

**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

Objection Deadline: April 5, 2017 at 4:00 p.m. (ET)

Hearing Date: April 12, 2017 at 11:00 a.m. (ET)

**APPLICATION OF CENTERVIEW PARTNERS LLC FOR
ALLOWANCE AND PAYMENT OF SALE FEE**

Pursuant to sections 327 and 328 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101 et seq. (the “Bankruptcy Code”) and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Centerview Partners LLC (“Centerview”), Investment Banker to the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), submits this application (the “Application”) to the Court for entry of an order, substantially in the form annexed hereto as **Exhibit A**, for final allowance of Centerview’s Sale Fee² (as defined below) and payment of the Cap-Adjusted Sale Fee (as defined below) as provided in that certain *Order (I) Authorizing the Employment and Retention of Centerview Partners LLC as Investment Banker for the Debtors*,

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 Drive, Exeter, New Hampshire 03833.

² Concurrently with the filing of this Application, Centerview has filed the *Fourth Monthly Fee Application of Centerview Partners LLC for Payment of Compensation for Services Rendered and Reimbursement of Expenses Incurred as Investment Banker to the Debtors for the Period of February 1, 2017 Through and Including February 28, 2017*, seeking, among other things, interim approval of Centerview’s monthly advisory fee for the month of February in the amount of \$150,000 (the “Fourth Monthly Advisory Fee”). The Fourth Monthly Advisory Fee will be credited against Centerview’s \$150,000 retainer (the “Retainer”) as the Fourth Monthly Advisory Fee comes due under the Court’s interim compensation procedures.

Nunc Pro Tunc to the Petition Date; (II) Modifying Certain Information Requirements of Local Rule 2016-2; (III) Authorizing Financing Fee; and (IV) Granting Related Relief [Docket No. 244]. In support of this Application, Centerview offers the declaration of Marc D. Puntus, attached hereto as **Exhibit B**. In further support of this Application, Centerview respectfully states as follows:

JURISDICTION AND BACKGROUND

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and the Court may enter a final order on this Application under Article III of the United States Constitution. Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. On October 31, 2016 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On November 9, 2016, the Debtors filed the *Debtors’ Application for Entry of an Order (I) Authorizing the Employment and Retention of Centerview Partners LLC as Investment Banker for the Debtors, Nunc Pro Tunc to the Petition Date; (II) Modifying Certain Information Requirements of Local Rule 2016-2; (III) Authorizing Financing Fee; and (IV) Granting Related Relief* [Docket No. 113] (the “Retention Application”).³ On December 6, 2016, the Bankruptcy Court entered the *Order (I) Authorizing the Employment of Centerview Partners LLC as Investment Banker for the Debtors, Nunc Pro Tunc to the Petition Date; (II) Modifying Certain Information Requirements of Local*

³ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Retention Order or the Retention Application, if applicable.

Rule 2016-2; (III) Authorizing Financing Fee; and (IV) Granting Related Relief [Docket No. 244] (the “Retention Order”).

3. The Court approved Centerview’s retention as investment banker under sections 327 and 328(a) of the Bankruptcy Code; provided however, that the fee applications filed by Centerview are subject to review only pursuant to the standard of review set forth in section 328 of the Bankruptcy Code (and not any other standard of review, including, but not limited to, that set forth in section 330 of the Bankruptcy Code), subject to a standard carve-out for the U.S. Trustee.

4. Under the Engagement Agreement, Centerview is entitled to a Monthly Advisory Fee of \$ 150,000.00 and a Sale Fee (as such term is defined in the Engagement Agreement) of 1% of the Aggregate Consideration (as such term is defined in the Engagement Agreement) received by the Debtors’ estates in the sale of their businesses. Upon the closing of the sale (the “Sale”) of substantially all of the Debtors’ assets to 9938982 Canada Inc., *see Notice of (I) Closing of the Sale of Substantially All of the Debtors’ Assets and (II) Filing of Final List of Assigned Contracts and List of Excluded Contracts* [Docket No. 884], Centerview earned the Sale Fee in the amount of \$3,074,380 under the terms of the Engagement Agreement. A detailed calculation of the Sale Fee is included below.

Unadjusted Sale Fee ⁽⁴⁾	\$5,731,880
Financing Fee Credit ⁽⁵⁾	(2,357,500)
Monthly Advisory Fee Credit ⁽⁶⁾	(300,000)
Sale Fee	\$3,074,380

5. Pursuant to the Engagement Agreement, Centerview's total fees for services performed on behalf of the Debtors, including fees earned during the prepetition period, cannot exceed \$8,000,000 in the aggregate. To date, Centerview has earned a total of \$5,765,000 for services rendered to the Debtors pre- and postpetition comprised of \$1,050,000 on account of seven Monthly Advisory Fees (inclusive of all holdback amounts and assuming full payment of the Fourth Monthly Advisory Fee) and \$4,715,000 on account of the Financing Fee related to the Debtors' DIP financings⁷. Centerview was also paid a \$150,000 retainer in September 2016, which will be credited against the Fourth Monthly Advisory Fee as the Fourth Monthly Advisory Fee comes due under the Court's interim compensation procedures. Therefore, Centerview is entitled to payment of \$2,235,000 of its Sale Fee (the "Cap-Adjusted Sale Fee"), representing the amount that, in addition to the fees already earned during the pre- and postpetition period (including the Fourth Monthly Advisory Fee), will result in reaching the \$8,000,000 cap as proscribed by the Engagement Agreement.

SUMMARY OF FEES SOUGHT HEREIN

⁴ Represents one percent of Aggregate Consideration.

⁵ Per the terms of the Retention Order, fifty percent of Centerview's earned Financing Fee shall be credited against the Sale Fee. *See* Retention Order, ¶ 7(a). Centerview has earned total Financing Fees of \$4,715,000. Therefore, one-half of this amount, or \$2,357,500, shall be credited against the Sale Fee.

⁶ Per the Engagement Agreement, one-half of Monthly Advisory Fees paid to Centerview after the third month of its engagement shall be credited against the Sale Fee. Accordingly, the Monthly Advisory Fee Credit represents 50% of the Monthly Advisory Fees for November, December, January and February and assumes the release of all holdback amounts associated with each.

⁷ To date, Centerview has been paid \$3,500,000 of a total Financing Fee of \$4,715,000. Pursuant to the Retention Order, Centerview is entitled to be paid the remainder of the Financing Fee upon closing of the Sale, subject to the \$8,000,000 fee cap described above, without further order of the Court. *See* Retention Order, ¶5.

6. In accordance with the Retention Order and the Engagement Agreement, Centerview seeks approval of its Sale Fee in the amount of \$3,074,380 and payment of the Cap-Adjusted Sale Fee in the amount of \$2,235,000. This Application seeks approval of the Sale Fee on a Final Basis.

SUMMARY OF SERVICES RENDERED

7. The following summary of services rendered by Centerview prior to and during these chapter 11 cases is offered in support of this Application and approval of the Sale Fee. This summary is not intended to be a detailed or exhaustive description of the work performed

(A) Sale Process

8. Prior to and during these chapter 11 cases, Centerview assisted and advised the Debtors in connection with the Debtors' efforts to sell substantially all of their assets. On the Petition Date, after extensive negotiations, the Debtors signed an asset purchase agreement (the "Stalking Horse Agreement") with 9938982 Canada Inc., a newly formed entity formed by a group of investors led by Sagard Capital Partners, L.P. and Fairfax Financial Holdings Limited (collectively, the "Stalking Horse Bidder") for the sale of substantially all of the Debtors' assets and assumption of certain liabilities identified in the Stalking Horse Agreement. As part of the deal reached when negotiating the Stalking Horse Agreement, Centerview was able to launch a broad marketing process for the Debtors' assets immediately upon the start of these chapter 11 cases. Accordingly, on the Petition Date, Centerview launched an 86-day sale process to market the Company and its assets to potentially interest parties.

9. Throughout the marketing process, Centerview worked diligently to identify potential strategic and financial buyers. In the course of its search for a bidder for the Debtors' assets, Centerview contacted more than 130 potentially interested parties. The Debtors, with the

assistance of Centerview, negotiated NDAs with 40 such interested parties. These parties were then given access to the Debtors' dataroom, which ultimately contained more than 9,000 documents, and provided a copy of a confidential information memorandum (the "CIM") prepared by Centerview with assistance from the Debtors and their other advisors. Among other things, the CIM provided would-be bidders with an overview of the Debtors' business and operations, management's projections regarding future financial performance and a segment-by-segment analysis of the Debtors' business plan to continue innovating and delivering its high-performance sports equipment to the market. Centerview provided further assistance to potential bidders during the due diligence phase by, among other things, (a) coordinating access to the data room, including uploading and updating materials therein on a regular basis; (b) providing a process letter outlining key sale process milestones and requirements; (c) facilitating and participating in meetings, conference calls, and on-site diligence visits, and facility tours among prospective purchasers and the Debtors' management team; and (d) maintaining ongoing discussions with potential purchasers in order to ensure that such purchasers' data and information requests were promptly addressed.

10. Centerview requested that the potentially interested parties deliver non-binding letters of intent by December 15, 2016. Of the 40 Preliminary Interested Investors, nine submitted non-binding letters of intent (the "LOI Parties"). These LOI Parties then engaged in further due diligence, which included in-person and telephonic meetings with members of the Debtors' senior management team. The due diligence process conducted by the LOI parties was exhaustive and included in aggregate over 50 in-person meetings with management (including with non-executive management), countless due diligence calls, the production of over three hundred documents incremental to the documents provided to the Stalking Horse Purchaser in

connection with their pre-petition marketing process, key customer interviews and site visits to all of the Debtors' major facilities. In addition to due diligence performed by the LOI Parties themselves, certain LOI Parties retained outside advisors to separately evaluate the Debtors' information technology, human resources, research and development, accounting and audit functions, as well as legal counsel to evaluate the Debtors' intellectual property, customer contracts, product liability and other matters. The marketing process and related due diligence of prospective buyers, which began immediately on the Petition Date, continued at a rapid pace until the last potentially-interested party declined to continue in the process one day prior to the final bid deadline (the "Bid Deadline") established by the Debtors' bidding procedures (the "Bidding Procedures"). [Docket No. 233].

11. Despite the Debtors' comprehensive marketing and due diligence process, the Bid Deadline occurred on January 25, 2017 without any of the LOI Parties or any other third party submitting a Qualified Bid (as such term is defined in the Bidding Procedures). In the absence of any Qualified Bid, the Debtors consulted with Centerview and their advisors and determined that they should proceed in seeking final approval of the Stalking Horse Agreement, which, despite the Debtors' significantly depressed operational performance, represented a total value of \$575 million plus the assumption of certain ordinary course liabilities. After a sale hearing on February 6, 2017, the Court entered an order approving the sale pursuant to the Stalking Horse Agreement, [Docket No. 770], and the sale closed effective as of February 27, 2017. Centerview's professionals spent a significant amount of time assisting the Debtors with the closing process, including reviewing and preparing certain pre-closing analyses requested by the Stalking Horse Bidder with respect to the Q30 contract assumption dispute, helping the Debtors, along with the Debtors' other professionals, to finalize closing date "funds-flow"

documentation, calculating and finalizing the various purchase price adjustments required under the Stalking Horse Agreement and assisting the Debtors' counsel with preparations for the sale hearing.

(B) Communications and Negotiations with Various Constituencies and Representatives

12. During the course of the sale and marketing process outlined above, Centerview developed numerous analyses and participated in several discussions and meetings to further negotiations with and supply information to the Debtors' key constituencies. These parties included both official committees appointed in the cases (the "Committees"), the Monitor appointed in the Debtors' CCAA cases (the "Canadian Monitor") and various other parties in interest and their advisors. Among other things, Centerview held weekly conference calls with the advisors to the Canadian Monitor and the Committees to keep them regularly updated on the status of the Debtors' sale process, the overall diligence process undertaken by potential bidders, any changes to the Debtors' near-term liquidity outlook or business plan, and other elements of the chapter 11 cases.

VALUATION OF SERVICES

13. In accordance with Del. Bankr. L.R. 2016-2, as modified with respect to Centerview by the Retention Order, summary schedules of hours and work performed by each Centerview professional in these chapter 11 cases have been attached to Centerview's monthly fee applications and such summaries are incorporated herein by reference.

14. The professional services performed by Centerview to date were necessary and beneficial to the administration of the Debtors' chapter 11 cases and other parties in interest. While Centerview's requested compensation is subject to review and approval by this Court under the standards set forth in section 328 of the Bankruptcy Code, Centerview respectfully submits that the amount requested by Centerview herein is fair and reasonable and necessary and beneficial to the administration of the Debtors' chapter 11 cases and in the best interests of the Debtors and other parties in interest. Compensation for the services described above is reasonable and commensurate with the complexity, importance and nature of the problems, issues or tasks involved.

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WHEREFORE, Centerview respectfully entry of an order, substantially in the form attached hereto, for allowance of the Sale Fee in the amount of \$3,074,380 on a final basis and payment of the Cap-Adjusted Sale Fee in the amount of \$2,235,000, and such order and further relief as the Court deems just and proper.

Dated: March 22, 2017

Respectfully submitted,

/s/ Marc D. Puntus

Marc D. Puntus
Centerview Partners LLC
31 West 52nd Street
New York, New York 10019

Investment Banker to the Debtors

**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

Objection Deadline: April 5, 2017 at 4:00 p.m. (ET)

Hearing Date: April 12, 2017 at 11:00 a.m. (ET)

NOTICE OF APPLICATION

TO: (I) THE U.S. TRUSTEE; (II) THOSE PARTIES SERVED WITH NOTICE OF THE COMEBACK HEARING IN THE CANADIAN PROCEEDINGS; (III) COUNSEL TO THE CREDITORS' COMMITTEE AND COUNSEL TO THE EQUITY COMMITTEE; (IV) THE MONITOR; (V) COUNSEL TO THE PURCHASER; AND (VII) ALL PARTIES WHO HAVE FILED A NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OF PAPERS PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that the **Application of Centerview Partners LLC for Allowance and Payment of Sale** (the "Application") has been filed with the United States Bankruptcy Court for the District of Delaware. The Application seeks final allowance and approval of Centerview's Cap-Adjusted Sale Fee² in the amount of \$2,235,000.00.

PLEASE TAKE FURTHER NOTICE that any objections to the Application must be filed on or before **April 5, 2017 at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON APRIL 12, 2017 AT 11:00 A.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, FIFTH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

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 Drive, Exeter, New Hampshire 03833.

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

**PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND
IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF
REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A
HEARING.**

Dated: March 22, 2017
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Justin H. Rucki

Pauline K. Morgan (No. 3650)
Sean T. Greecher (No. 4484)
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-and-

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Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

**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

Ref. Docket No. ____

**ORDER GRANTING APPLICATION OF CENTERVIEW PARTNERS LLC
FOR ALLOWANCE AND PAYMENT OF SALE FEE**

Upon the application (the “Application”)² of Centerview Partners LLC (“Centerview”), investment bankers to the debtors and debtors-in-possession in the above referenced chapter 11 cases (collectively, the “Debtors”) for entry of an order approving the Sale Fee and authorizing the payment of the Cap-Adjusted Sale Fee as provided for in Centerview’s Engagement Agreement with the above-captioned debtors; the Court having reviewed the Application, together with any responses thereto; the Court having been satisfied that sufficient notice of the Application has been provided, and that no other or further notice is required; the Court having jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012, and this matter constituting a core proceeding within the meaning of 28 U.S.C. §§ 157(b)(2) for which the Court may enter a final order under Article III of the United

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 Drive, Exeter, New Hampshire 03833.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

States Constitution; and the Court having determined after due deliberation that the relief requested in the Application is reasonable and appropriate;

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Application is APPROVED as set forth herein.
2. The Sale Fee is approved in the amount of \$3,074,380. Centerview is awarded the sum of \$2,235,000 as a Cap-Adjusted Sale Fee, which sum is hereby allowed on a final basis as an administrative expense claim against the Debtors' estates on a joint and several basis.
3. The Debtors are hereby authorized and directed to pay Centerview the sum of \$2,235,000, representing Centerview's Cap-Adjusted Sale Fee. This award is without prejudice to Centerview's ability to seek further payments on account of the Sale Fee at a later point in time if necessary.
4. This Order is effective and enforceable immediately, and shall not be affected and/or stayed by any of the provisions of Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, or any other applicable rule.
5. This Court retains jurisdiction with respect to all matters and disputes arising from or related to this Order.

Date: _____, 2017
Wilmington, Delaware

Kevin J. Carey
United States Bankruptcy Judge

Exhibit B
Puntus Declaration

**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.)	(Jointly Administered)
)	

DECLARATION OF MARC D. PUNTUS

I, Marc D. Puntus, pursuant to 28 U.S.C. § 1746, to the best of my knowledge and belief, and after reasonable inquiry, declare:

1. I am a Partner and Co-Head of the Restructuring and Debt Advisory Group at Centerview Partners LLC (“Centerview”), based out of Centerview’s New York office, located at 31 West 52nd Street, New York, NY 10019. I submit this declaration in support of the *Application of Centerview Partners LLC for Allowance and Payment of Sale Fee* (the “Application”).

2. I have read the Application, and know the contents thereof, and the same are correct to the best of my knowledge, information, and belief. I have reviewed the requirements of Local Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, except as modified by the Retention Order, and to the best of my knowledge, information, and belief, this Application complies with Local

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.

Rule 2016-2 in so far as it incorporates by reference the prior monthly applications of Centerview. As set forth in greater detail in the Application, allowance of the Sale Fee and payment of the Cap-Adjusted Sale Fee is reasonable given the work performed by Centerview for the Debtors in these chapter 11 cases. Moreover, success fees such as the Sale Fee are a normal form of compensation for firms providing investment banking and related services.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct, to the best of my information, knowledge, and belief.

Executed on: March 22, 2017

/s/ Marc D. Puntus