Corp.	BIN HAYIZ SPORTS, DRESSES & EQUIPMENT TRADING AIRPORT ROAD BUILDING NO 467 MEZZANINE FLOOR 102 ABU DHABI, UNITED ARAB EMIRATES	Marketing and Distribution Agreement and First Amendment Dated 01/01/2006 plus Amendments	\$0.00
Bauer Hockey Corp.	BIN HAYIZ SPORTS, DRESSES & TRADING AIRPORT ROAD BUILDING NO. 467 MEZZANINE FLOOR 102 ABU DHABI, UNITED ARAB EMIRATES	First Amendment to Marketing and Distribution Agreement Dated 01/01/2009 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	BINGHAMTON UNIVERSITY 4400 VESTAL PARKWAY EAST BINGHAMTON, NY 13902	University Sponsorship Dated 08/10/2016	\$0.00
Bauer Hockey, Inc.	BIONDICH, DR. PAUL ADDRESS ON FILE	Licensing Agreement Dated 04/01/2003	\$933.99
Bauer Hockey Corp.	BIRD, JASON ADDRESS ON FILE	Non-Compete Agreement Dated 10/09/2008	\$0.00
Performance Lacrosse Group Inc.	BITTER, JAMES ADDRESS ON FILE	Athlete Agreement Dated 05/29/2015	\$833.34
Bauer Hockey Corp.	BIURO HANDLOWE BARTEX BARTOSZ GRALINSKI UK FOKISA 6/1 41-703 RUDA SLASKA, POLAND	Marketing and Distribution Agreement Dated 01/01/2006 plus Amendments	\$0.00
Bauer Hockey Corp.	BLACKFALDS MINOR HOCKEY ASSOCIATION BOX 531 BLACKFALDS, AB T0M 0J0 CANADA	Product and Supply Agreement Dated 08/08/2014	\$0.00
Bauer Hockey Corp.	BLACKFOOT MINOR HOCKEY ASSOCIATION CHRIS RESYNYK, PRESIDENT 240 - 90TH AVE. S.E. CALGARY, AB T2J 6P6 CANADA	Product and Supply Agreement Dated 11/07/2014	\$0.00
Performance Sports Group Ltd.	BLACKLINE 21300 VICTORY BLVD, 12TH FLOOR WOODLAND HILLS, CA 91367	Blackline Order Form Dated 10/26/2015	\$230.14
Easton Baseball / Softball Inc.	BLAKEY, JASON ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Bauer Hockey, Inc.	BLANTON, COREEN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 11/20/2014	\$0.00
Bauer Hockey Corp.	BLAUER MANUFACTURING COMPANY, INC 20 ABERDEEN STREET BOSTON, MA 02215	Addendum to Prior Rights Agreement Dated 01/26/2010	\$0.00
Bauer Hockey, Inc.	BLAUER MANUFACTURING COMPANY, INC 20 ABERDEEN STREET BOSTON, MA 02215	Prior Rights Agreement Dated 04/09/2004	\$0.00
Bauer Hockey Corp.	BLAUER MANUFACTURING COMPANY, INC. 20 ABERDEEN STREET BOSTON, MA 02215	Lease Agreement Dated 04/17/2014 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	BLOMHA RICK DAWSON 3455 FAIRVIEW ST. BURLINGTON, ON L7N 2R4 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Bauer Hockey, Inc.	BLUE RIDGE INTERNET MONITORING COMPANY, LLC 103 HIGHRIDGE ROAD ATTN: NICOLE PORTER FRONT ROYAL, VA 22630	Internet Monitoring Agreement Dated 07/10/2014	\$13,354.84
Easton Baseball / Softball Inc.	BLUE RIDGE INTERNET MONITORING COMPANY, LLC 103 HIGHRIDGE RD. ATTN: NICOLE PORTER, PRESIDENT FRONT ROYAL, VA 22630	Master Services Agreement Dated 02/11/2015	
Easton Baseball / Softball Inc.	BLUE RIDGE INTERNET MONITORING COMPNAY, LLC 103 HIGHRIDGE RD FRONT ROYAL, VA 226301	Authorization to Represent IP Rights Owner Dated 02/11/2015	
Easton Baseball / Softball Inc.	BLUE RIDGE MONITORING COMPANY LLC 103 HIGHRIDGE RD. FRONT ROYAL, VA 22630	Statement of Work No. 2 Dated 02/11/2015	
Bauer Hockey, Inc.	BOARD OF TRUSTEES FOR WESTERN MICHIGAN UNIVERSITY DIVISION OF INTERCOLLEGIATE ATHLETICS 1903 WEST MICHIGAN AVENUE KALAMAZOO, MI 49008	Product Supply and Sponsorship Agreement Dated 05/31/2016	\$0.00
Performance Lacrosse Group Inc.	BOCKLET, CASEY ADDRESS ON FILE	Athlete Endorsement Agreement Dated 06/01/2015	\$483.87
Bauer Hockey, Inc.	BOLLIG, BRANDON ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	BONITATIBUS, JUSTIN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/25/2014	\$0.00
Bauer Hockey Corp.	BONNY COMPOSITE TECH LIMITED NO. 199 FENGXIANG EAST ROAD WUTONG STREET TONGXIANG CITY, ZHEJIANG PROVINCE , CHINA	Assignment Dated 06/30/2015	\$0.00
Bauer Hockey Corp.	BONNY WORLDWIDE LTD. ATTN: HARRISON HSU PO BOX 309 UGLAND HOUSE GRAND CAYMAN , KYI-1104 CAYMAN ISLANDS	Manufacturing Agreement Dated 09/10/2015	\$0.00
Easton Baseball / Softball Inc.	BOOBY WOODS PRODUCTIONS, LLC 109 MONROE LN. EGG HARBOR CITY, NJ 08234	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BOOTH, CALLUM ADDRESS ON FILE	Endorsement Agreement Dated 06/01/2015	\$0.00
Easton Baseball / Softball Inc.	BOSTON COLLEGE ATTN ANDREW ZAGORIANAKOS 140 COMMONWEALTH AVE CHESTNUT HILL, MA 02467	Sponsorship Agreement Dated 08/01/2015	\$0.00
Bauer Hockey Corp.	BOULAY, MARTIN ADDRESS ON FILE	Le Present Document Constitue Une Entente de non-concurrence	\$0.00
Bauer Hockey Corp.	BOULTON & SONS REPLAY SPORTS 180 PARSONS ROAD, UNIT 5 ALLISTON, ON L9R 1E8 CANADA	Team Program Contract Dated 04/14/2014	\$0.00
Bauer Hockey, Inc.	BOWEN, CHRISTOPHER ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00
Easton Baseball / Softball Inc.	BOYD, MIKE ADDRESS ON FILE	Independent Sales Rep Agreement Dated 03/31/2016	\$0.00
Bauer Hockey, Inc.	BOZON, TIM ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	BRAMPTON HOCKEY INC. 8950 MCLAUGHLIN RD, BUILDING D BRAMPTON , ON L6Y5T1 CANADA	Product and Supply Agreement Dated 08/15/2015	\$0.00
Bauer Hockey Corp.	BRANDON SOURCE FOR SPORTS 2025 BRANDON AVE BRANDON, MB R7B 4E5 CANADA	Team Program Contract Dated 06/01/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	BRESLIN, HENRY ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 08/01/2015	\$0.00
Bauer Hockey, Inc.	BRETTON, DANIEL ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 05/07/2014	\$0.00
Easton Baseball / Softball Inc.	BRG SPORTS, INC 5550 SCOTTS VALLEY DR SCOTTS VALLEY, CA 95066	Easton/BRG Agreement Dated 07/15/2015	\$0.00
Easton Baseball / Softball Inc.	BRIGHTEDGE 999 BAKER WAY SUITE 500 SAN MATEO, CA 94404	BrightEdge Master Subscription Agreement Dated 02/27/2013	\$5,000.01
Bauer Hockey Corp.	BRITT, LEE ADDRESS ON FILE	Non-Compete Agreement Dated 06/09/2010	\$0.00
Bauer Hockey Corp.	BRODIE, IAN ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 01/24/2012	\$0.00
Easton Baseball / Softball Inc.	BRONTO SOFTWARE, LLC WASHINGTON BUILDING 324 BLACKWELL STREET SUITE 410 DURHAM, NC 27701	Bronton Subscription Services Agreement Dated 03/16/2016	\$5,781.25
Performance Lacrosse Group Inc.	BROWN UNIVERSITY ATTN: LARS TIFFANY 235 HOPE STREET BOX 1932 PROVIDENCE, RI 02912	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	BROWN, CONNOR ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	BRUCE, TJ ADDRESS ON FILE	Sponsorship Agreement Dated 02/09/2016	\$0.00
Easton Baseball / Softball Inc.	BRUEGGE, CHRIS ADDRESS ON FILE	Independent Sales Rep Agreement Dated 06/01/2015	\$0.00
Performance Lacrosse Group Inc.	BRUNDAGE, MICHELLE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 11/26/2012	\$0.00
Bauer Hockey, Inc.	BRYANT, JESSICA ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 01/27/2016	\$0.00
Performance Lacrosse Group Inc.	BUCKNELL UNIVERSITY KENNETH LANGONE ATHLETICS & RECREATION CENTER MOORE AVENUE LEWISBURG, PA 17837	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	BUCKNER'S SOURCE FOR SPORTS ATTENTION: DOUG THOMPSON, PRESIDENT 474 MAIN ST W PORT COLBOURNE, ON L3K 3W1 CANADA	Team Program Contract Dated 02/26/2015	\$0.00
Easton Baseball / Softball Inc.	BUCKS SPORTING GOODS 4324 SW 45TH AMARILLO, TX 79109	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	BURD & BEEK, INC DBA PLAY IT AGAIN SPORTS 993 MANSELL RD. #A ROSWELL, GA 30076	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BURKHOLDER, DAVID ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 02/01/2016	\$0.00
Bauer Hockey Retail Inc.	BURLINGTON CROSSROADS, LLC C/O EDENS LIMITED PARTNERSHIP ATTN: LEGAL DEPARTMENT 1221 MAIN STREET SUITE 1000 COLUMBIA, SC 29201	Shopping Center Lease Dated 11/12/2014	\$1,219.09
Bauer Hockey Corp.	BURLINGTON GIRLS HOCKEY CLUB BARB ROCKX PRESIDENT 3466 MAINWAY DRIVE BURLINGTON, ON L7M 1A8 CANADA	Product and Supply Agreement Dated 04/21/2014	\$0.00
Easton Baseball / Softball Inc.	BURROUGHS, LANE ADDRESS ON FILE	Sponsorship Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	BUSH WELLS SPORTING GOODS CORPORATION 500 S. CENTER CASPER, WY 82601	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	BUSI, SRAVANI ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 05/19/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	C & C SPORTING GOODS 502 ALFRED DRIVE COPERRAS COVE, TX 76522	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	C & M SPORTING GOODS, INC 158 WESTGATE PARKWAY DOTHAN, AL 36303	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	C3 CREATIVE COMMUNITY CONNECTIONS, LLC 59 STATE STREET NEWBURYPORT , MA 01950	Gathering Services Retainer Agreement Dated 06/01/2016	\$0.00
BPS Diamond Sports Corp.	CA SPORTS 1919 YGNACIO VALLEY RD. #22 ATTN: WONPYO WALNUT CREEK, CA 94598	Amended and Restated Distribution Agreement Dated 06/01/2014	\$0.00
BPS Diamond Sports Inc.	CA SPORTS 1919 YGNACIO VALLEY RD. #22 ATTN: WONPYO WALNUT CREEK, CA 94598	Amended and Restated Distribution Agreement Dated 06/01/2014	\$0.00
Bauer Hockey Corp.	CAFE EXPERT 1370 DE COULOMB SUITE 102 BOUCHERVILLE , QC J4B 7J? CANADA	Service Agreement Dated 01/16/2015	\$1,099.02
Performance Lacrosse Group Inc.	CAIN, DAVID ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 09/17/2012	\$0.00
Easton Baseball / Softball Inc.	CAIRA'S CAGES LLC 15202 CENTRAL AVE CHINO, CA 91710	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	CALGARY BUFFALO HOCKEY ASSOCIATION CAROLYN FORREST, EQUIPMENT COORDINATOR 240 90 AVE SE CALGARY, AB T2J 6P6 CANADA	Product and Supply Agreement Dated 10/21/2014	\$0.00
Bauer Hockey Corp.	CALGARY NORTHSTARS HOCKEY PO BOX 54022 RPO VILLAGE SQUARE CALGARY, AB T1Y 6S6 CANADA	Product and Supply Agreement Dated 12/17/2013	\$0.00
Bauer Hockey Corp.	CALIFORNIA HEAT ANDEW GOLDSTEIN PO BOX 80653 SANTA CLARITA, CA 91380	Product and Supply Agreement Dated 05/21/2015	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO ATTN: JENNY CONDON CAL POLY ATHLETICS MOTT GYM 1 GRAND AVENUE SAN LUIS OBISPO, CA 93407-0388	Sponsorship Agreement Dated 08/01/2014	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, FRESNO FRESNO ATHLETICS CORPORATION 5305 NORTH CAMPUS DRIVE N627 FRESNO , CA 93740	Sponsorship Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, FRESNO FRESNO ATHLETICS CORPORATION 5305 N. CAMPUS DRIVE N627 FRESNO, CA 93740	Agreement Between California State University, Fresno and Easton Sports, Inc. Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, FULLERTON 2600 E. NUTWOOD AVENUE SUITE 300 ATTN: SALLY YASSINE FULLERTON, CA 92831	Sponsorship Agreement No. F12-02 Dated 10/15/2013 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, FULLERTON C/O RICHARD DEAN VANDERHOOK 5872 RICH HILL WAY YORBA LINDA, CA 92886	Coach Agreement Dated 01/01/2012	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	CALIFORNIA STATE UNIVERSITY, NORTHRIDGE DEBORAH FLUGUM MANAGER, PURCHASING & CONTRACT ADMINISTRATION 18111 NORDHOFF STREET NORTHRIDGE, CA 91330-8231	Agreement Between California State University, Northridge and Easton Sports, Inc. Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	CAMBRIDGE WINTERHAWKS JUNIOR HOCKEY CLUB PAUL WILLIAMSON CFO 314 DARRELL DRIVE AYR, ON NOB 1E0 CANADA	2016 Uniform Service Agreement Dated 04/01/2016	\$0.00
Bauer Hockey Corp.	CAMBRIDGE WINTERHAWKS JUNIOR HOCKEY CLUB PAUL WILLIAMSON CFO 314 DARRELL DRIVE AYR, ON NOB 1E0 CANADA	Product and Supply Agreement Dated 05/21/2014	\$0.00
Bauer Hockey Corp.	CAMBRIDGE MINOR HOCKEY ASSOCIATION SEAN MCGINNIS CMHA EQUIPMENT MANAGER 98 SHADE ST. CAMBRIDGE, ON N1R 5V5 CANADA	2016 Uniform Service Agreement Dated 04/01/2016	\$0.00
Bauer Hockey, Inc.	CAMPISI, SANDRA ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 11/25/2015	\$0.00
Bauer Hockey Corp.	CANADA COWBOYS EUROPEAN TOUR 200-1660 PASQUA ST REGINA, SK S4T 1A7 CANADA	Product and Supply Agreement Dated 03/01/2013	\$0.00
Bauer Hockey Corp.	CANADIAN HOCKEY ASSOCIATION 2424 UNIVERSITY DRIVE N.W. CALGARY, AB T2N 3Y9 CANADA	International Marketing Partner Sponsorship Agreement Dated 07/01/2010	\$0.00
Bauer Hockey Corp.	CANADIAN HOCKEY LEAGUE 305 MILNER AVENUE, SUITE 201 TORONTO, ON M1B 3V4 CANADA	Hockey Equipment Supply and Sponsorship Agreement Dated 06/01/2016 plus Amendments	\$0.00
Bauer Hockey Corp.	CANADIAN STANDARDS ASSOCIATION O/A CSA INTERNATIONAL 178 REXDALE BOULEVARD TORONTO, ON M9W 1R3 CANADA	Product Service Agreement Dated 11/18/2008	\$0.00
Bauer Hockey Corp.	CANADIAN TIRE CORPORATION 2180 YONGE STREET TORONTO, ON M4S 2B9 CANADA	Purchase Agreement Dated 07/30/2015	\$0.00
Bauer Hockey, Inc.	CAPGEMINI US LLC 45 BARLETT STREET ATTN JAMES FEENEY MARLBOROUGH, MA 01752	Amendment No. 3 Dated 09/29/2014 plus Amendments	\$148,020.98
Bauer Hockey, Inc.	CAPGEMINI US LLC 45 BARLETT STREET ATTN JAMES FEENEY MARLBOROUGH, MA 01752	Master Service Agreement Dated 09/29/2008 plus Amendments	
Bauer Hockey, Inc.	CAPGEMINI US LLC 45 BARLETT STREET ATTN JAMES FEENEY MARLBOROUGH, MA 01752	Statement of Work, IT Services and Lease Dated 09/01/2016 plus Amendments	
Bauer Hockey, Inc.	CAPGEMINI U.S. LLC 45 BARTLETT STREET MARLBOROUGH, MA 01752	Co-Location Provider Consent And Waiver Dated 09/25/2013	
Performance Lacrosse Group Inc.	CARCATERRA, PAUL ADDRESS ON FILE	Employment Agreement Dated 07/07/2012	\$0.00
Easton Baseball / Softball Inc.	CARDINALS SPORTS CENTER 6524 SLIDE RD. LUBBOCK, TX 79424	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	CARON, JORDAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	CASCADES AAA DE BOIS-FRANCS CLERMONT NOLET, PRESIDENT 47 RANG MATHIEU VICTORIAVILLE, QC G6R 0X4 CANADA	Product and Supply Agreement Dated 03/06/2014	\$0.00
Bauer Hockey, Inc.	CASHMAN, KENNETH ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/05/2013	\$0.00
Bauer Hockey, Inc.	CATHAY REAL ESTATE DEVELOPMENT CO., LTD. ATTN: GENERAL MANAGER 2F, NO. 218 TUN-HWA SOUTH ROAD SEC. 2 UNIFORM NO.: 03374306 TAIPEI, TAIWAN	Lease Agreement Dated 05/16/2013	\$0.00
Bauer Hockey, Inc.	CDB MECHANICAL 134 HALL STREET G-1 CONCORD, NH 03301	Quality Assurance Coverage Dated 02/05/2016	\$0.00
Easton Baseball / Softball Inc.	CEN-TEX SPORTING GOODS LLC 10435 BURNET RD STE 100 AUSTIN, TX 78758	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	CENTRE EXCELLENCE HOCKEY MATTHIEU THIBODEAU 655 BLVD. PIERRE-BERTRAND QUEBEC, QC G1M 2E4 CANADA	2016 Uniform Service Agreement Dated 04/12/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	CENTURY SPORTS, INC 115 E MCMURRAY ROAD MCMURRAY, PA 15317	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	CG SPORTS, INC 80 GOLDEN HEATHER CHAPEL HILL, NC 27517	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	CHALIFOUX, STEPHAN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 02/23/2009	\$0.00
Bauer Hockey Corp.	CHAMBERT, MARTIN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/03/2016	\$0.00
Bauer Hockey Corp.	CHAMPAGNE, GAETAN ADDRESS ON FILE	Non-Compete Agreement Dated 08/26/2004	\$0.00
Performance Lacrosse Group Inc.	CHANENCHUCK, MIKE ADDRESS ON FILE	Athlete Agreement Dated 06/11/2014	\$416.67
Easton Baseball / Softball Inc.	CHARLESTON SOUTHERN UNIVERSITY ATTN: SHANE WINKLER 9200 UNIVERSITY BLVD. CHARLESTON, SC 29423	Sponsorship Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	CHARLESTON SOUTHERN UNIVERSITY ATTN: SHANE WINKLER 9200 UNIVERSITY BLVD. CHARLESTON, SC 29423	Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	CHERRY, BRIANNA ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
BPS Diamond Sports Inc.	CHERRY, BRIANNA ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
Easton Baseball / Softball Inc.	CHIPPEWA VALLEY SPORTING GOODS (BLANK) 1315 S. HASTINGS WAY EAU CLAIRE, WI 54701	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	CHMELIK, MICHAEL ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 03/17/2015	\$0.00
Bauer Hockey, Inc.	CHUA, AUGUSTUS ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 06/21/2016	\$0.00
Easton Baseball / Softball Inc.	CINTAS CORPORATION PO BOX 631025 CINCINNATI, OH 45263-1025	ReviveR View Service Agreement Dated 07/29/2016	\$6,347.42
Bauer Hockey, Inc.	CITIZENS BUSINESS CAPITAL 28 STATE STREET BOSTON, MA 02109	Subordination Agreement Dated 07/18/2016	\$0.00
Easton Baseball / Softball Inc.	CLARK, TRAVIS ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	CLARKSON UNIVERSITY DEPARTMENT OF ATHLETICS ALUMNI GYM PO BOX 5830 POTSDAM , NY 13699	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Performance Lacrosse Group Inc.	CLASS, DEEMER ADDRESS ON FILE	Athlete Agreement Dated 06/15/2016	\$0.00
Easton Baseball / Softball Inc.	CMM, INC DBA PLAY IT AGAIN SPORTS 1270 BOWER PARKWAY, SUITE C-8 COLUMBIA, SC 29212	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	COACHES CORNER LLC 1206 N HWY 81 STE DUNCAN, OK 74533	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	COACHES CORNER LLC 1206 N HWY 81 SUITE 3 DUNCAN , OK 73533	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	COASTAL CAROLINA UNIVERSITY ATTN: GARY GILMORE 100 CHANTICLEER DR E CONWAY, SC 29528	Sponsorship Agreement Dated 01/01/2017	\$0.00
Bauer Hockey, Inc.	COCONA INC. ATTN: DUNCAN EDWARDS, GENERAL COUNSEL 5480 VALMONT ROAD SUITE 300 BOULDER , CO 80301	License and Supply Agreement Dated 09/02/2015	\$24,270.00
Bauer Hockey Corp.	COCONA, INC. ATTENTION: JEFF BOWMAN 2100 PEARL STREET BOULDER, CO 80302	Common Stock Purchase Agreement Dated 09/02/2015	
Bauer Hockey Corp.	COLD LAKE MINOR HOCKEY COLD LAKE BUSINESS CENTRE UNIT #207 4910-50TH AVENUE 2ND FLOOR COLD LAKE SOUTH, AB T9M 0G1 CANADA	Product and Supply Agreement Dated 07/04/2014	\$0.00
Bauer Hockey, Inc.	COLGATE UNIVERISTY DEPARTMENT OF ATHLETICS 13 OAK DRIVE HAMILTON , NY 13346	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Performance Lacrosse Group Inc.	COLGATE UNIVERSITY 13 OAK DRIVE HAMILTON, NY 13346	University Sponsorship Agreement Dated 06/01/2014	\$0.00
Bauer Hockey, Inc.	COLISEE DE LAVAL 9094-8498 QUEBEC INC. 1110 DESNOYERS LAVAL, QUEBEC, H7C-1Y5 CANADA	Service Contract - Colisee de Laval Dated 09/26/2016	\$0.00
Bauer Hockey, Inc.	COLLEG OF HOLLY CROSS DEPARTMENT OF ATHLETICS DEPARTMENT ONE COLLEGE STREET WORCESTER, MA 01610	Product Supply and Sponsorship Agreement Dated 05/01/2015	\$0.00
Bauer Hockey Corp.	COLLEGE LAFLECHE KEVIN DESROCHERS HOCKEY PROGRAM COORDINATOR 1687 BOULEVARD DU CARMEL TROIS-RIVIERES, QC G8Z 3R8 CANADA	Product and Supply Agreement Dated 05/14/2015	\$0.00
Bauer Hockey Corp.	COLLEGE LIONEL-GROULX SIMON TREMBLAY 100 RUE DUQUET SAINT-THERESE, QC J7E 3G6 CANADA	2016 Uniform Service Agreement Dated 03/01/2016	\$0.00
Performance Lacrosse Group Inc.	COLLEGE OF THE HOLY CROSS ATTN: JIM MORRISSEY DEPARTMENT OF ATHLETICS WORCESTER, MA 01910	Sponsorship Program Dated 06/01/2013	\$0.00
Bauer Hockey, Inc.	COLORADO COLLEGE DEPARTMENT OF ATHLETICS 14 EAST CACHE LA POUDE STREET COLORADO SPRINGS, CO 80903	Product Supply and Sponsorship Agreement Dated 01/19/2016 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	COLVILLE, NICHOLAS ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	COMFORT SYSTEMS USA, INC. 2035 MILESTONE DRIVE SALT LAKE CITY, UT 84104	HVAC Planned Maintenance Agreement Dated 02/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	COMFORT SYSTEMS USA, INC. 2035 SOUTH MILESTONE DRIVE SALT LAKE CITY, UT 84104	HVAC Maintenance Agreement Dated 02/01/2016	\$0.00
Easton Baseball / Softball Inc.	COMMISSION JUNCTION, INC. 530 EAST MOTECITO STREET SANTA BARBARA, CA 93103	Agency Authorization Agreement Dated 02/09/2012	\$0.00
Easton Baseball / Softball Inc.	COMPASS ATHLETIC DBA AD STARR 61 S. 4TH ST PITTSBURGH, PA 15219	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	COMPASS GROUP USA, INC. CANTEEN VENDING SERVICES 5000 HOPYARD ROAD SUITE 322 ATTN: CHRIS HULICK, DIVISION PRESIDENT PLEASNTON, CA 94588	Vending Agreement Dated 12/19/2014	\$0.00
Bauer Hockey Corp.	CONCEPTION GENIK INC. 715 RUE NOBEL BUREAU 108 ST JEROME, QUEBECK, J7Z 7A3 CANADA	Development Agreement Dated 03/19/2014	\$3,459.37
Performance Sports Group Ltd.	CONCUR TECHNOLOGIES, INC. 601 108TH AVENUE NE SUITE 1000 BELLEVUE, WA 98004	Sales Order Form Concur Professional Edition Dated 01/26/2016	\$0.00
Performance Sports Group Ltd.	CONCUR TECHNOLOGIES, INC. 601 108TH AVENUE NE SUITE 1000 BELLEVUE, WA 98004	Sales Order Form Concur Professional Edition Dated 09/04/2015	\$0.00
Bauer Hockey, Inc.	CONDON, MIKE ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	COOPER, DONALD ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/09/2016	\$0.00
Bauer Hockey, Inc.	COPENHAVER, STACEY ADDRESS ON FILE	Confidentiality, Non-competition and Non-solicitation agreement Dated 10/15/2012	\$0.00
Bauer Hockey, Inc.	COPP, ANDREW ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	CORBEIL, JEAN-FRANCOIS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/23/2014	\$0.00
Easton Baseball / Softball Inc.	CORE SOFTBALL SALES LLC 219 WEST NORTHAMPTON STREET BATH, PA 18014	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	CORNELL UNIVERSITY DEPARTMENT OF ATHLETICS TEAGLE HALL CAMPUS ROAD ITHACA, NY 14853	Product Supply and Sponsorship Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	CORRA TECHNOLOGY INC. 363 BLOOMFIELD AVENUE SUITE 3C MONTCLAIR, NJ 07042	Work Order - MSA Dated 07/13/2015	\$0.00
Easton Baseball / Softball Inc.	CORRA TECHNOLOGY INC. SEVEN NORTH WILLOW STREET SUITE 8A MONTCLAIR, NJ 07042	Master Services Agreement Dated 11/07/2012	\$0.00
Easton Baseball / Softball Inc.	CORRA TECHNOLOGY, INC. 7 NORTH WILLOW STREET SUITE 8A MONTCLAIR, NJ 07042	Master Services Agreement Dated 10/07/2012	\$0.00
Easton Baseball / Softball Inc.	CORRA TECHNOLOGY, INC. 363 BLOOMFIELD AVENUE SUITE 3C MONTCLAIR, NJ 07042	Master Services Agreement Dated 10/26/2015 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	CORRIGAN SPORTS ENTERPRISES, INC. 6725 SANTA BARBARA CT SUITE 114 ELKRIDGE, MD 21075	Sponsorship Agreement Dated 01/09/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	CORTINA INTERNATIONAL CORP. SUITE 901 9TH FLOOR 131 SUNG CHIANG ROAD TAIPEI, TAIWAN	Agreement for the Purchase of Specified Product Dated 08/12/2002	\$0.00
Bauer Hockey, Inc.	CORTINA INTERNATIONAL CORP. SUITE 901 9TH FLOOR 131 SUNG CHIANG ROAD TAIPEI, TAIWAN	Agreement for the Purchase of Specified Product Dated 08/12/2002	\$0.00
Bauer Hockey Corp.	CORTINA SIAM SPORTS CO. LTD. 88 MOO 2 T. BAN MAI A MUANG CHACHOENGSAO 2400 BANGKOK, THAILAND	Agreement for the Purchase of Specified Product Dated 09/26/2002	\$0.00
Bauer Hockey, Inc.	CORTINA SIAM SPORTS CO. LTD. 88 MOO 2 T. BAN MAI A MUANG CHACHOENGSAO 2400 BANGKOK, THAILAND	Agreement for the Purchase of Specified Product Dated 09/26/2002	\$0.00
Bauer Hockey Corp.	COSMO SNF CO., LTD. 3F COSMO BUILDING 1534-5 SEOCHODONG SEOCHOKU SEOUL, KOREA, REPUBLIC OF	Second Amendment to Marketing and Distribution Agreement Dated 01/04/2010	\$0.00
Bauer Hockey Corp.	COVO, KEN ADDRESS ON FILE	Letter of Termination Dated 08/02/2016	\$0.00
Easton Baseball / Softball Inc.	CRC CONSTRUCTION 7011 SOUTH 700 WEST MIDVALE, UT 84047	Service Estimate Dated 03/01/2016	\$0.00
Easton Baseball / Softball Inc.	CRC CONSTRUCTION, INC. 7011 SOUTH 700 WEST MIDVALE, UT 84047	CRC Construction Contract Dated 03/01/2016	\$0.00
Easton Baseball / Softball Inc.	CREATIVE CIRCLE 5900 WILSHIRE BLVD. 11TH FLOOR LOS ANGELES, CA 90036	Addendum to Creative Circle Temporary and Full-Time Employment Agreement Dated 01/14/2015	\$16,822.50
Bauer Hockey Corp.	CREGAN, NICHOLAS ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 01/27/2016	\$0.00
Easton Baseball / Softball Inc.	CRITEO SA 32 RUE BLANCHE PARIS, 75009 FRANCE	Universal Insertion Order	\$0.00
Bauer Hockey, Inc.	CROWELL, BETH ADDRESS ON FILE	Covenant Not to Compete and Non-Disclosure Agreement Dated 09/14/2009	\$0.00
Easton Baseball / Softball Inc.	CUTILLET, MARC ADDRESS ON FILE	Independent Sales Representative Agreement Dated 04/17/2014	\$0.00
Bauer Hockey, Inc.	CYBERSOURCE CORP PO BOX 742842 LOS ANGELES, CA 90074-2842	Amendment to Payment Solutions Agreement Dated 03/31/2016	\$0.00
Bauer Hockey, Inc.	DACHSTEINER, PAUL ADDRESS ON FILE	Amended Employment Agreement	\$0.00
Bauer Hockey Corp.	DAISHO BUSSAN CO., LTD ATTN: TOYOFUMI YOSHIDA SUNSHINE BLDG 5-31-10 SHIBA MINATO-KU, TOKYO, 108-0014 JAPAN	Marketing and Distribution Agreement and First Amendment Dated 01/01/2006 plus Amendments	\$0.00
Bauer Hockey Corp.	DANEAU, MARC-ANDRE HEBERT ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 02/22/2016	\$0.00
Bauer Hockey, Inc.	DANIS, PIERRO ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 09/19/2005	\$0.00
Easton Baseball / Softball Inc.	DARBY, JAMES ADDRESS ON FILE	Letter of Termination Dated 08/26/2016	\$0.00
Bauer Hockey, Inc.	DARNELL, SHANE ADDRESS ON FILE	Confidentiality, Non-Competition, and Non-Solicitation Agreement Dated 09/13/2012	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Lacrosse Group Inc.	DARTMOUTH COLLEGE ATTN: BRENDAN CALLAHAN 6083 ALUMNI GYM HANOVER, NH 03755	College Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	DARTMOUTH COLLEGE DEPARTMENT OF ATHLETICS DEPARTMENT DARTMOUTH MEN'S HOCKEY OFFICE 6083 ALUMNI GYM HANOVER, NH 03755	Product Supply and Sponsorship Agreement Dated 05/15/2014	\$0.00
Bauer Hockey Corp.	DAUB, DAVE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/26/2015	\$0.00
Easton Baseball / Softball Inc.	DAVID BOWEN SPORTING GOODS 5800 NORTH W STREET SUITE 1 PENSACOLA, FL 32505	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	DAVIDSON, JOHN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 06/25/2016	\$0.00
Bauer Hockey Corp.	DC DELTA SPORT LLC 24 LESI UKRAINKI AV KIEV, UKRAINE	Marketing and Distribution Agreement Dated 01/25/2010 plus Amendments	\$0.00
Bauer Hockey, Inc.	DEAN, ALLAN ADDRESS ON FILE	Covenant Not to Compete and Non-Disclosure Agreement Dated 06/20/2011	\$0.00
Bauer Hockey, Inc.	DEKEYSER, DANNY ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	DEKEYSER, DANNY ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	DEMORE, TRENT ADDRESS ON FILE	Independent Sales Representative Agreement Dated 05/02/2015	\$0.00
Performance Lacrosse Group Inc.	DEMOREST, RYAN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/28/2012	\$0.00
Easton Baseball / Softball Corp.	DEPORTES JIMMY S.A. CENTRO DEPORTIVO VIA ESPANA #14 APDO. 579, ZONA 1 PANAMA, PANAMA	International Distributor Agreement Dated 12/01/2004	\$0.00
Easton Baseball / Softball Inc.	DEPORTES JIMMY S.A. CENTRO DEPORTIVO VIA ESPANA #14 APDO. 579, ZONA 1 PANAMA, PANAMA	International Distributor Agreement Dated 12/01/2004	\$0.00
Easton Baseball / Softball Corp.	DEPORTES JIMMY, S.A. VIA ESPANA #14 APDO. 579, ZONA 1 PANAMA, PANAMA	License Agreement Dated 12/01/2004	\$0.00
Easton Baseball / Softball Inc.	DEPORTES JIMMY, S.A. VIA ESPANA #14 APDO. 579, ZONA 1 PANAMA, PANAMA	License Agreement Dated 12/01/2004	\$0.00
Bauer Hockey Corp.	DESCHENES, CANDIDE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 11/30/2015	\$0.00
Bauer Hockey, Inc.	DESJARDINS, CRAIG ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/17/2016	\$0.00
Bauer Hockey Corp.	DESROCHERS, CHARLES-ANTOINE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 08/27/2015	\$0.00
Easton Baseball / Softball Inc.	DICK'S SPORTING GOODS 345 COURT STREET CORAOPOLIS, PA 15108	Domestic Vendor Agreement - Dick's Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	DICK'S SPORTING GOODS 345 COURT STREET CORAOPOLIS, PA 15108	Vendor Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	DICK'S SPORTING GOODS ATTN: ASHLEY BEZILLA 345 COURT STREET CORAOPOLIS, PA 15108	Indemnification Letter Dated 08/27/2015	\$0.00
Easton Baseball / Softball Inc.	DILLARD SPORTING GOODS 708 WHITEHALL ROAD ANDERSON, SC 29625	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	DIRECT HIRE ASSOCIATES LLC 15250 VENTURA BLVD. SUITE 1111 SHERMAN OAKS, CA 91403	Easton Recruiter Agreement Dated 01/23/2015	\$0.00
Easton Baseball / Softball Inc.	DIRECT SPORTS, INC. 1720 CURVE RD. PEARISBURG, VA 24134	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	DIRECTTV LLC 2260 EAST IMPERIAL HIGHWAY EL SEGUNDO, CA 90245	Direct TV Lease Agreement Dated 09/05/2016	\$128.60
Easton Baseball / Softball Inc.	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	License Agreement Dated 11/18/2013 plus Amendments	\$0.00
Bauer Hockey, Inc.	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA STREET BURBANK, CA 91521	First Amendment to Standard Terms and Conditions Agreement Dated 05/21/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	DISNEY CONSUMER PRODUCTS, INC. ATTN: MANAGER, CONTRACT SERVICES 500 S. BUENA VISTA STREET BURBANK, CA 91521	Schedule to License Agreement Between Disney Consumer Products, Inc. and Bauer Hockey, Inc. Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	DIXIE YOUTH BASEBALL INC. ATTN: MR. WES SKELTON P.O. BOX 877 MARSHALL, TX 75671	Licensing Agreement Dated 1/1/2009	\$4,076.09
Easton Baseball / Softball Inc.	DLB SPORTS, INC DBA ELIZABETHTOWN SPORTING GOODS 59 COLLEGE AVE. ELIZABETHTOWN, PA 17022	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	DOLABSON, CARYL ADDRESS ON FILE	Separation & Release Letter Agreement Dated 07/22/2016	\$0.00
Bauer Hockey, Inc.	DOLAN, MICHAEL ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/05/2011	\$0.00
Bauer Hockey, Inc.	DON WILSON BUILDERS P.O. BOX 3188 TORRANCE , CA 90510-3188	Fourth Amendment to Lease Dated 12/01/2015 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	DOWLING, CHRISTIN ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	DSV GROUP, INC. D.B.A. EXTRA INNINGS-LAS VEGAS 7200 S MONTESSOURI ST. SUITE 190 LAS VEGAS, NV 89113	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	DUBNYK, DEVAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	DUBOIS, SEBASTIEN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/10/2011	\$0.00
Bauer Hockey Corp.	DUCHARME, MATHIEU ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 04/07/2016	\$0.00
Easton Baseball / Softball Inc.	DUGOUT MEDIA 735 W MAIN ST MOREHEAD, KY 40351	Baseball Youth Experience Sponsorship Overview Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	DUGOUT SPORTS, LP 26302 I-45 NORTH SPRING, TX 77386	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	DUMONTS SPORTING GOODS, INC 1003 MCKINLEY AVE. NW CANTON , OH 44703	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	DUNHAM'S SPORTS 5607 NEW KING DRIVE SUITE #125 TROY, MI 48098	Over and Above Agreement Dated 08/25/2015	\$0.00
Easton Baseball / Softball Inc.	DUNN, JR, EMORY E. 'PETE' ADDRESS ON FILE	Coach Agreement Dated 01/01/2012	\$0.00
Bauer Hockey, Inc.	DURAN, ANDREA ADDRESS ON FILE	Endorsement Agreement Dated 01/30/2016	\$0.00
BPS Diamond Sports Inc.	DURAN, ANDREA ADDRESS ON FILE	Endorsement Agreement Dated 01/30/2016	\$0.00
Easton Baseball / Softball Inc.	DUREN JR, JAMES ADDRESS ON FILE	Separation & Release Letter Agreement Dated 07/22/2016	\$0.00
Bauer Hockey Corp.	DUROCHER, JACQUES ADDRESS ON FILE	Non-Compete Agreement Dated 06/18/2002	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	E.I. DU PONT DE NEMOURS AND COMPANY ATTN: LYNNE CHAPPEL, DUPONT BRAND LICENSING MANAGER DUPONT CONSUMER PRODUCTS AND LICENSING CHESTNUT RUN PLAZA 721-1220 4417 LANCASTER PIKE WILMINGTON, DE 19805	Trademark and Patent License Agreement- DuPont Dated 01/13/2010 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	EARL BOYKIN SPORTS, INC 2081-3K N. WARD BOULEVARD WILSON, NC 27896	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	EASLEY BASEBALL LLC DBA D-BAT PEORIA 8716 W LUDLOW DRIVE SUITE 17 PEORIA, AZ 85381	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	EAST CAROLINA UNIVERSITY INTERCOLLEGIATE ATHLETICS ATTN LEE WORKMAN ASSOCIATE ATHLETICS DIRECTOR FOR ADMINISTRATION 270 WARD SPORTS MEDICINE BUILDING GREENVILLE, NC 27858	Sponsorship Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	EAST GADSDEN SPORTING GOODS 110 COLLEGE PLAZA GADSDEN, AL 35903	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	EASTERN HOCKEY LEAGUE NORTHERN CYCLONES ATTENTION: WESLEY DOLLOPP, DIRECTOR CYCLONES ARENA 20 CONSTITUTION DR. HUDSON, NH 03051	Team Program Contract Dated 08/18/2014	\$0.00
Easton Baseball / Softball Inc.	EASTON TECHNICAL PRODUCTS, INC. 5040 HAROLD GATTY DR. ATTN: GREG J. EASTON SALT LAKE CITY, UT 84116	License Agreement Dated 02/01/2006	\$0.00
Easton Baseball / Softball Corp.	EASTON- BELL SPORTS, INC. 7855 HASKELL AVENUE SUITE 200 ATTENTION: MARK TRIPP VAN NUYS, CA 91406	License Agreement Dated 02/13/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	EASTON- BELL SPORTS, INC. 7855 HASKELL AVENUE SUITE 200 ATTENTION: MARK TRIPP VAN NUYS, CA 91406	License Agreement Dated 02/13/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE. SUITE 200 VAN NUYS, CA 91406	Lease & Amendments Dated 05/01/2000	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE SUITE 202 ATTN: JAMES EASTON VAN NUYS, CA 91406	Name License Agreement Dated 12/03/2005	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE. SUITE 200 VAN NUYS, CA 91406	Lease & Amendments Dated 03/15/2002	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE. SUITE 200 VAN NUYS, 91406	Lease & Amendments Dated 01/01/1997	\$0.00
Easton Baseball / Softball Inc.	EASTON DEVELOPMENT INC. 7855 HASKELL AVE. SUITE 200 VAN NUYS, CA 91406	Lease & Amendments Dated 01/18/2008	\$0.00
Easton Baseball / Softball Inc.	EASTON TECHNICAL PRODUCTS, INC. 5040 HAROLD GATTY DR. ATTENTION: GREG J. EASTON SALT LAKE CITY, UT 84116	License Agreement Dated 03/16/2016	\$0.00
Easton Baseball / Softball Inc.	EBRIDGE SOFTWARE INC. 777 WALKERS LINE BURLINGTON, ON L7N 2G1 CANADA	eBRIDGE Master Subscription Agreement	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	EBRIDGE SOFTWARE, INC. 777 WALKERS LINE BURLINGTON, ON L7N 2G1 CANADA	eBRIDGE Master Subscription Agreement Dated 03/11/2015	\$0.00
Easton Baseball / Softball Inc.	EBRIDGE SOFTWARE, INC. 777 WALKERS LINE BURLINGTON, ON L7N 2G1 CANADA	eBRIDGE Professional Services Agreement	\$0.00
Bauer Hockey Corp.	ECOLE SECONDAIRE EDOUARD MONTPETIT RONALD TRUDEL 6200 AVE. PIERRE DE COUBERTIN MONTREAL, QC H1N 1S4 CANADA	2016 Uniform Service Agreement Dated 05/01/2016	\$0.00
Bauer Hockey, Inc.	EDDIE BAUER, INC 15010 NORTHEAST 36TH STREET REDMOND, WA 98052	Settlement Agreement Dated 12/18/1979	\$0.00
Bauer Hockey, Inc.	EICHEL, JACK ADDRESS ON FILE	Consulting Agreement Dated 08/01/2015	\$0.00
Bauer Hockey, Inc.	EICHEL, JACK ADDRESS ON FILE	Endorsement Agreement Dated 08/01/2015	\$0.00
Bauer Hockey, Inc.	EKBLAD, AARON ADDRESS ON FILE	Endorsement Agreement Dated 07/01/2014	\$0.00
Easton Baseball / Softball Inc.	ELAN POLO INC. 1699 S. HANLEY ROAD ATTN: MR. HOWARD SOROFMAN ST. LOUIS, MO 63144	Amended License Agreement Dated 06/01/1996	\$0.00
Easton Baseball / Softball Inc.	ELITE BASEBALL & SOFTBALL, INC 5930 CLYDE PARK AVE SW WYOMING, MI 49509	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ELITE SPORTS GROUP CALGARY JR. HITMENT/NSD HOCKEY ATTENTION: KIP REGHENAS, SENIOR VP 918 DAILEY MILL RD. MCDONOUGH, GA 30253	Team Program Contract Dated 12/22/2014	\$0.00
Bauer Hockey, Inc.	ELLSWORTH, TIMOTHY ADDRESS ON FILE	Amended Employment Agreement Dated 06/13/2012	\$0.00
Bauer Hockey Corp.	ELMIRA SUGAR KINDS HOCKEY CLUB KEITH STEWART DIRECTOR OF HOCKEY OPERATIONS 700 CHAMPLAIN BLVD. #5 CAMBRIDGE, ON N1R 8K1 CANADA	Product and Supply Agreement Dated 04/03/2014	\$0.00
Easton Baseball / Softball Inc.	ELWOOD STAFFING SERVICES, INC P.O. BOX 1024 COLUMBUS, IN 47202	Client Agreement Dated 02/08/2016	\$19,480.23
Easton Baseball / Softball Inc.	ELWOOD STAFFING SERVICES, INC P.O. BOX 1024 COLUMBUS, IN 47202	Easton Recruiter Agreement Dated 02/08/2016	
Bauer Hockey, Inc.	EMC CORPORATION 176 SOUTH STREET HOPKINTON, MA 01748	Master Lease Agreement No. 13838 Dated 04/04/2007	\$0.00
Easton Baseball / Softball Inc.	ENGAGE, INC. D.B.A. PLAY IT AGAIN SPORTS 6011 E MAIN ST. COLUMBUS, OH 43213	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	ENGLISH, PAUL ADDRESS ON FILE	Employment Agreement Dated 01/11/2016	\$0.00
Bauer Hockey, Inc.	ENO, JAMES ADDRESS ON FILE	Amended Employment Agreement Dated 03/09/2011	\$0.00
Bauer Hockey, Inc.	EPICOR RETAIL SOLUTIONS CORPORATION 2800 TRANS-CANADA HIGHWAY POINTE CLAIRE, QC H9R 1B1 CANADA	Software and IT Services Agreement Dated 08/31/2014	\$0.00
Bauer Hockey Corp.	ERIN-HILLBURGH MINOR HOCKEY ASSOCIATION LIZA HOWES, EQUIPMENT DIRECTOR 14 BOLAND DR. ERIN, ON N0B 1T0 CANADA	Product and Supply Agreement Dated 10/27/2014	\$0.00
Bauer Hockey, Inc.	ESPOSITO, MARY-KAY ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/29/2016	\$0.00
Easton Baseball / Softball Inc.	ETHIER, ANDRE ADDRESS ON FILE	Athlete Endorsement Agreement Dated 01/01/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Sports Group Ltd.	EVERGREEN LINE 9TH FLOOR, 166 SEC. 2 MINSHENG E. ROAD TAIPEI, 00104 TAIWAN	Shipping Agreement Dated 05/01/2016	\$0.00
Bauer Hockey Corp.	EVOLUTECH 9271-8469 QUEBEC INC 655 PIERRE BERTRAND QUEBEC, QC G1M 3B4 CANADA	2016 Uniform Service Agreement Dated 04/12/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	EVOLVE 340 SOUTH MAIN STREET CLAWSON , MI 48017	Evolve Indemnity Agreement Dated 08/28/2015	\$0.00
Easton Baseball / Softball Inc.	EXECUTIVE PRESIDENT FOR FINANCE AND ADMINISTRATION UNIVERSITY OF KENTUCKY 107 MAIN BUILDING LEXINGTON , KY 40506	Sponsorship Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	FACTORY ATHLETICS, INC. 9212 BERGER ROAD SUITE 200 VAN NUYS, CA 91406	Services Agreement Dated 05/26/2016	\$0.00
Performance Lacrosse Group Inc.	FAIRFIELD UNIVERSITY ATTN: ANDREW COPELAN 1073 NORTH BENSON ROAD FAIRFIELD, CT 06824	University Sponsorship Agreement Dated 06/01/2014	\$0.00
Bauer Hockey, Inc.	FALCONE, JOHN ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 06/10/2016	\$0.00
Performance Lacrosse Group Inc.	FALLON, TIM ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 08/25/2015	\$0.00
Bauer Hockey Corp.	FARLEY, NATHALIE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/01/2011	\$0.00
Easton Baseball / Softball Inc.	FARRIER SPORTING GOODS 85 CRESENT AVE. WYCKOFF, NJ 07481	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	FARRIER SPORTING GOODS, INC. 85 CRESCENT AVE. WYCKOFF, NJ 07481	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	FEDERAL EXPRESS CORPORATION 942 SOUTH SHADY GROVE RD MEMPHIS, TN 38120	Pricing Agreement Amendment Dated 12/22/2014	\$0.00
Easton Baseball / Softball Inc.	FEDEX TRADE NETWORKS TRANSPORT & BROKERAGE, INC. PO BOX 842206 BOSTON, MA 02284-2206	Customer Pricing Agreement Dated 05/08/2015	\$0.00
Bauer Hockey, Inc.	FENG TAY ENTERPRISES CO., LTD. ATTN: KEVIN WANG, GENERAL MANAGER 52, KEGONG 8TH ROAD DOULIU CITY,VUNLIN COUNTY 640 TAIWAN	Indemnification Letter Dated 08/15/2013	\$0.00
Bauer Hockey, Inc.	FERRIS STATE UNIVERSITY DEPARTMENT OF ATHLETICS 210 SPORTS DRIVE BIG RAPIDS , MI 49307	Product Supply and Sponsorship Agreement Dated 06/01/2014	\$0.00
Bauer Hockey Corp.	FGL SPORTS ATTN: KRISTI D. LALACH VP LEGAL AND COMPLIANCE 824 41ST AVENUE NE CALGARY, AB T2E 3R3 CANADA	Vendor Agreement Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	FGL SPORTS LTD. 824 41ST AVE. NE CALGARY, AB T2E 3R3 CANADA	Indemnification Letter Dated 04/15/2013	\$0.00
Bauer Hockey, Inc.	FICEK, COREY-JOE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 03/04/2016	\$0.00
Bauer Hockey Corp.	FILLION, YANN ADDRESS ON FILE	Le Present Document Constitue une entente de non- concurrence, de non-sollicitaton et de confidentialite	\$0.00
Bauer Hockey, Inc.	FILOCAMO, SHELLEY ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/21/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	FINN, MATT ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	FIRST INSURANCE FUNDING OF CANADA 20 TORONTO ST. SUITE 700 TORONTO, ONTARIO, M5C 2B8 CANADA	Commercial Premium Finance Agreement Dated 07/01/2016	\$0.00
Easton Baseball / Softball Inc.	FIRST TEAM SPORTS CENTER OF THE CAROLINAS, INC 2520 WADE HAMPTON BLVD GREENVILLE, SC 29615	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
BPS Diamond Sports Corp.	FITZGERALD, STEPHEN ADDRESS ON FILE	Severance Agreement Dated 09/30/2016	\$0.00
BPS Diamond Sports Corp.	FITZGERALD, STEPHEN ADDRESS ON FILE	Exhibit to Employment Agreement: Release of Claims Dated 05/01/2013	\$0.00
Easton Baseball / Softball Inc.	FIVE CITIES SPORTS, INC DBA PLAY IT AGAIN SPORTS 4850 HOLLISTER AVENUE SANTA BARBARA, CA 93111	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	FLAG CORPORATION 1660-1 MAGINU, KIYAMAE-KU KAWASAKI CITY, 2160035 JAPAN	Service Agreement Dated 04/01/2015 plus Amendments	\$12,228.39
Bauer Hockey, Inc.	FLOROS, MICHAEL ADDRESS ON FILE	Employment Agreement Dated 06/10/2014	\$0.00
Bauer Hockey, Inc.	FLOROS, MICHAEL ADDRESS ON FILE	Letter of Termination Dated 08/31/2016	\$0.00
Easton Baseball / Softball Inc.	FLUGUM, DEBORAH MANAGER PURCHASING AND CONTRACT ADMINISTRATION CALIFORNIA STATE UNIVERSITY 18111 NORDHOFF STREET NORTHRIDGE, CA 91330	Sponsorship Agreement Dated 01/31/2014	\$0.00
Easton Baseball / Softball Inc.	FOCUSCAMERA, LLC 905 MCDONALD AVENUE BROOKLYN, NY 11230	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	FOLIN, CHRISTIAN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	FOLMAR, RYAN ADDRESS ON FILE	Sponsorship Agreement Dated 01/11/2003	\$0.00
Bauer Hockey, Inc.	FONTAINE, JUSTIN ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	FOOTLOCKER.COM 111 S. 1ST AVE WAUSAU, WI 54401	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	FORD CANADA CP 4600 SUCC AGINCOURT SCARBOROUGH, ONTARIO, M1S 5V2 CANADA	Lease Agreement - Ford Canada Dated 05/21/2015	\$0.00
Bauer Hockey Corp.	FORT SASKATCHEWAN MINOR HOCKEY MARCIE MAZURENKO 10013 - 96 AVE EAST SIDE ENTRANCE JRC ARENA FORT SASKATCHEWAN, AB T8L 1P9 CANADA	Product and Supply Agreement Dated 06/26/2014	\$0.00
Bauer Hockey Corp.	FOURNIER, MARC-ANDRE ADDRESS ON FILE	Non-Compete, Non-Solicitation & Confidentiality Agreement 01/25/2016	\$0.00
Bauer Hockey, Inc.	FOWLER, CAM ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	FRANCIS, CHRISTOPHER ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/24/2015	\$0.00
Bauer Hockey, Inc.	FRAATTIN, MATT ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2014	\$0.00
Performance Lacrosse Group Inc.	FREAM, DAVID ADDRESS ON FILE	Employment Agreement Dated 06/15/2010	\$0.00
Bauer Hockey Corp.	FREER, SPENCER ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 06/27/2016	\$0.00
Bauer Hockey Corp.	FRIKON INDUSTRIES LIMITED ATTN: CHRIS COPELAND 7615 KIMBEL STREET UNITS 10 AND 11 MISSISSAUGA, ON L5L 1A8 CANADA	License Agreement Dated 04/11/2013 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	FRONT ROW SPORTS EXCELLENCE 133 FRONT ST. N. #3 THOROLD, ON L2V 0A3 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Bauer Hockey Corp.	G.N. JOHNSTON EQUIPMENT CO. LTD. 5990 AVEBURY ROAD MISSISSAUGA , ON L5R 3R2 CANADA	Johnston Equipment Lease Agreement Dated 09/04/2014	\$0.00
Bauer Hockey, Inc.	GALCHENYUK, ALEX ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	GALCHENYUK, ALEX ADDRESS ON FILE	Endorsement Agreement Dated 10/02/2015	\$0.00
Performance Lacrosse Group Inc.	GALE, TYLER ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00
Bauer Hockey Corp.	GARDEN CITY MINOR HOCKEY ASSOCIATION ST. CATHERINE'S FALCONS STEVE SECORD, PRESIDENT PO BOX 27025 LAKEPORT POST OFFICE 600 ONTARIO STREET ST. CATHARINES, ON L2N 7P8 CANADA	Product and Supply Agreement Dated 03/12/2015	\$0.00
Easton Baseball / Softball Inc.	GARRETSON'S SPORT CENTER 3817 W. 10TH ST. GREELEY, CO 80634	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	GARRISON, JASON ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	GAUVIN, ANTHONY ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 05/06/2016	\$0.00
Easton Baseball / Softball Inc.	GAYSTON CORP. 721 RICHARD STREET MIAMISBURG, OH 45342	Confidential Disclosure Agreement Dated 02/26/2016	\$0.00
Easton Baseball / Softball Inc.	GEE & BEE SPORTING GOODS, INC. 90 MT AUBURN AVE AUBURN, ME 04210	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	GENERATION CAPITAL LGS LP 17 PRINCE ARTHUR AVE 3RD FLOOR TORONTO , ON M5R 1B2 CANADA	Amended and Restated Partnership Agreement Dated 03/04/2016 plus Amendments	\$0.00
Bauer Hockey Corp.	GENEREUX, MARIE-CLAUDE ADDRESS ON FILE	Non-Compete and Confidentiality Agreement Dated 10/01/2011	\$0.00
Performance Lacrosse Group Inc.	GEORGETOWN UNIVERSITY 37TH AND O STREET MCDONOUGH ARENA WASHINGTON , DC 20057	Product Supply Agreement Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	GESTION RECHERCHE CONSEIL VEZINA & ASSOCIES, INC. 91 CROISSANT DU BELVEDERE SAINT-JOSEPH-DE-LAC, QUEBEC, J0N 1M0 CANADA	Service Agreement Dated 08/08/2016	\$0.00
Bauer Hockey, Inc.	GETTY IMAGES (US), INC. 75 VARICK STREET FIFTH FLOOR NEW YORK, NY 10013	First Amendment to License Agreement Dated 09/12/2016	\$0.00
Bauer Hockey, Inc.	G-FORM, LLC ATTN: DANIEL WYNER CEO 233 RICHMOND AVE PROVIDENCE, RI 02903	Supply, Development, and Co-Branding Agreement Dated 03/22/2013	\$0.00
Easton Baseball / Softball Inc.	GHI MARKETING, INC DBA AIA TEAM SPORTS 873 ROUTE 35 CROSS RIVER, NY 10518	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	GIBSON, PAUL ADDRESS ON FILE	Amended Employment Agreement	\$0.00
Bauer Hockey Corp.	GIGNAC, MARK ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 06/27/2016	\$0.00
Bauer Hockey Corp.	GLASS MOULDERS POTTERY, PLASTIC AND ALLIED WORKERS INT. UNION 6660A MILLCREEK DRIVE MISSISSAUGA, ON L5N 8B3 CANADA	Union Agreement Dated 07/07/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	GLASS MOULDERS POTTERY, PLASTIC AND ALLIED WORKERS INT. UNION 6660A MILLCREEK DRIVE MISSISSAUGA, ON L5N 8B3 CANADA	Union Status - Bauer Hockey Corp.	\$0.00
Easton Baseball / Softball Inc.	GLENDAL FIRE SYSTEMS INC. 6657 SAN FERNANDO ROAD GLENDAL, CA 91201	Service Contract Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	GLOVER LANDSCAPE SERVICES 913 WEST 14600 SOUTH BLUFFDALE, UT 84065	Landscape Services Contract Dated 03/15/2016	\$490.00
Easton Baseball / Softball Inc.	GLOVER LANDSCAPE SERVICES ATTN: SEAN MATZ 913 WEST 14600 SOUTH BLUFFDALE, UT 84065	Landscaping Agreement Dated 03/01/2016 plus Amendments	
Bauer Hockey Corp.	GOAL LINE GOLF AND HOCKEY 1430 GRAND AVE SCHOFIELD, WI 54476	Team Program Contract Dated 07/25/2014	\$0.00
Easton Baseball / Softball Inc.	GODWIN, CLIFF ADDRESS ON FILE	Sponsorship Agreement Dated 08/01/2015	\$0.00
Bauer Hockey Corp.	GOLDER ASSOCIATED LTD. 2390 ARGENTIA ROAD ATTENTION: MANAGING PRINCIPAL MISSISSAUGA, ON L5N 5Z2 CANADA	Sublease Agreement Dated 01/01/2017	\$0.00
Easton Baseball / Softball Inc.	GOLDFISH SOCIAL INC. 1143 JACKSON ST. SAN FRANCISCO, CA 94133	Goldfish Social- Terms and Conditions of use of Services Dated 07/01/2016	\$0.00
Easton Baseball / Softball Inc.	GOODS STORE DIST. 165 EARLOND DRIVE NEW HOLLAND, PA 17557	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	GORGES, JOSH ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	GORMADY, LINDSAY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 05/07/2015	\$0.00
Bauer Hockey, Inc.	GRASSO, ROBERT ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/28/2010	\$0.00
Bauer Hockey, Inc.	GREAT 8, LLC ADDRESS ON FILE	Assignment and Assumption Agreement Dated 12/31/2015	\$0.00
Bauer Hockey, Inc.	GREAT EIGHT INC. c/o STEPHEN SCRENCI, ESQ. 2600 N. MILITARY TRAIL SUITE 410 BOCA RATON, FL 33431	Assignment and Assumption Agreement Dated 12/31/2012	\$0.00
Easton Baseball / Softball Inc.	GREAT LAKES MP, CORP OUTFITTER COUNTRY 540 N. LAPEER ROAD SUITE 378 LAKE ORION , MI 48362	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Corp.	GREG HANSON SALES AGENCY INC. ADDRESS ON FILE	Independent Sales Rep Agreement Dated 04/14/2014 plus Amendments	\$0.00
BPS Diamond Sports Inc.	GRIFFIN, FRANK ADDRESS ON FILE	Separation & Release Letter Agreement Dated 09/30/2016	\$0.00
Bauer Hockey, Inc.	GRIFFITH, SETH ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	GRIMM & CHEN STRUCTURAL ENGINEERING, INC. 17500 REDHILL AVE. IRVINE, CA 92614	Engineering Services Proposal Dated 05/11/2016	\$6,825.00
Easton Baseball / Softball Inc.	GRIZZLY RIVER SPORTS 22 SHELTER ROCK LANE, SUITE 8 DANBURY, CT 06810	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	GROSS, GEORGE ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$0.00
Bauer Hockey, Inc.	GROUP DYNAMIC, INC. 411 U.S. ROUTE ONE FALMOUTH, ME 04105	Administrative Services (DCAP) Agreement Dated 01/01/2016	\$386.50
Performance Sports Group Ltd.	GROUP DYNAMIC, INC. 411 U.S. ROUTE ONE FALMOUTH, ME 04105	Administrative Services Agreement Dated 01/01/2015	
Bauer Hockey Corp.	GUEVARA, OSCAR ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/18/2015	\$0.00
Easton Baseball / Softball Inc.	GULF SOUTH CONFERENCE, INC. 2101 PROVIDENCE PARK HOOVER, AL 35242	Baseball Bat Adoption Agreement Dated 09/27/2011	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	H. MICKEL SPORTS 2106 FORSYTHE AVE MONROE, LA 71201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	HAMILTON, DOUGIE ADDRESS ON FILE	Athlete Endorsement Agreement Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	HANCE, SCOTT ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Bauer Hockey, Inc.	HANIFIN, NOAH ADDRESS ON FILE	Athlete Endorsement Agreement Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	HANSEN, CHRISTOPHER LAWRENCE 2517 BARCLAY ST HENDERSON, NV 89044	Athletic Sponsorship Agreement Dated 01/01/2016	\$0.00
Bauer Hockey, Inc.	HANSON, MICHELLE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 12/02/2015	\$0.00
Bauer Hockey, Inc.	HARTMANN, MICHAEL ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Disclosure Agreement Dated 08/20/2012	\$0.00
Bauer Hockey Corp.	HARVEY, GUILLAUME ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/03/2016	\$0.00
Easton Baseball / Softball Inc.	HAWKSEM 10940 WILSHIRE BLVD. LOS ANGELES, CA 90024	Agreement and Pricing Dated 08/01/2016	\$5,903.23
Bauer Hockey, Inc.	HAYES, JIMMY ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	HAYES, MATTHEW ADDRESS ON FILE	Non-Compete Agreement Dated 10/04/2005	\$0.00
Easton Baseball / Softball Inc.	HEADQUARTERS 4 SPORTS, INC. D.B.A. HQ4SPORTS 1303 NW 12TH STREET, SUITE A LINCOLN CITY, 97367	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	HEALEY, PAUL ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 12/01/2015	\$0.00
Performance Sports Group Ltd.	HEIDRICK & STRUGGLES 233 SOUTH WACKER DRIVE SUITE 4900 CHICAGO, IL 60606	Search Agreement Dated 06/28/2016	\$148.98
Bauer Hockey, Inc.	HEIM, ROBIN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/10/2015	\$0.00
Easton Baseball / Softball Inc.	HENDRIX, BELINDA ADDRESS ON FILE	Sponsorship Program Dated 05/01/2016	\$0.00
Bauer Hockey, Inc.	HENRIK LUNDQVIST PROMOTIONS, LLC ADDRESS ON FILE	Amended and Restated Athlete Endorsement Contract Dated 09/01/2016	\$0.00
Easton Baseball / Softball Inc.	HERBS SPORT SHOP 51 WOOSTER CT BRISTOL, CT 06010	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	HERNANDEZ MARTIZ, RAMON ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 01/04/2016	\$0.00
Easton Baseball / Softball Inc.	HERRICK, JERRY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$46,758.70
Easton Baseball / Softball Inc.	HIGH NOON OUTFITTERS, INC DBA SPORTS FEVER 176 AVENUE U BROOKLYN, NY 11223	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	HIGH POINT UNIVERSITY 833 MONTLIEU AVENUE HIGH POINT, NC 27262	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	HILL ACADEMY HOCKEY PATRICK MERRILL 2600 RITHERFORD RD. 2ND FLOOR VAUGHAN , ON L4K 5R1 CANADA	Exclusive Supply Agreement Dated 06/02/2016	\$0.00
Bauer Hockey, Inc.	HILL, DAN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	HILL, VIRGIL ADDRESS ON FILE	Licensing Agreement - Likeness	\$0.00
Easton Baseball / Softball Corp.	HIRSHMAN AGENCY ADDRESS ON FILE	Independent Sales Rep Agreement Dated 05/15/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	HITTERS CHOICE INDOOR BATTING CAGES 788 N. ARROWHEAD AVE SAN BERNARDINO, CA 92401	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	HITTERS PARADISE 386 HUKU LI'I PLACE KIHAI, HI 96753	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	HOCK SPORTS 233 RACEKTRACK RD. NW FORT WALTON BEACH, FL 32547	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	HOCKEY CANADA ATTN: CHIEF OPERATING OFFICER 2424 UNIVERSITY DRIVE N.W. CALGARY, AB T2N 3Y9 CANADA	Amending Agreement Dated 02/01/2015 plus Amendments	\$7,199.94
Bauer Hockey, Inc.	HOCKEY EAST SPORTS PROPERTIES 591 NORTH AVENUE #2 WAKEFIELD , MA 01880	Sponsorship Agreement Dated 03/18/2017	\$0.00
Bauer Hockey, Inc.	HOCKEY EQUIPMENT CERTIFICATION COUNCIL C/O MARK S. GRANGER, ESQ. GRANGER LEGAL CONSULTING PO BOX 487 1134 US RT. 9 SUITE 4 SCHROON LAKE, NY 12870	Hockey Equipment Certification Council Program License Agreement Dated 10/19/2014 plus Amendments	\$0.00
Bauer Hockey Corp.	HOCKEY EXPERTS ROCKLAND 3106 MATHIEU BELLEAU ROCKLAND CENTRE 2305 CHEMIN ROCKLAND MONT ROYAL, QC H3P 3E9 CANADA	2016 Uniform Service Agreement Dated 05/01/2016	\$0.00
Bauer Hockey Corp.	HOCKEY EXPERTS TROIS-RIVIERES ATTENTION: KEVIN DESROCHERS, PROGRAM COORDINATOR 1687 BOULEVARD DU CARMEL TROIS-RIVIERES, QC G8Z 3R8 CANADA	Team Program Contract Dated 05/14/2015	\$0.00
Bauer Hockey Corp.	HOCKEY LINE DISTRIBUTION 956 ROUTE D'ORSIN SAINT-GERVAIS , 74170 FRANCE	Marketing and Distribution Agreement Dated 01/01/2012 plus Amendments	\$0.00
Bauer Hockey Corp.	HOCKEY MINEUR ROSEMONT PETITE PATRIE H.M.R.P.P. (C.D.J.R.) C.P. 60 SAINT-MICHEL MONTREAL, QC H2A 3L8 CANADA	Team Program Contract Dated 01/28/2015	\$0.00
Bauer Hockey Corp.	HOCKEY NORTHWESTERN ONTARIO TREVOR HOSANNA 107 CUMBERLAND ST. N. THUNDER BAY, ON P7A 4M3 CANADA	2016 Uniform Service Agreement Dated 07/01/2016	\$0.00
Bauer Hockey Corp.	HODGINS, SUSAN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/01/2011	\$0.00
PSG Innovation Corp.	HOEY, THOMAS ADDRESS ON FILE	Independent Contractor Agreement Dated 10/15/2015	\$0.00
Performance Lacrosse Group Inc.	HOFFMEISTER, RYAN ADDRESS ON FILE	Invention and Non-Disclosure Agreement Dated 11/11/2010	\$0.00
Bauer Hockey, Inc.	HOLLAND, PETER ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	HOME RUN PARK, INC. 711 S BEACH BLVD. ANAHEIM, CA 92804	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
BPS Diamond Sports Corp.	HOON/FORSYTHE TECHNOLOGIES, LLC 93 WATER STREET GUILFORD, CT 06437-2863	Consulting Agreement and Know How License plus amendment Dated 07/01/2014	\$0.00
BPS Diamond Sports Inc.	HOON/FORSYTHE TECHNOLOGIES, LLC 93 WATER STREET GUILFORD, CT 06437-2863	Consulting Agreement and Know How License plus amendment Dated 07/01/2014	\$0.00
Bauer Hockey, Inc.	HORVAT, BO ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	HOYT ARCHERY INC. 543 NEIL ARMSTRONG RD. ATTN: RANDY WALK, PRESIDENT SALT LAKE CITY , UT 84116-2825	License Agreement Dated 02/01/2006	\$0.00
Bauer Hockey Corp.	HRS HOCKEY MICHAEL FEDELE PRESIDENT P.O. BOX 1053 ST-LAZARE, QC CANADA	Product and Supply Agreement Dated 08/19/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	HUGHES, COLBY ADDRESS ON FILE	Athletic Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	HUGHES, DARRYL ADDRESS ON FILE	Non-Compete Agreement Dated 11/30/2006	\$0.00
PSG Innovation Corp.	HUMAN FACTORS MD INC., 1188C CLOW ROAD GODFREY, ON KOH I TO CANADA	Services agreement Dated 10/11/2016	\$0.00
Bauer Hockey Corp.	HUMBER VALLEY HOCKEY ASSOCIATION GEORGE PAPPAS TREASURER PO BOX 40506 5230 DUNDAS STREET WEST TORONTO, ON M9B 6K8 CANADA	Product and Supply Agreement Dated 08/15/2015	\$0.00
Bauer Hockey, Inc.	HUTTON, BEN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	IA INTERIOR ARCHITECTS 515 SOUTH FIGUEROA STREET SUITE 2050 LOS ANGELES, CA 90071	Interior Architecture Contract Dated 03/31/2015	\$0.00
Easton Baseball / Softball Corp.	ICE & INLINE PO BOX 15266 NEW LYNN ATTN: MR. DARREN BLONG AUCKLAND, NEW ZEALAND	License Agreement Dated 12/01/2005	\$0.00
Easton Baseball / Softball Inc.	ICE & INLINE PO BOX 15266 NEW LYNN ATTN: MR. DARREN BLONG AUCKLAND, NEW ZEALAND	License Agreement Dated 12/01/2005	\$0.00
Bauer Hockey Corp.	ICE AND INLINE 2000 LTD. PO BOX 15266 NEW LYNN AUCKLAND, NEW ZEALAND	Marketing and Distribution Agreement (+ 2 Amendments) Dated 01/01/2009	\$0.00
Bauer Hockey Corp.	ICI LA SOURCE DU SPORT 5746, RUE JEAN-TALON EST MONTREAL, QC H1S 1M2 CANADA	Team Program Contract Dated 01/28/2015	\$0.00
Easton Baseball / Softball Inc.	ILLINOIS STATE UNIVERSITY DEPARTMENT OF ATHLETICS ATTN MELINDA FISCHER CAMPUS BOX 2660 NORMAL, IL 61790	Sponsorship Agreement Dated 08/01/2014	\$0.00
Bauer Hockey Corp.	INNEGRA TECHNOLOGIES, LLC 270 FEASTER RD. GREENVILLE, SC 29615	Co-Branding Agreement Dated 01/01/2016 plus Amendments	\$0.00
Bauer Hockey Corp.	INNISFAIL MINOR HOCKEY ASSOCIATION BOX 6028 INNISFAIL, AB T4G 1S7 CANADA	Product and Supply Agreement Dated 07/08/2014	\$0.00
Bauer Hockey Corp.	INSTANT REPLAY / SPORTZONE 92 LODGE ST WATERLOO, ON N2J 2V6 CANADA	Team Program Contract Dated 04/08/2015	\$0.00
Easton Baseball / Softball Inc.	INSTANT REPLAY SPORTS, INC 1171 ROBERT BLVD. SLIDELL, LA 70458	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	INTEGRATED DISTRIBUTION SERVICES, INC. 3100 REEVES ROAD PLAINFIELD, IN 46168	Warehousing Service Agreement Dated 09/28/2015	\$0.00
Bauer Hockey Corp.	INTER-COMMERCE LLC MALIY SUHAREVSKIY PER.9 BLD. 1, OFFICE 36 MOSCOW, RUSSIA	Addendum to Marketing and Distribution Agreement No. 2 Dated 03/15/2013	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	INTER-COMMERCE, LLC 68 MIRA PROSPECT MOSOW, 129110 RUSSIA	Amended and Restated Marketing and Distribution Agreement Dated 03/15/2013 plus Amendments	\$0.00
Bauer Hockey, Inc.	INTER-COMMERCE, LLC OFFICE 36, BLD. 1, 9, MALIY SUHAREVSKIY MOSCOW, 127051 RUSSIA	Marketing and Distribution Agreement Dated 04/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	INTERIOR ARCHITECTS, INC P.O. BOX 45179 SAN FRANCISCO, CA 94145-0179	Interior Design Services Proposal Dated 09/25/2014	\$0.00
Easton Baseball / Softball Inc.	INTERNATIONAL SOFTBALL FEDERATION INC. 1900 SO. PARK ROAD PLANT CITY, FL 33563	ISF Certification License and Testing Agreement for Bats Dated 06/28/2006	\$0.00
Bauer Hockey, Inc.	INTERNET & TELEPHONE, LLC PO BOX 668 30 MASS AVENUE NORTH ANDOVER, MA 01845	Service Agreement Dated 09/21/2010	\$38,349.17
Easton Baseball / Softball Inc.	IOWA SPORTS SUPPLY 109 WASHINGTON ST. CEDAR FALLS, IA 50613	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	IROQUOIS NATIONALS LACROSSE 326 ROUTE 11 ONONDAGA NATION VIA NEDROW, NY 13120	Team Sponsorship Agreement Dated 06/01/2014	\$0.00
Easton Baseball / Softball Inc.	ISAACSON, MIKE ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$19,844.48
Easton Baseball / Softball Corp.	J&M ALVAREZ CO., ATTN: MARIO ALVAREZ NO. 120 CIUDAD NUEVO SANTO DOMINGO, DOMINICAN REPUBLIC	International Distributor Agreement Dated 01/01/2007	\$0.00
Performance Lacrosse Group Inc.	JACKSONVILLE UNIVERSITY ATTN: JOHN GALLOWAY 2800 UNIVERSITY BLVD N JACKSONVILLE, FL 03221	University Sponsorship Agreement Dated 06/01/2016	\$0.00
Bauer Hockey, Inc.	JAKOBSONS, IVARS ADDRESS ON FILE	Confidentiality, Non-competition, and non-solicitation agreement Dated 10/18/2016	\$0.00
Bauer Hockey, Inc.	JALBERT, JAKE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00
Easton Baseball / Softball Inc.	JAMES L. EASTON FOUNDATION 7855 HASKELL AVENUE ATTN: GREG EASTON VAN NUYS, CA 94106	Name License Agreement Dated 12/03/2005 plus Amendments	\$0.00
Bauer Hockey Corp.	JAMES, BRADLEY ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/01/2011	\$0.00
Easton Baseball / Softball Inc.	JAN-PRO CLEANING SYSTEMS 5370 CANOTEK RD., UNIT 18 OTTAWA, ON K1J 9E8 CANADA	Cleaning Services Agreement Dated 08/04/2014	\$4,811.54
Easton Baseball / Softball Inc.	JAS D. EASTON, INC. 7855 HASKELL AVENUE SUITE 202 ATTN: JAMES EASTON VAN NUYS, CA 91406	Name License Agreement Dated 12/03/2005	\$0.00
Bauer Hockey Corp.	JEAN, PHILIPPE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 11/30/2015	\$0.00
Easton Baseball / Softball Inc.	JEFFS SPORTING GOODS, INC 865 E. LAS TUNAS DR. SAN GABRIEL, CA 91776	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	JELINEK SPORTS GROUP INC. 2-2320 BRISTOL CIRCLE OAKVILLE, ON L6H 5S3 CANADA	First Amendment to License Agreement Dated 10/08/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	JEROME, SHAWN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/22/2015	\$0.00
Easton Baseball / Softball Inc.	JERRYS SPORTING GOODS 4031 SPORTS ST WICHITA FALLS, TX 76308	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	JIEXI COUNTY GUOYING SPORTS ARTICLES FACTORY HUIZHAI, JIEXI COUNTY JIE YANG, GUANDONG GUANGDONG, CHINA	Agreement for the Purchase of Specified Product Dated 08/29/2002	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	JIM LUDTKA SPORTING GOODS, INC. 3950 BROADWAY DEPEW, NY 14043	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	JIRI SEKAC, C/O OCTAGON-HOCKEY ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	JLE SPORTS EXCHANGE LLC DBA PLAY IT AGAIN SPORTS 6041 STATE ROUTE 30 SUITE 65 GREENSBURG, PA 15601	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	JOG PRODUCTS AND VIVID ATHLETICS PO BOX 623 RICHORO, PA 18954	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	JOHANSEN, RYAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	JOHN M. GROVE SPORTING GOODS, INC 729 E. MARKET ST. YORK, PA 17403	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	JOHN RENNIE HIGH SCHOOL - PROACTION HOCKEY ATTENTION: MATHIEU MONTREULL 501 BOUL ST. JEAN POINTE-CLAIRE, QC H9R 3J5 CANADA	Team Program Contract Dated 09/30/2014	\$0.00
Easton Baseball / Softball Inc.	JOHNNY MAC'S SPORTS GOODS STORES, INC. 10100 WATSON ROAD SAINT LOUIS, MO 63127	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	JONES, STEVEN ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 11/08/2011	\$0.00
Easton Baseball / Softball Inc.	JONQUIL SPORTING GOODS 1848 SPRING RD. SMYRNA, GA 30080	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	JOORIS, JOSH ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	JORDAN OUTDOOR ENTERPRISES, LTD. 1390 BOX CIRCLE COLUMBUS, GA 31907	License Agreement Dated 06/01/2014	\$4,224.50
Easton Baseball / Softball Inc.	JOSHUA DELPFREMONTE BATTING RANGE (BLANK FORM) 1405 E. STATE ST. FREMONT, OH 43420	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	JOY, BRIAN ADDRESS ON FILE	Non-Disclosure Agreement Dated 02/09/1998	\$0.00
Performance Sports Group Ltd.	JP MORGAN CHASE BANK N.A. P.O. BOX 8438, STATION A TORONTO, ON M5W 3P1 CANADA	Client Authorization Designation Form Dated 02/10/2016	\$0.00
Bauer Hockey, Inc.	JRR STEELERS HOCKEY PROGRAM BARD REYNOLDS 207 MORAY STREET PORT MOODY, BC V3H-3T4 CANADA	Fulfillment Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	JUST DUGS, INC DBA PLAY IT AGAIN SPORTS 4082 ELECTRIC RD. ROANOKE, VA 24018	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	KALRA, GOURAV ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 03/11/2016	\$0.00
Bauer Hockey, Inc.	KAMEKONA, AMANDA ADDRESS ON FILE	Sponsorship Agreement Dated 09/01/2015	\$0.00
BPS Diamond Sports Inc.	KAMEKONA, AMANDA ADDRESS ON FILE	Sponsorship Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	KANE FAMILY ENTERTAINMENT (EVANDER KANE) ADDRESS ON FILE	First Amendment to the Athlete Endorsement Contract Dated 09/01/2012	\$0.00
Bauer Hockey, Inc.	KANE, PATRICK ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	KAPLAN, MICHAEL ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 05/01/2015	\$0.00
Easton Baseball / Softball Inc.	KAPLAN, MICK ADDRESS ON FILE	Offer Letter Including Long-Term Incentive Dated 4/30/2015	\$0.00
Bauer Hockey Corp.	KARDOS, JEAN-FREDERIK CARON ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 12/19/2012	\$0.00
Bauer Hockey, Inc.	KASSIAN, ZACK ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
BPS Diamond Sports Inc.	KAUFMAN, ROBERT ADDRESS ON FILE	Separation & Release Letter Agreement Dated 09/30/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	KAYE, BRYAN ADDRESS ON FILE	Independent Sales Rep. Agreement Dated 12/17/2013	\$0.00
Easton Baseball / Softball Inc.	KBN WASHINGTON 634 CHALLENGER ROAD UNIT 100 SALT LAKE CITY, UT 84116	Lease Agreement Dated 12/01/1987 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	KEATING, CHRISTOPHER ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 10/16/2014	\$0.00
Bauer Hockey, Inc.	KELLY SERVICES 999 WEST BIG BEAVER ROAD TROY, MI 48084	Recruiter Agreement for Kelly Services Dated 04/30/2014	\$103,796.04
Easton Baseball / Softball Inc.	KELLY SERVICES, INC. 999 W. BIG BEAVER ROAD TROY, MI 48084	Customer Services (Staffing) Agreement Dated 04/30/2014	
Bauer Hockey, Inc.	KEMPPAINEN, JOONAS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	KENDALL ICE ARENA ATTENTION: MARY LOU, PRESIDENT 10355 HAMMOCK BOULEVARD MIAMI, FL 33196	Team Program Contract Dated 06/11/2014	\$0.00
Performance Lacrosse Group Inc.	KENNEY, NATHAN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/08/2014	\$0.00
Easton Baseball / Softball Inc.	KENS SPORTING GOODS 2610 HAMNER AVE NORCO, CA 92860	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	KENSINGTON VALLEY SPORTS, LLC KV SPORTS 22205 PONTIAC TRAIL SOUTH LYON, MI 48178	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	KENT, HARLAN ADDRESS ON FILE	Amended Employment Agreement Dated 09/22/2016	\$0.00
Bauer Hockey, Inc.	KENT, HARLAN ADDRESS ON FILE	Employment Agreement Dated 06/20/2016	\$0.00
Bauer Hockey Corp.	KERRY PARK ISLANDERS JUNIOR 8 ASSOCIATION CONTACT: MARK OSMOND 72 DELOUME ROAD MILL BAY, BC V0R 2P1 CANADA	Product Supply Agreement Dated 08/26/2015	\$0.00
Bauer Hockey, Inc.	KINDL, JAKUB ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	KINGSTON INVESTMENTS, INC. 3690 N. ACADEMY BLVD COLORADO SPRINGS, CO 80917	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Corp.	KIRBY, SCOTT ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	KIRBY'S SOURCE FOR SPORT 894 CLOVERDALE AVENUE VICTORIA, BC V8X 2S8 CANADA	Product Supply Agreement Dated 08/26/2015	\$0.00
Bauer Hockey Corp.	KIRBY'S SOURCE FOR SPORT 894 CLOVERDALE AVENUE VICTORIA, BC V8X 2S8 CANADA	Team Program Contract Dated 08/26/2015	\$0.00
Easton Baseball / Softball Inc.	KIRHOFFER'S SPORTS, INC 2112 W. GALENA BLVD. AURORA, IL 60506	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	KISIEL, SUSAN ADDRESS ON FILE	Independent Contractor Agreement Dated 07/01/2016	\$754.38
Bauer Hockey, Inc.	KLIMCHUK, MORGAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	KM SPORTS 2132 SILVERNAIL ROAD PEWAUKEE, WI 53072	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	KNIC PROPERTIES C/O CORRELL LAW GROUP 250 PARK AVENUE 7TH FLOOR NEW YORK, NY 10177	Investment Side Letter Dated 08/01/2014	\$0.00
Bauer Hockey, Inc.	KNIGHT, HILARY ADDRESS ON FILE	Athlete Endorsement Contract Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	KOCH SPORTING GOODS 131 W 4TH ST. CINCINNATI, OH 45202	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	KOHL'S CORPORATE OFFICES N56 W17000 RIDGEWOOD DRIVE MENOMONEE FALLS, WI 53051	Independent Contractor Agreement Dated 03/27/2015	\$0.00
Performance Lacrosse Group Inc.	KOMBIND, LLC 379 WEST BROADWAY NEW YORK, NY 10018	Maverik SP18 Campaign Agreement Dated 10/07/2016	\$0.00
Bauer Hockey, Inc.	KONICA MINOLTA BUSINESS SOLUTIONS I DEPT. AT-952823 RAMSEY, NJ 07446	Premier Advantage Agreement Dated 06/01/2015	\$3,305.43
Bauer Hockey Corp.	KOSA SPORT AB LERTAGSGATAN 10 694 34 HALLSBERG, SWEDEN	Letter of Intent Dated 04/23/2010	\$0.00
Easton Baseball / Softball Inc.	KRAMAR'S IRON AND METAL, INC. 8821 SAN FERNANDO ROAD SUN VALLEY, CA 91352	Recycling Service Agreement Dated 08/10/2011	\$0.00
Bauer Hockey, Inc.	KREIDER, CHRIS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015 plus Amendments	\$0.00
Bauer Hockey Corp.	KRICK, THIERRY ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/01/2011	\$0.00
Performance Lacrosse Group Inc.	KROL, BRIAN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 07/21/2014	\$0.00
Bauer Hockey Retail Inc.	KRONOS, INC. 297 BILLERICA ROAD CHELMSFORD, MA 01824	Support Services Dated 09/12/2016	\$3,364.84
Bauer Hockey, Inc.	KUCHEROV, NIKITA ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	KUPER ACADEMY ATTENTION: GEORGE MARTIN 2975 EDMOND KIRKLAND, QC H9H 5K5 CANADA	Team Program Contract Dated 09/15/2014	\$0.00
Bauer Hockey, Inc.	L.S.2 SPORTS SERVICES INC. F/S/O LUKE SCHENN ADDRESS ON FILE	First Amendment to Athlete Endorsement Contract Dated 09/01/2011	\$0.00
Bauer Hockey, Inc.	LA JR. KINGS ASSOCIATION CONTACT: STEVE YOVETICH 555 N. NASH ST. EL SEGUNDO, CA 90245	Service Agreement 2016 Dated 01/15/2016	\$0.00
Bauer Hockey Corp.	LABONTE, IVAN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/01/2011	\$0.00
Bauer Hockey Corp.	LACOMBE MINOR HOCKEY ASSOCIATION 4515-48TH AVENUE LACOMBE, AB T4L 2C1 CANADA	Product Supply Agreement Dated 08/19/2014	\$0.00
Performance Lacrosse Group Inc.	LACROSSE UNLIMITED, INC. ATTN: JOE DESIMONE 59 GILPIN AVENUE HAUPPAUGE, NY 11788	Trade Agreement Dated 05/26/2016	\$0.00
Bauer Hockey Corp.	LADOUCEUR, MARTIN ADDRESS ON FILE	Non-Compete and Confidentiality Agreement Dated 02/17/2011	\$0.00
Bauer Hockey, Inc.	LAKE SUPERIOR STATE UNIVERSITY DEPARTMENT OF ATHLETICS DEPARTMENT 650 W. EASTERDAY AVE., SAULT STE. MARIE, MI 49783	Product Supply and Sponsorship Agreement Dated 05/01/2016	\$0.00
Bauer Hockey Corp.	LAKEVILLE YOUTH HOCKEY PRESIDENT: MARK BROWN PO BOX 135 LAKEVILLE, MN 55044	Team Program Contract Dated 06/17/2014	\$0.00
Bauer Hockey Corp.	LAMOUREUX, PIERRE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 01/19/2011	\$0.00
Bauer Hockey Corp.	LANGVIN, CHRIS ADDRESS ON FILE	Letter of Termination Dated 11/30/2015	\$0.00
Easton Baseball / Softball Inc.	LANGLEY, LARRY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$0.00
Bauer Hockey Corp.	LAPERRIERE, JEAN FRANCOIS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/01/2011	\$0.00
Easton Baseball / Softball Inc.	LARGE, COREY ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	LARKIN, DYLAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	LAROSE, BENOIT ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 08/18/2015	\$0.00
Bauer Hockey, Inc.	LAROSE, ROLAND ADDRESS ON FILE	Amended Employment Agreement Dated 03/09/2011	\$0.00
Easton Baseball / Softball Inc.	LARRY MOORE TROPHY & SPORTS 1538 GALLIA STREET PORTSMOUTH, OH 45662	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	LASALLE COBRAS ATTENTION: SEBASTIEN BELANDER, VP C. P. 3032, SUCCURSALE LAPIERRE LASALLE, QC H8N 3H2 CANADA	Product Supply Agreement Dated 03/02/2015	\$0.00
Bauer Hockey Corp.	LAUNCHLEAP 9310-9056 QUEBEC INC. 5060 AV. DU PARC SUITE 3 MONTREAL, QUEBEC, H2V 4G1 CANADA	Software-Service Agreement (Launchleap) Dated 02/29/2016	\$0.00
Performance Lacrosse Group Inc.	LAURITA, CHRIS ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 01/17/2016	\$0.00
Easton Baseball / Softball Inc.	LAUX SPORTING GOODS 25 PINEVIEW DR AMHERST, NY 14228	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	LAVOIE-PURDY, DANIELLE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 03/26/2014	\$0.00
Bauer Hockey, Inc.	LAZAR, CURTIS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	LE, MINH ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 05/11/2016	\$0.00
Easton Baseball / Softball Inc.	LEDGENT SEARCH GROUP 21650 OXNAR STREET WOODLAND HILLS, CA 91367	Easton Recruiter Agreement Dated 02/04/2015	\$0.00
Easton Baseball / Softball Inc.	LEE BOROWIAK, INC DBA LEE'S SPORTS 206 EAST ST. LOUIS STREET NASHVILLE, IL 62263	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	LEE, ANDERS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	LEFTACK SA NOCHE DE PAZ 14-8 COLONIA NAVIDAD, DF, 05720 MEXICO	First Amendment to Marketing and Distribution Agreement Dated 01/01/2009	\$0.00
Bauer Hockey Corp.	LEFTACK SA NOCHE DE PAZ 14-8 COLONIA NAVIDAD, DF, 05720 MEXICO	Third Amendment to Marketing and Distribution Agreement Dated 01/01/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	LEGACY GLOBAL SPORTS HOLDINGS, INC. 99 BOW STREET SUITE 100W PORTSMOUTH, NH 03801	Amended and Restated Partnership Agreement Dated 03/04/2016 plus Amendments	\$0.00
Bauer Hockey, Inc.	LEGACY GLOBAL SPORTS, LLC 99 BOW STREET SUITE 100W PORTSMOUTH, NH 03801	Amended and Restated Partnership Agreement Dated 03/04/2016 plus Amendments	\$0.00
Bauer Hockey Corp.	LEGAULT, JOSEE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 07/29/1999	\$0.00
Performance Lacrosse Group Inc.	LEGG, GEOFFREY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/17/2014	\$0.00
Bauer Hockey, Inc.	LEIVO, JOSH ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	LELANDS DBA SPORTJUNK 2023 S. COOPER STREET ARLINGTON, TX 76010	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	LEMOINE, GLEN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 02/12/2013	\$0.00
Easton Baseball / Softball Inc.	LEONIAN SINGAPORE PTE., LTD. ATTN: MS. JIN HAIYAN 4 CHANG CHARN ROAD 159633 SINGAPORE	Importer Agreement (South Korea) Dated 06/01/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Corp.	LES 4 CHEVALIERS 7 DES FAISANS MERCIER, QC J6R 2R6 CANADA	Partnership Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	LES SERVICES MENAGERS ROYLTEE 9000 RUE DE L'INNOVATION ANJOU , QC H1J 2X9 CANADA	Foreign Language Agreement Dated 01/20/2015	\$13,884.87
Bauer Hockey Corp.	LETTERMEN SPORTS 9199 CENTRAL AVENUE NORTH BLAINE, MN 55434	Team Program Contract Dated 12/04/2013	\$0.00
Easton Baseball / Softball Inc.	LEWIS, NATE ADDRESS ON FILE	Independent Sales Rep Agreement (+ 1st Amendment) Dated 04/01/2016	\$0.00
Easton Baseball / Softball Inc.	LEWIS, NATE ADDRESS ON FILE	First Amendment to Independent Sales Representative Agreement Dated 05/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	LEWIS, NATE ADDRESS ON FILE	Independent Sales Rep Agreement Dated 04/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	LI & ASSOCIATES, INC. 77 ROLLING OAKS DRIVE, STE. 301 THOUSAND OAKS, CA 91361	Proposal - Structural Engineering Service Dated 08/12/2015	\$0.00
Bauer Hockey, Inc.	LIBBY, RYAN ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 04/22/2016	\$0.00
Performance Sports Group Ltd.	LIBERTY INTERNATIONAL UNDERWRITERS 181 BAY ST. SUITE 1000 TORONTO, ON M5J 2T3 CANADA	Public Advantage Liability Policy for Directors and Officers Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	LIFESTYLEDESIGN, INC. FRED BLAUDEAU, VP BRAND STRATEGY & COMMUNICATION 1-7-11, SUITE 409 HIGASHI-GOTANDA SHINASAWA-KU TOKYO, 141-0022 JAPAN	Lifestyledesign/Easton Graphic design Proposal Dated 08/10/2015	\$0.00
BPS Diamond Sports Inc.	LITTLE LEAGUE BASEBALL AND SOFTBALL 539 US ROUTE 15 HWY P. O. BOX 3485 ATTN: EMILY MCELHENY WILLIAMSPORT, PA 17701-0485	Bat Licensing Agreement Dated 10/15/2014	\$43,043.48
Easton Baseball / Softball Inc.	LITTLE LEAGUE BASEBALL INC ATTN: LIZ DILULLO BROWN 539 US ROUTE 15 HWY WILLIAMSPORT , PA 17701	Sponsorship Agreement Dated 01/01/2016	
BPS Diamond Sports Inc.	LITTLE LEAGUE BASEBALL, INC. C/O LIZ DILULLO BROWN VICE PRESIDENT OF MARKETING AND STRATEGIC PARTNERSHIPS 539 US ROUTE HIGHWAY 15 SOUTH WILLIAMSPORT, PA 17702	Bat Licensing Agreement	
Easton Baseball / Softball Inc.	LITTLE LEAGUE BASEBALL, INC. C/O LIZ DILULLO BROWN VICE PRESIDENT OF MARKETING AND STRATEGIC PARTNERSHIPS 539 US ROUTE HIGHWAY 15 SOUTH WILLIAMSPORT, PA 17702	Trademark Licensing Agreement Dated 06/01/2015	
Easton Baseball / Softball Inc.	LITTLE LEAGUE INCORPORATED 539 US ROUTE 15 HWY PO BOX 3485 WILLIAMSPORT, PA 17701-0485	Bat Licensing Agreement Dated 11/11/2016	
Easton Baseball / Softball Inc.	LLOYDS SPORTING EQUIPMENT AND TEAM APPAREL 418 W. LINCOLN AVE ORANGE , CA 92856	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	LNC SPORTS, LLC D.B.A. INSTANT REPLAY SPORTS 1767 EAST SHORE DRIVE ITHACA, NY 14850	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	LOCK JOCK - REGG MILLER 16 BROOKERS LANE UP06 ETOBICOKE, ON M8V OA5 CANADA	License Agreement Dated 12/22/2014	\$4,675.41
Easton Baseball / Softball Inc.	LOGOZ L.L.C 1344 10TH STREET GERING, NE 69341	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	LONDON BANDITS ATTENTION: KEVIN BERGERON, PRESIDENT PO BOX 35067 NELSON PARK POSTAL OUTLET LONDON, ON N5W 5Z6 CANADA	Product and Supply Agreement Dated 06/13/2014	\$0.00
Bauer Hockey Corp.	LONDON DEVILLETES MINOR HOCKEY ASSOCIATION STEVE MILNE SPONSOR DIRECTOR 18 ALOMAR DR. LONDON, ON N6 4M1 CANADA	Product and Supply Agreement Dated 10/21/2015 plus Amendments	\$0.00
Bauer Hockey Corp.	LONDON SOURCE FOR SPORTS 406 WHARNCLIFFE ROAD SOUTH LONDON , ON N6J 2M4 CANADA	Product and Supply Agreement Dated 10/21/2015 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	LONG ISLAND ATHLETIC SUPPLY, INC 34 HEMPSTEAD TRIPLE FARMINGDALE, NY 11735	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	LORTSCHER, LANE ADDRESS ON FILE	Exclusive License Agreement Dated 05/21/2007	\$512.83
Easton Baseball / Softball Inc.	LOTT MONEHEN MARKETING ADDRESS ON FILE	Independent Sales Rep Agreement Dated 10/01/2011	\$0.00
Easton Baseball / Softball Inc.	LOWRIE, JED ADDRESS ON FILE	Sponsorship Agreement Dated 04/01/2015	\$0.00
Performance Lacrosse Group Inc.	LOYOLA UNIVERSITY ATTN: CHARLIE TOOMEY 4501 N CARLES STREET BALTIMORE, MD 21210	University Sponsorship Agreement Dated 07/01/2015	\$0.00
Bauer Hockey, Inc.	LUCE, CHAD ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 05/31/2016	\$0.00
Bauer Hockey Corp.	MACEY, LEE ADDRESS ON FILE	Non-Compete Agreement Dated 07/22/2009	\$0.00
Easton Baseball / Softball Inc.	MADA EMBROIDERY & SCREEN PRINTING , LLC 5533 CLEM'S WAY STEVENS POINT, WI 54482	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	MAJOR LEAGUE LACROSSE BRIGHTON LANDING EAST 20 GUEST STREET, SUITE 125 BRIGHTON, MA 02135	Partnership Agreement Dated 03/25/2015	\$0.00
Easton Baseball / Softball Inc.	MAKO CREATIONS 16 B RUE DE BILLANCOURT BOULOGNE BILLANCOURT, 92100 FRANCE	Coexistence Agreement Dated 07/06/2016	\$0.00
Easton Baseball / Softball Inc.	MALVIK, ERIK ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$1,252.35
Bauer Hockey Corp.	MAPLE LEAF SPORTS BVBA WECHELSEBAAN 77 BE-2275 LILLE, BELGIUM	Marketing and Distribution Agreement Dated 11/01/2015 plus Amendments	\$0.00
Bauer Hockey, Inc.	MARADAPU, SIVA ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/04/2012	\$0.00
Easton Baseball / Softball Inc.	MARANO, TONY ADDRESS ON FILE	Independent Sales Rep Agreement Dated 12/09/2013	\$1,989.53
Performance Lacrosse Group Inc.	MARASCO, JOSEPH ADDRESS ON FILE	Athlete Agreement Dated 08/01/2013	\$0.00
Bauer Hockey Corp.	MARCZI SKATE CO. LTD. VACI UT 168 "L" BUDAPEST, 01138 HUNGARY	Marketing and Distribution Agreement plus First Amendment Dated 01/01/2009 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	MARKEST, INC DBA THE BASEBALL DUG 1520 WASHINGTON BLVD. #100 MONTEBELLO, CA 90640	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	MARQUETTE UNIVERSITY AL MCGUIRE CENTER ATTN: JOE AMPLO 770 N 12TH STREET MILWAUKEE, WI 53233	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	MARTEL, PASCAL ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/28/2009	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	MARTENSVILLE MINOR HOCKEY ASSOCIATION ATTENTION: RANDY BROWNLEE, SALES MANAGER 555 MAIN ST. MARTENSVILLE, SK S0K 2T0 CANADA	Team Program Contract Dated 05/01/2014	\$0.00
Easton Baseball / Softball Inc.	MARTIN PROPERTIES, INC. ATTN: ROB MARTIN, PRESIDENT 890 HAMPSHIRE ROAD SUITE A WESTLAKE VILLAGE, CA 91361	Lease Agreement Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	MARTIN, CATHERINE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/15/2010	\$0.00
Bauer Hockey Corp.	MARTIN, HUGO ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 12/12/2012	\$0.00
Bauer Hockey, Inc.	MARTIN, JESSICA ADDRESS ON FILE	Non-Compete and Confidentiality Agreement Dated 05/12/2016	\$0.00
Bauer Hockey Corp.	MARUMAN KOREA CO. LTD. 3F COSMO BUILDING 1534-5 SEOCHODONG SEOCHOKU SEOUL, KOREA, REPUBLIC OF	Fourth Amendment to Marketing and Distribution Agreement Dated 01/01/2012 plus Amendments	\$0.00
Bauer Hockey Corp.	MASSIE, BRIAN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Easton Baseball / Softball Corp.	MASSIE, BRIAN ADDRESS ON FILE	Independent Sales Rep Agreement Dated 09/05/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	MATHER, MIKE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 04/20/2012	\$0.00
Bauer Hockey, Inc.	MATTHEWS, AUSTON ADDRESS ON FILE	Athlete Endorsement Contract Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	MATTOX INVESTMENTS, LLC DBA TOP NOTCH TRAINING 4461 COMMERCE STREET GRENADA, MS 38901	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	MAXWELL, JASON ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 01/22/2016	\$0.00
Bauer Hockey, Inc.	MAXWELL, JASON ADDRESS ON FILE	Offer Letter Including Transition Bonus Dated 1/8/2016	\$0.00
Easton Baseball / Softball Inc.	MC SPORTS & PRINTING 293 E. REDLANDS BLVD SAN BERNARDINO, CA 92408	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	MCC SPORTS, INC. 2220 COUNTY ROAD 210 W SUITE 108 ATTN: JESS VOSSLER ST. JOHNS , FL 32259	Title Sponsorship Contract Dated 12/17/2015	\$0.00
Bauer Hockey, Inc.	MCCARRON, MICHAEL ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	MCCARTAN, JOHN ADDRESS ON FILE	Separation & Release Letter Agreement Dated 08/05/2016	\$0.00
Bauer Hockey, Inc.	MCCARTHY, ALICE ADDRESS ON FILE	Confidentiality, Non-Competition, and Non-Solicitation Agreement Dated 09/11/2014	\$0.00
Bauer Hockey, Inc.	MCDERMOTT, BRYAN ADDRESS ON FILE	Non-Compete Agreement Dated 01/09/2007	\$0.00
Bauer Hockey Corp.	MCDONALD, ROB ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
BPS Diamond Sports Inc.	MCGAVIN, JEFF ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2012	\$3,500.00
Bauer Hockey Corp.	MCGILL UNIVERSITY ATTN: DR. NATHAN CURRIER, RESEARCH CONTRACTS OFFICE OF SPONSORED RESEARCH JAMES ADMINISTRATION BUILDING, 2ND FLOOR 845 SHERBROOKE STREET WEST MONTREAL, QUEBEC, H3A 0G4 CANADA	Research Agreement - McGill University Dated 03/01/2014 plus Amendments	\$22,566.00
Bauer Hockey Corp.	MCGILL UNIVERSITY REDMEN ATTENTION: MR. KELLY NOBES & MR. PETER SMITH 475 PINE AVENUE WEST MONTREAL, QC H2W 1S4 CANADA	Team Program Contract Dated 09/19/2014	\$0.00
Bauer Hockey Corp.	MCGOWN, KATHRYN ADDRESS ON FILE	Letter of Termination Dated 08/02/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	MCKEGG, GREG ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	MCKENZIE, CAROLYN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 02/19/2016	\$0.00
Bauer Hockey, Inc.	MCMENIMAN, THOMAS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 03/29/2010	\$0.00
Bauer Hockey, Inc.	MEDAGLIO, LINDA ADDRESS ON FILE	Confidentiality, Non-Competition and non-Solicitation Agreement Dated 05/29/2012	\$0.00
Performance Lacrosse Group Inc.	MERCER UNIVERSITY ATHLETICS 1501 MERCER UNIVERSITY DRIVE MACON, GA 31207-0001	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	MERCYHURST COLLEGE DEPARTMENT OF ATHLETICS 501 EAST 38TH STREET ERIE, PA 16546	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	MERRIMACK COLLEGE DEPARTMENT OF ATHLETICS 315 TURNPIKE STREET NORTH ANDOVER, MA 01845	Product Supply and Sponsorship Agreement Dated 05/01/2015	\$0.00
BPS Diamond Sports Inc.	MERRITT, KIRSTI ADDRESS ON FILE	Endorsement Agreement Dated 06/08/2016	\$0.00
Bauer Hockey Corp.	MIAMI TORO'S ATTENTION: MARY LOU, PRESIDENT 10355 HAMMOCK BOULEVARD MIAMI, FL 33196	Team Program Contract Dated 06/11/2014	\$0.00
Bauer Hockey, Inc.	MIAMI UNIVERSITY UNIVERISTY'S ATHLETIC DEPARTMENT ATTENTION: JOSH FENTON ASSOCIATE ATHLETIC DIRECTOR 230 MILLET HAYES OXFORD, OH 45056	Product Supply and Sponsorship Agreement Dated 07/01/2012	\$0.00
Bauer Hockey, Inc.	MICHIGAN STATE UNIVERSITY DEPARTMENT OF ATHLETICS 218 JENISON FIELD HOUSE EAST LANSING, MI 48824	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	MICROSOFT CORPORATION LEGAL AND CORPORATE AFFAIRS VOLUME LICENSING GROUP ONE MICROSOFT WAY REDMOND, WA 98052	Business and Services Agreement	\$904.63
Bauer Hockey, Inc.	MICROSOFT CORPORATION LEGAL AND CORPORATE AFFAIRS VOLUME LICENSING GROUP ONE MICROSOFT WAY REDMOND, WA 98052	Enterprise Agreement - Volume Licensing	
Bauer Hockey, Inc.	MICROSOFT CORPORATION LEGAL AND CORPORATE AFFAIRS VOLUME LICENSING GROUP ONE MICROSOFT WAY REDMOND, WA 98052	Enterprise Enrollment Selection Form - Volume Licensing	
Bauer Hockey, Inc.	MICROSOFT CORPORATION LEGAL AND CORPORATE AFFAIRS VOLUME LICENSING GROUP ONE MICROSOFT WAY REDMOND, WA 98052	Volume Licensing - Customer Price Sheet - Final Pricing Dated 01/28/2014	
Bauer Hockey, Inc.	MICROSOFT LICENSING GP DEPARTMENT 551 VOLUME LICENSING 6100 NEIL ROAD SUITE 210 RENO, NV 89511	Program Signature Form Dated 02/01/2014	
Bauer Hockey, Inc.	MICROSOFT LICENSING, GP 6100 NEIL RD STE 100 RENO, NV 89511	Transaction Tax Terms - Volume Licensing	
Bauer Hockey, Inc.	MICROSOFT LICENSING, GP DEPT. 551, VOLUME LICENSING 6100 NEIL ROAD, SUITE 210 RENO, NV 89511	Enterprise Enrollment (Direct) - Volume Licensing	
Bauer Hockey, Inc.	MICROSOFT LICENSING, GP DEPT. 551, VOLUME LICENSING 6100 NEIL ROAD, SUITE 210 RENO, NV 89511	Program Signature Form - Volume Licensing Dated 01/29/2014	

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	MICROSOFT LICENSING, GP DEPT. 551, VOLUME LICENSING 6100 NEIL ROAD, SUITE 210 RENO, NV 89511	Volume Licensing- Tax Terms & Conditions	
Bauer Hockey, Inc.	MILANO, SONNY ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	MINSON SPORTING GOODS LTD. 10FL 145, SEC. 2 MIN-SHENG E. RD TAIPEI, TAIWAN	Agreement for the Purchase of Specified Product Dated 09/17/2002	\$0.00
Bauer Hockey, Inc.	MISSION ITECH HOCKEY, INC., 175 TECHNOLOGY DRIVE, SUITE 150 IRVINE, CA 92618	License Agreement Dated 02/28/2003	\$0.00
Bauer Hockey Corp.	MISSION PRODUCT HOLDINGS, INC 60 EAST 42ND STREET NEW YORK, NY 10165	Assignment and Agreement	\$0.00
Bauer Hockey, Inc.	MISSION PRODUCT HOLDINGS, INC 60 EAST 42ND STREET NEW YORK, NY 10165	Assignment and Agreement	\$0.00
Easton Baseball / Softball Inc.	MIX SPORTS CO., LTD. 402 OFFICETEL ILBEONJI TOEGYE-RO 303 JUNG-GU, SEOUL, 04560 KOREA, REPUBLIC OF	Distribution Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	MODELS SPORTING GOODS 498 SEVENTH AVENUE, 20TH FLOOR NEW YORK, NY 10018	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	MOHNS, TROY ADDRESS ON FILE	Amended Employment Agreement	\$0.00
Bauer Hockey, Inc.	MOHNS, TROY ADDRESS ON FILE	Severance Letter for Troy Mohns Dated 08/01/2016	\$0.00
Easton Baseball / Softball Inc.	MOJO SPORTS LLC 6001 SE 15TH ST MIDWEST CITY, OK 73110	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	MONAHAN, SEAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	MONCKTON, MIKE ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$12,536.77
Bauer Hockey, Inc.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	2016 Uniform Service Agreement Dated 04/28/2016	\$0.00
Bauer Hockey, Inc.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	2016 Uniform Service Agreement Dated 05/13/2016	\$0.00
Bauer Hockey, Inc.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	Service Agreement 2016 Dated 01/15/2016	\$0.00
Bauer Hockey, Inc.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	Subordination Agreement Dated 07/18/2016	\$0.00
Bauer Hockey Corp.	MONKEYSPORTS, INC. ATTN: THOMAS ARNOLD, CFO 1550 MAGNOLIA AVE SUITE 101 CORONA, CA 92879	Team Program Contract Dated 05/13/2015	\$0.00
Bauer Hockey, Inc.	MOORE, STEVE ADDRESS ON FILE	Amended Employment Agreement Dated 06/19/2012	\$0.00
Bauer Hockey Corp.	MOOSEHEADS AAA HOCKEY ATTENTION: RYAN MOORE 136 CHATEAU KIRKLAND KIRKLAND, QC H9H 3B5 CANADA	Team Program Contract Dated 09/03/2014	\$0.00
Bauer Hockey, Inc.	MORAN, BRENT ADDRESS ON FILE	Athlete Endorsement Contract Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	MORIN, FRANCIS ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 06/27/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Lacrosse Group Inc.	MORRIS, ANDREW ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 04/02/2015	\$0.00
Bauer Hockey, Inc.	MORRIS, KRYSTIN ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	MOTIVE SPOR VE MEDIKAL URUNLER TEKSTIL PAZ. LTD. STI. SEHERYILDIZI SOK NO: 38 ISTANBUL, TURKEY	Marketing & Distribution Agreement (+ 3 Amendments & Assignment) Dated 01/01/2009 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	MOUNT ST. MARY'S UNIVERSITY ATTN: TOM GRAVANTE 16300 OLD EMMITSBURG ROAD EMMITSBURG, MD 21727	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	MSG MEDIA MSG HOLDINGS, L.P. 4 PENN PLAZA NEW YORK, NY 10121-0078	Materials Release	\$0.00
Bauer Hockey, Inc.	MSHSL 2100 FREEWAY BLVD. BROOKLYN CENTER, MN 55430	Sponsorship Agreement Dated 09/01/2004	\$0.00
Bauer Hockey Corp.	NADEAU, NORMAND ADDRESS ON FILE	Severance Letter for Normand Nadeau Dated 11/02/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	NATALE SPORTING GOODS 209 FIFTH AVENUE MCKEESPORT, PA 15132	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	NATIONAL COLLEGIATE HOCKEY CONFERENCE 1631 MESA AVENUE SUITE C COLORADO SPRINGS, CO 80906	Product Supply and Sponsorship Agreement Dated 09/01/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	NATIONAL FASTPITCH COACHES ASSOCIATION ATTN: CAROL BRUGGEMAN 2641 GRINSTEAD DRIVE LOUISVILLE, KY 40206	Sponsorship Agreement Dated 01/01/2016	\$0.00
Bauer Hockey Corp.	NAULT, DONALD ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/01/1997	\$0.00
Easton Baseball / Softball Inc.	NAUMAN SPORTING GOODS DBA PLAY IT AGAIN SPORTS 17100 ROYALTON RD. STRONGSVILLE, OH 44136	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	NAVAL ACADEMY ATHLETIC ASSOCIATION RICKETTS HALL 566 BROWNSON ROAD ANNAPOLIS, MD 21402	Naval Academy Sponsorship Agreement Dated 07/18/2014	\$0.00
Bauer Hockey, Inc.	NAVEX GLOBAL 6000 MEADOWS ROAD SUITE 200 LAKE OSWEGO, OR 97035	Licensing Agreement Dated 11/26/2012 plus Amendments	\$0.00
Bauer Hockey, Inc.	NAVEX GLOBAL, INC. 6000 MEADOWS ROAD SUITE 200 LAKE OSWEGO, OR 97035	Addendum to License and Services Agreement Dated 12/21/2012 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	NDS PO BOX 61002 ANAHEIM, CA 92803	Mail Delivery Service Agreement Dated 08/30/2016	\$2,075.98
Easton Baseball / Softball Inc.	NDS P.O. BOX 61002 ANAHEIM, CA 92803	Mail Service Contract Dated 08/30/2016	
Bauer Hockey, Inc.	NELLIGAN SPORTS MARKETING AT UNIVERSITY OF MASSCHUSETTS AMHERST PAM BATALIS GENERAL MANAGER 38 BOYDEN BUILDING 131 COMMONWEALTH AVE., AMHERST, MA 01003	Confirmation of Corporate Partnership Agreement Dated 07/01/2013	\$0.00
Bauer Hockey, Inc.	NEMEROFF, JAY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/15/2015	\$0.00
Bauer Hockey Corp.	NENES, DANNY ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 08/02/2011	\$0.00
Easton Baseball / Softball Inc.	NEW BERN SPORTING GOODS 3721 TRENT ROAD NEW BERN, NC 28562	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	NEW ERA CAP CO. INC. 160 DELAWARE AVENUE BUFFALO, NY 14202-2404	New Era Internet and Online Sales Policy	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	NEW ERA CAP CO. INC. 160 DELAWARE AVENUE BUFFALO, NY 14202-2404	Purchase Agreement and Internet Sales Policy	\$0.00
Bauer Hockey, Inc.	NEW ERA CAP CO., INC. ATTENTION: BUSINESS DEVELOPMENT SR. DIRECTOR 160 DELAWARE AVENUE BUFFALO, NY 14202	Supply Agreement and First Amendment Dated 04/02/2010 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	NEW GENERATION DBA CASUAL ADVENTURES (BLANK) 3451 N. WASHINGTON BLVD. ARLINGTON, VA 22201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	NEW GENERATION, INC 3451 N WASHINGTON BLVD ARLINGTON, VA 22201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	NEW HAMBURG HUSKIES HOCKEY ASSOCIATION ATTENTION: KORY GREEN, PRESIDENT 1291 NAFZIGER ROAD UNIT #1 BADEN , ON N3A 0C4 CANADA	Team Program Contract Dated 04/08/2015	\$0.00
Bauer Hockey Corp.	NEW TECUMSETH TORNADOS MINOR HOCKEY ASSOCIATION ATTENTION: CHRIS BEAUSAERT, VP P.O. BOX 496 7300 INDUSTRIAL PARKWAY ALLISTON, ON L9R 1V7 CANADA	Team Program Contract Dated 04/14/2014	\$0.00
Easton Baseball / Softball Inc.	NEWMAN, CORY J ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Performance Lacrosse Group Inc.	NEWMAN, JESSE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/13/2016	\$0.00
Bauer Hockey, Inc.	NHL ENTERPRISES, LP 1185 AVENUE OF THE AMERICAS NEW YORK, NY 10036	Equipment License Agreement Dated 07/01/2016	\$100,902.67
Bauer Hockey Corp.	NIAGARA NORTH ASSOCIATION CONTACT: JIM CRAIG	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Bauer Hockey, Inc.	NIAGARA UNIVERSITY DEPARTMENT OF ATHLETICS 5795 LEWISTON ROAD LEWISTON , NY 14109	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	NICKERSON, TIM ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 08/04/2015	\$0.00
Bauer Hockey, Inc.	NIEDERREITER, NINO ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	NIKE INTERNATIONAL LIMITED 1 BOWERMAN DRIVE BEAVERTON, OR 97005-6453	Prior Rights Agreement Dated 04/09/2004	\$0.00
Bauer Hockey Corp.	NIKE, INC. ATTN: MARGO FOLWER ONE BOWERMAN DRIVE BEAVERTON , OR 97005-6453	Trademark License Agreement Dated 04/16/2008 plus Amendments	\$105,286.52
Easton Baseball / Softball Inc.	NOBLE STUDIOS, INC 50 W LIBERTY ST, SUITE 800 RENO, NV 89501	Retainer for Strategic Planning and Marketing Dated 06/01/2016	\$2,250.00
Easton Baseball / Softball Inc.	NOBLE STUDIOS, INC 50 W LIBERTY ST, SUITE 800 RENO, NV 89501	Statement of Work Dated 05/18/2016	
Bauer Hockey Corp.	NOCSAE, C/O MICHAEL OLIVER 11020 KING STREET SUITE 215 OVERLAND PARK, KS 66210	License Agreement Dated 10/05/2015	\$31,886.23
Easton Baseball / Softball Inc.	NOCSAE, C/O MICHAEL OLIVER 11020 KING STREET SUITE 215 OVERLAND PARK, KS 66210	License Agreement Dated 10/05/2015	
Bauer Hockey, Inc.	NORTH AMERICAN HOCKEY LEAGUE 2601 AVENUE OF THE STARS FRISCO, TX 75034	Equipment Supplier and Sponsorship Agreement Dated 05/01/2016	\$0.00
Bauer Hockey, Inc.	NORTH AMERICAN HOCKEY LEAGUE, INC. 2601 AVENUE OF THE STARS FRISCO, TX 75034	EQUIPMENT SUPPLIER AND SPONSORSHIP AGREEMENT Dated 05/01/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	NORTH TEXAS WARRIORS YOUTH HOCKEY, INC. 15851 DALLAS PARKWAY SUITE 800 ADDISON, TX 75001	Team Program Contract Dated 05/13/2015	\$0.00
Bauer Hockey, Inc.	NORTHEAST MAILING SYSTEMS, LLC 26 BANK STREET LEBANON, NH 03766	Mail Equipment Lease Dated 05/01/2016	\$0.00
Easton Baseball / Softball Inc.	NOTION FEATURES INC. 718 N. HOOVER ST. LOS ANGELES, CA 90029	Service Retainer Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	NOTION FEATURES, INC. 718 NORTH HOOVER STREET ATTN: CONOR SIMPSON LOS ANGELES, CA 90029	Retainer Agreement for Notion Features Dated 06/01/2016	\$0.00
Performance Lacrosse Group Inc.	NOTRE DAME ATHLETICS ATTN: KEVIN CORRIGAN JOYCE CENTER NOTRE DAME, IN 46556	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	NUGUR, HEMANTH ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 01/09/2015	\$0.00
Bauer Hockey, Inc.	NYLANDER, ALEX ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2016	\$0.00
Bauer Hockey, Inc.	NYLANDER, WILLIAM ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2016	\$0.00
Easton Baseball / Softball Inc.	OAK TREE SPORTS CENTER LLC 910 OAK TREE AVENUE SOUTH PLAINFIELD, NJ 07080	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	OAKLEY, INC. ATTN: PRESIDENT, COLIN BADEN ONE ICON FOOTHILL RANCH, CA 92610	Second Amendment and Settlement to License Agreement Dated 1/30/2006	\$158,502.85
Bauer Hockey Corp.	OAKVILLE HORNETS GIRLS HOCKEY ASSOCIATION ATTENTION: RAY RODRIGUEZ 1663 NORTH SERVICE E OAKVILLE, ON L6H 7T1 CANADA	Team Program Contract Dated 04/14/2014	\$0.00
Easton Baseball / Softball Inc.	OAKWOOD WORLDWIDE 9630 N. 25TH AVENUE, SUITE 300 PHOENIX, AZ 85021	Guest Lease Agreement for St-Laurent and Mitton Dated 10/20/2016	\$1,727.00
Bauer Hockey Corp.	OCHSNER HOCKEY & INLINE AG ATTN: JURG OCHSNER INDUSTRIESTRASSE 22 EMBRACH, 08424 SWITZERLAND	Marketing & Distribution Agreement (+2 Amendments) Dated 01/01/2006 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	OKNY INC. DBA PLAY IT AGAIN SPORTS 2203 W. MAIN ST. SUITE #2 NORMAN, OK 73069	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	OLD DOMINION FREIGHT LINE, INC. PRICING DEPARTMENT 500 OLD DOMINION WAY THOMASVILLE, NC 27360	Pricing Agreement Dated 07/17/2015	\$2,570.04
Bauer Hockey, Inc.	OLOFSSON, GUSTAV ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	OLSON & CO., INC C/O ICF CONSULTING GROUP BOX 536259 PITTSBURGH, PA 15253	Email Program Configuration and Management Dated 08/18/2016	\$249,217.37
Bauer Hockey, Inc.	OLSON & CO., INC C/O ICF CONSULTING GROUP BOX 536259 PITTSBURGH, PA 15253	Hosting Services - Bauer.com Dated 05/31/2016	
Bauer Hockey Corp.	OMHA ATTENTION: JEREMY GOUGH 25 BRODIE DRIVE, UNIT 3 RICHMOND HILL, ON L4B 3K7 CANADA	2016 Uniform Service Agreement Dated 05/01/2016	\$0.00
Easton Baseball / Softball Inc.	ONEIDA SUZUKI INC. 434 LEMOX AVE. ONEIDA, NY 13421	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	OPENTEXT GX5 9711 WASHINGTONIAN BLVD. GAITHERSBURG, MD 20878	Catalogue Services Agreement Dated 11/01/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Corp.	O'PRAY SPORTS AGENCY LTD. ADDRESS ON FILE	Independent Sales Rep Agreement Dated 09/05/2014 plus Amendments	\$0.00
Bauer Hockey Corp.	O'PRAY, MICHAEL ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Bauer Hockey, Inc.	ORACLE AMERICA, INC 500 ORACLE PARKWAY REDWOOD SHORES , CA 94085	Cloud Services Agreement Dated 02/06/2014	\$0.00
Bauer Hockey Corp.	ORANGEVILLE FLYERS ASSOCIATION CONTACT: STEVE SUMKA 275 ALDER ST. ORANGEVILLE, ON L9W 5H6 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Bauer Hockey Corp.	ORLANDO CORPORATION 6205 AIRPORT ROAD 5TH FLOOR MISSISSAUGA, ONTARIO, L4V 1E3 CANADA	Lease Agreement Dated 01/01/2011 plus Amendments	\$0.00
Performance Sports Group Ltd.	ORLANDO CORPORATION 6205 AIRPORT ROAD 5TH FLOOR MISSISSAUGA, ONTARIO, L4V 1E3 CANADA	Lease Agreement Dated 01/01/2011 plus Amendments	\$0.00
Bauer Hockey Corp.	ORLANDO CORPORATION 6205 AIRPORT ROAD MISSISSAUGA, ONTARIO, L4V 1E3 CANADA	Lease Agreement Dated 01/01/2011 plus Amendments	\$0.00
Bauer Hockey Corp.	OUCKAMA, RYAN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 04/13/2015	\$0.00
Bauer Hockey, Inc.	OVECHKIN, ALEXANDER ADDRESS ON FILE	Assignment and Assumption Agreement Dated 12/31/2012	\$0.00
Bauer Hockey, Inc.	OVECHKIN, ALEXANDER ADDRESS ON FILE	Assignment and Assumption Agreement Dated 12/31/2015	\$0.00
Bauer Hockey, Inc.	OVECHKIN, ALEXANDER ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2011 plus Amendments	\$0.00
Bauer Hockey, Inc.	OVECHKIN, ALEXANDER ADDRESS ON FILE	Consulting Agreement Dated 09/01/2011 plus Amendments	\$0.00
Bauer Hockey Corp.	OXEON AB FÖRETAGSGATAN 24 BORÅS, 504 64 SWEDEN	Collaboration Agreement Dated 01/01/2015	\$2,910.53
Bauer Hockey Corp.	OXEON AB CORP. FORETAGSGATAN 24 SE-504 64 BORAS, SWEDEN	Trademark License Agreement Dated 12/10/2015	\$0.00
Bauer Hockey Corp.	OY SULTRADE LTD. ATTN: MARKO SEPPÄNEN LINNOITUSTIE 2 A ESPOO, 02600 FINLAND	Discussion Terms Dated 02/01/2016	\$0.00
Bauer Hockey, Inc.	OZBURN-HESSEY LOGISTICS, LLC 7101 EXECUTIVE CENTER DRIVE SUITE 300 BRENTWOOD, TN 37027	Master Services Agreement Dated 01/30/2015	\$11,895.64
Bauer Hockey, Inc.	OZBURN-HESSEY LOGISTICS, LLC. D/B/A OHL 7101 EXECUTIVE CENTER DRIVE SUITE 300 BRENTWOOD, TN 37027	Contract Logistics Services Statement of Work plus Exhibits Dated 01/30/2015	
Easton Baseball / Softball Inc.	PACESETTER SPORTS, INC 2831 S. 3RD ST. TERRE HAUTE, IN 47802	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	PAGE, KATHY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 03/25/2014	\$0.00
Bauer Hockey, Inc.	PAQUETTE, CEDRIC ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	PAQUETTE, YANNICK ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/03/2016	\$0.00
Bauer Hockey, Inc.	PARADEE, CATHIE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/27/2012	\$0.00
Bauer Hockey, Inc.	PARENTEAU, PIERRE-ALEXANDRE ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	PASTRNAK, DAVID ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	PCPD LLC DBA RAMPAGE SPORTS 2177 WESTBELT DR COLUMBUS, OH 43228	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Sports Group Ltd.	PEARL MEYER & PARTNERS, LLC 132 TURNPIKE ROAD SUITE 300 SOUTHBOROUGH, MA 01772	Proposed Consultation Agreement Dated 03/14/2014	\$0.00
BPS Diamond Sports Inc.	PEARSON, KYLE ADDRESS ON FILE	Endorsement Agreement Dated 10/28/2014	\$0.00
Bauer Hockey, Inc.	PEARSON, TANNER ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey Corp.	PEARSON, TIM ADDRESS ON FILE	Notice of Termination - Pearson Dated 08/02/2016	\$0.00
Performance Lacrosse Group Inc.	PEMBRIDGE, CHRISTOPHER ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 05/07/2016	\$0.00
Bauer Hockey Corp.	PERANIS HOCKEY WORLD 7540 TECUMSEH ROAD E WINDSOR, ON N8T 1E9 CANADA	Product and Supply Agreement Dated 06/13/2014	\$0.00
Bauer Hockey, Inc.	PERCY, STUART ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	PERFECT PRACTICE LLC 4310 BRITTMOORE RD. HOUSTON, TX 77041	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PERFORMANCE EQUIPMENT INC 1407 MAIDEN LN. WENATCHEE, WA 98801	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	PERRAULT, NICOLAS ADDRESS ON FILE	Confidentiality, Non-Compete Agreement	\$0.00
Easton Baseball / Softball Corp.	PERRY MADER SALES ADDRESS ON FILE	Independent Sales Rep Agreement Dated 04/10/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	PESKA INCORPORATED DBA SPORTS & SPORTS 3600 N. RIDGE EAST ASHTABULA, OH 44004	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	PETAN, NIC ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	PFIZER, INC. FIVE GIRALDA FARMS MADISON, NJ 07940	Consent, Release and Waiver Dated 12/12/2013	\$0.00
Easton Baseball / Softball Inc.	PHELPS, SEAN ADDRESS ON FILE	Settlement Agreement Dated 08/11/2015	\$0.00
Bauer Hockey Corp.	PICHE, DIANE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/11/2013	\$0.00
Bauer Hockey, Inc.	PIPER, ARIANNA ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/09/2014	\$0.00
Easton Baseball / Softball Inc.	PITNEY BOWES INC. ONE ELMCROFT ROAD STAMFORD, CT 06926	Mailstream on Demand Services Agreement Dated 08/25/2014	\$4,959.10
BPS Diamond Sports Corp.	PITNEY BOWES P.O.BOX 278 ORANGEVILLE, ON L9W 2Z7 CANADA	Lease Renewal Dated 09/17/2015	
Performance Lacrosse Group Inc.	PIXELMEDIA 75 NEW HAMPSHIRE AVE SUITE 100 PORTSMOUTH, NH 03801	Web Hosting Agreement Dated 08/23/2016	\$70,432.30
Easton Baseball / Softball Inc.	PK ARCHITECTURE 5126 CLARETON DRIVE SUITE 110 AGORA HILLS, CA 91301	Architectural Improvement Service Proposal Dated 06/15/2015	\$0.00
Bauer Hockey Corp.	PLANTE, DOMINIQUE ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 09/18/2013	\$0.00
Bauer Hockey Corp.	PLATAN CORP. 3F/L 90-14 BANPO4-DONG SEOCHO-GU SEOUL, 1370805 KOREA, REPUBLIC OF	Marketing and Distribution Agreement Dated 01/01/2014 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	PLAY BALL LLC 16 INDUSTRIAL WAY SALEM, NH 03079	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PLAY IT AGAIN SHREVEPORT LLC 1938 E. 70TH ST. #D SHREVEPORT, LA 71105	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	PLAY IT AGAIN SPORTS 2973 BOUL ST. CHARLES KIRKLAND, QC H9H 3B5 CANADA	2016 Uniform Service Agreement Dated 07/01/2016	\$0.00
Bauer Hockey Corp.	PLAY IT AGAIN SPORTS 2973 BOUL ST. CHARLES KIRKLAND, QC H9H 3B5 CANADA	Team Program Contract Dated 09/03/2014	\$0.00
Bauer Hockey Corp.	PLAY IT AGAIN SPORTS 2973 BOUL ST. CHARLES KIRKLAND, QC H9H 3B5 CANADA	Team Program Contract Dated 09/30/2014	\$0.00
Easton Baseball / Softball Inc.	PLAY IT AGAIN SPORTS (BLANK FORM) 1251 S. AIRPORT RD TRAVERSE CITY, MI 49686	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PLAY SPORTS, INC DBA PLAY IT AGAIN SPORTS 25875 NOVI RD. STE #140 NOVI, MI 48375	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	PLUMRIVER LLC 1257 EAST COLLEGE AVENUE STATE COLLEGE, PA 16801	System License Agreement from PlumRiver Dated 01/06/2003	\$8,675.00
Easton Baseball / Softball Inc.	POINTBLANK TRAINING CENTER, INC (BLANK) 1325 N. LABREA AVE. INGLEWOOD, CA 90302	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	POIRIER, MARC ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 03/28/2016	\$0.00
Bauer Hockey Corp.	POITRAS, MATHIEU ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/01/2011	\$0.00
Performance Lacrosse Group Inc.	POLLARD, HAMILTON ADDRESS ON FILE	First Amendment to the Employment Agreement Dated 09/17/2012	\$0.00
Easton Baseball / Softball Inc.	PONY BASEBALL AND SOFTBALL 1951 PONY PLACE WASHINGTON, PA 15301	Amendment of Existing Sponsorship Agreement Dated 01/01/2009	\$7,744.57
Easton Baseball / Softball Inc.	PORTS SPORTS EMPORIUM 1846 ZION ROAD BELLEFONTE, PA 16823	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PORTU-SUNBERG MARKETING ADDRESS ON FILE	Independent Sales Rep Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	POSEY'S SPORTS CENTER, LLC 536 KEYSER AVENUE NATCHITOCHES, LA 71457	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	POULIN, MARIE-PHILIP ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	POWERACE INDUSTRIES PTE LTD ATTN: CLARENCE SIM 49 JALAN PEMIMPIN #04-07 APS INDUSTRIAL BUILDING 577203 SINGAPORE	Supply Agreement Dated 01/01/2012	\$110,394.97
Easton Baseball / Softball Corp.	POWERPLAY ENTERPRISE CO., LTD. 6 F NO. 235 SEC. 4, CHENG-TE RD. TAIPEI, 111, ROC TAIWAN	International Distributor Agreement Dated 08/01/2002	\$0.00
Easton Baseball / Softball Inc.	POWERPLAY ENTERPRISE CO., LTD. 6 F NO. 235 SEC. 4, CHENG-TE RD. TAIPEI, 111, ROC TAIWAN	International Distributor Agreement Dated 08/01/2002	\$0.00
Easton Baseball / Softball Corp.	POWERPLAY ENTERPRISE CO., LTD. 6 F, NO 235 SEC 4, CHENG-TE ROAD TAIPEI, 111, ROC TAIWAN	License Agreement Dated 08/01/2002	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	POWERPLAY ENTERPRISE CO., LTD. 6 F, NO 235 SEC 4, CHENG-TE ROAD TAIPEI, 111, ROC TAIWAN	License Agreement Dated 08/01/2002	\$0.00
Easton Baseball / Softball Inc.	PREMIER ATHLETICS 14 NORTH MAIN STREET TOOELE, UT 84074	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PREMIER DISPLAYS & EXHIBITS, INC. 11261 WARLAND DRIVE CYPRESS, CA 90630	Signage Service Agreement Dated 08/18/2016	\$59,929.55
Easton Baseball / Softball Inc.	PREPS FASTPITCH, INC. 5021 VERDUGO WAY #339 CAMARILLO, CA 93012	Memorandum of Understanding Dated 12/01/2015	\$0.00
Easton Baseball / Softball Inc.	PREPS FASTPITCH, INC. 5021 VERDUGO WAY #339 CAMARILLO, CA 93012	Team Trademark License Agreement Dated 12/01/2015	\$0.00
Easton Baseball / Softball Inc.	PRIME TIME SPORTING GOODS LLC 1946 S. ARLINGTON AKRON, OH 44306	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	PRINCEPERELSON AND ASSOCIATES 2180 SOUTH 1300 EAST SUITE 350 SALT LAKE CITY, UT 84106	Easton Recruiter Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	PRINOTH SPORTS GMBH MITTERWEG 13 39100 BOZEN, ITALY	Marketing and Distribution Agreement (+ Amendment) Dated 01/01/2006	\$0.00
Easton Baseball / Softball Inc.	PRO PLAYER SPORTS (SUPPLY) 1520 112TH ST. SW EVERETT, WA 98204	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	PROFESSIONAL SKATE CALGARY PROFESSIONAL SKATE SERVICE LTD 3515 18TH STREET SW CALGARY, AB T2T 4T9 CANADA	2016 Uniform Service Agreement Dated 05/01/2016	\$0.00
Bauer Hockey, Inc.	PROPEX OPERATING COMPANY LLC 6025 LEE HWY SUITE 425 CHATTANOOGA, TN 37422	Development Agreement Dated 03/01/2011 plus Amendments	\$0.00
Bauer Hockey, Inc.	PROPEX OPERATING COMPANY LLC 6025 LEE HWY SUITE 425 CHATTANOOGA, TN 37422	Supply and License Agreement Dated 03/01/2011 plus Amendments	\$0.00
Bauer Hockey, Inc.	PROTECTION PROFESSIONALS ALARM SYSTEMS 325 U.S. ROUTE 1 FALMOUTH, ME 04105	Security Monitoring Agreement Dated 05/01/2015	\$618.75
Performance Lacrosse Group Inc.	PROVIDENCE COLLEGE ONE CUNNINGHAM SQUARE PROVIDENCE COLLEGE PROVIDENCE, RI 02918	College Sponsorship Agreement Dated 06/01/2015	\$0.00
Easton Baseball / Softball Inc.	PURE WATER SOLUTIONS OF AMERICA, LLC 2500 SOUTH DECKER LAKE BLVD. SUITE 17 SALT LAKE CITY, UT 84119	Pure Water Service Agreement Dated 05/27/2014	\$210.96
Bauer Hockey Corp.	PUROLATOR INC ATTN: VP, SALES 5995 AVEBURY ROAD SUITE 100 MISSISSAUGA, ONTARIO, L5R 3T8 CANADA	LTL Services Agreement Dated 02/12/2014	\$1,258.32
Bauer Hockey Corp.	PUROLATOR INC. ATTN: VICE PRESIDENT, SALES 5995 AVEBURY ROAD SUITE 100 MISSISSAUGA, ONTARIO, L5R 3T8 CANADA	Pricing Agreement Dated 06/01/2014	

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	PUROLATOR INC. CORPORATE OFFICE 5995 AVEBURY ROAD MISSISSAUGA, ONTARIO, L5R 3T8 CANADA	Transportation Services Agreement Dated 09/17/2014	
PSG Innovation Corp.	Q30 SPORTS SCIENCE, LLC 11 GRUMMAN HILL ROAD WILTON, CT 06897	Exclusive License Agreement Dated 10/15/2015	\$15,373.39
PSG Innovation Corp.	Q30 SPORTS SCIENCE, LLC 11 GRUMMAN HILL ROAD WILTON, CT 06897	Membership Interest Purchase Agreement Dated 10/15/2015	
PSG Innovation Corp.	Q30 SPORTS SCIENCE, LLC 11 GRUMMAN HILL ROAD WILTON, CT 06897	Trademark License Agreement Dated 10/15/2015	
PSG Innovation Corp.	Q30 SPORTS, LLC 11 GRUMMAN HILL ROAD WILTON, CT 06897	Exclusive License Agreement Dated 10/15/2015	
Bauer Hockey, Inc.	QUENCH USA, INC. 780 5TH AVENUE SOUTH SUITE 200 KING OF PRUSSIA , PA 19406	Water Filtration System Lease Dated 04/01/2016	\$550.00
Bauer Hockey, Inc.	QUINN, TOM ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 02/15/2015	\$0.00
Bauer Hockey, Inc.	QUINNIPIAC UNIVERSITY DEPARTMENT OF ATHLECTICS DEPARTMENT ATTENTION: RAND PECKNOLD, MEN'S HEAD ICE HOCKEY COACH AND/OR RICK SELLEY, WOMEN'S HEAD ICE HOCKEY COACH 275 MT. CARMEL AVE., HAMDEN, CT 06518	Product Supply and Sponsorship Agreement Dated 06/01/2013	\$0.00
Easton Baseball / Softball Inc.	R.C PARTNERS, INC DBA PLAY IT AGAIN SPORTS 3527 SOUTH MAIN STREET ELKHART, IN 46517	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	R.G. JOHNSON CO. 620 WEST MAIN ST. DENMARK, ME 04022	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	R.T SPORTING GOODS 306 N. MAIN GARDEN CITY, KS 67846	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	RABUN, HEATH ADDRESS ON FILE	Independent Sales Rep Agreement Dated 12/09/2013	\$0.00
Bauer Hockey, Inc.	RANDELL, TYLER ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015 plus Amendments	\$0.00
Bauer Hockey Corp.	RAYMOND BOISSONNEAULT ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/14/2013	\$0.00
Easton Baseball / Softball Inc.	RC QUIGGLE INC. D.B.A. Q-SPORT ACTIVEWEAR 8705 EAST AVE. MENTOR, OH 44060	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	RCI ENVIRONNEMENT 9501 BOUL. RAY-LAWSON ANJOU , QC H1J 1L4 CANADA	Environmental Services Dated 12/04/2014	\$830.56
Easton Baseball / Softball Inc.	RECKART, BRAD ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Retail Inc.	RECREATIONAL EQUIPMENT, INC P.O. BOX 1938 SUMMER, WA 98390-0800	Lease Agreement Dated 06/02/2015 plus Amendments	\$0.00
Bauer Hockey, Inc.	REGENTS OF THE UNIVERSITY OF MINNESOTA DEPARTMENT OF INTERCOLLEGIATE ATHLETICS BIERMAN FIELD ATHLETIC BUILDING 516-15TH AVENUE SE MINNEAPOLIS , MN 55455	Product Supply and Sponsorship Agreement Dated 05/01/2016	\$0.00
Bauer Hockey, Inc.	REGENTS OF THE UNIVERSITY OF MINNESOTA DEPARTMENT OF INTERCOLLEGIATE ATHLETICS BIERMAN FIELD ATHLETIC BUILDING 516-15TH AVENUE SE MINNEAPOLIS , MN 55455	Product Supply and Sponsorship Agreement Dated 06/01/2014	\$0.00
Bauer Hockey, Inc.	REIMER, JAMES, C/O HIPCHECK SPORTS MANAGEMENT ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2016	\$0.00
Bauer Hockey, Inc.	REINHART, GRIFFIN, C/O NEWPORT SPORTS MANAGEMENT INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	REMILLARD, KEITH ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/23/2010	\$0.00
Easton Baseball / Softball Inc.	RESOURCES CONNECTION, INC. 17101 ARMSTRONG AVENUE IRVINE, CA 92614	Professional Services Agreement Dated 07/21/2014	\$37,410.00
Easton Baseball / Softball Inc.	RESOURCES CONNECTION, LLC (RGP) 17101 ARMSTRONG AVENUE IRVINE, CA 92614	Professional Services Agreement for RGP Dated 07/21/2014	
Easton Baseball / Softball Inc.	REYNOLDS TEAM SALES 5 CHESHIRE RD., SUITE 12 PITTSFIELD, MA 01201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	REYNOLDS, SUZANNE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 06/04/2012	\$0.00
Easton Baseball / Softball Inc.	RHR CONSULTING, INC. 3435 WILSHIRE BLVD. #1700 LOS ANGELES, CA 91406	Easton Recruiter Agreement Dated 06/17/2015	\$3,931.04
Easton Baseball / Softball Inc.	RICK'S SPORTS, LLC 6363 N. MONROE ST. MONROE, MI 48162	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	RIDGE MEADOWS MINOR HOCKEY ASSOCIATION ATTENTION: DEREK GULLMES P.O. BOX 264 MAPLE RIDGE, BC V2X 7G2 CANADA	Product and Supply Agreement Dated 08/23/2015	\$0.00
Bauer Hockey, Inc.	RIEMSDYK, JAMES VAN ADDRESS ON FILE	Athlete Endorsement Agreement Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	RIEMSDYK, JAMES VAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 07/01/2014	\$0.00
Bauer Hockey, Inc.	RIEMSDYK, JAMES VAN ADDRESS ON FILE	First Amendment to Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	RINALDO, ZAC ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	RING, KENDALL ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 12/17/2010	\$0.00
Bauer Hockey, Inc.	RINKS AT EXETER ATTN: JOHN ST. PIERRE RINKS AT EXETER 40 INDUSTRIAL DRIVE EXETER, NH 03833	Sponsorship Agreement Dated 04/30/2015	\$0.00
Easton Baseball / Softball Inc.	ROBBINS, MARIE SR ASSOCIATE ATHLETICS DIRECTOR SWA UNIVERSITY OF ALABAMA PO BOX 870393 TUSCALOOSA, AL 35487	Sponsorship Agreement Dated 01/01/2017	\$0.00
Bauer Hockey, Inc.	ROBERT HALF MANAGEMENT RESOURCES 1155 ELM STREET 7TH FLOOR MANCHESTER, NH 03101	Tax Accounting Agreement Dated 10/05/2016	\$381.01
Bauer Hockey Corp.	ROBERT HALF MANAGEMENT RESOURCES 1155 ELM STREET 7TH FLOOR MANCHESTER, NH 03101	Staffing Agreement - RHL Dated 10/05/2016	
Bauer Hockey Corp.	ROBERT, NATHALIE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/27/2010	\$0.00
Bauer Hockey, Inc.	ROCHE, PAMELA ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 12/02/2015	\$0.00
Bauer Hockey, Inc.	ROCHESTER INSTITUTE OF TECHNOLOGY DEPARTMENT OF ATHLETICS 51 LOMB MEMORIAL DRIVE ROCHESTER, NY 14623	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	ROCKY MINOR HOCKEY ASSOCIATION ATTENTION: KENDELL LEDIEU, VP BOX 1903 ROCKY MOUNTAIN HOUSE, AB T4T 1B4 CANADA	Team Program Contract Dated 09/10/2014	\$0.00
Bauer Hockey, Inc.	ROGERS CORPORATION ONE TECHNOLOGY DRIVE PO BOX 188 ROGERS, CT 06263	Amended and Restated Supply, Purchase and Promotional Agreement Dated 04/16/2013	\$0.00
BPS Diamond Sports Inc.	ROGOWSKI, CASEY ADDRESS ON FILE	Combat Endorsement Agreement Dated 02/10/2014	\$2,400.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	ROLLA KEY SPORTSHOP, INC 1300 S. BISHOP AVE ROLLA, MO 65401	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	ROMAN, ERIC ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 04/20/2016	\$0.00
Bauer Hockey, Inc.	ROSENTHAL, AMIR ADDRESS ON FILE	Amended Employment Agreement Dated 03/10/2011 plus Amendments	\$0.00
Bauer Hockey, Inc.	ROSENTHAL, AMIR ADDRESS ON FILE	Letter of Termination Dated 10/28/2016	\$0.00
Bauer Hockey, Inc.	ROSSI, LAURA ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 11/08/2003	\$0.00
Bauer Hockey Corp.	ROUZIER, EDOUARD ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 11/30/2015	\$0.00
Easton Baseball / Softball Inc.	ROWE SPORTS COMPLEX DBA A.L.M TEAM SPORTS 6480 TRENTON FRANKLIN ROAD MIDDLETOWN , OH 45042	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	RS ACOUSTICS INC. 25031 AVENUE STANDFORD, SUITE 80 SANTA CLARITA, CA 91355	Proposal for Acoustic Consulting Services Dated 01/06/2016	\$0.00
Performance Sports Group Ltd.	RSM US LLP 80 CITY SQUARE BOSTON , MA 02129	Amendment to Auditing Services Contract Dated 01/22/2016	\$0.00
Bauer Hockey Corp.	RUDD, DAVID ADDRESS ON FILE	Non-Compete Agreement Dated 10/08/2008	\$0.00
Easton Baseball / Softball Inc.	RUNNING RITCHIES, INC 137 SOUTH AVE. TALLMADGE, OH 44278	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	RUSSELL, MATHEW ADDRESS ON FILE	Confidentiality, Non-Comp., Non-Solicitation Agreement Dated 10/13/2016	\$0.00
Bauer Hockey Corp.	RUSSELL, SHAWN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Easton Baseball / Softball Corp.	RUSSELL, SHAWN ADDRESS ON FILE	Independent Sales Rep Agreement Dated 09/05/2014 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	RUTGERS UNIVERSITY ATTN: BRIAN BRECHT HALE CENTER PISCATAWAY, NJ 08854	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Easton Baseball / Softball Inc.	S&S SPORTS CENTER LLC 105 S. MORRISON BLDV. HAMMOND, LA 70403	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SAANICH JR. BRAVES ATTENTION: BRAD COOK, ED GERIC, LAURA PELTIER 4520 WEST SAANICH ROAD VICTORIA , BC V8Z 3E9 CANADA	Team Program Contract Dated 08/26/2015	\$0.00
Bauer Hockey, Inc.	SACRED HEART UNIVERSITY, INC. DEPARTMENT OF ATHLETICS DEPARTMENT ATTENTION CJ MAROTTOLO, MENS HEAD ICE HOCKEY COACH AND/OR THOMAS O'MALLEY, WOMEN'S HEAD ICE HOCKEY COACH 5151 PARK AVENUE FARFIELD , CT 06825	Product Supply and Sponsorship Agreement Dated 06/01/2013	\$0.00
Easton Baseball / Softball Inc.	SAFETY EQUIPMENT INSTITUTE 1307 DOLLEY MADISON BLVD SUITE 3A MCLEAN, VA 22101	Manufacturer's Agreement Dated 01/30/2015	\$10,035.74
Performance Lacrosse Group Inc.	SAFETY EQUIPMENT INSTITUTE 1307 DOLLEY MADISON BLVD. SUITE 3A MCLEAN, VA 22101	NOCSAE Manufacturer's Agreement Dated 12/05/2014	
Performance Lacrosse Group Inc.	SAINT JOSEPH'S UNIVERSITY ATTN: TAYLOR WAY ATHLETIC DEPARTMENT-MEN'S LACROSSE 5600 CITY AVENUE PHILADELPHI, PA 19131	University Sponsorship Agreement Dated 09/21/2015	\$0.00
Bauer Hockey, Inc.	SALESFORCE.COM INC. P.O. BOX 203141 DALLAS, TX 75320-3141	Email Services Agreement Dated 09/07/2016	\$137.95
Easton Baseball / Softball Inc.	SAN DIEGO GOLF EVENTS 7668 EL CAMINO REAL #104-109 CARLSBAD, CA 92009	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	SANDERSON SOURCE FOR SPORTS 56 BROADWAY AVE ORANGEVILLE, ON L9W 1J4 CANADA	2016 Uniform Service Agreement Dated 05/30/2016	\$0.00
Easton Baseball / Softball Inc.	SANDLOT SPORTS, INC. P. O. BOX 1147 MOCKSVILLE, NC 27028	License Agreement Dated 12/20/2006	\$1,921.21
Performance Lacrosse Group Inc.	SANKEY, JOSEPH ADDRESS ON FILE	Athlete Agreement Dated 06/01/2016 plus Amendments	\$1,666.66
Bauer Hockey, Inc.	SANTA BARBARA ICE HAWKS ASSOCIATION CONTACT: JASON NIEMELA ICE IN PARADISE 6985 SANTA FELICIA DRIVE GOLETA, CA 93117	2016 Uniform Service Agreement Dated 04/28/2016	\$0.00
Easton Baseball / Softball Inc.	SANTO SPORT STORE 6312 WEST 111TH STREET CHICAGO RIDGE, IL 60415	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	SAP AMERICA, INC. 3999 WEST CHESTER PIKE NEWTON SQUARE, PA 19073	Licensing Agreement Dated 12/30/2008 plus Amendments	\$0.00
Bauer Hockey Corp.	SASKATCHEWAN HOCKEY ASSOCIATION ATTENTION: KELLY MCCLINTOCK, GENERAL MANAGER #2 S75 PARK STREET REGINA , SK S4N 5B2 CANADA	Product Supply and Sponsorship Agreement Dated 05/01/2014	\$0.00
Bauer Hockey Corp.	SASKATCHEWAN HOCKEY ASSOCIATION ATTENTION: KELLY MCCLINTOCK, GENERAL MANAGER #2 S75 PARK STREET REGINA , SK S4N 5B2 CANADA	Team Program Contract Dated 05/05/2014	\$0.00
Easton Baseball / Softball Inc.	SASSARINI, JERRY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Bauer Hockey, Inc.	SAVOIE, RACHEL ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/07/2015	\$0.00
Bauer Hockey, Inc.	SBISA, LUCA , C/O PRO ICE MANAGEMENT ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey Corp.	SC HERLEA SPORT SRI B-DUL DR. DUMITRESCU VICTOR NR 52 COM. DOBROESTI ILFOV, 77085	Marketing and Distribution Agreement Dated 01/01/2014 plus Amendments	\$0.00
Bauer Hockey Corp.	SC HERLEA SPORT SRL B-DUL DUMITRESCU VICTOR NR. 52 COM. DOBROESTI, ILFOV, 77085 ROMANIA	Marketing and Distribution Agreement (+1 Amendment) Dated 01/01/2008 plus Amendments	\$0.00
Bauer Hockey Corp.	SC HOM SPORT SRL STRASSE LIBERTATII NR. 43 BL MC3, ET. 4, AP. 25 SECTOR 3, 30366 BUCHAREST, ROMANIA	Marketing and Distribution Agreement (+1 Amendment) Dated 01/01/2008 plus Amendments	\$0.00
Bauer Hockey Corp.	SCHANNER EISHOCKEYARTIKEL GMBH & CO. KG KEMPTENERSTRASSE 79C 87629 FUSSEN, GERMANY	Exclusive Distribution Agreement (+ 3 Amendments) Dated 06/01/2005 plus Amendments	\$0.00
Performance Lacrosse Group Inc.	SCHANZ, MICHAEL ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 08/08/2013	\$0.00
Easton Baseball / Softball Inc.	SCHEELS 4550 15TH AVE S FARGO, ND 58103	Easton E-Commerce Agreement Dated 6/1/2015	\$1,500.00
Easton Baseball / Softball Inc.	SCHEELS 4550 15TH AVE S. FARGO, ND 58103	E-Commerce Agreement Dated 06/01/2015	
Easton Baseball / Softball Inc.	SCHEELS 4550 15TH AVE S. FARGO, ND 58103	Online Agreement Dated 06/02/2016	
Bauer Hockey, Inc.	SCHEIFELE, MARK, C/O OCTAGON SPORTS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	SCHERBAK, NIKITA, C/O MFIVE SPORTS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015 plus Amendments	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	SCHOLASTIC SPORTS SALES, LTD. 8195 CAZENOVIA ROAD MANLIUS, NY 13104	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SCHROEDER, JENNIFER ADDRESS ON FILE	Sponsorship Agreement Dated 03/11/2016	\$0.00
Easton Baseball / Softball Inc.	SCHROEDER, JENNIFER ADDRESS ON FILE	Sponsorship Agreement Dated 03/21/2016	\$0.00
Bauer Hockey, Inc.	SCHROEDER, JORDAN ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	SCOFF'S HOCKEY SHOP JASON SCOFFINS 3738 PARKER STREET BURNABY, BC V5C 3B1 CANADA	Fulfillment Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	SCOTT'S SPORTS SUPPLIES, INC 165 POQUONOCK AVE. WINDSOR, CT 06095	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SCOTTS SPORTS SUPPLIES, INC (ILLEGIBLE) 165 POQUONOCK AVE WINDSOR, CT 06095	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SCOTSDALE COMMERCE, LLC 890 HAMPSHIRE RD., SUITE A WESTLAKE VILLAGE, CA 91361	Second Amendment to Standard Industrial/Commercial Single Tenant Lease Dated 07/01/2016 plus Amendments	\$33,349.64
Bauer Hockey Corp.	SCREENSCAPE PO BOX 291 CHARLOTTETOWN, PE C1A 7K4 CANADA	Equipment Lease Agreement Dated 11/10/2014	\$0.00
Bauer Hockey Corp.	SCREENSCAPE PO BOX 291 CHARLOTTETOWN, PE C1A 7K4 CANADA	Misc. Service Contract Dated 03/13/2015	\$0.00
Bauer Hockey Corp.	SCREENSCAPE PO BOX 291 CHARLOTTETOWN, PE C1A 7K4 CANADA	Misc. Service Contract Dated 07/18/2014	\$0.00
Easton Baseball / Softball Inc.	SECURITAS SECURITY SERVICES USA, INC. 2100 S. STATE COLLEGE BLVD ANAHEIM, CA 92806	Amendment to Security Services Agreement Dated 01/17/2016	\$31,504.25
Easton Baseball / Softball Inc.	SECURITAS SECURITY SERVICES USA, INC. 2100 S. STATE COLLEGE BLVD ANAHEIM, CA 92806	Second Amendment to Security Services Agreement Dated 11/23/2015	
Easton Baseball / Softball Inc.	SECURITAS SECURITY SERVICES USA, INC. 2100 S. STATE COLLEGE BLVD ANAHEIM, CA 92806	Security Services Contract Dated 01/23/2014	
Easton Baseball / Softball Inc.	SECURITY OF LOS ANGELES 7916 AJAY DRIVE SUN VALLEY, CA 91325	Commercial Purchase Monitoring & Service Agreement Dated 04/18/2016	\$980.91
Easton Baseball / Softball Inc.	SECURITY OF LOS ANGELES 7916 AJAY DRIVE SUN VALLEY, CA 91352	Elevator Service Agreement Dated 06/24/2016	
Easton Baseball / Softball Inc.	SECURITY OF LOS ANGELES 7916 AJAY DRIVE SUN VALLEY, CA 91352	Fire Alarm System Service Agreement Dated 07/08/2016	
Easton Baseball / Softball Inc.	SECURITY SPORTING GOODS 2220 MEMORIAL DRIVE ALEXANDRIA, LA 71301	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	SEGAL, KIMBERLY ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 11/25/2007	\$0.00
Bauer Hockey Corp.	SEGUIN, ALEXIS ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 12/06/2011	\$0.00
Bauer Hockey, Inc.	SEIDENBERG, DENNIS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	SEILER, PAUL V. ADDRESS ON FILE	Testing Agreement	\$0.00
Easton Baseball / Softball Inc.	SELECT STAFFING P. O. BOX 512007 LOS ANGELES, CA 90051-0007	Easton Recruiter Agreement Dated 08/29/2014	\$20,311.30
Bauer Hockey Corp.	SEMINAIRE SAINT-JOSEPH ATTENTION: KEVIN DESROCHERS, PROGRAM COORDINATOR 1687 BOULEVARD DU CARMEL TROIS-RIVIERES, QC G8Z 3R8 CANADA	Team Program Contract Dated 05/14/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	SENAS, COURTNEY ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
BPS Diamond Sports Inc.	SENAS, COURTNEY ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
Bauer Hockey Corp.	SERVICES FINANCIERS XEROX CANADA LTEE 5650 RUE YONGE TORONTO, ONTARIO, M2M 4G7 CANADA	Credit-Lease Contract Dated 01/20/2015	\$0.00
Easton Baseball / Softball Inc.	SEWICKLEY SPORTING GOODS, LLC 516 INGLESIDE AVE SEWICKLEY, PA 15143	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	SEYMOUR, LESLIE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 01/27/2014	\$0.00
Bauer Hockey Corp.	SHANGHAI SUPERIOR SPORTS CO. LTD. NO. 1 HUA CHANG ROAD HUAXIN TOWN QUIGPU COUNTY SHANGHAI, 201708 CHINA	Agreement for the Purchase of Specified Product Dated 09/18/2002	\$0.00
Bauer Hockey Corp.	SHARP ELECTRONICS OF CANADA ATTN: KATE DEWAR 335 BRITANNIA RD E MISSISSAUGA, ONTARIO, L4Z 1W9 CANADA	Lease Agreement - Sharp	\$0.00
Bauer Hockey, Inc.	SHAW, MATT ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 02/15/2015	\$0.00
Easton Baseball / Softball Inc.	SHELDON, ADAM ADDRESS ON FILE	Consulting Agreement Dated 05/09/2016	\$0.00
Bauer Hockey Corp.	SHERIFFS AAA SUD-OUEST ATTENTION: ALEXANDRE RENAUD	Team Program Contract Dated 08/19/2014	\$0.00
Bauer Hockey Corp.	SHERRY, KEVIN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Bauer Hockey, Inc.	SHINKARUK, HUNTER ADDRESS ON FILE	Endorsement Agreement Dated 09/01/2015	\$0.00
BPS Diamond Sports Inc.	SHIPMAN, MADISON ADDRESS ON FILE	Combat Endorsement Agreement Dated 04/01/2015	\$0.00
Bauer Hockey, Inc.	SHRED-IT USA - BOSTON P.O. BOX 13574 NEW YORK, NY 10087-3574	Document Disposal Agreement Dated 03/20/2014	\$230.72
Bauer Hockey Corp.	SIA HOKEJA PASAULE ATTENTION: ATIS SILVANIENIS RUSINA STR. LA LV-1003 RIGA, LATVIA	Marketing and Distribution Agreement Dated 01/01/2009 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	SIEVERT'S SPORTING GOODS, INC. 4804 ST HWY 30 AMSTERDAM, NY 12010	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SILA LTD. P.O. BOX 15266 NEW LYNN, AUCKLAND, NEW ZEALAND	Second Amendment to Marketing and Distribution Agreement Dated 09/22/2015 plus Amendments	\$0.00
Bauer Hockey, Inc.	SILFVERBERG, JAKOB, C/O TITAN SPORTS MANAGEMENT INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Performance Lacrosse Group Inc.	SIMMONS, KEVIN ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/28/2012	\$0.00
Bauer Hockey, Inc.	SITCORE USA, INC. 2320 MARLINSHIP WAY SAUSALITO, CA 94965	Licensing Invoice Dated 02/03/2016	\$0.00
Performance Lacrosse Group Inc.	SKALLY, NICHOLAS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 04/06/2016	\$0.00
Bauer Hockey Corp.	SKATE PRO INTERNATIONAL CO., LTD. #20 AIGUO EAST RD TAIPEI, 00100 TAIWAN	Marketing and Distribution Agreement (+ 2nd Amendment) Dated 01/01/2006 plus Amendments	\$0.00
Bauer Hockey Corp.	SKATE SAFARI (PTY) LTD. P.O. BOX 2174 CRESTA, 02118 SOUTH AFRICA	Marketing and Distribution Agreement Dated 09/01/2013	\$0.00
Easton Baseball / Softball Inc.	SKELTON, WES ADDRESS ON FILE	Amendment to Existing Sponsorship Agreement Dated 09/09/2013	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	SLIDE SPORTS S.L. J. AMSLEM CLAVE, 35 ES08950 ESPLUGUES DE LLOBREGAT BARCELONA, SPAIN	Fifth Amendment to Marketing and Distribution Agreement Dated 10/02/2015 plus Amendments	\$0.00
Easton Baseball / Softball Corp.	SLO-PITCH NATIONAL SOFTBALL INC. 63 GALAXY BLVD #4 TORONTO, ON M9W 5R7 CANADA	Sponsorship/Partnership Agreement Dated 05/01/2015	\$16,950.00
Easton Baseball / Softball Inc.	SMASH SPORTS LLC D.B.A FALLOUT SPORTS 212 N. CRAWFORD AVE. NORMAN, OK 73069	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SMIEGOCKI, JOE ADDRESS ON FILE	Amendment of Existing Sponsorship Agreement Dated 09/09/2013	\$0.00
Bauer Hockey, Inc.	SMITH, MATT ADDRESS ON FILE	Letter of Termination Dated 08/05/2016	\$0.00
Bauer Hockey, Inc.	SMITH, MATTHEW ADDRESS ON FILE	Amended Employment Agreement Dated 03/09/2011 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	SMKJC, LLC D.B.A. PLAY IT AGAIN SPORTS 4409 N KICKAPOO #117 SHAWNEE, OK 74801	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SNYDER, RANDY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/17/2013	\$0.00
Easton Baseball / Softball Corp.	SOFTBALL CANADA 223 COLONNADE ROAD SUITE 212 OTTAWA , ON K2E 7K3 CANADA	Sponsorship Agreement Dated 02/01/2016	\$0.00
Easton Baseball / Softball Inc.	SOFTBALL FANS, HARDBALL FANS, SPORTS ONLY 3433 MIDLINK DR KALAMAZOO, MI 49048	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SOLIDXPERS 10 000 HENRI-BOURASSA OUEST SAINT-LAURENT, QUEBEC, H4S 1R5 CANADA	Proposed Purchase Contract (French) Dated 09/12/2016	\$0.00
Performance Sports Group Ltd.	SOLIUM CAPITAL LLC 222 S. MILL AVENUE SUITE 424 TEMPE, AZ 85281	Services Access Agreement Dated 03/11/2015 plus Amendments	\$4,120.32
Bauer Hockey, Inc.	SONITROL 30 FAIRBANKS #114 IRVINE, CA 92618	Client Agreement Dated 12/01/2015	\$219.01
Easton Baseball / Softball Inc.	SORRENTINO'S SPORTS CTR, INC 2330 SHERIDAN DR. TONAWANDA, NY 14150	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SOSA, KARLA ADDRESS ON FILE	Le Present Document constitue une entente de non-concurrence, de non-solicitation et de confidentialite	\$0.00
Easton Baseball / Softball Inc.	SOUTH JERSEY BULBEW, INC 228 HARMONY ROAD MICKLETON, NJ 08056	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SOUTHERN TIER ADMIRALS ATTENTION: DOUG THOMPSON, PRESIDENT 501 KING STREET PO BOX 302 WELLAND, ON L3B 3K4 CANADA	Team Program Contract Dated 02/26/2015	\$0.00
Bauer Hockey Corp.	SOUTHSIDE ATHLETIC CLUB 4250 91A ST NW EDMONTON, AB T6E 5V2 CANADA	Team Program Contract Dated 06/10/2014	\$0.00
Bauer Hockey, Inc.	SPALING, NICK ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Corp.	SPARROW OUTFITTERS ADDRESS ON FILE	Independent Sales Rep Agreement Dated 04/10/2014 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	SPARTAN SPORTING GOODS, INC 113 APPALACHIAN DRIVE BECKLEY, WV 25801	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPC SPORTS, INC. 9431 MENTOR AVE MENTOR, OH 44060	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	SPORT MASKA INC. DBA REEBOK-CCM HOCKEY 3400 RAYMOND-LASNIER SAINT-LAURENT, QUEBEC, H4R 3L3 CANADA	Settlement Agreement Dated 08/22/2016	\$0.00
Easton Baseball / Softball Inc.	SPORTS ACCESSORIES, INC 250 N SOLANO DRIVE LAS CRUCES, NM 88001	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPORTS DEPOT, INC 160. 08 CROSSBAY BLVD. HOWARD BEACH, NY 11414	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Corp.	SPORTS DISTRIBUTORS OF CANADA LIMITED 1187 KING ROAD BURLINGTON , ON L7T 0B7 CANADA	Confidential Supplier Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	SPORTS EXPERT 340 BROADWAY HILLSDALE, NJ 07642	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPORTS SPECIALTIES, INC 50 S. GLENWOOD AVENUE CLIFTON HEIGHTS, PA 19018	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPORTS UNLIMITED INC 346 GODSHALL DRIVE HARLEYSVILLE, PA 19438	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	SPORTS-AUX PUCE ST-JEROME MARIE-PIER BELANGER 8 BLVD. DE LA SALETTE #120 SAINT-JEROME, QC J7Y 5C8 CANADA	2016 Uniform Service Agreement Dated 03/01/2016	\$0.00
Bauer Hockey Corp.	SPORTSMODE CC P.O. BOX 1647 CRESTA, 02118 SOUTH AFRICA	Marketing and Distribution Agreement (+2 Amendments) Dated 01/01/2006	\$0.00
Easton Baseball / Softball Inc.	SPORTSXPRESS 956 E. MAIN ST. RAVENNA, OH 44266	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SPORTWORLD 17 SOUTH PLAINFIELD AVE SOUTH PLAINFIELD, NJ 07080	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	SPRINGER, MICHAEL ADDRESS ON FILE	Amended Employment Agreement Dated 02/10/2014	\$0.00
Easton Baseball / Softball Inc.	SPS COMMERCE 333 SOUTH SEVENTH STREET SUITE 1000 MINNEAPOLIS , MN 55402	Supplier Performance Analytics Agreement Dated 08/15/2016	\$26,773.35
Easton Baseball / Softball Inc.	SPS COMMERCE INC. 333 SOUTH SEVENTH STREET SUITE 1000 MINNEAPOLIS, MN 55402	SPS Scope and Proposal: Supplier Performance Analytics Dated 08/22/2016	
Bauer Hockey, Inc.	SPS COMMERCE, INC. 33 SOUTH SEVENTH STREET SUITE 1000 MINNEAPOLIS , MN 55402	SPS Monthly Subscription Fee Schedule Dated 09/27/2016	
Bauer Hockey Corp.	ST. ALBERT MINOR HOCKEY ASSOCIATION ATTENTION: DAVE BELL, PRESIDENT 66 HEBERT RD ST ALBERT, AB T8N 2X9 CANADA	Team Program Contract Dated 03/28/2014	\$0.00
Bauer Hockey Corp.	ST. ALBERT SOURCE FOR SPORT 10 - 580 ST. ALBERT ROAD ST. ALBERT, AB T8N 6M9 CANADA	Team Program Contract Dated 03/28/2014	\$0.00
Bauer Hockey Corp.	ST. CATHARINE'S FEMALE HOCKEY ASSOCIATION ATTENTION: CHRISTINE BAGGS 240 ST. PAUL STREET WEST ST. CATHARINE'S , ON L2S 2E7 CANADA	Team Program Contract Dated 10/09/2014 plus Amendments	\$0.00
Bauer Hockey, Inc.	ST. PIERRE, AMY ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 04/13/2015	\$0.00
Easton Baseball / Softball Inc.	STANFORD UNIVERSITY 450 SERRA MALL STANFORD, CA 94305	Sponsorship Agreement Dated 08/01/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	STATELINE SPORTS LLC 22 BRIDGE ST. WEST LEBANON, NH 03784	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	STEBARCO ENTERPRISES, INC DBA PLAY IT AGAIN SPORTS 931 W 75TH STREET - SUITE 185 NAPERVILLE, IL 60565	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	STEEL CITY SELECT BASEBALL LLC (BLANK) 304 WARRENDALE ROAD WEXFORD, PA 15090	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	STEEL CITY SELECT BASEBALL, LLC 2989 ELFINWILD RD ALLISON PARK, PA 15101	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	STEELE, CAROLYN ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/12/2016	\$0.00
Bauer Hockey, Inc.	STEWART, JAMES ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 12/15/2015	\$0.00
Easton Baseball / Softball Inc.	STICK & BALL AT THE MALL, LLC 4545 TRANSIT ROAD SUITE 640 WILLIAMSVILLE, NY 14221	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	ST-MICHEL, MAXIME ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 07/01/2015	\$0.00
Bauer Hockey Corp.	STODDART AGENCY ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Bauer Hockey Corp.	STOREY, JEFF ADDRESS ON FILE	Non-Competition, Non-solicitation and Confidentiality Agreement Dated 10/22/2015	\$0.00
Easton Baseball / Softball Inc.	SUPERIOR SPORTS DBA PLAY IT AGAIN SPORTS 8923 S. MERIDIAN ST. STE B2 INDIANAPOLIS, IN 46217	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	SURANGEL AND SONS COMPANY SURANGEL AND SONS BLDG. PO BOX 295 KOROR, 96940 PALAU	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	SUTTER, BRANDON, C/O NEWPORT SPORTS MANAGEMENT INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	SUTTON, STEVE ADDRESS ON FILE	Independent Sales Rep Agreement Dated 12/09/2013	\$0.00
Performance Lacrosse Group Inc.	SWEENEY, KYLE ADDRESS ON FILE	Athlete Endorsement Agreement Dated 04/01/2016	\$0.00
Performance Lacrosse Group Inc.	SWEENEY, PATRICK ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 01/11/2016	\$0.00
Easton Baseball / Softball Inc.	SYNDICATEBLEU 10100 SANTA MONICA BLVD. SUITE 900 LOS ANGELES, CA 90067	Easton Recruiter Agreement Dated 01/01/2016	\$0.00
Performance Lacrosse Group Inc.	SYRACUSE UNIVERSITY ATTN: JOHN DESKO MANLEY FIELD HOUSE SYRACUSE, NY 13244-5020	University Sponsorship Agreement Dated 08/16/2012	\$0.00
Easton Baseball / Softball Inc.	T&S SPORTS INC 611 WEST NORTHLAND AVE. APPELTON, WI 54911	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	T3 REALTY ADVISORS LLC ONE MARINA PARK DRIVE, SUITE 315 BOSTON, MA 02210	Real Estate Services Agreement Dated 07/01/2016	\$0.00
Bauer Hockey Corp.	TAIT, STEPHEN ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013	\$0.00
Easton Baseball / Softball Inc.	TAKA SPORTS 9353 CLAIREMONT MESA BLVD. SUITE C SAN DIEGO, CA 92123	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	TANEV, CHRIS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	TAXWARE LLC 200 BALLARDVALE STREET, BUILDING 1, 4TH FLOOR WILMINGTON, MA 01887	Master License and Services Agreement Dated 11/21/2014	\$0.00
Bauer Hockey Corp.	TAYLOR, BRIAN ADDRESS ON FILE	Termination Notice and Severance Offer Dated 08/02/2016	\$0.00
Bauer Hockey, Inc.	TAYLOR, NADIA ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00
BPS Diamond Sports Inc.	TAYLOR, NADIA ADDRESS ON FILE	Endorsement Agreement Dated 06/09/2016	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	TBS THE TEAM & CORPORATE 6 - 6013 48 AVENE RED DEER, AB T4N 3V5 CANADA	Team Program Contract Dated 09/10/2014	\$0.00
Easton Baseball / Softball Inc.	TE LELAND STANFORD JUNIOR UNIVERSITY 450 SERRA MALL STANFORD, CA 94305	Sponsorship Agreement Dated 08/01/2016	\$0.00
Easton Baseball / Softball Inc.	TEAM SPORTING GOODS, INC 317 E. 29TH STREET - PO BOX 482 MARSHFIELD, WI 54449	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	TELEPACIFIC COMMUNICATIONS 515 S FLOWER ST, 47TH FLOOR LOS ANGELES, CA 90071	Service Agreement Dated 03/29/2016	\$459.60
Easton Baseball / Softball Inc.	TEMPSTAFF CO. LTD. 2-1-1 YOYOGI SHIBUYA-KU TOKYO, 151-0053 JAPAN	Temp. Staffing Agreement Dated 03/04/2016	\$0.00
Bauer Hockey, Inc.	TEPLITSKY, TYSON ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 05/12/2016	\$0.00
Easton Baseball / Softball Inc.	TEXAS A&M UNIVERSITY SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER TAMU 1181 ATTN ERIC HYMAN, DIRECTOR OF ATHLETICS COLLEGE STATION, TX 77843	Licensing Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	TEXAS SLUGGERS, LLC PO BOX 271326 FLOWER MOUND, TX 75027	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	THE ENTHUSIAST NETWORK 2052 CORTE DEL NOGAL CARLSBAD , CA 92011	The Enthusiast Network Advertising Order Dated 06/01/2016	\$0.00
Performance Lacrosse Group Inc.	THE NATIONAL OPERATING COMMITTEE ON STANDARDS FOR ATHLETICS EQUIPMENT C/O MICHAEL OLIVER 11020 KING STREET SUITE 215 OVERLAND PARK, KS 66210	Manufacturer's License Agreement Dated 08/05/2015	\$0.00
Bauer Hockey, Inc.	THE OHIO STATE UNIVERSITY DEPARTMENT OF ATHLETICS B106 RECREATION AND PHYSICAL ACTIVITY CENTER 337 WEST 17TH AVENUE COLUMBUS , OH 43210	Product Supply and Sponsorship Agreement Dated 06/15/2016	\$0.00
Performance Lacrosse Group Inc.	THE PENNSYLVANIA STATE UNIVERSITY 101 BRYCE JORDAN CENTER UNIVERSITY PARK , PA 16802	Product Supply Agreement Dated 11/07/2014	\$0.00
Bauer Hockey, Inc.	THE PENNSYLVANIA STATE UNIVERSITY DEPARTMENT OF INTERCOLLEGIATE ATHLETICS 110 BRYCE JORDAN CENTER UNIVERSITY PARK , PA 16802	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Easton Baseball / Softball Inc.	THE REAPER'S DEN 11009 BITTERSWEET CT. ELLICOTT CITY, MD 21042	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	THE SPORTS COMPANY 208 WYECROFT ROAD UNIT #20 ATTENTION: CHRIS GILMORE OAKVILLE, ON L6K 3T8 CANADA	Amendment to Sales Agency Agreement Dated 09/30/2016 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	THE SPORTS CONNECTION CORPORATION 19 N. COUNTRY LANE RD. JACKSON, NJ 08527	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	THE SPORTS LOCKER 711 WEST STATE ST. OLEAN, NY 14760	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	THE UNIVERSITY OF PENNSYLVANIA MEN'S ICE HOCKEY TEAM ATTENTION: DYLAN SI, TEAM VP 3130 WALNUT ST. PHILADELPHIA, PA 19104	Team Program Contract Dated 12/04/2013	\$0.00
Bauer Hockey Corp.	THE WELLNESS CORPORATION 512 MAIN STREET SHREWSBURY, MA 01545	Wellness Work-Life Program Contract Dated 01/01/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	THE WINNING EDGE, INC 221 ROUGH PLACE DR. ROCHESTER, IN 46975	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	THIRDCHANNEL, INC. ONE KENDALL SQUARE CAMBRIDGE, MA 02139	ThirdChannel Master Services Agreement Dated 02/26/2016 plus Statement of Work	\$0.00
Performance Lacrosse Group Inc.	THOMPSON, MILES ADDRESS ON FILE	Athlete Agreement Dated 05/20/2014	\$0.00
Bauer Hockey, Inc.	THORNE, MICHAEL ADDRESS ON FILE	Independent Contractor Agreement Dated 08/04/2016	\$0.00
Easton Baseball / Softball Inc.	THUNDERSTICK - POMILIA, GINO ADDRESS ON FILE	Exclusive License Agreement Dated 2/27/1980	\$2,199.00
Easton Baseball / Softball Inc.	THUNDERSTICK - ENDRISS, ALBERT J. ADDRESS ON FILE	Exclusive License Agreement Dated 2/27/1980	
Easton Baseball / Softball Inc.	THUNDERSTICK - FIRENZI - VAUGHT, DONNA ADDRESS ON FILE	Exclusive License Agreement Dated 2/27/1980	
Bauer Hockey, Inc.	TOBBE, JENNIFER ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/28/2012	\$0.00
Bauer Hockey, Inc.	TOBBE, JENNIFER ADDRESS ON FILE	Letter of Termination	\$0.00
Easton Baseball / Softball Inc.	TODD & MOORE, INC 620 HUGER ST COLUMBIA, SC 29201	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	TOEWS, JONATHAN, C/O CAA SPORTS LLC ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	TOLEDO PHYSICAL EDUCATION SUPPLY INC 5101 ADVANTAGE DR. TOLEDO, OH 43612	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
BPS Diamond Sports Inc.	TOMAN, DARA ADDRESS ON FILE	Endorsement Agreement Dated 06/01/2014	\$2,166.33
Bauer Hockey Corp.	TOP GUNS HOCKEY PO BOX 43144 DEER VALLEY RPO CALGARY, AB T2J 7A7 CANADA	Product and Supply Agreement Dated 03/01/2013	\$0.00
Easton Baseball / Softball Inc.	TOP SHELF SPORTS, LLC DBA PLAY IT AGAIN SPORTS 3115 W. PARKER ROAD, SUITE 470 PLANO, TX 75023	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Performance Lacrosse Group Inc.	TOWSON UNIVERSITY 8000 YORK RD. TOWSON, MD 21252	University Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	TRANSLATIONS.COM ATTN: ALAN MAJ 150 NORTH MICHIGAN AVENUE SUITE 725 CHICAGO, IL 60601	OneLink Software License Agreement Dated 07/07/2014	\$0.00
Bauer Hockey Corp.	TREMBLAY, JEAN-FRANCOIS ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 09/22/2014	\$0.00
Bauer Hockey Corp.	TREMPE, GERALD ADDRESS ON FILE	Non-compete, Non-Solicitation, NDA Dated 10/27/2010	\$0.00
Easton Baseball / Softball Inc.	TRIAD SYSTEMS INTERNATIONAL 23801 CALABASAS ROAD SUITE 2022 CALABASAS, CA 91302	Easton Labor Services Agreement for Triad Dated 08/26/2014	\$0.00
Easton Baseball / Softball Inc.	TRIANGLE BASEBALL ACADEMY, INC 4500 WESTERN BLVD SUITE 100 RALEIGH, NC 27606	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	TRICOT MONDIAL INC., DBA BULLETIN SPORTS GROUP 490 MONTPELLIER BLVD. SAINT-LAURENT, QUEBEC, H4N 2G7 CANADA	Settlement Agreement Dated 08/22/2016	\$0.00
Easton Baseball / Softball Inc.	TRIPLE C ALLIANCE LLC DBA D-BAT WACO 7524 BOSQUE BLVD. SUITE H WACO, TX 76712	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	TROHA, TINE ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 05/27/2014	\$0.00
Bauer Hockey Corp.	TROTTIER, MAXIME ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 08/27/2010	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	TROY UNIVERSITY ATHLETICS DEPARTMENT TINE DAVIS FIELDHOUSE 5000 VETERANS STADIUM DRIVE ATTN HELEN SHIREY TROY, AL 36082	Licensing Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	TRUE, DAVID C., JR. ADDRESS ON FILE	Independent Sales Representative Agreement Dated 04/17/2014	\$10,558.80
Bauer Hockey, Inc.	TRUSTEES OF BOSTON COLLEGE 140 COMMONWEALTH AVE CHESTNUT HILL, MA 02467	Product Supply and Sponsorship Agreement Dated 06/01/2010 plus Amendments	\$0.00
Bauer Hockey, Inc.	TSG-SG ACQUISITION, LLC 89 CROSS STREET HOLLISTON, MA 01746	Security Agreement Dated 09/30/2015	\$0.00
Bauer Hockey, Inc.	TSG-TH ACQUISITION, LLC 89 CROSS STREET HOLLISTON, MA 01746	Security Agreement Dated 08/05/2016	\$0.00
Performance Lacrosse Group Inc.	TUCKER, RYAN ADDRESS ON FILE	Athlete Endorsement Agreement Dated 08/01/2016	\$0.00
Bauer Hockey Corp.	TUEXEDO SOURCE FOR SPORTS. 2520 CENTRE ST N CALGARY, AB T2E 2V2 CANADA	Product and Supply Agreement Dated 12/17/2013	\$0.00
Bauer Hockey, Inc.	TURRIS, KYLE , C/O KO SPORTS INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	TYLERTOWN SPORTS CENTER, INC 807 BEULAH AVE. TYLERTOWN, MS 39667	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	TYMOWSKI, CATHERINE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 03/15/2016	\$0.00
Easton Baseball / Softball Inc.	UAA INTERCOLLEGIATE ATHLETICS ATTN MIKE SPIEGLER 121 GALE LEMERAND DRIVE GAINESVILLE, FL 32611	Sponsorship Agreement Dated 07/01/2015	\$0.00
Easton Baseball / Softball Inc.	UL LLC 333 PFINGSTEN ROAD NORTHBROOK, IL 60062	Global Services Agreement Dated 02/12/2016	\$0.00
Easton Baseball / Softball Inc.	UL LLC 333 PFINGSTEN ROAD NORTHBROOK, IL 60062	Quotation for Services Dated 02/11/2016	\$0.00
Easton Baseball / Softball Inc.	UMSCHEID, MIKE ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00
Bauer Hockey, Inc.	UNIFIRST CORPORATION 430 RIVERSIDE INDUSTRIAL PARKWAY PORTLAND, ME 04103	UniFirst Customer Service Agreement Dated 03/29/2011	\$186.05
Bauer Hockey, Inc.	UNION COLLEGE DEPARTMENT OF ATHLETICS ACHILLES RINK SCHENECTADY, NY 12308	Product Supply and Sponsorship Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	UNISOURCE SOLUTIONS 8350 REX ROAD POCO RIVIERA, CA 90660	Purchase Contract Proposal Dated 04/26/2016	\$12,489.36
Bauer Hockey Corp.	UNITED CYCLE SOURCE FOR SPORTS 10323-78 AVENUE EDMONTON, AB T6E 1N8 CANADA	Team Program Contract Dated 06/10/2014	\$0.00
Performance Sports Group Ltd.	UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY ATLANTA, GA 30328	Incentive Program Agreement plus Amendments	\$0.00
Easton Baseball / Softball Inc.	UNITED STATES BASBALL FEDERATION 1030 SWABIA COURT SUITE 201 DURHAM, NC 27703	USA Baseball Youth Bat Performance Standard TM License Agreement	\$0.00
Easton Baseball / Softball Inc.	UNITED STATES SPECIALTY SPORTS ASSOCIATION ATTN: EXECUTIVE DIRECTOR 611 LINE DRIVE KISSIMMEE, FL 34733	Sponsorship Agreement Dated 01/01/2014	\$271,074.00
Easton Baseball / Softball Inc.	UNITED STATES SPECIALY SPORTS ASSOCIATION INC ATTN EXECUTIVE DIRECTOR 611 LINE DRIVE KISSIMMEE, FL 34744	Sponsorship Agreement Dated 01/01/2014	

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	UNITED STEELWORKERS, UNION LOCAL 967 ADDRESS ON FILE	Collective Agreement - United Steelworkers Dated 12/01/2012	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY ATHLETIC ASSOCIATION INTERCOLLEGIATE ATHLETICS ATTN MIKE SPIEGLER 121 GALE LEMERAND DRIVE GAINESVILLE, FL 32611	Sponsorship Agreement Dated 07/01/2015	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF ALABAMA ATTN: MARIE ROBBINS, SR. ASSOCIATE ATHLETICS DIRECTOR UNIVERSITY OF ALABAMA P.O. BOX 870393 TUSCALOOSA, AL 35487-0393	Sponsorship Agreement Dated 01/01/2017	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN JOHN JENTZ 325 WESTWOOD PLAZA LOS ANGELES , CA 90095	Licensing Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN DAWN HOWARD 115 HAAS PAVILION 4422 BERKELEY, CA 94720	Sponsorship Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN DAWN WHALIN 115 HAAS PAVILION #4422 BERKELEY, CA 94720	Sponsorship Agreement Dated 01/01/2010	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN JOHN JENTZ 325 WESTWOOD PLAZA LOS ANGELES , CA 90095	Sponsorship Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA INTERCOLLEGIATE ATHLETICS ATTN RENEE MCLEAN 2205E ICA BUILDING 243 SANTA BARBARA, CA 93106	Sponsorship Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA AT SANTA BARBARA UNIVERSITY OF CALIFORNIA, SANTA BARBARA INTERCOLLEGIATE ATHLETICS ATTN: RENEE MCLEAN 2205E ICA, BLDG 243 SANTA BARBARA, CA 93106	Sponsorship Agreement Dated 01/01/2016	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF CALIFORNIA, BERKELEY INTERCOLLEGIATE ATHLETICS ATTN: DAWN HOWARD 115 HAAS PAVILLION #4422 BERKELEY , CA 94720	Sponsorship Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF HAWAII ATTN: MR. CARL CLAPP DEP'T OF ATHLETICS UNIVERSITY OF HAWAI'I AT MANOA 1337 LOWER CAMPUS ROAD HONOLULU, HI 96822	Sponsorship Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF HAWAII OFFICE OF INTERCOLLEGIATE ATHLETICS 1337 LOWER CAMPUS ROAD ATTN MIKE TRAPASSO HONOLULU, HI 96822	Sponsorship Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF HAWAII AT MANOA OFFICE OF INTERCOLLEGIATE ATHLETICS 1337 LOWER CAMPUS ROAD ATTN: MIKE TRAPASSO HONOLULU, HI 96822	Sponsorship Agreement Dated 01/01/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Performance Lacrosse Group Inc.	UNIVERSITY OF MARYLAND ATTN: JOHN TILLMAN DEPARTMENT OF INTERCOLLEGIATE ATHLETICS - MEN'S LACROSSE XFINITY CENTER TERRAPIN TRAIL COLLEGE PARK, MD 20742	University Sponsorship Agreement Dated 08/19/2015	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF MASSACHUSETTS INTERCOLLEGIATE ATHLETICS ATTN KRISTI STEFANONI 308 MULLINS AMHERST , MA 01003	Sponsorship Agreement Dated 08/01/2014	\$0.00
Bauer Hockey, Inc.	UNIVERSITY OF MASSACHUSETTS LOWELL 1 UNIVERSITY AVE. LOWELL, MA 01852	Partnership with UMass Lowell Dated 07/01/2014	\$0.00
Performance Lacrosse Group Inc.	UNIVERSITY OF MICHIGAN 500 STATE ST. ANN ARBOR, MI 48109	University Sponsorship Agreement Dated 08/29/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF MINNESOTA INTERCOLLEGIATE ATHLETICS ATTN TOM MCGINNIS 270 BFAB 516 15TH AVENUE MINNEAPOLIS, MN 55455	Licensing Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF MISSISSIPPI PO BOX 1848 UNIVERSITY, MS 38677-0249	Sponsorship Agreement Dated 07/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF MISSISSIPPI PO BOX 1848 UNIVERSITY, MS 38677-0249	Sponsorship Agreement Dated 07/01/2014	\$0.00
Bauer Hockey, Inc.	UNIVERSITY OF NEBRASKA-OMAHA DEPARTMENT OF ATHLETICS DEPARTMENT ATTN: MEN'S ICE HOCKEY COACH 6001 DODGE STREET OMAHA, NE 68182	Product Supply and Sponsorship Agreement Dated 05/01/2015	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF NEVADA, RENO ATTN: TJ BRUCE, HEAD BASEBALL COACH LEGACY HALL/232 RENO, NV 89557	Sponsorship Agreement Dated 03/09/2016	\$0.00
Bauer Hockey, Inc.	UNIVERSITY OF NEW HAMPSHIRE DEPARTMENT OF ATHLETICS ATTN: ICE HOCKEY DEPT. 128 MAIN ST., DURHAM, NH 03824	Product and Supply Sponsorship Agreement Dated 07/12/2013	\$0.00
Bauer Hockey, Inc.	UNIVERSITY OF PITTSBURGH OFFICE OF RESEARCH 123 UNIVERSITY PLACE, LOWER LOBBY PITTSBURGH, PA 15213	Clinical Study Agreement Dated 08/03/2012	\$0.00
Bauer Hockey Corp.	UNIVERSITY OF REGINA COUGARS 3737 WASCANA PKWY REGINA, SK S4S 0A2 CANADA	Team Program Contract Dated 03/01/2014	\$0.00
Performance Lacrosse Group Inc.	UNIVERSITY OF RICHMOND ATTN: DAN CHEMOTTI ROBINS CENTER RICHMOND, VA 23173	University Sponsorship Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF SOUTHERN MISSISSIPPI 118 COLLEGE DRIVE #5104 HATTIESBURG, MS 39406-0001	Licensing Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF SOUTHERN MISSISSIPPI 118 COLLEGE DRIVE #5104 HATTIESBURG, MS 39406-0001	Sponsorship Agreement Dated 01/01/2014	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF TEXAS AT AUSTIN VICE PRESIDENT FOR LEGAL AFFAIRS PO BOX R AUSTIN , TX 78713	Sponsorship Agreement Dated 09/01/2010	\$0.00
Easton Baseball / Softball Inc.	UNIVERSITY OF THE PACIFIC 3601 PACIFIC AVE STOCKTON, CA 95211	Sponsorship Agreement Dated 08/01/2015	\$0.00
Easton Baseball / Softball Inc.	UPPER DECK, INC DBA UPPER DECK SPORTS PO BOX 641 HUNTERSVILLE, NC 28070	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	UPS FREIGHT P.O. BOX 1216 RICHMOND, VA 23218-1216	Statement of Agreed Pricing Dated 09/01/2015	\$37,605.96
Performance Lacrosse Group Inc.	UR BEST RESORT, INC. C/O ANDERSON BARNEY REAL ESTATE MANAGEMENT PO BOX 2097 SYRACUSE, NY 13220	Commercial Building Lease Dated 06/01/2011 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	DINSMORE & SHOHL LLP KAREN KREIDER GRANT 255 E. FIFTH STREET SUITE 1900 CINCINNATI, OH 45202	Testing Agreement for Bats	\$865.00
BPS Diamond Sports Inc.	USA BASEBALL 1030 SWABIA COURT SUITE 201 ATTN: PAUL V. SEILER DURHAM, NC 27703	Memorandum of Understanding Re Bat Certification Dated 06/22/2015	
Easton Baseball / Softball Inc.	USA BASEBALL 1030 SWABIA COURT SUITE 201 ATTN: PAUL V. SEILER DURHAM, NC 27703	Testing Agreement for Bats	
Easton Baseball / Softball Inc.	USA BASEBALL ATTN: PAUL V. SELLER 1030 SWABIA COURT SUITE 201 DURHAM, NC 27703	Memo of Understanding 04/15/15 Dated 01/01/2018	
Bauer Hockey, Inc.	USA HOCKEY INC 1775 BOB JOHNSON ROAD COLORADO SPRINGS, CO 80906	Sponsorship Agreement Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	USA HOCKEY INC 1775 BOB JOHNSON ROAD COLORADO SPRINGS, CO 80906	Sponsorship Agreement Dated 09/01/2015	\$0.00
BPS Diamond Sports Inc.	USA HOCKEY INC 1775 BOB JOHNSON ROAD COLORADO SPRINGS, CO 80906	Sponsorship Agreement Dated 09/01/2015	\$0.00
Easton Baseball / Softball Inc.	USA PREPS, LLC 5021 VERDUGO WAY #339 CAMARILLO, CA 93012	Memorandum of Understanding Dated 12/01/2015	\$0.00
Easton Baseball / Softball Inc.	USA PREPS, LLC 5021 VERDUGO WAY #339 CAMARILLO, CA 93012	Team Trademark License Agreement Dated 12/01/2015	\$0.00
Performance Lacrosse Group Inc.	USAF A MEN'S LACROSSE 2168 FIELDHOUSE DRIVE COLORADO SPRINGS, CO 80840	Sponsorship Agreement Dated 06/01/2016	\$0.00
Easton Baseball / Softball Inc.	USSSA LLC CEO/ EXECUTIVE DIRECTOR DON DEDONATIS 611 LINE DRIVE KISSIMMEE, FL 34744	License Agreement Dated 01/01/2016	\$35,416.67
Easton Baseball / Softball Inc.	USSSA, LLC ATTN: DON DEDONATIS 611 LINE DRIVE KISSIMMEE, FL 34733	USSSA Baseball Bat License Agreement Dated 01/01/2016	
Easton Baseball / Softball Inc.	USSSA, LLC ATTN: DON DEDONATIS, CEO 611 LINE DRIVE KISSIMMEE, FL 34744	USSSA Softball Bat License Agreement Dated 01/01/2016	
BPS Diamond Sports Inc.	USSSA, LLC 611 LINE DRIVE KISSIMMEE, FL 34744	USSA Baseball Bat License Dated 01/01/2016	
BPS Diamond Sports Inc.	USSSA, LLC ATTN: DON DEONATIS, CEO/EXECUTIVE DIRECTOR 611 LINE DRIVE KISSIMMEE, FL 34744	USSA Softball Bat License Dated 01/01/2016	
Bauer Hockey Corp.	VAILLANCOURT, CHARLES ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/20/2015	\$0.00
Bauer Hockey, Inc.	VALIEV, RINAT, C/O C/O M5 SPORTS ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	VAN HORN ENTERPRISES LLC ADDRESS ON FILE	Sponsorship Agreement Dated 01/01/2013	\$0.00
Easton Baseball / Softball Inc.	VANDERHOOK, RICHARD ADDRESS ON FILE	Coach Agreement Dated 01/01/2012	\$0.00
Bauer Hockey, Inc.	VENDETTI, MARK J. ADDRESS ON FILE	Employment Agreement Dated 12/14/2015	\$0.00
Bauer Hockey, Inc.	VERPAULT, CRAIG ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 05/29/2013	\$0.00
Performance Lacrosse Group Inc.	VILLANOVA UNIVERSITY ATTN: MICHAEL CORRADO MEN'S LACROSSE JAKE NEVIN FIELD HOUSE 800 LANCASTER AVENUE VILLANOVA, PA 19085	University Sponsorship Agreement Dated 07/22/2014	\$0.00
Bauer Hockey, Inc.	VILLEMURE, ROBERT ADDRESS ON FILE	Independent Sales Representative Agreement plus Annex Dated 09/01/2013 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY PROCUREMENT DEPARTMENT (MC 0333) ATTN: KIM DULANCY, CONTRACTS MANAGER 300 TURNER ST NW BLACKSBURG, VA 24061	Baseball Equipment and Sponsorship Agreement Dated 01/23/2015	\$0.00
Easton Baseball / Softball Inc.	VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY PROCUREMENT DEPARTMENT MC 0333 300 TURNER STREET NORTHWEST ATTN KIM DULANEY, CONTRACT MANAGER BLACKSBURG, VA 24061	Sponsorship Agreement Dated 01/01/2015	\$0.00
Easton Baseball / Softball Inc.	VIRGINIA TECH 800 WASHINGTON STREET SW STE 150 BLACKSBURG, VA 24061	Sponsorship Program Dated 05/01/2016	\$0.00
Easton Baseball / Softball Inc.	VIROOL 88 KEARNY ST. FLOOR 21 ATTN: NICK LANOLI SAN FRANCISCO, CA 94108	Easton September Campaigns & Insertion Order Dated 09/15/2016	\$10,690.35
Bauer Hockey, Inc.	VIRTANEN, JAKE ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	VISCOUNT SPORTING GOODS 315 MARGINAL WAY PORTLAND, ME 04101	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	VNSH, LLC 3580 WILSHIRE BLVD, SUITE 1020 LOS ANGELES, CA 90010	Payment Agreement Dated 08/16/2016	\$165,465.75
Bauer Hockey, Inc.	VOLUMENTAL AB ATTN: CEO DROTTNING KRISTINAS VAG 53 STOCKHOLM , 114 53 SWEDEN	Master Agreement to purchase hardware and license software Dated 06/30/2016	\$0.00
Bauer Hockey, Inc.	VULNER, CAROLINE ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 09/28/2012	\$0.00
Bauer Hockey, Inc.	WAKEFIELD, JENNIFER ADDRESS ON FILE	Athlete Endorsement Contract Dated 06/01/2015	\$0.00
Bauer Hockey, Inc.	WALL, MICHAEL J. ADDRESS ON FILE	Employment Agreement	\$0.00
BPS Diamond Sports Inc.	WALLACE, JEFFREY ADDRESS ON FILE	Separation & Release Letter Agreement Dated 09/30/2016	\$0.00
Easton Baseball / Softball Inc.	WAL-MART STORES 17309 I-30 BENTONVILLE, AR 72015	General Merchandise Supplier Agreement Dated 04/29/2015	\$0.00
Performance Lacrosse Group Inc.	WARRIOR SPORTS, INC. C/O WARNER NORCROSS & JUDD LLP 111 LYON, NW, SUITE 900 GRAND RAPIDS, MI 49503	Settlement Agreement Dated 07/09/2015	\$0.00
BPS Diamond Sports Inc.	WASHINGTON, FILIP CABELL ADDRESS ON FILE	Combat Endorsement Agreement Dated 11/15/2014	\$3,310.29
Easton Baseball / Softball Inc.	WASTE MANAGEMENT OF UTAH, INC. 222 S MILL AVENUE TAMPA, AZ 85281	Service Agreement Dated 04/19/2016	\$7,786.37
Bauer Hockey Corp.	WATSON, JAMIE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 02/13/2013	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey Corp.	WAUSAU WEST BOY'S HOCKEY ATTENTION: BRIAN BRANDT JR. 1200 W WAUSAU AVE WAUSAU, WI 54401	Team Program Contract Dated 07/25/2014	\$0.00
Easton Baseball / Softball Inc.	WAYNE SPORTING GOODS CO. INC 124 E. LANCASTER AVE WAYNE, PA 19087	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	WDP SPORTS, INC. D.B.A. IN THE GAME ATHLETICS 1453 CHERRY ROAD ROCK HILL, SC 29732	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	WEAVERS STORE, INC 1011 DRY TAVERN RD DENVER, PA 17517	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey Corp.	WEBER, LARRY ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 10/01/2011	\$0.00
Easton Baseball / Softball Inc.	WEGMAN, BRIAN ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey, Inc.	WEISE, DALE, C/O ALLAIN ROY ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	WEPLAY SPORTS, INC 1404 MENTOR AVENUE PAINESVILLE, OH 44077	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	WEST POINT, UNITED STATES MILITARY ACADEMY DEPARTMENT OF ATHLETICS WEST POINT MILITARY ACADEMY WEST POINT, NY 10996	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Bauer Hockey Corp.	WESTERN CYCLE WESTERN CYCLE & SPORTING GOODS CO L 1550 8TH AVENUE REGINA, SK S4R 1E4 CANADA	Team Program Contract Dated 05/05/2014	\$0.00
Bauer Hockey Corp.	WESTERN CYCLE & SPORTING SOURCE FOR SPORTS 1550, 8TH AVENUE REGINA, SK S4R 1E4 CANADA	Team Program Contract Dated 03/01/2014	\$0.00
Bauer Hockey Corp.	WESTERN CYCLE & SPORTING SOURCE FOR SPORTS 1550, 8TH AVENUE REGINA, SK S4R 1E4 CANADA	Team Program Contract Dated 03/01/2014	\$0.00
Easton Baseball / Softball Inc.	WESTERN KENTUCKY UNIVERSITY 1605 AVENUE OF CHAMPIONS ATTN MATT MYERS BOWLING GREEN, KY 42101	Sponsorship Agreement Dated 01/01/2015	\$0.00
Bauer Hockey Corp.	WHEELS (SKATE SALES) LTD. 14 ADSWOOD INDUSTRIAL ESTATE ADSWOOD ROAD CHESHIRE SK3 8LF STOCKPORT, ENGLAND, UNITED KINGDOM	Marketing and Distribution Agreement (+ 2 Amendments) Dated 01/01/2006 plus Amendments	\$0.00
Easton Baseball / Softball Inc.	WHM INC. D.B.A. PLAY IT AGAIN SPORTS 206 W. BLACKSTOCK RD. SPARTANBURG, SC 29301	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Bauer Hockey, Inc.	WILDCATS HOCKEY C/O BEN AND JOYCE FRANK 10540 MAGNOLIA AVE. RIVERSIDE, CA 92505	2016 Uniform Service Agreement Dated 05/13/2016	\$0.00
Bauer Hockey Corp.	WILLCOTT, GERARD ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 09/01/2009	\$0.00
Performance Lacrosse Group Inc.	WILLIAMS, DAVID ADDRESS ON FILE	Confidentiality, Non-Competition and Non-Solicitation Agreement Dated 04/29/2015	\$0.00
Performance Sports Group Ltd.	WILLIS TOWERS WATSON ATTN: TREVOR SCHULTZ, COMPSYCH ATTN: BRAD MACLEOD, WILLIS TOWERS WATSON 335 MADISON AVE #20 NEW YORK, NY 10017	Letter of EAP Transfer Dated 01/01/2017	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Easton Baseball / Softball Inc.	WILSON SPORTING GOODS CO. C/O KEY AND ASSOCIATES 321 NORTH CLARK STREET SUITE 500 JEFFREY A. KEY CHICAGO, IL 60654	Agreement and Covenant Not to Sue Dated 10/11/2016	\$0.00
Easton Baseball / Softball Inc.	WILSON SPORTING GOODS CO. C/O KEY AND ASSOCIATES 321 NORTH CLARK STREET SUITE 500 JEFFREY A. KEY CHICAGO, IL 60654	Confidential Settlement Agreement Dated 03/05/2008	\$0.00
Easton Baseball / Softball Inc.	WILSON SPORTING GOODS CO. C/O KEY AND ASSOCIATES 321 NORTH CLARK STREET SUITE 500 JEFFREY A. KEY CHICAGO, IL 60654	Paid-Up, Non-Terminable License Agreement Dated 10/11/2016	\$0.00
Easton Baseball / Softball Inc.	WILSON SPORTING GOODS CO. C/O KEY AND ASSOCIATES 321 NORTH CLARK STREET SUITE 500 JEFFREY A. KEY CHICAGO, IL 60654	Settlement Agreement Dated 10/11/2016	\$0.00
Bauer Hockey, Inc.	WINMARK CORPORATION 605 HIGHWAY 169 NORTH SUITE 400 MINNEAPOLIS , MN 55441	Vendor Promotion Agreement Dated 10/12/2016	\$4,153.66
Easton Baseball / Softball Inc.	WINMARK CORPORATION D.B.A. PLAY IT AGAIN SPORTS 605 HIGHWAY 169 NORTH SUITE 400 MINNEAPOLIS, MN 55441	Trademark/IP/Indemnity Agreement Dated 10/11/2016	\$0.00
Bauer Hockey, Inc.	WINNIK, DANIEL, C/O NEWPORT SPORTS MANAGEMENT INC. ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Easton Baseball / Softball Inc.	WINNING EDGE SPORTING GOODS 7540 A S MEM. PKWY HUNTSVILLE, AL 35802	Easton E-Commerce Agreement Dated 6/1/2015	\$0.00
Easton Baseball / Softball Inc.	WOIDTKE, ANDY ADDRESS ON FILE	Independent Sales Representative Agreement Dated 12/09/2013	\$0.00
Performance Lacrosse Group Inc.	WOLF, JORDAN ADDRESS ON FILE	Athlete Agreement Dated 06/11/2014	\$1,129.04
Easton Baseball / Softball Inc.	WOLF, LAWRENCE ADDRESS ON FILE	Athlete Sponsorship Agreement Dated 01/01/2016	\$0.00
Performance Sports Group Ltd.	WORKIVA INC. 2900 UNIVERSITY BLVD. AMES, IA 50010	Consulting Services Order Dated 04/26/2014	\$0.00
Performance Sports Group Ltd.	WORKIVA INC. 2900 UNIVERSITY BLVD. AMES, IA 50010	Subscription Order Dated 09/01/2015	\$0.00
Bauer Hockey, Inc.	WOTHERSPOON, TYLER, C/O KEVIN EPP ADDRESS ON FILE	Athlete Endorsement Contract Dated 09/01/2014	\$0.00
Bauer Hockey, Inc.	WRIGHT, MELINDA ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 01/16/2015	\$0.00
Bauer Hockey Corp.	XEROX CANADA LTD. P.O. BOX 4539 - STATION A TORONTO, ON M5W 4P5 CANADA	Lease Agreement - Xerox Dated 10/07/2014 plus Amendments	\$558.25
Bauer Hockey Corp.	XEROX CANADA LTD. P.O. BOX 4539 - STATION A TORONTO, ON M5W 4P5 CANADA	Lease Agreement - Xerox Dated 11/28/2014	
PSG Innovation Corp.	XIMEDICA LLC 55 DUPONT DRIVE PROVIDENCE, RI 02907	QSR Compliant Development-to-Supply Program Dated 03/04/2016	\$165,929.37
Bauer Hockey, Inc.	XXL GROSSIST NORGE AS STROMSVEIEN 245 P.B. 353 0614 ALNABRU ORG 983706444 NORWAY	Delivery Agreement Dated 01/01/2014	\$0.00

PSG Contract Assumption Cure Amounts - Revised

Debtor	Contract Counterparty	Contract to Assume	Cure Amount
Bauer Hockey, Inc.	YALE UNIVERSITY DEPARTMENT OF ATHLETICS 20 TOWER PARKWAY NEW HAVEN , CT 06520	Product Supply and Sponsorship Agreement Dated 06/01/2015	\$0.00
Easton Baseball / Softball Inc.	YAMAMOTO, SHUSAKU ADDRESS ON FILE	Letter of Engagement with Shusaku- Yamamoto Dated 02/04/2015	\$0.00
Bauer Hockey, Inc.	YEATON, AMY ADDRESS ON FILE	Confidentiality, Non-Compete Agreement Dated 10/22/2010	\$0.00
Bauer Hockey Corp.	YELLOWHEAD MINOR HOCKEY ATTENTION: BRUCE COULTER PO BOX 1478 MINNEDOSA, MB R0J 1E0 CANADA	Team Program Contract Dated 06/01/2014	\$0.00
Easton Baseball / Softball Inc.	YOKOHAMA DENA BAYSTARS BASEBALL CLUB YOKOHAMAKOEN NAKA WARD YOKOHAMA KANAGAWA PREFECTURE, JAPAN	Yokohama Baystars Sponsorship Package	\$0.00
Bauer Hockey, Inc.	ZALESKI, JULIE ADDRESS ON FILE	NDA, Non-Compete and Non-Solicitation Agreement Dated 02/06/2015	\$0.00
BPS Diamond Sports Inc.	ZIRKLE, BRIAN ADDRESS ON FILE	Combat Endorsement Agreement Dated 11/15/2014	\$0.00
Bauer Hockey, Inc.	ZIRKLE, BRIAN ADDRESS ON FILE	Endorsement Agreement Dated 11/15/2014	\$0.00
BPS Diamond Sports Inc.	ZIRKLE, BRIAN ADDRESS ON FILE	Endorsement Agreement Dated 11/15/2014	\$0.00

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 APPROVAL AND VESTING ORDER
	STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, Canada M5L 1B9 Peter Howard LSUC#: 22056F Tel: (416) 869-5613 E-mail: phoward@stikeman.com Kathryn Esaw LSUC#: 58264F Tel: (416) 869-6820 E-mail: kesaw@stikeman.com Lee Nicholson LSUC#66412I Tel: (416) 869-5604 E-mail: leenicholson@stikeman.com Fax: (416) 947-0866 Lawyers for the Applicants

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

~~SUPERIOR COURT OF JUSTICE~~
~~COMMERCIAL LIST~~

THE HONOURABLE ~~_____~~ MR.) ~~WEEKDAY~~ MONDAY, THE #6th
JUSTICE ~~_____~~ NEWBOULD) DAY OF ~~MONTH~~ FEBRUARY, ~~20YR~~ 2017

~~BETWEEN:~~

~~PLAINTIFF~~

~~Plaintiff~~

~~-and-~~

~~DEFENDANT~~

~~Defendant~~

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)

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ in its capacity as the Court appointed
receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor" 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 "~~"Sale Transaction"~~") contemplated by ~~an~~the asset purchase agreement ~~of purchase and sale~~ (the "~~"Sale"~~Asset Purchase Agreement") between the ~~Receiver and [NAME OF PURCHASER]~~ Applicants (including any successors thereof, the "~~Sellers~~" and each, a "~~Seller~~") and [●] (the "~~"Purchaser"~~") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "~~Report"~~") made as of [●], 2017 and vesting in the Purchaser, the ~~Debtor's~~Sellers' right, title and interest in and to the assets described in the ~~Sale~~Asset Purchase Agreement (the "~~"Purchased Assets"~~"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~Affidavit of Brian J. Fox sworn January 24, 2017 and the Exhibits thereto, the Supplementary Affidavit of ● sworn ●, 2017 and the Exhibits thereto, the Sixth and Seventh Reports of Ernst & Young Inc. in its capacity as monitor (the "~~Monitor~~") to the Applicants dated January ●, 2017 and ●, 2017, respectively, and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING]~~ Applicants, the Monitor, the Purchaser, the term loan DIP lenders, the ABL DIP lenders, the Official Committee of Unsecured Creditors and the Official Committee of Equityholders of Performance Sports Group Ltd., no one appearing for any other ~~person on the service list,~~party although ~~properly~~duly served as appears from the affidavit of [NAME] sworn [DATE] ~~service of ●, filed[†].~~

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. THIS COURT ORDERS that all capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Asset Purchase Agreement.

[†] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

SALE TRANSACTION

3. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Sale Transaction is hereby approved,² and the execution of the ~~Sale~~Asset Purchase Agreement by the ~~Receiver~~³Sellers is hereby authorized and approved, with such minor amendments as the ~~Receiver may deem necessary. The Receiver~~Sellers and the Purchaser, with the approval of the Monitor, may agree upon. The Sellers are hereby authorized and directed, and the Monitor is hereby authorized and ~~directed~~empowered, to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Sale Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. **THIS COURT ORDERS** that the Sellers are authorized and directed to perform their obligations under the Asset Purchase Agreement and any ancillary documents related thereto.

5. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "~~Receiver~~"Monitor's Certificate"), all of the ~~Debtor's~~Sellers' right, title and interest in and to the Purchased Assets ~~described in the Sale Agreement [and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, 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, encumbrances, obligations, liabilities, claims, demands, guarantees, set-off, liens, executions, levies, charges, or other financial or monetary claims, adverse claims, or rights of use, puts or forced sale provisions exercisable as a consequence of or arising from closing of the Sale Transaction whether arising prior to or subsequent to the commencement of the CCAA

² ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³ ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

⁴ ~~To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

proceedings and proceedings under Chapter 11 of Title 11 of the United States Code (the “Chapter 11 Proceedings”) and whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal equitable, possessory or otherwise (collectively, the “Claims”⁵) including, without limiting the generality of the foregoing: ~~—(i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the “Encumbrances”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) 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.~~

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “Real Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

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

⁵ The “Claims” being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee’s view that a non-specific vesting out of “rights, titles and interests” is vague and therefore undesirable.

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

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) any Excluded Liabilities;

provided that, the Claims and the Encumbrances referred to herein shall not include encumbrances listed on Schedule “B” (the “Permitted Encumbrances”). 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 except for the Permitted Encumbrances.

6. ~~4-~~ THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall be paid to the Sellers and the Monitor, as applicable, as set out in the Asset Purchase Agreement and shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~Monitor’s Certificate, all valid Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the ~~sale~~⁸; Sellers taking the first of the Pre-Closing Reorganization Steps as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the ~~sale~~Sellers’ taking any Pre-Closing Reorganization Steps. Subject to this Order, the Sellers and Monitor are hereby authorized and empowered to hold the net proceeds from the sale of the Purchased Assets delivered to them pursuant to the Asset Purchase Agreement pending further order of the Court.

7. THIS COURT ORDERS that, following the filing of the Monitor’s Certificate, the Monitor, in consultation with and on behalf of the Sellers, and the Sellers are hereby authorized and directed, without further order of this Court, to repay in full from the Closing Purchase Price:

⁷ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at “net proceeds”.~~

- (a) the indebtedness and obligations outstanding, as of the Closing Date, under the Sponsor DIP Credit Agreement, after accounting for any obligations applied towards a Credit Bid Amount; and
- (b) the indebtedness and obligations outstanding, as of the Closing Date, under the ABL DIP Credit Agreement and the ABL Credit Agreement, dated April 15, 2014 (as amended modified or supplemented from time to time), by and among (i) the Sellers; (ii) Bank of America, N.A., as administrative agent and collateral agent; and (iii) the lenders from time to time party thereto (collectively with the ABL DIP Credit Agreement and Sponsor DIP Credit Agreement, the “Credit Agreements”);

in each case, such portions of the Closing Purchase Price used to fund such repayments being made free and clear of all Claims and Encumbrances, including any encumbrances or charges created by the Initial Order, the KERP Order and any subsequent charges created by this Court.

8. ~~5.~~ **THIS COURT ORDERS AND DIRECTS** the ~~Receiver~~Monitor to file with the Court a copy of the ~~Receiver~~Monitor's Certificate, forthwith after delivery thereof to the Sellers and the Purchaser.

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Sellers and the Purchaser or their respective counsel regarding the satisfaction or waiver of the conditions to closing under the Asset Purchase Agreement, including that adjustments applicable to the Closing Cash Payment are accurate and the Sellers have received the portion of the Closing Cash Payment, subject to applicable adjustments, deliverable to them in accordance with the Asset Purchase Agreement, and shall incur no liability with respect to the delivery of the Monitor's Certificate.

10. **THIS COURT ORDERS** that the Purchaser shall have no liability or responsibility for (i) any Excluded Liabilities; and (ii) any liability or other obligation of any Sellers arising under or related to the Purchased Assets other than as expressly set forth in the Asset Purchase Agreement, including successor or vicarious liabilities of any kind or character, including any theory of antitrust, environmental, successor or transferee liability, labour law, de facto merger or substantial continuity.

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

11. THIS COURT ORDERS that, provided that the Asset Purchase Agreement has not been terminated, any plan of compromise or arrangement that may be filed by the Sellers shall not derogate or otherwise affect any right or obligation of the Sellers or the Purchaser under the Asset Purchase Agreement unless otherwise agreed by the Sellers and the Purchaser.

12. THIS COURT ORDERS that the Purchaser or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances with respect to the Purchased Assets after completion of the Sale Transaction.

13. ~~6.~~ THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the ~~Canada~~ *Personal Information Protection and Electronic Documents Act* (Canada), the ~~Receiver is~~ Sellers and the Monitor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the ~~Company's~~ Sellers' records pertaining to the ~~Debtor's~~ Sellers' past and current employees, ~~including personal information of those employees listed on Schedule "●" to the Sale Agreement.~~ The Purchaser 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 ~~Debtor~~ Sellers.

14. THIS COURT ORDERS that for seven (7) years following the Closing Date, the Purchaser shall, and shall cause the Purchaser's affiliates and the Purchaser's and its affiliates respective 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 Sellers and their successors and assigns (including any regulatory agency designated by the Sellers or a trustee-in-bankruptcy or another liquidating trustee overseeing the liquidation of the Sellers 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, any investigations by the United States Securities and Exchange Commission or the Ontario Securities Commission and the defense or prosecution of claims by the Sellers after the Closing Date. In addition, the Purchaser 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 Sellers for as long as necessary to carry out the purpose of such document hold.

15. ~~7.~~ **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 ~~Debtor~~Sellers and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~Sellers;

the vesting of the Purchased Assets in the Purchaser and the 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 ~~Debtor~~Sellers and shall not be void or voidable by creditors or equityholders of the ~~Debtor~~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.

16. ~~THIS COURT ORDERS AND DECLARES that the~~ **THIS COURT ORDERS AND DECLARES** that the Sellers are subject to an order of this Court under applicable bankruptcy or insolvency laws and the Sale Transaction constitutes a “related party transaction” for purposes of Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* (“MI 61-101”) and the Court has been advised of the requirements in MI 61-101 regarding minority approval for related party transactions and does not require compliance with sections 5.4 and 5.6 of MI 61-101, respectively.

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

ASSIGNMENT OF AGREEMENTS

18. **THIS COURT ORDERS** that upon delivery of the Monitor’s Certificate, all of the rights and obligations of the Sellers under the agreements set out in Schedule “C” hereto that are

Assigned Contracts under the Asset Purchase Agreement on Closing shall be assigned to and assumed by the Purchaser pursuant to section 1 of the Asset Purchase Agreement and pursuant to section 11.3 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA").

19. **THIS COURT ORDERS** that, with respect to the Assigned Contracts that are real property leases (collectively, the "**Real Property Leases**"), upon delivery of the Monitor's Certificate, the Purchaser 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 Real Property Leases 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 premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Sellers, the landlords under the Real Property Leases or any other person whomsoever claiming through or under any of the Sellers or the landlords under the Real Property Leases.

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

21. **THIS COURT ORDERS** that the Sellers' right, title and interest in the Assigned Contracts shall vest absolutely in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances.

22. **THIS COURT ORDERS** that each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from the assignment of the Assigned Contracts, the insolvency of the Sellers, the Pre-Closing Reorganization, the commencement of these CCAA proceedings or the Chapter 11 Proceedings, or any failure of the Sellers to perform a non-monetary obligation under the Assigned Contracts.

23. THIS COURT ORDERS that to the extent any dispute exists regarding the amount of Cure Costs payable to a counterparty under an Assigned Contract, the Sellers or the Monitor, as applicable, are authorized and empowered to hold the claimed amount in reserve pending resolution of such dispute, and notwithstanding the dispute, the assignment and assumption of the Assigned Contract pursuant to paragraph 18 of this Order is valid and binding in all respects and the counterparty's recourse is limited to the funds held in reserve pending resolution of the dispute.

24. THIS COURT ORDERS that, subject to paragraph 23 of this Order, the Cure Costs of the contracts set out in Schedule "C" shall be in the amounts set out therein, and that upon or prior to Closing, the Purchaser (first, and to an aggregate maximum amount of US\$1,000,000) and the Sellers (second, and for any amount in excess of US\$1,000,000 in the aggregate) shall pay the Cure Costs as set out in the Asset Purchase Agreement with respect to each applicable Assigned Contract, in full and final satisfaction of any Cure Costs owing to the counterparty to the applicable Assigned Contract, except if the funds are being reserved pending the dispute of amount of Cure Costs payable to a counterparty.

25. THIS COURT ORDERS that if the Sellers have not received payment information from a counterparty upon Closing, the Sellers or Monitor may reserve for the Cure Costs payable to such counterparty to the extent payable by Sellers pursuant to the Asset Purchase Agreement, and if payable by the Sellers, the Sellers or Monitor shall pay the Cure Costs payable to such counterparty by no later than the day that is five (5) business days from the date that the Seller or Monitor receives wire remittance instructions or other payment instructions from such counterparty.

26. THIS COURT DIRECTS the Sellers shall send a copy of this Order to all of the counterparties to the contracts listed in Schedule "C" hereto and, furthermore, provide notice to any counterparty that is listed in Schedule "C" as of the date of this Order and is subsequently removed from Schedule "C" and becomes an Excluded Contract in accordance with and pursuant to the Asset Purchase Agreement prior to Closing of the Sale Transaction.

PRE-CLOSING REORGANIZATION

27. THIS COURT ORDERS AND DECLARES that the Pre-Closing Reorganization is hereby approved and the Sellers are authorized to take the necessary or desirable steps, transactions, set-offs, distributions, repayments, transfers and other actions to consummate the Pre-Closing Reorganization (collectively, the “Pre-Closing Reorganization Steps”), and that such Pre-Closing Reorganization Steps may be amended by the Sellers in accordance with the Asset Purchase Agreement, with the consent of the Monitor or by further order of this Court.

28. THIS COURT ORDERS that the Sellers shall preserve the Sellers’ accounting entries and related systems, including records of all open balances and intercompany notes and payables, as they exist immediately prior to the implementation of the first Pre-Closing Reorganization Step for purposes of developing a distribution model, if necessary, based on the Sellers’ corporate and capital structure existing prior to the Pre-Closing Reorganization.

29. THIS COURT ORDERS, subject to the other provisions of this Order, notwithstanding the Pre-Closing Reorganization or any of the Pre-Closing Reorganization Steps, all security interests, trusts, liens, charges, encumbrances, rights, claims, obligations, debts, and liabilities, statutory or otherwise, in favour of any Person, except the Sellers or their subsidiaries, will remain attached to the Sellers or will attach to the successor(s) of the Sellers, as applicable, in each case, without any novation and without any further notice, action or document.

30. THIS COURT ORDERS AND DECLARES, subject to paragraph 7 of this Order, any distributions made by or on behalf of the Sellers pursuant to further order of this Court may, if determined to be appropriate by the Sellers, with the consent of the Monitor, be based on the Sellers’ corporate structure existing immediately prior to the Sellers taking any Pre-Closing Reorganization Steps and implementing the Pre-Closing Reorganization, and for the purposes of any such distribution, the relative priority of claims as between the Sellers’ creditors, including persons having equity claims, shall be determined as of the time immediately prior to the Sellers taking the first of the Pre-Closing Reorganization Steps, such that no creditor of the Sellers or person having an equity claim will be materially prejudiced by the Pre-Closing Reorganization.

31. THIS COURT ORDERS that all Persons are prohibited from exercising any right or remedy under a contract, agreement, licence or permit to which an Applicant is a party to by

reason of any defaults thereunder arising from the Pre-Closing Reorganization or the Applicants' undertaking any of the Pre-Closing Reorganization Steps.

MONITOR AND SELLERS' PROTECTIONS

32. THIS COURT ORDERS that, in addition to the rights and protections afforded to the Monitor under the Initial Order, the Monitor shall not be liable for any act or omission on the part of the Monitor pertaining to the discharge of its duties under this Order, save and except for any claim or liability arising out of any gross negligence or wilful misconduct on the part of the Monitor. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA, any other federal or provincial applicable law or the Initial Order.

33. THIS COURT ORDERS that, notwithstanding any other provision of this Order and without in any way limiting the protections for the Monitor set forth in this Order, the Initial Order and the CCAA, the Monitor shall have no obligation to make any payment unless the Monitor is in receipt of funds adequate to effect any such payment.

34. THIS COURT ORDERS AND DECLARES that any payments, distributions and disbursements under this Order shall not constitute a "distribution" for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 23 of the *Canada Pension Plan Act* (Canada), section 86 of the *Employment Insurance Act* (Canada), section 14 of the *Tax Administration Act* (Quebec) and section 97.39 of the *Customs Act* (Canada), or any other similar federal, provincial or territorial tax legislation (collectively, the "Tax Statutes"), and the Monitor, the Sellers and any officer or director of the Sellers shall not incur any liability under the Tax Statutes in respect of its making any payments, distributions or disbursements ordered or permitted under this Order, and are hereby forever released and discharged from any claims against it, him or her under or pursuant to the Tax Statutes or otherwise at law, arising in respect of any such payments, distributions or disbursements made under this Order and any claims of this nature are hereby forever barred.

GENERAL

35. ~~9.~~ 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 ~~Receiver and its~~ Sellers 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 ~~Receiver~~Sellers 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 ~~Receiver and its~~Sellers and the Monitor and their respective agents in carrying out the terms of this Order.

Schedule "A" – Form of ~~Receiver~~Monitor's Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

~~SUPERIOR COURT OF JUSTICE~~
~~COMMERCIAL LIST~~

~~BETWEEN:~~

~~PLAINTIFF~~

~~Plaintiff~~

~~—and—~~

~~DEFENDANT~~

~~Defendant~~

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.

~~RECEIVER~~MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~Justice Newbould of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~October 31, 2016, Ernst & Young Inc. was appointed as the ~~receiver~~Monitor (the

~~"Receiver"~~ "Monitor") of the ~~undertaking~~ undertakings, property and assets of ~~[DEBTOR] (the "Debtor")~~. Applicants.

B. Pursuant to an Order of the Court dated ~~[DATE]~~ February 6, 2017 (the "Approval and Vesting Order"), the Court approved the ~~agreement of asset purchase and sale~~ agreement made as of ~~[DATE OF AGREEMENT]~~ ●, 2017 (the "Sale" "Asset Purchase Agreement") between the ~~Receiver~~ [Debtor] Sellers and ~~[NAME OF PURCHASER]~~ ● (the "Purchaser") and the sale transaction (the "Sale Transaction") contemplated therein, and provided for the vesting in the Purchaser of the ~~Debtor's~~ 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 ~~Receiver~~ Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the ~~Purchase Price~~ Closing Cash Payment, subject to applicable adjustments, for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section ● of the Sale~~ Asset Purchase Agreement have been satisfied or waived by the ~~Receiver~~ Sellers and /or the Purchaser, as applicable; and (iii) the Sale Transaction has been completed to the satisfaction of the ~~Receiver~~ Monitor.

C. Pursuant to the Approval and Vesting Order, the Monitor may rely on written notice from the Sellers and the Purchaser regarding fulfillment of conditions to closing under the Asset Purchase Agreement.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the ~~Sale~~ Asset Purchase Agreement.

THE ~~RECEIVER~~ MONITOR CERTIFIES the following:

1. The ~~Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;~~ 2. ~~The conditions to Closing as set out in section ● of the Sale~~ Sellers and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Asset Purchase Agreement have been satisfied and/or waived by the Receiver and the Purchaser; and, as applicable;

2. The Purchaser has paid and the Sellers or the Monitor, as applicable, have received the Closing Cash Payment, subject to applicable adjustments, for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;

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

4. This Certificate was delivered by the ~~Receiver~~ Monitor at _____ [TIME] on _____ [DATE].

~~[NAME OF RECEIVER]~~ Ernst & Young Inc.,
in its capacity as ~~Receiver~~ Monitor of the
~~undertaking, property and assets of~~
~~[DEBTOR]~~ Sellers, and not in its personal or
corporate capacity

Per: _____

Name:

Title:

Schedule "B" – Permitted Encumbrances

None

Schedule "C" - Potential Assigned Contracts

Attached

~~Schedule B – Purchased Assets~~

<u>IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED</u>		<u>Court File No: CV-16-11582-00CL</u>
<u>AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PERFORMANCE SPORTS GROUP LTD. ET. AL.</u>		
		<u>ONTARIO</u> <u>SUPERIOR COURT OF JUSTICE</u> <u>COMMERCIAL LIST</u> <u>Proceeding commenced at Toronto</u>
		<u>APPROVAL AND VESTING ORDER</u>

STIKEMAN ELLIOTT LLP

Barristers & Solicitors

5300 Commerce Court West

199 Bay Street

Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F

Tel: (416) 869-5613

E-mail: phoward@stikeman.com

Kathryn Esaw LSUC#: 58264F

Tel: (416) 869-6820

E-mail: kesaw@stikeman.com

Lee Nicholson LSUC#66412]

Tel: (416) 869-5604

E-mail: leenicholson@stikeman.com

Fax: (416) 947-0866

Lawyers for the Applicants

~~Schedule C – Claims to be deleted and expunged from title to Real Property~~

~~Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property~~

~~(unaffected by the Vesting Order)~~

Document comparison by Workshare Professional on Tuesday, January 24, 2017
3:12:20 PM

Input:	
Document 1 ID	file://C:\Users\yoone\Desktop\approval-and-vesting-order-EN.doc
Description	approval-and-vesting-order-EN
Document 2 ID	PowerDocs://SETOR1/6630964/12
Description	SETOR1-#6630964-v12-PSG_Approval_and_Vesting_Order
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	245
Deletions	152
Moved from	5
Moved to	5
Style change	0
Format changed	0
Total changes	407

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.	)	MONDAY, THE 6th
	)	
JUSTICE NEWBOULD	)	DAY OF FEBRUARY, 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

STAY EXTENSION ORDER

THIS MOTION, made by Performance Sports Group Ltd. ("**PSG**"), Bauer Hockey Corp., Bauer Hockey Retail Corp., Bauer Performance Sports Uniform 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 Sport Inc., BPS US Holdings Inc., Easton Baseball/Softball Inc., Performance Lacrosse Group Inc., and PSG Innovation Inc. (together, the "**Applicants**") for an order extending the stay of proceedings referred to in the Initial Order of the Honourable Mr. Justice Newbould dated October 31, 2016, as amended and restated, to May 1, 2017 was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Brian J. Fox sworn January ●, 2017, and the Sixth and Seventh Reports of Ernst & Young Inc. dated ● and ●, in its capacity as Monitor of the Applicants (the “**Monitor**”), and on hearing the submissions of counsel for the Applicants, the Monitor the term loan DIP lenders, the ABL DIP lenders, the Official Committee of Unsecured Creditors the Official Committee of Equityholders of Performance Sports Group Ltd. and those other parties present, no one appearing for any other party although duly served as appears from the affidavit of service of ●, filed.

EXTENSION OF STAY PERIOD

1. **THIS COURT ORDERS** that the Stay Period referred to in the Initial Order of the Honourable Mr. Justice Newbould dated October 31, 2016, as amended and restated, is extended until May 1, 2017.

GENERAL

2. **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, 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 to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

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. ET AL.	Court File No: CV-16-11582-00CL
ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceeding commenced at Toronto	
STAY EXTENSION ORDER	
STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, Canada M5L 1B9 Peter Howard LSUC#: 22056F Tel: (416) 869-5613 Email: phoward@stikeman.com Kathryn Esaw LSUC#: 58264F Tel: (416) 869-5230 Email: kesaw@stikeman.com Lee Nicholson LSUC#66412I Tel: (416) 869-5604 E-mail: leenicholson@stikeman.com Fax: (416) 947-0866 Lawyers for the Applicants	

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

**MOTION RECORD OF THE APPLICANTS
(RETURNABLE FEBRUARY 6, 2017)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
E-mail: phoward@stikeman.com

Kathryn Esaw LSUC#: 58264F
Tel: (416) 869-6820
E-mail: kesaw@stikeman.com

Lee Nicholson LSUC#66412I
Tel: (416) 869-5604
E-mail: leenicholson@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicants