

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of Delaware
(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Performance Powersports Group Holdings, Inc.

2. All other names debtor used in the last 8 years _____

 Include any assumed names, trade names, and *doing business as* names _____

3. Debtor's federal Employer Identification Number (EIN) 87-2870823

4. Debtor's address

<p>Principal place of business</p> <p><u>1775 East University Drive</u> Number Street</p> <hr/> <p><u>Tempe</u> <u>AZ</u> <u>85281</u> City State Zip Code</p> <hr/> <p><u>Maricopa County</u> County</p>	<p>Mailing address, if different from principal place of business</p> <p>_____ Number Street</p> <hr/> <p>P.O. Box _____</p> <hr/> <p>_____ City State Zip Code</p> <hr/> <p>Location of principal assets, if different from principal place of business</p> <p>_____ Number Street</p> <hr/> <p>_____ City State Zip Code</p>
---	--

5. Debtor's website (URL) https://colemanpowersportsusa.com

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: _____

Debtor Performance Powersports Group Holdings, Inc. Case number (if known) _____
 Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes. Debtor See Rider 1 Relationship Affiliate
 District Delaware When 01/16/2023
 List all cases. If more than 1, attach a separate list. Case number, if known _____ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (Check all that apply.)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
 Number _____ Street _____
 City _____ State _____ Zip Code _____

Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors (on a consolidated basis)
 1-49 1,000-5,000 25,001-50,000
 50-99 5,001-10,000 50,001-100,000
 100-199 10,001-25,000 More than 100,000
 200-999

Debtor Performance Powersports Group Holdings, Inc. Case number (if known) _____
Name

- | | | | | | | |
|---|--------------------------|-----------------------|-------------------------------------|-----------------------------|--------------------------|-------------------------------|
| 15. Estimated assets (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input checked="" type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |
-
- | | | | | | | |
|--|--------------------------|-----------------------|-------------------------------------|-----------------------------|--------------------------|-------------------------------|
| 16. Estimated liabilities (on a consolidated basis) | <input type="checkbox"/> | \$0-\$50,000 | <input type="checkbox"/> | \$1,000,001-\$10 million | <input type="checkbox"/> | \$500,000,001-\$1 billion |
| | <input type="checkbox"/> | \$50,001-\$100,000 | <input type="checkbox"/> | \$10,000,001-\$50 million | <input type="checkbox"/> | \$1,000,000,001-\$10 billion |
| | <input type="checkbox"/> | \$100,001-\$500,000 | <input type="checkbox"/> | \$50,000,001-\$100 million | <input type="checkbox"/> | \$10,000,000,001-\$50 billion |
| | <input type="checkbox"/> | \$500,001-\$1 million | <input checked="" type="checkbox"/> | \$100,000,001-\$500 million | <input type="checkbox"/> | More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 01/16/2023
MM/DD/YYYY

x /s/ Ken Vanden Berg Ken Vanden Berg
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney x /s/ Domenic E. Pacitti Date 01/16/2023
Signature of attorney for debtor MM/DD/YYYY

Domenic E. Pacitti
Printed name

Klehr Harrison Harvey Branzburg LLP
Firm name

919 North Market Street, Suite 1000
Number Street

Wilmington DE 19801-3062
City State ZIP Code

302-426-1189 dpacitti@klehr.com
Contact phone Email address

3989 DE
Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
District of Delaware	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the District of Delaware for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Performance Powersports Group Holdings, Inc.

- Performance Powersports Group Purchaser, Inc.
- Performance Powersports Group, Inc.
- Performance Powersports Group Holdings, Inc.
- Performance Powersports Group Investor, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
PERFORMANCE POWERSPORTS)	
GROUP HOLDINGS, INC.,)	Case No. 23-_____ ()
)	
Debtor.)	

LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holders	Address of Equity Holder	Percentage of Equity Held
Performance Powersports Group Holdings, Inc.	Performance Powersports Group Investor, LLC	1775 East University Drive Tempe, Arizona 85281	100%

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed indicate the record holder of such equity as of the date of commencement of the chapter 11 case.

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
PERFORMANCE POWERSPORTS)	
GROUP HOLDINGS, INC.,)	Case No. 23-_____()
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor’s equity interest:

Shareholder	Approximate Percentage of Shares Held
Performance Powersports Group Investor, LLC	100%

Debtor name Performance Powersports Group Investor, LLC
UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE
 Case No. (If known) _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1 Hisun China Chongqing Huansong Industries (Group) Co, Ltd Shiyan Industrial Park, Jiulongpo Dist Chongqing Chongqing, 4000052, China	Hisun China Email: Cristina@hsunmotor.com	Trade	Contingent, Unliquidated & Disputed		See Note 1	\$57,936,135.04
2 Hisun Motors Corp, USA 310 E University Dr Mckinney, TX 75069	Hisun Motors Corp, USA Tel: 972-446-0760; 972-336-1376 Email: louis@hisunmotors.com	Trade	Contingent, Unliquidated & Disputed		See Note 1	\$3,684,379.08
3 Tao Motor China Attn: Finished Goods 4575 Edison Ave Chino, CA 91710	Tao Motor China Email: monse@colepow.com	Trade				\$3,533,277.00
4 Pacific Coast Cartage Inc 2035 E Vista Bella Way Compton, CA 90220	Pacific Coast Cartage Inc Tel: 310-329-3388 Email: info@pcctrucking.com	Trade				\$706,527.21
5 Northern Group 926 Willard Dr, Ste 144 Green Bay, WI 54304	Northern Group Email: lfrank@norgroup.net	Trade	Contingent, Unliquidated & Disputed			\$396,963.41

1 - The Debtors have engaged in litigation with the two Hisun entities and have significant offsets and counterclaims, the value of which is not yet determined.

Debtor name Performance Powersports Group Investor, LLC

Case No. (If known) _____

(Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
6 The Coleman Co Attn: Erica Vail Dept 538 2111 E 37th St N Wichita, KS 67219	The Coleman Co Email: Mandy.Lubbers@newellco.com	License Fee	Unliquidated			\$260,000.00
7 Nam Dinh Vu Port Joint Stock Co (Gema) Thanh Dat III Bldg, Rm 703, No4 Le Thanh Tong, May To Ward Hai Phong City Vietnam	Nam Dinh Vu Port Joint Stock Co (Gema) Tel: +84-969 445 928 Email: haidkn@gemadep.com.vn	Trade				\$180,400.00
8 Jinhua Funrun Vehicle Technology Co, Ltd Dongxi Industrial Area Wucheng District Jinhua Zhejiang Province China	Jinhua Funrun Vehicle Technology Co, Ltd Email: tangbodesign@foxmail.com	Trade				\$141,714.44
9 Tractor Supply Co c/o Event Logistics, Inc 1801 W End Ave, Ste 1530 Nashville, TN 37203	Tractor Supply Co Email: str1701@tractorsupply.com	Trade				\$113,477.11
10 Norton Lilly International 1 St Louis Centre, Ste 5000 Mobile, AL 36602	Norton Lilly International Email: CUL-perdiem@nortonlilly.com	Trade				\$36,760.00
11 Brotherhood Transports Attn: Dispatch/Accounts Receivable 3929 E 1st St, Ste 4201 Los Angeles, CA 90063	Brotherhood Transports Email: bryan.arriaga@brotherhoodtransports.com	Trade				\$36,454.00

Debtor name Performance Powersports Group Investor, LLC

Case No. (If known) _____

(Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
12 Mediterranean Shipping Co (MSC) 700 Watermark Blvd Charleston, SC 29464	Mediterranean Shipping Co (MSC) Email: us038-helpmeimport@msc.com	Trade				\$30,929.00
13 UFP Chandler, LLC AR Lockbox 6878 W Chandler Blvd Chandler, AZ 85226-3347	UFP Chandler, LLC Email: Amber.Oneil@ufpi.com	Trade				\$17,130.00
14 Fresh Content Society 790 Frontage Rd, Ste 523 Northfield, IL 60093	Fresh Content Society Email: s@freshcontentsociety.com	Trade				\$15,000.00
15 Rich Pacific USA, Inc 21680 Gateway Center Dr, Ste 128 Diamond Bar, CA 91765	Rich Pacific USA, Inc Email: operation7@richpacificusa.com	Trade				\$14,625.00
16 Velvet Hammer Branding, LLC Attn: Bill Rempe 100 Pheasant Woods Ct Loveland, OH 45140	Velvet Hammer Branding, LLC Email: eunger@velvethammerbranding.com	Trade				\$13,000.00
17 Snell & Wilmer 1 Arizona Ctr 400 E Van Buren, Ste 1900 Phoenix, AZ 85004-2202	Snell & Wilmer Email: ar@swlaw.com	Legal Services				\$11,084.98
18 Cherry Bekaert LLP P.O. Box 25549 Richmond, VA 23260-5500	Cherry Bekaert LLP Email: invoicing@cbh.com	Trade				\$8,600.00

Debtor name Performance Powersports Group Investor, LLC

Case No. (If known) _____

(Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
19 Patsy Goss Address Redacted	Patsy Goss Email: billygoss@pds.net	Settlement				\$6,953.00
20 Summit Outdoors, LLC Attn: Jeff Collier 17404 SE 19th St Vancouver, WA 98683	Summit Outdoors, LLC Tel: 360-836-6774 Email: jscollier@comcast.net	Trade				\$5,813.85
21 Senfeng Laser USA Inc 5989 Rickenbacker Rd Commerce, CA 90040	Senfeng Laser USA Inc Tel: 213-275-8643 Email: INFO@SENFENGLASERUSA.COM	Trade				\$3,000.00
22 Rpm Motorsports of Texas Attn: Ron Massoletti 1515 Oak Timbers Cir Harker Heights, TX 76548	Rpm Motorsports of Texas Tel: 254-466-5298 Email: racingrpm1952@yahoo.com	Trade				\$2,822.00
23 Joe's Lawn & Garden 1141 26th St Allegan, MI 49010	Joe's Lawn & Garden Tel: 269-673-8736 Email: joeslawnandgarden@charter.net	Trade				\$2,667.63
24 Family Farm & Home Service Center 4325 Plainfield Ave NE Grand Rapids, MI 49525	Family Farm & Home Service Center Email: pete@familyfarmandhome.com	Trade				\$2,329.00
25 Rg Small Engine 1250 N Winchester St, Ste A Olathe, KS 66061	Rg Small Engine Tel: 913-839-2495; 913-660-3569 Email: rob@rgsmallengine.com	Trade				\$1,896.96

Debtor name Performance Powersports Group Investor, LLC

Case No. (If known) _____

(Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
26 Sundance GS LLC 4104 W Spring Creek Pkwy Plano, TX 75024	Sundance GS LLC Email: tangbodesign@foxmail.com	Trade				\$1,802.00
27 Starr Lawn & Garden 3929 S Division Wayland, MI 49348	Starr Lawn & Garden Tel: 269-792-4123 Email: rreurink.starrlawn@gmail.com	Trade				\$1,685.47
28 Cosco Shipping Lines 9659 N Sam Houston Pkwy E, Ste 150, 240 Humble, TX 77396	Cosco Shipping Lines Email: HOUACCTG@COSCO-USA.com	Trade				\$1,635.00
29 Wan Hai Lines Ltd Attn: Imports 17200 N Perimeter Dr, Ste 200 Scottsdale, AZ 85255	Wan Hai Lines Ltd Email: usperdiem@wanhai.com	Trade				\$1,475.00
30 Wtp Service 176-25 Union Turnpike Fresh Meadows, NY 11366	Wtp Service Email: info@wtp-register.com	Trade				\$1,420.00

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
PERFORMANCE POWERSPORTS)	Case No. 23-_____ ()
GROUP HOLDINGS, INC.,)	
)	
Debtor.)	
)	

CERTIFICATION OF CREDITOR MATRIX

Pursuant to Rule 1007-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, the above-captioned debtor and its affiliated debtors in possession (collectively, the “Debtors”)¹ hereby certify that the *Creditor Matrix* submitted contemporaneously herewith contains the names and addresses of the Debtors’ creditors. To the best of the Debtors’ knowledge, the *Creditor Matrix* is complete, correct, and consistent with Debtors’ books and records.

The information contained herein is based upon a review of the Debtors’ books and records as of the petition date. However, no comprehensive legal and/or factual investigations with regard to possible defenses to any claims set forth in the *Creditor Matrix* have been completed. Therefore, the listing does not, and should not, be deemed to constitute: (1) a waiver of any defense to any listed claims; (2) an acknowledgement of the allowability of any listed claims; and/or (3) a waiver of any other right or legal position of the Debtors.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each of the Debtors’ respective federal tax identification numbers, are as follows: Performance Powersports Group Investor, LLC (2068); Performance Powersports Group Holdings, Inc. (0823); Performance Powersports Group Purchaser, Inc. (1533); Performance Powersports Group, Inc. (3380). The Debtors’ headquarters and mailing address is: 1775 East University Drive, Tempe, Arizona 85281.

Fill in this information to identify the case and this filing:	
Debtor Name	Performance Powersports Group Holdings, Inc.
United States Bankruptcy Court for the:	District of Delaware (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration **List of Equity Security Holders, Corporate Ownership Statement, and Certification of Creditor Matrix**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

01/16/2023
MM/ DD/YYYY

Ken Vanden Berg
Signature of individual signing on behalf of debtor

Ken Vanden Berg

Printed name

Chief Financial Officer

Position or relationship to debtor

PERFORMANCE POWERSPORTS GROUP INVESTOR, LLC

PERFORMANCE POWERSPORTS GROUP HOLDINGS, INC.

PERFORMANCE POWERSPORTS GROUP PURCHASER, INC.

AND

PERFORMANCE POWERSPORTS GROUP, INC.

Certificate of Chief Financial Officer

The undersigned, being the duly appointed and acting Chief Financial Officer of (i) Performance Powersports Group Investor, LLC, a Delaware limited liability company ("Investor"), (ii) Performance Powersports Group Holdings, Inc., a Delaware corporation ("Holdings"), (iii) Performance Powersports Group, Inc. (f/k/a Rich Godfrey & Associates Inc.), an Arizona corporation ("PPG") and (iv) Performance Powersports Group Purchaser, Inc., a Delaware corporation ("Purchaser," and together with Holdings and PPG, the "Companies" and each, a "Company"), does hereby certify that the resolutions attached hereto as Exhibit A and the taking of the actions contemplated thereby were approved and duly adopted by a written consent of the Board of Directors of Investor and each Company on January 16, 2023 pursuant to Investor's Limited Liability Company Agreement, dated as of October 8, 2021, the bylaws of each Company, the Business Corporation Act of the State of Arizona, as amended, the General Corporation Law of the State of Delaware, as amended, and the Limited Liability Company Act of the State of Delaware, as amended.

IN WITNESS WHEREOF, the undersigned, in his capacity as the Chief Financial Officer of Investor and the Companies, hereby certifies to the forgoing as of the 16 day of January, 2023.


Name: Ken Vanden Berg
Title: Chief Financial Officer

**Resolutions Adopted by the
Boards of Directors (collectively, the “Boards” and each, a “Board”) of
(i) Performance Powersports Group Investor, LLC (“Investor”)
(ii) Performance Powersports Group Holdings, Inc. (“Holdings”)
(iii) Performance Powersports Group, Inc. (f/k/a Rich Godfrey & Associates Inc.) (“PPG”),
and (iv) Performance Powersports Group Purchaser, Inc. (“Purchaser,” and together with
Holdings and PPG, the “Companies” and each, a “Company”)**

By Written Consent, dated January 16, 2023

CHAPTER 11 FILING

WHEREAS, the Boards have considered presentations by the management and the investment banking advisors and legal advisors of Investor and the Companies regarding the financial situation of the Companies, the strategic alternatives available to them, and the effect of the foregoing on the Companies’ businesses; and

WHEREAS, the Boards have had the opportunity to consult with the management and the investment banking advisors and legal advisors of Investor and the Companies and to fully consider each of the strategic alternatives available to the Companies.

NOW THEREFORE, BE IT RESOLVED, that in the judgment of the Boards, it is desirable and in the best interests of Investor and the Companies, their creditors, and other parties in interest, that Investor and each of the Companies shall be, and hereby is, authorized to file or cause to be filed a voluntary petition for relief (such voluntary petitions to be filed by the Companies are collectively referred to herein as the “Chapter 11 Cases”) under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”); and be it

FURTHER RESOLVED, that the appropriate officers of Investor and the Companies, as applicable (collectively, the “Authorized Officers”), acting alone or with one or more other Authorized Officers be, and each of them hereby is, authorized, empowered, and directed to execute and file on behalf of Investor and the Companies all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary or proper to (i) maintain the ordinary course operation of Investor’s and the Companies’ businesses and (ii) maintain the current value of Investor’s and the Companies’ assets, or to assist Investor and the Companies in the Chapter 11 Cases and in carrying out their respective duties under the provisions of the Bankruptcy Code; without limiting the foregoing, Peter S. Kravitz is designated as an Authorized Officer.

DEBTOR-IN-POSSESSION FINANCING, CASH COLLATERAL, AND ADEQUATE PROTECTION

WHEREAS, each of the Companies will obtain benefits from: (i) the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), which is security for certain prepetition secured lenders party to that

certain Credit Agreement dated as of Credit Agreement dated as of October 8, 2021, among Purchaser, the financial institutions party thereto from time to time, and Twin Brook Capital Partners, LLC, and (ii) certain debtor-in-possession financing (the “DIP Financing”) provided by Tankas Funding VI, LLC (the “DIP Lender”);

WHEREAS, to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Companies will provide certain adequate protection to the Pre-Petition Secured Lender (the “Adequate Protection Obligations”), as documented in a proposed interim order (the “Interim DIP Order”) and submitted for approval to the Bankruptcy Court;

WHEREAS, the DIP Lender is an affiliate of Kinderhook Industries, LLC and its affiliated investment funds;

WHEREAS, the Boards have previously appointed Peter S. Kravitz (the “Disinterested Director”) as the disinterested director of the Boards of Investor and the Companies to explore strategic and/or financial alternatives as the Disinterested Director may determine to be advisable for the Companies and their stakeholders in light of the Companies’ cash flow, liquidity, and general financial condition, including the possibilities of seeking alternative financing, or undertaking a sale, restructuring, reorganization, or other recapitalization transaction and related financing;

WHEREAS, following consultation with the Companies’ management, consultants and advisors, the Disinterested Director has determined it to be advisable and in the best interests of Investor and the Companies for the Companies to enter into the DIP Agreement Documents (as defined below) with the DIP Lender; and

WHEREAS, the Disinterested Director hereby recommends that the Boards authorize and approve that the Companies enter into the DIP Agreement Documents and the incurrence of the borrowings thereunder.

NOW THEREFORE, BE IT RESOLVED, that in the business judgment of the Boards, it is desirable and in the best interests of Investor and the Companies, their respective stakeholders, creditors, and other parties in interest, for the Companies to enter into a certain new debtor-in-possession agreement, in substantially the form of the term loan facility term sheet set forth as **Exhibit A** attached hereto, as it may (in accordance with such term sheet) be amended, modified, supplemented or superseded by definitive financing documentation containing the terms and conditions set forth in such term sheet (such term sheet and definitive financing documentation, the “DIP Agreement”), with the DIP Lender; and be it

FURTHER RESOLVED, that the form, terms, and provisions of the DIP Agreement (including the borrowing of money, granting of liens on substantially all assets of the Companies, and the guaranty of obligations reflected therein), and the form, terms, and provisions of such other agreements, certificates, schedules, and instruments contemplated thereby (including the DIP Agreement, collectively, the “DIP Agreement Documents”) be, and hereby are, authorized, adopted, and approved, and each of the Authorized Officers of the Companies be, and hereby is, authorized and empowered, in the name of and on behalf of the Companies, to take such

actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of the DIP Agreement Documents, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof submitted to the Boards, with such changes, additions, and modifications thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such officers' execution and delivery thereof; and be it

FURTHER RESOLVED, that the form, terms, and provisions of the Interim DIP Order to which the Companies are or will be subject, and the actions and transactions contemplated thereby be, and hereby are, authorized, adopted, and approved, and each of the Authorized Officers of the Companies be, and hereby are, authorized and empowered, in the name of and on behalf of the Companies, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, objections, replies, or other papers or documents to which any of the Companies is or will be a party, including, but not limited to, any term sheet, credit agreement, security and pledge agreement, or guaranty agreement (collectively with the Interim DIP Order and the DIP Agreement Documents, the "DIP Documents"), and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof submitted to the Boards, with such changes, additions, and modifications thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such officers' execution and delivery thereof; and be it

FURTHER RESOLVED, that each of the Companies, as debtor and debtor-in-possession under the Bankruptcy Code be, and hereby is, authorized to incur the Adequate Protection Obligations and certain secured claims pursuant to the DIP Documents and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions"); and it is

FURTHER RESOLVED, that the Authorized Officers of the Companies be, and they hereby are, authorized and directed, and each of them acting alone hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Companies, as debtor and debtor-in-possession, to take such actions as in their discretion is determined to be necessary, desirable, or appropriate and execute the Adequate Protection Transactions, including delivery of: (a) the DIP Documents and such agreements, certificates, instruments, guaranties, notices, and any and all other documents, including, without limitation, any amendments to any DIP Documents (collectively, the "Adequate Protection Documents"); (b) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by the DIP Lender; and (c) such forms of deposit account control agreements, officer's certificates, and compliance certificates as may be required by the DIP Documents or any other Adequate Protection Document; and be it

FURTHER RESOLVED, that each of the Authorized Officers of the Companies be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Companies to file or to authorize the DIP Lender to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of the

Companies that the DIP Lender deems necessary or appropriate to perfect any lien or security interest granted under the Interim DIP Order and/or the DIP Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Companies and such other filings in respect of intellectual and other property of the Companies, in each case as the DIP Lender may reasonably request to perfect the security interests of the DIP Lender under the DIP Documents; and be it

FURTHER RESOLVED, that each of the Authorized Officers of the Companies be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Companies to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the DIP Documents and the Adequate Protection Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with the foregoing resolutions, in accordance with the terms of the DIP Documents and the Adequate Protection Documents, which shall in their sole judgment be necessary, proper, or advisable to perform any of the Companies’ obligations under or in connection with the Interim DIP Order, the other DIP Documents or any of the other Adequate Protection Documents and the transactions contemplated therein and to fully carry out the intent of the foregoing resolutions.

SALE OF ASSETS

WHEREAS, following consultation with the Companies’ management, consultants and advisors, the Disinterested Director has determined it to be advisable and in the best interests of the Companies for the Companies to enter into an Asset Purchase Agreement with the DIP Lender or its assignee (the “Purchaser”), in substantially the form attached hereto as **Exhibit B** (the “Purchase Agreement”); and

WHEREAS, the Disinterested Director hereby recommends that the Boards authorize and approve that the Companies enter into the Purchase Agreement and the Purchase Agreement Ancillary Documents (as defined below).

NOW THEREFORE, BE IT RESOLVED, the Boards and Investor, as the sole equity holder of Holdings, have determined that it is advisable and in the best interest of the Companies to enter into the Purchase Agreement; and be it

FURTHER RESOLVED, that the form and terms of the Purchase Agreement are hereby approved, adopted and ratified in all respects; that subject to the Bid Procedures referenced below, the Companies are hereby authorized to execute, deliver and perform such Purchase Agreement and to consummate the transactions contemplated thereby; and that each of the Authorized Officers is hereby authorized and directed to execute and deliver, in the name and on behalf of the Companies, the Purchase Agreement, in substantially the form hereby approved, with such changes as any Authorized Officer shall approve on behalf of the Companies, such approval to be conclusively established by the execution and delivery thereof; and be it

FURTHER RESOLVED, that the form and terms of (i) the Bid Procedures, (ii) the Bid Procedures Order, (iii) the Bill of Sale, (iv) the Sale Order, (v) the Assignment and Assumption Agreement and (vi) the Intellectual Property Assignment Agreement (collectively, the “Purchase Agreement Ancillary Documents”) with respect to the Purchase Agreement, substantially in the forms presented to the Boards and Investor, are hereby approved, adopted and ratified in all respects; that the Companies are hereby authorized to execute, deliver and perform such Purchase Ancillary Documents and to consummate the transactions contemplated thereby; and that each Authorized Officer is hereby authorized and directed to execute and deliver, in the name and on behalf of the Companies, such Purchase Agreement Ancillary Documents in substantially the forms hereby approved, with such changes as any Authorized Officer shall approve on behalf of the Companies, such approval to be conclusively established by the execution and delivery thereof; and be it

FURTHER RESOLVED, that the form and terms of any and all other documents to be delivered by the Companies to the Purchaser in connection with the consummation of the transactions contemplated by the Purchase Agreement, including all exhibits and schedules thereto (the “Supplemental Documents”) in the forms approved by any Authorized Officer after the date hereby, are hereby approved, adopted and ratified in all respects; that the Companies are hereby authorized to execute, deliver and perform such Supplemental Documents and to consummate the transactions contemplated thereby; and that each Authorized Officer is hereby authorized and directed to execute and deliver, in the name and on behalf of the Companies, such Supplemental Documents in substantially the forms hereby approved, with such changes as any Authorized Officer shall approve on behalf of the Companies, such approval to be conclusively established by the execution and delivery thereof; and be it

GENERAL AUTHORITY

FURTHER RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the Authorized Officers (and their designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of the Companies, to take or cause to be taken any and all such other and further action, including, without limitation, the retention of any professionals by the Investor and the Companies in connection with the forgoing resolutions, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in the case as in such officer’s or officers’ judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

FURTHER RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Companies, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Companies with the same force and effect as if each such act, transaction, agreement, or certificate has been specifically authorized in advance by resolution of the Boards and Investor; and be it

FURTHER RESOLVED, that in connection with the transactions contemplated by the preceding resolutions, the Authorized Officers are, and each of them hereby is, authorized in the name and on behalf of Investor and each Company, to certify any more formal or detailed resolutions as such Authorized Officer may deem necessary, appropriate or desirable to effectuate the intent of the foregoing resolutions; and that thereupon such resolutions shall be deemed adopted as the resolutions of the Boards as if set forth at length herein.