Court File No.

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 KIDKRAFT, INC., SOLOWAVE DESIGN HOLDINGS LIMITED, SOLOWAVE DESIGN INC., SOLOWAVE INTERNATIONAL INC. AND SOLOWAVE DESIGN LP

APPLICATION OF KIDKRAFT, INC. UNDER SECTION 46 OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

APPLICATION RECORD OF THE APPLICANT

May 10, 2024

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Court File No.

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

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APPLICATION OF KIDKRAFT, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

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TAB 1

Court File No.

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APPLICATION OF KIDKRAFT, INC. UNDER SECTION 46 OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing

In writing
In person
By telephone conference
By video conference
at the following location:

https://ca01web.zoom.us/j/61804264297?pwd=MEpzRUtlUVB0UGc4eStsVGNtYmkxUT09

On May 10, 2024 at 4:00 p.m. or as soon after such time as the application may be heard, before a judge presiding over the Commercial List.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date	Issued by		
		Local Registrar	
	Address of	Superior Court of Justice	
	court office:	330 University Avenue, 9th Floor	
		Toronto ON	
		M5G 1R7	

TO: THE SERVICE LIST

APPLICATION

- 1. The applicant, KidKraft, Inc. ("KidKraft", and together with its debtor and non-debtor affiliates, the "Company"), in its capacity as the proposed foreign representative of itself and Solowave Design Holdings Limited, Solowave Design Inc. and Solowave International Inc. (collectively, the "Canadian Corporate Debtors"), and Solowave Design LP (together with the Canadian Corporate Debtors, the "Canadian Debtors"), makes this application for the following relief pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") and section 106 of the Courts of Justice Act, R.S.O. 1990, as amended (the "CJA"):
 - (a) an order (the "Interim Stay Order"), substantially in the form set out at Tab 4 of the Application Record, among other things, granting an interim stay of proceedings in respect of KidKraft and the Canadian Debtors, and their respective directors and officers;
 - (b) an order (the "Initial Recognition Order"), substantially in the form to be filed, among other things:
 - (i) recognizing the Chapter 11 Cases (as defined below) commenced in respect of KidKraft and the Canadian Debtors in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "U.S. Court") as a "foreign main proceeding" as defined in section 45 of the CCAA; and
 - (ii) recognizing KidKraft as the "foreign representative" (in such capacity, the "Foreign Representative") of KidKraft and the Canadian Debtors, as defined in section 45 of the CCAA;

- (c) an order (the "Supplemental Order"), substantially in the form to be filed, among other things:
 - (i) recognizing certain other orders issued by the U.S. Court in the Chapter 11

 Cases (the "First Day Orders"), including an interim order authorizing the

 Chapter 11 Debtors (as defined below) to obtain postpetition debtor-inpossession financing;
 - (ii) granting a stay of proceedings in respect of KidKraft and the Canadian Debtors and their respective directors and officers;
 - (iii) extending the protections and authorizations in the Supplemental Order to Solowave Design LP;
 - (iv) appointing KSV Restructuring Inc. ("KSV Restructuring") as the information officer in this proceeding (in such capacity, the "Information Officer"); and
 - (v) granting a Court-ordered charge on the present and future assets, property and undertakings of KidKraft located in Canada and of the Canadian Debtors (the "Canadian Property") to secure:
 - (A) the professional fees and disbursements incurred in respect of this proceeding by the Information Officer, its counsel, and KidKraft and the Canadian Debtors' Canadian counsel (up to a maximum amount of CAD\$750,000) (the "Administration Charge");
 - (B) the indemnity granted by KidKraft and the Canadian Debtors in favour of their respective directors and officers in respect of obligations and liabilities in Canada that they may incur as directors

- or officers after the commencement of this proceeding (up to a maximum amount of CAD\$100,000) (the "**D&O Charge**");
- (C) a debtor-in-possession credit facility (the "DIP Charge", and collectively with the Administration Charge and the D&O Charge, the "Charges"); and
- (d) such further and other relief as this Honourable Court deems just.
- 2. KidKraft's application is proposed to proceed in stages. At the initial return date, May 10, 2024, KidKraft will seek: (a) the Interim Stay Order; and (b) the scheduling of the hearing for the Initial Recognition Order and the Supplemental Order following the entry of the First Day Orders by the U.S. Court.

3. THE GROUNDS FOR THE APPLICATION ARE:

- (a) KidKraft is a privately held company that is a leader in branded, sustainable, woodbased active and imaginative play products such as swing sets, dollhouses, playhouses, and more. KidKraft distributes its products through several large stores, including Costco, Sam's Club, Target, and Walmart, online retailers, including Amazon and Wayfair, as well as through direct-to-consumer sales from the Company's website.
- (b) On May 10, 2024 (the "Petition Date"), each of KidKraft, the Canadian Debtors and six other debtors and debtors in possession (collectively, the "Chapter 11"

Debtors") filed voluntary petitions for relief (together, the "**Petitions**") pursuant to Chapter 11 of the U.S. Bankruptcy Code with the U.S. Court. The cases commenced by the Chapter 11 Debtors in the U.S. Court are referred to herein as the "**Chapter 11 Cases**". Contemporaneously therewith, the Chapter 11 Debtors began filing certain first day motions and application with the U.S. Court (collectively, the "**First Day Motions**") seeking, among other things, authority to continue to operate their business in the ordinary course and entry of an order authorizing KidKraft to act as the Foreign Representative in respect of the Chapter 11 Cases of KidKraft and the Canadian Debtors (the "**Foreign Representative Order**").

- (c) A hearing before the U.S. Court in respect of the First Day Motions is scheduled for May 13, 2024. If the U.S. Court grants the requested First Day Orders, including the Foreign Representative Order, they are expected to be available shortly thereafter.
- (d) Other than the Chapter 11 Cases, no other foreign proceeding (as defined in subsection 45(1) of the CCAA) in respect of KidKraft and the Canadian Debtors has been commenced.

The Chapter 11 Debtors are KidKraft, Inc., KidKraft Europe, LLC, KidKraft Intermediate Holdings, LLC, KidKraft International Holdings, Inc., KidKraft Partners, LLC, KidKraft International IP Holdings, LLC, Solowave Design Corp., Solowave Design Holdings Limited, Solowave Design Inc., Solowave Design LP, and Solowave International Inc.

- (e) The Company's organizational structure consists of eighteen entities, of which eleven are debtors in the Chapter 11 Cases (defined above as the Chapter 11 Debtors).
- (f) All of the Chapter 11 Debtors are incorporated or established under the laws of theU.S., with the exception of the Canadian Debtors.
- (g) Each of the Canadian Corporate Debtors is incorporated under the laws of Ontario, and Solowave Design LP is a limited partnership formed under the laws of Alberta.
- (h) The Company's business in Canada is principally as a distributor to national retailers. The Company has no headquarters, office locations, or retail locations in Canada. The Company supplies its products to its customers in Canada via a third-party logistics provider located in Mississauga, Ontario, which stores and distributes inventory owned by KidKraft or Solowave Design LP, pursuant to a logistics services agreement.
- (i) The Chapter 11 Debtors' primary long-term debt consists of that certain Amended and Restated First Lien Credit Agreement dated as of April 3, 2020, among KidKraft and KidKraft Netherlands B.V., a private company with limited liability incorporated under the laws of The Netherlands, as borrowers, KidKraft Intermediate Holdings, LLC and its subsidiaries that are guarantors thereto, the lender party thereto, and the administrative agent (as amended, restated, amended and restated, extended, supplemented or otherwise modified, the "Prepetition Credit Agreement"). The lender has provided commitments under the Prepetition

Credit Agreement consisting of revolving credit commitments and term loan commitments, (such commitments, collectively, the "Prepetition First Lien Revolving Facility") and term loan commitments (such commitments, collectively, the "Prepetition First Lien Term Facility"), each of which are secured by a first priority lien on substantially all of the Chapter 11 Debtors' assets, as well as liens on the Company's Dutch subsidiaries' assets.

- On January 31, 2024, a Forbearance, Amendment No. 5 and Joinder to Amended and Restated First Lien Credit Agreement (the "Fifth Amendment") was entered into in connection with the Debt Sale (defined below) and joined KidKraft's Dutch and Canadian affiliates (i.e., the Canadian Debtors) as guarantors under the Prepetition Credit Agreement, joined KidKraft Netherlands B.V. as a co-borrower, increased the priority revolving commitments under the Prepetition Credit Agreement to USD\$26,780,000, and extended the maturity of the term loans under the Prepetition Credit Agreement from June 30, 2023 to June 30, 2024.
- (k) As security for the guarantees, the following agreements were entered into, among others:
 - (i) a security agreement supplement dated January 31, 2024, whereby the Canadian Debtors became parties to the original security agreement securing the obligations under the Prepetition Credit Agreement;
 - (ii) a general security agreement dated January 31, 2024, whereby the Canadian Debtors pledged a security interest in all of the Canadian Debtors' personal

- property and securities (except certain excluded personal property and interests);
- (iii) patent security agreements dated January 31, 2024 and February 8, 2024, whereby security interests were granted over certain U.S. and Canadian patents held by Solowave Design Inc., Solowave Design LP and/or KidKraft; and
- (iv) trademark security agreements dated January 31, 2024 and February 8, 2024, whereby security interests were granted over certain U.S. and Canadian trademark mark registrations and applications owned by Solowave Design Inc. and/or KidKraft.
- (l) As of the Petition Date, the Chapter 11 Debtors' aggregate principal outstanding funded debt obligations under the Prepetition Credit Agreement total approximately USD\$144,900,000, plus accrued and unpaid interest.
- (m) The Company is currently facing significant balance sheet and liquidity challenges, caused by a range of factors that ultimately resulted in the Company's operating margins being squeezed. The Company proactively worked to address their balance sheet and liquidity challenges, including through a balance sheet restructuring in 2023 and by running multiple robust out-of-court sale processes prior to the Petition Date.
- (n) In connection with these actions, the Company engaged advisors to explore strategic alternatives, including a potential sale of all or substantially all of the assets or equity of the Company. After a sale process undertaken in the fall of 2023

failed to result in a sale, the Company continued to face significant liquidity challenges and worked with its advisors to begin contingency planning for a potential in-court restructuring process in December 2023 and January 2024.

- (o) Subsequently, an agreement was reached pursuant to which 1903 Partners, LLC ("Gordon Brothers") purchased the existing debt under the Prepetition Credit Agreement (the "Debt Sale"). In connection therewith, Gordon Brothers provided additional financing in the form of revolving priority loans to the Company through the Fifth Amendment, giving the Company crucial liquidity to maintain its operations and prevent further degradation of its business while the Company and Gordon Brothers worked collaboratively to explore value-maximizing strategic alternatives.
- (p) Following a second sale process in the spring of 2024, Backyard Products, LLC (the "Purchaser") emerged with a bid to purchase a substantial majority of the Company's assets with such sale to be effectuated in Chapter 11 (the "Sale Transaction"). On April 25, 2024, the Chapter 11 Debtors, Gordon Brothers, MidOcean Partners IV, L.P., and the Purchaser entered into a restructuring support agreement (the "RSA"), documenting the parties' commitment to the restructuring transactions described in the RSA.
- (q) Among other things, the RSA contemplates Gordon Brothers voting in favour of a joint prepacked Chapter 11 plan (the "Plan") and providing debtor-in-possession financing (the "DIP Facility"), and the sale of certain of the Chapter 11 Debtors' assets to the Purchaser through the Chapter 11 Cases.

(r) Prior to the Petition Date, on May 9, 2024, Amendment No. 6 to the Amended and Restated First Lien Credit Agreement was entered into, which documented the amendments to the Prepetition First Lien Term Facility pursuant to the RSA and accounted for the additional commitments that had been advanced since entry into the Fifth Amendment.

The Interim Stay Order Is Necessary

- (s) Given the filing of the Petitions with the U.S. Court and the commencement of the Chapter 11 Cases, and the nature of the operations in Canada, KidKraft and the Canadian Debtors are in urgent need of an interim stay of proceedings in Canada pending the entry of the First Day Orders and a further hearing in Canada seeking their recognition and commencing proceedings under the CCAA.
- (t) Maintaining the status quo will prevent unnecessary disruptions within the Chapter 11 Debtors' Canadian supply chain and Canadian business. In particular, an interim stay is necessary to protect the Company's valuable inventory, which is currently stored in, or in transit within, Canada by third parties, which is proposed to secure the Company's proposed DIP Facility and be included as part of the Sale Transaction.
- (u) Subject to the automatic stay that arises upon the filing of the Petitions with the U.S. Court and the proposed Canadian stay of proceedings requested from this Court: (a) counterparties to agreements with KidKraft relating to its Canadian business and with the Canadian Debtors could seek to terminate such agreements due to the recent commencement of Chapter 11 Cases; and (b) creditors of KidKraft

and the Canadian Debtors could seek to pursue self-help remedies against the Canadian Property in Canada.

The Chapter 11 Cases Are Foreign Main Proceedings

- (v) KidKraft and the Canadian Debtors are all currently parties to the Chapter 11 Cases pursuant to the Petitions, which were filed in the U.S. Court under Chapter 11 of the U.S. Bankruptcy Code.
- (w) The Chapter 11 Cases constitute a "foreign proceeding" pursuant to subsection 45(1) of the CCAA.
- (x) Once appointed as Foreign Representative of itself and the Canadian Debtors, KidKraft, falling under the definition of "foreign representative" under section 45(1) of the CCAA, may apply to this Court for recognition of the Chapter 11 Cases pursuant to section 46(1) of the CCAA.
- (y) Each of the Chapter 11 Debtors' centre of main interest is located in the U.S. and, as such, the within proceedings are a "foreign main proceeding" for the purposes of section 45(1) of the CCAA.

A Stay of Proceedings Is Required and Appropriate

Under section 48 of the CCAA, this Court shall, in the case of a foreign main proceeding, exercise its jurisdiction to prohibit the commencement or furtherance of any action, suit or proceeding against KidKraft and the Canadian Debtors, subject to any terms and conditions it considers appropriate.

(aa) The requested stay in Canada is essential to ensure the Sale Transaction can be completed.

Recognition of the First Day Orders Is Appropriate

- (bb) The Chapter 11 Debtors are seeking the First Day Orders to enable the operation of the Company's business without disruption. KidKraft, in its capacity as proposed Foreign Representative, will be seeking recognition of certain First Day Orders, if granted, pursuant to the proposed Supplemental Order.
- (cc) The recognition of the First Day Orders in Canada pursuant to this Court's authority under section 49 of the CCAA is necessary to achieve coordination with the Chapter 11 Cases and allow the Company to pursue an orderly restructuring within the Chapter 11 Cases and this proceeding.

Appointment of an Information Officer Is Appropriate

- (dd) KSV Restructuring is a licensed trustee in bankruptcy in Canada and its principals have acted as an information officer in several previous ancillary proceedings (both under Part IV of the CCAA as well as the former section 18.6 of the CCAA).
- (ee) KSV Restructuring has consented to acting as Information Officer in this proceeding.

The Charges Are Necessary and Appropriate

(ff) The proposed Supplemental Order will provide for the Administration Charge, the D&O Charge and DIP Charge.

- (gg) The Administration Charge is necessary to secure the obligations of KidKraft and the Canadian Debtors with respect to the fees and disbursements of such professionals incurred in respect of this proceeding. The Administration Charge is proposed to rank in priority to all other secured and unsecured claims.
- (hh) The D&O Charge is necessary to secure the indemnity obligations of KidKraft and the Canadian Debtors to their directors and officers in respect of obligations and liabilities that such directors and officers may incur during this proceeding in their capacities as directors and officers. The D&O Charge is proposed to rank in priority to all other secured and unsecured claims, other than the Administration Charge.
- (ii) The Chapter 11 Debtors require the additional financing provided by the DIP Facility. Financing on a postpetition basis is not otherwise available and is not available on terms more favourable than the terms contained in the DIP Facility. The DIP Facility represents the best available option for the Chapter 11 Debtors and will benefit all parties in interest.
- (jj) The amounts actually borrowed by the Chapter 11 Debtors under the DIP Facility are proposed to be secured by the DIP Charge, ranking in priority to all other secured and unsecured claims, other than the Administration Charge and the D&O Charge.
- (kk) A going concern outcome is only available if the relief sought, including the DIPCharge, is granted.

General

- (ll) The CCAA, including Part IV.
- (mm) The CJA, including section 106.
- (nn) Such further and other grounds as counsel may advise.
- 4. The following documentary evidence will be used at the hearing of the application:
 - (a) the affidavit(s) of Geoffrey Walker, to be sworn;
 - (b) the affidavit(s) of Emilie Dillon, to be sworn;
 - (c) the consent of KSV Restructuring to act as the Information Officer; and
 - (d) such further and other evidence as counsel may advise and this Honourable Court may permit.

May 10, 2024

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Lawyers for the Applicant

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

Court File No:

AND IN THE MATTER OF KIDKRAFT, INC. SOLOWAVE DESIGN HOLDINGS LIMITED., SOLOWAVE DESIGN INC., SOLOWAVE INTERNATIONAL INC. AND SOLOWAVE DESIGN LP

APPLICATION OF KIDKRAFT, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

NOTICE OF APPLICATION

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TAB 2

Court File No.

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

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Applicant

AFFIDAVIT OF GEOFFREY WALKER

I, Geoffrey Walker, of the City of Dallas, in the State of Texas, MAKE OATH AND SAY:

- 1. I am the Chief Executive Officer and President of KidKraft, Inc. ("**KidKraft**", and together with its debtor and non-debtor affiliates, the "**Company**"). I joined the Company in 2019 and have served in my current role since that time.
- 2. As Chief Executive Officer and President of the KidKraft, I am familiar with, and have personal knowledge regarding, the Chapter 11 Debtors' (defined below) businesses, day-to-day operations, financial affairs, and books and records, including those of Solowave Design Holdings Limited, Solowave International Inc. and Solowave Design Inc. (collectively, the "Canadian Corporate Debtors"), and Solowave Design LP (together with the Canadian Corporate Debtors, the "Canadian Debtors"). As such, I have personal knowledge of the matters deposed herein. Where I have relied on other sources of information, I have so stated and believe them to be true. In preparing this affidavit, I have also consulted with the Company's senior management team,

and financial and legal advisors. The Company does not waive or intend to waive any applicable privilege by any statement in this affidavit.

- 3. On May 10, 2024, KidKraft, the Canadian Debtors, and six other debtors and debtors in possession¹ (collectively, the "Chapter 11 Debtors") filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "U.S. Court"). The cases commenced by the Chapter 11 Debtors in the U.S. Court are referred to herein as the "Chapter 11 Cases".
- 4. I affirm this affidavit in support of the application by KidKraft, in its capacity as the proposed foreign representative of the Chapter 11 Debtors (in such capacity, the "Foreign Representative"), for an order (the "Interim Stay Order") pursuant to Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") and section 106 of the Courts of Justice Act, R.S.O. 1990, c C.43, among other things, granting an interim stay of proceedings in respect of the Canadian Debtors and KidKraft, and their respective directors and officers.
- 5. In its notice of application, KidKraft is also seeking the following orders, *inter alia*, which will be the subject of a future hearing following the entry of orders (the "**First Day Orders**") by the U.S. Court in respect of certain First Day Motions (as defined below):

The Chapter 11 Debtors are KidKraft, Inc., KidKraft Europe, LLC, KidKraft Intermediate Holdings, LLC, KidKraft International Holdings, Inc., KidKraft Partners, LLC, KidKraft International IP Holdings, LLC, Solowave Design Corp., Solowave Design Holdings Limited, Solowave Design Inc., Solowave Design LP, and Solowave International Inc.

- (a) an order (the "Initial Recognition Order"), among other things:
 - (i) recognizing the Chapter 11 Cases in respect of KidKraft and the Canadian

 Debtors as "foreign main proceedings" pursuant to Part IV of the of the

 CCAA; and
 - (ii) recognizing KidKraft as the "foreign representative" in respect of the Chapter 11 Cases of KidKraft and the Canadian Debtors; and
- (b) an order (the "Supplemental Order"), among other things:
 - (i) recognizing certain other First Day Orders issued by the U.S. Court in the Chapter 11 Cases, including the Foreign Representative Order (as defined below);
 - (ii) granting a stay of proceedings in respect of KidKraft and the Canadian Debtors and their respective directors and officers;
 - (iii) appointing KSV Restructuring Inc. as the information officer in this proceeding (in such capacity, the "Information Officer");
 - (iv) granting a Court-ordered charge on the present and future assets, property and undertakings of KidKraft located in Canada and of the Canadian Debtors (the "Canadian Property") to secure:
 - (A) the professional fees and disbursements incurred in respect of this proceeding by the Information Officer, its counsel and KidKraft and the Canadian Debtors' Canadian counsel (up to a maximum amount of CAD\$750,000);
 - (B) the indemnity granted by KidKraft and the Canadian Debtors in favour of their respective directors and officers in respect of obligations and liabilities in Canada that they may incur as directors or officers after the commencement of this proceeding (up to a maximum amount of CAD\$100,000); and
 - (C) advances under a debtor-in-possession credit facility.

- 6. The Interim Stay Order is being sought as soon as possible to ensure that the status quo is preserved in respect of KidKraft, the Canadian Debtors and the Canadian Property pending the granting of the First Day Orders by the U.S. Court, including an order authorizing KidKraft to act as Foreign Representative (the "Foreign Representative Order"). In particular, I am concerned that certain of the agreements held by KidKraft relating to its Canadian business and by the Canadian Debtors contain provisions allowing the counterparties to terminate such agreements upon commencement of insolvency proceedings or a change in the Chapter 11 Debtors' financial condition. Further, a third-party logistics provider is in possession of inventory in Canada owned by KidKraft and/or the Canadian Debtors in respect of which the third-party logistics provider may be able to exercise remedies in the absence of a stay. Accordingly, the Interim Stay Order is being requested to protect the Company's Canadian business and the Canadian Property from immediate actions of creditors and contract counterparties in Canada.
- 7. Shortly after the U.S. Court has issued the Foreign Representative Order and the other First Day Orders, KidKraft, in its capacity as the Foreign Representative, intends to return to this Court to seek the Initial Recognition Order and the Supplemental Order.
- 8. All monetary references in this affidavit are in U.S. dollars, unless otherwise stated.
- 9. This affidavit is organized into the following sections:

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PART I - OVERVIEW

- 10. On May 10, 2024 (the "**Petition Date**"), each of the Chapter 11 Debtors filed voluntary petitions for relief (together, the "**Petitions**") pursuant to Chapter 11 of the U.S. Bankruptcy Code with the U.S. Court.
- 11. Also on May 10, 2024, the Chapter 11 Debtors filed or intend to file several first day motions and applications, including a motion seeking the Foreign Representative Order, with the U.S. Court (collectively, the "First Day Motions"). A hearing in respect of the following First Day Motions is expected to be heard by the U.S. Court on May 13:
 - (a) Emergency Motion for Entry of an Order (I) Authorizing KidKraft, Inc. to Act as Foreign Representative and (II) Granting Related Relief;
 - (b) Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts, (B) Continue Using Existing Checks and Business Forms, (C) Maintain Their Corporate Card Program, and (D) Continue Intercompany Transactions and (II) Granting Related Relief;
 - (c) Emergency Application for Entry of Order Appointing Stretto, Inc. as Claims, Noticing, and Solicitation Agent;

- (d) Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) File a Consolidated Creditor Matrix; (B) File a Consolidated List of 30 Largest Unsecured Creditors; and (C) Redact Certain Personal Identification Information; and (II) Granting Related Relief;
- (e) Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay (A) Critical Vendors, (B) Lien Claimants, and (C) 503(b)(9) Claimants; (II) Confirming Administrative Expense Priority of Outstanding Orders; and (III) Granting Related Relief;
- (f) Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain and Administer Their Customer Programs; (B) Renew, Replace, Implement, or Modify Their Customer Programs; and (C) Honor Their Obligations Related to the Customer Programs, and (II) Granting Related Relief;
- (g) Emergency Motion for Entry of an Order (I) Scheduling a Combined Hearing, (II) Establishing Objection Deadlines, (III) Approving the Solicitation Materials and Tabulation Procedures, and (IV) Granting Related Relief;
- (h) Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief;
- (i) Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Continue Their Prepetition Insurance Coverage and Satisfy Prepetition Obligations Related Thereto; (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Coverage on a Postpetition Basis in the Ordinary Course; and (C) Continue Their Prepetition Customs Bond Program and Satisfy Prepetition Obligations Related Thereto; (II) Modifying the Automatic Stay Solely With Respect to Workers' Compensation Claims; and (III) Granting Related Relief;
- (j) Emergency Motion for Entry of an Order Directing Joint Administration of the Debtors' Chapter 11 Cases;
- (k) Emergency Motion for an Order Pursuant to Bankruptcy Rule 1007 Granting an Extension of Time for Filing Schedules and Statements of Financial Affairs;
- (1) Emergency Motion for Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance Payments for Future Utility Services; (II) Prohibiting Utility Companies from Altering, Discontinuing, or Refusing Services; (III) Approving the Debtors' Proposed Procedures for Resolving Additional Adequate Assurance Requests; and (IV) Granting Related Relief;
- (m) Emergency Motion for Entry of Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507 and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing the Debtors to Obtain Postpetition Senior Secured Superpriority Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting

- Adequate Protection to the Prepetition Secured Lenders, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief; and
- (n) Motion for Entry of an Order (I) Authorizing the Debtors to Pay Certain Taxes and Fees and (II) Granting Related Relief.
- 12. In support of the First Day Motions, I will submit a declaration (the "First Day Declaration") to the U.S. Court.
- 13. The First Day Declaration will provide a comprehensive overview of the Company and the events leading up to the commencement of the Chapter 11 Cases. As such, this Affidavit provides only a general overview of the foregoing and focuses on giving this Court information about the operations of the Chapter 11 Debtors incorporated or established under the law of Canada or one of the provinces (*i.e.*, the Canadian Debtors) or otherwise holding any of the Canadian Property, as relevant to the granting of the proposed Interim Stay Order and these proceedings.
- 14. I, or another representative of KidKraft, will provide a further affidavit containing information to support a finding of the centre of main interest of each of the Chapter 11 Debtors and the granting of the other relief sought in the proposed Initial Recognition Order and Supplemental Order.
- 15. In addition, I understand that copies of the Petitions and the filed First Day Declaration will be attached to the affidavit of Emilie Dillon, an associate lawyer with the law firm Osler, Hoskin & Harcourt LLP ("Osler"), Canadian counsel to the Chapter 11 Debtors, and will be provided to the Court at or before the hearing of the application for the Interim Stay Order. I am advised by the Chapter 11 Debtors' U.S. counsel and believe that the U.S. Court office was unable to process certified copies of the Petitions on May 10, 2024. The Foreign Representative will

obtain certified copies of the Petitions as soon as it is able and then immediately forward them to Osler. The certified copies will be provided to this Court as soon as possible upon arrival.

PART II - THE BUSINESS

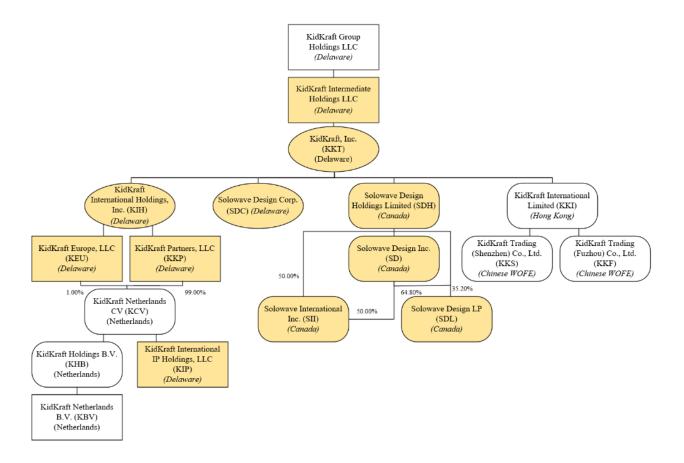
A. Overview

- 16. Founded in Dallas in 1968, KidKraft is a privately held company that is a leader in branded, sustainable, wood-based active and imaginative play products such as swing sets, dollhouses, playhouses, and more. Originally focused on made-from-wood children's furniture, the Company later expanded its product offerings, focusing on imaginative play including dollhouses and role-play kitchens, and in 2008 and 2009 expanded its global footprint by opening offices in the Netherlands to serve the European, Middle Eastern, African, and Asian markets and China to facilitate the production and distribution of the Company's products. The Company further expanded its product offerings to include outdoor playhouses and swing sets and, in 2016, acquired the Solowave Design business a leading maker of outdoor wood play sets in Canada.
- 17. The Company's various product lines are generally divided between products sold for use outdoors (the "Outdoor Business") and products sold for use indoors (the "Indoor Business"). Approximately 59% of the Company's sales were attributable to the Outdoor Business with the remaining 41% attributable to the Indoor Business during the fiscal year ended March 31, 2024.
 - (a) The Outdoor Business has several product lines, including swing sets, playhouses, outdoor furniture, and climbers, with swing sets and playhouses making up the majority of the Company's sales in the Outdoor Business.
 - (b) The Indoor Business similarly has several product lines, including indoor furniture, vehicles and playsets, role play, and doll play. The Indoor Business is well

diversified, with each product category making up between 16% to 35% of the Indoor Business sales. The products are designed to be easily assembled in the home, creating imaginative play for children.

B. The Chapter 11 Debtors and Their Non-Debtor Affiliates

- 18. The Company's organizational structure consists of eighteen entities, of which eleven are debtors in the Chapter 11 Cases. All of the Chapter 11 Debtors are incorporated or established under the laws of the U.S., with the exception of the Canadian Debtors.
- 19. Each of the Canadian Corporate Debtors is incorporated under the laws of Ontario. Solowave Design LP is a limited partnership formed under the laws of the Province of Alberta.
- 20. Solowave Design Holdings Limited is a direct wholly-owned subsidiary of KidKraft. Solowave Design Inc. is a direct wholly-owned subsidiary of Solowave Design Holdings Limited. Solowave International Inc. is 50% owned by Solowave Design Inc. and 50% owned by Solowave Design Holdings Limited. Solowave Design LP's limited partner is Solowave Design Holdings Limited and its general partner is Solowave Design Inc.
- 21. Each of the other Chapter 11 Debtors are also direct or indirect wholly-owned subsidiaries of KidKraft, or its immediate parent, KidKraft Intermediate Holdings LLC. The Netherlands and Chinese Company entities are not Chapter 11 Debtors in the Chapter 11 Cases. The following is a simplified organization chart of the Company, with the Chapter 11 Debtor entities highlighted in yellow:



22. The non-debtors include the ultimate parent company, KidKraft Group Holdings LLC, which is not a guarantor or borrower on any of the Company's funded debt, as well as the Company's subsidiaries in China and the Netherlands. The China subsidiaries oversee production and distribution of the Company's products in China, and are also not guarantors or borrowers on any of the Company's funded debt. The Netherlands subsidiaries support sales and distribution of the Company's products in Europe, the Middle East, Africa, and Asia-Pacific. As noted below, KidKraft Netherlands B.V. is a borrower and the other Netherlands subsidiaries are guarantors under the Prepetition Credit Agreement (defined below), but the obligations of each of the Netherlands subsidiaries is not to exceed \$10,000,000.

C. The Financial Position of the Canadian Debtors

- 23. There are no stand-alone audited financial statements for the Canadian Debtors. The financial results of these entities have historically been consolidated with the Company's financial statements, and an audit is performed on a consolidated basis only.
- 24. Based on the trial balance for Solowave Design LP, which partnership carries on the business of the Canadian Debtors, as at March 31, 2024 (the "March 2024 Trial Balance"), the Canadian Debtors had total assets of approximately CAD\$5,643,477, including accounts receivable of approximately CAD\$3,259,732 and inventory of approximately CAD\$564,753.
- 25. Based on the March 2024 Trial Balance, the Canadian Debtors had liabilities of approximately CAD\$1,893,682, before considering their potentially substantial obligations under their guarantees of Chapter 11 Debtors' indebtedness under the Prepetition Credit Agreement (as defined below). Those contingent obligations would in all likelihood erode the book value of any equity that may be reflected on the Canadian Debtors' unaudited financial statements.
- 26. Based on the March 2024 Trial Balance, during the fiscal year ended March 31, 2024, the Canadian Debtors had gross sales of approximately CAD\$10,970,094.

D. Operations

(a) General

27. KidKraft distributes its products through several large stores, including Costco, Sam's Club, Target, and Walmart, online retailers, including Amazon and Wayfair, and direct-to-consumer sales from the Company's website. In recent years the Company has scaled its global drop-shipping infrastructure to support continued growth in its online direct to consumer sales and complement its existing warehouse and distribution capabilities. In addition, the Company has

strong business relationships across global retailers with more than 3,000 points of distribution in over 90 countries, as well as within the global logistics community.

(b) Operations in Canada

- 28. The Company is headquartered at 4630 Olin Road in Dallas, Texas. The business of the Chapter 11 Debtors, including the Canadian Debtors, is run out of the U.S. headquarters. The Company has no Canadian headquarters or office locations.
- 29. The Company's business in Canada is principally as a distributor. Both KidKraft and Solowave Design LP sell products to Canadian customers. The Company has no retail locations in Canada. Rather, the Company's key customers in Canada are retailers, including Costco, Toys "R" Us, Canadian Tire, Home Depot and Walmart. The Company also sells its products through Wayfair on a consignment basis. Canadian consumers can also place orders directly through the Company's website, which is operated by KidKraft.
- 30. In Canada, the Company supplies its products to its customers via a third-party logistics provider, Mainfreight Inc. ("Mainfreight"), pursuant to a logistics services agreement between KidKraft and Mainfreight, dated July 28, 2023. As of April 30, 2024, Mainfreight was in possession of inventory valued at approximately CAD\$323,000, all of which inventory is owned by KidKraft or Solowave Design LP and is maintained at Mainfreight's facility in Mississauga (or is in transit thereto or therefrom).
- 31. On a consolidated basis, during the fiscal year ended March 31, 2024, the Company's gross sales to Canadian customers exceeded \$12.8 million.

32. KidKraft and Solowave Design LP have entered into Receivables Sales Agreements dated August 4, 2021 and April 21, 2022, respectively, with Coface Finanz GmbH ("Coface"), pursuant to which Coface purchases accounts receivable from KidKraft and Solowave Design LP (the "KidKraft Receivables Sale Agreement" and the "Solowave Receivables Sale Agreement", respectively). Among other things, the parties to these agreements and the lenders under the Prepetition Credit Agreement (as defined below) have entered into lien release and acknowledgment agreements that govern the respective security interests over the accounts receivable of KidKraft and Solowave Design LP. On April 20, 2022, Coface registered financing statements pursuant to the Personal Property Security Act (Ontario) and the Personal Property Security Act (Alberta) against Solowave Design LP and Solowave Design Inc. Coface's financing statements are for a period of ten years and cover the accounts receivable and other security as provided for under the Solowave Receivables Sale Agreement. To the extent the terms of the KidKraft Receivables Sale Agreement and the Solowave Receivables Sale Agreement are relevant to the granting of the Initial Recognition Order and Supplemental Order, additional information will be included in the affidavit made in support thereof.

E. Employees

33. As of the Petition Date, the Chapter 11 Debtors employ over 60 individuals on a full-time or part-time basis in the U.S. and Canada (the "**Employees**").² The Company's management team is supported by mid-level executives who are vital to the Company's operations, these Chapter 11 Cases, and the ability to successfully consummate the Sale Transaction (as defined below). Their skills, knowledge, and understanding of the Debtors' operations are essential to preserving

² The Company's non-debtor affiliates in the Netherlands and China employ an additional 170 individuals.

operational stability, safety, and efficiency. KidKraft employs one full-time Employee in Canada.

The Canadian Debtors do not employ any Employees, in Canada or otherwise.

34. None of the Employees are represented by a union or are subject to a collective bargaining agreement. There is no registered pension plan in Canada.

PART III - PREPETITION CAPITAL STRUCTURE AND INDEBTEDNESS

35. As of the Petition Date, the Chapter 11 Debtors' funded debt liabilities total approximately \$151.9 million, including approximately (i) \$149.9 million in outstanding principal and (ii) \$2.0 million in accrued and unpaid interest. The Chapter 11 Debtors' funded debt obligations include:

Facility	Maturity	Total Approx. Principal Amount Outstanding
Prepetition First Lien Revolving Facility ³	June 2024	\$63.2 million
Prepetition First Lien Term Facility ³	June 2024	\$81.7 million
Total Funded Secured Debt		\$144.9 million
Subordinated Unsecured Note ⁴	January 2025	\$5.0 million
Total Funded Debt		\$149.9 million

A. Prepetition Credit Agreement

36. The Chapter 11 Debtors' primary long-term debt consists of that certain Amended and Restated First Lien Credit Agreement dated as of April 3, 2020, among KidKraft and KidKraft Netherlands B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of The Netherlands, as borrowers, KidKraft Intermediate Holdings, LLC and its subsidiaries that are guarantors thereto, the lender party

As described below, the Canadian Debtors are guarantors of the Prepetition First Lien Revolving Facility and the Prepetition First Lien Term Facility.

⁴ The Canadian Debtors are neither obligors, nor guarantors, of the subordinated unsecured note.

thereto, and the administrative agent (as amended by that certain (a) Forbearance and Amendment No. 1 to Amended and Restated First Lien Credit Agreement, dated as of January 13, 2023 (the "First Amendment"), (b) Amendment No. 2 to Amended and Restated First Lien Credit Agreement, dated as of March 22, 2023, (c) Forbearance and Amendment No. 3 to Amended and Restated First Lien Credit Agreement, dated as of September 29, 2023 (the "Third Amendment"), (d) Amendment No. 4 to Amended and Restated First Lien Credit Agreement, dated as of October 27, 2023, (e) Forbearance, Amendment No. 5 and Joinder to Amended and Restated First Lien Credit Agreement, dated as of January 31, 2024 (the "Fifth Amendment"), and (f) Amendment No. 6 to the Amended and Restated First Lien Credit Agreement, dated as of May 9, 2024 (the "Sixth Amendment"), and as may be further amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Prepetition Credit Agreement"). The lender has provided commitments under the Prepetition Credit Agreement consisting of revolving credit commitments (such commitments, collectively, the "Prepetition First Lien Revolving Facility") and term loan commitments (such commitments, collectively, the "Prepetition First Lien Term Facility"), each of which is secured by a first priority lien on substantially all of the Chapter 11 Debtors' assets, as well as liens on the Company's Dutch subsidiaries' assets.

37. The Fifth Amendment was entered in connection with the Debt Sale (defined below) and joined KidKraft's Dutch and Canadian affiliates (i.e., the Canadian Debtors) as guarantors under the Prepetition Credit Agreement, joined KidKraft Netherlands B.V. as a co-borrower, increased the priority revolving commitments under the Prepetition Credit Agreement to \$26,780,000, and extended the maturity of the term loans under the Prepetition Credit Agreement from June 30, 2023 to June 30, 2024, giving the Company crucial liquidity and runway to pursue

restructuring alternatives. As security for the guarantees, *inter alia*, the following agreements were entered into:

- (a) a security agreement supplement dated January 31, 2024, whereby the Canadian Debtors became parties to the original security agreement securing the obligations under the Prepetition Credit Agreement;
- (b) a general security agreement dated January 31, 2024, whereby the Canadian Debtors pledged a security interest in all of the Canadian Debtors' personal property and securities (except certain excluded personal property and interests over which Coface holds security pursuant to the Solowave Receivables Sale Agreement);
- (c) patent security agreements dated January 31, 2024 and February 8, 2024, whereby security interests were granted over certain U.S. and Canadian patents held by Solowave Design Inc., Solowave Design LP and/or KidKraft; and
- (d) trademark security agreements dated January 31, 2024 and February 8, 2024, whereby security interests were granted over certain U.S. and Canadian trademark mark registrations and applications owned by Solowave Design Inc. and/or KidKraft.
- 38. Prior to the Petition Date, the Sixth Amendment was entered into to document the amendments to the Prepetition First Lien Term Facility pursuant to the RSA (as hereinafter defined) and account for the \$4,766,198 in additional priority revolving commitments that had been advanced since entry into the Fifth Amendment.

39. As of the Petition Date, the Chapter 11 Debtors' aggregate principal outstanding funded debt obligations under the Prepetition Credit Agreement total approximately \$144,900,000, comprised of: (i) \$81,700,000 under the Prepetition First Lien Term Facility; and (ii) \$63,200,000 under the Prepetition First Lien Revolving Facility. In addition, the Chapter 11 Debtors owe accrued and unpaid interest under both the Prepetition First Lien Term Facility and the Prepetition First Lien Revolving Facility.

B. Subordinated Note, Trade Vendors, and Other Unsecured Liabilities

- 40. In connection with the First Amendment, MidOcean Partners IV, L.P. ("MidOcean"), the Company's equity sponsor, agreed to provide an unsecured subordinated loan to KidKraft in the amount of \$5,000,000 (the "Subordinated Note"). The loan is documented in that certain Note Purchase Agreement, dated as of January 13, 2023 among KidKraft and MidOcean, and subordinated to the Prepetition Credit Agreement via a Subordination Agreement, dated as of January 13, 2023 among KidKraft, MidOcean, KidKraft Intermediate Holdings, LLC and the administrative agent under the Prepetition Credit Agreement. As of the Petition Date, the Subordinated Note is outstanding; however, MidOcean has agreed under the RSA (as defined below) to a waiver of the Subordinated Note obligations on the effective date of the Plan.
- 41. In the ordinary course of business, the Chapter 11 Debtors rely on numerous trade vendors to operate their businesses. These trade vendors include producers of the Chapter 11 Debtors' products, marketing and advertising services, and shipping and logistics services that deliver the finished products to the Chapter 11 Debtors and to various customers. As a result of the Chapter 11 Debtors' business with these trade vendors, the Chapter 11 Debtors (which for greater certainty includes the Canadian Debtors) have accrued approximately \$30,000,000 in unsecured trade claims as of the Petition Date.

C. Equity Interests in KidKraft Intermediate Holdings, LLC

42. Non-Chapter 11 Debtor KidKraft Group Holdings LLC owns 100% of the equity interests in KidKraft Intermediate Holdings, LLC. KidKraft Group Holdings LLC is majority owned by MidOcean.

D. Canadian PPSA Searches

- 43. I am advised by Justin Kanji, a lawyer at Osler, and believe, that lien searches were conducted on or about April 7 (in the case of Ontario) and April 8 (in the case of Alberta), 2024, against the Canadian Debtors under the *Personal Property Security Act* (or equivalent legislation) in Ontario and Alberta (the "**PPSA Searches**"). Copies of the PPSA Searches are attached hereto as **Exhibit "A"**.
- 44. Of the entities with PPSA registrations against the Canadian Debtors and/or KidKraft, other than the PPSA registrations in respect of the Prepetition Credit Agreement and the guarantees thereof, the only entity that is currently a creditor of the Canadian Debtors and/or KidKraft is Coface.

PART IV - EVENTS LEADING TO THE CHAPTER 11 CASES

As will be set out in greater detail in the First Day Declaration, the Company is currently facing significant balance sheet and liquidity challenges, caused by a range of factors that ultimately resulted in the Company's operating margins being squeezed. In addition, the Company was unable to refinance or replace its funded debt that originally matured in June 2023 (now June 2024). The Company proactively worked to address their balance sheet and liquidity challenges, including through a balance sheet restructuring in 2023 and by running multiple robust out-of-court sale processes prior to the Petition Date.

- 46. In connection with these actions, the Company engaged advisors to explore strategic alternatives, including a potential sale of all or substantially all of the assets or equity of the Company. After a sale process undertaken in the fall of 2023 failed to result in a sale, the Company continued to face significant liquidity challenges and worked with its advisors to begin contingency planning for a potential in-court restructuring process in December 2023 and January 2024. Subsequently, an agreement was reached pursuant to which 1903 Partners, LLC ("Gordon Brothers") purchased the existing debt under the Prepetition Credit Agreement (the "Debt Sale"). In connection therewith, Gordon Brothers provided additional financing in the form of revolving priority loans to the Company to maintain its operations and prevent further degradation of its business while the Company and Gordon Brothers worked collaboratively to explore value-maximizing strategic alternatives.
- 47. Following a second sale process in the spring of 2024, Backyard Products, LLC (the "Purchaser") emerged with a bid to purchase a substantial majority of the Company's assets with such sale to be effectuated in Chapter 11 (the "Sale Transaction"). On April 25, 2024, the Chapter 11 Debtors, Gordon Brothers, MidOcean and the Purchaser entered into a restructuring support agreement (the "RSA"), documenting the parties' commitment to the restructuring transactions described in the RSA.
- 48. Among other things, the RSA contemplates Gordon Brothers voting in favour of a joint prepacked Chapter 11 plan (the "Plan") and providing debtor-in-possession financing, and the sale of certain of the Chapter 11 Debtors' assets to the Purchaser through the Chapter 11 Cases. Additional information regarding the RSA, the Plan and the proposed debtor-in-possession facility will be included in the further affidavit made in support of the Initial Recognition Order and Supplemental Order.

PART V - URGENT NEED FOR RELIEF IN CANADA

- 49. Given the filing of the Petitions with the U.S. Court and the commencement of the Chapter 11 Cases, and the nature of the operations in Canada, KidKraft and the Canadian Debtors are in urgent need of an interim stay of proceedings in Canada pending the entry of the First Day Orders and a further hearing in Canada seeking their recognition and commencing proceedings under the CCAA.
- 50. Maintaining the status quo will prevent unnecessary disruptions within the Chapter 11 Debtors' Canadian supply chain and Canadian business. In particular, an interim stay is necessary to protect the Company's valuable inventory, which is currently stored in, or in transit within, Canada by third parties. Preservation of such inventory is essential to the success of the Chapter 11 Cases given that such inventory is proposed to secure the Company's proposed debtor-in-possession facility and be included as part of the Sale Transaction.
- 51. Subject to the automatic stay that arises upon the filing of the Petitions with the U.S. Court and the proposed Canadian stay of proceedings requested from this Court, (a) counterparties to agreements with KidKraft relating to its Canadian business and with the Canadian Debtors could seek to terminate such agreements due to the recent commencement of Chapter 11 Cases; and (b) creditors of KidKraft and the Canadian Debtors could seek to pursue self-help remedies against the Canadian Property in Canada.

PART VI - RELIEF SOUGHT

52. By operation of the U.S. Bankruptcy Code, the Chapter 11 Debtors obtained the benefit of a stay of proceedings upon filing the Petitions with the U.S. Court.

- 53. The proposed Interim Stay Order provides for a stay of proceedings in favour of KidKraft and the Canadian Debtors in respect of the Canadian Property. The proposed Interim Stay Order also provides for a stay of proceedings in favour of the directors and officers of the KidKraft and the Canadian Debtors. The proposed Interim Stay Order will give effect in Canada to the stay of proceedings in the Chapter 11 Cases and provide stability and preserve the value of the Canadian business until KidKraft can be duly authorized to act as the Foreign Representative by the U.S. Court and return before this Court to seek the Initial Recognition Order and Supplemental Order.
- 54. It is important for KidKraft and the Canadian Debtors to be protected by a stay of proceedings and from the potential exercise of enforcement rights in Canada pursuant to a Canadian court order. It is critical to the preservation of the value of the business in Canada and the Chapter 11 Debtors' overall efforts to proceed with the Chapter 11 Cases and the completion of a restructuring.

PART VII - PROPOSED NEXT HEARING

55. After the First Day Orders have been entered by the U.S. Court, KidKraft intends to return to this Court, in its capacity as Foreign Representative, to seek the Initial Recognition Order and Supplemental Order. As noted above, I, or another representative of KidKraft, will make an affidavit in support thereof.

PART VIII - NOTICE

56. This application has been brought on notice to counsel for Gordon Brothers, the Purchaser and the proposed Information Officer. The major stakeholders of the Chapter 11 Debtors are located outside of Canada and notice will be given to them within the Chapter 11 Cases.

SWORN BEFORE ME over

videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 10, 2024, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in Dallas in the State of Texas.

EMILIE DILLON

LSO # 85199L Commissioner for Taking Affidavits (or as may be) GEOFFREY WALKER

This is Exhibit "A" referred to in the Affidavit of GEOFFREY WALKER made by GEOFFREY WALKER at the City of Dallas, in the State of Texas, before me at the City of Toronto, in the Province of Ontario, on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

- Empen

Commissioner for Taking Affidavits (or as may be)

EMILIE DILLON

LSO NO. 85199L

Main Menu New Enquiry Rate Our Service №

Enquiry Result

File Currency: 07APR 2024









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Type of Search	Business Debt	Business Debtor SOLOWAVE DESIGN HOLDINGS LIMITED									
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Business Debtor Enquiry

File Currency: 07APR 2024

Search Criteria: 2536099 Ontario Inc. No Match.

No registered financing statement or registered claim for lien was found for this enquiry.

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Secured Party	Secured Party	y / Lien Cla	imant										
	Address						City		Province	Postal Code			
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Maturity	No Fixed Maturity Date			
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Type of Search	Business Debt	or								68			
Search Conducted On	SOLOWAVE D	ESIGN INC.								00			
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	FOR THE PURPOSES OF THIS REGISTRATION, CAPITALIZED TERMS HAVE THE FOLLOWING MEANING -												
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Type of Search	Business Debt	or								60			
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Business Debtor	Business Del	otor Name							Ontario Cor	poration		
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Type of Search	Business Debt									74
Search Conducted On	SOLOWAVE D	ESIGN INC.								
File Currency	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
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	Address						City		Province	Postal Code
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	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
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	PURPORTED		CHASED BY	THE SECU	RED PAR	TY UND	ER THE RE	CEIVABLI	ES	
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ndividual Debtor	Date of Birth		First Given	Name			Initial		Surname	
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Type of Search Search Conducted On	SOLOWAVE D	ESIGN INC.								78
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	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN			
782170578 3 3 20 30 20APR 2032			
File Number Family of Page of Expiry Date Pages		Status	
File Currency 07APR 2024			
Search Conducted On SOLOWAVE DESIGN INC.			79

Type of Search	Business Debi	or								80
Search Conducted On		ESIGN INC.								
File Currency	07APR 2024	l=		_						
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	3	3	21	30	20APR	2032			
FORM 1C FINANCING	G STATEMEN	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	mber	Registered Under	Registration Period
782170578		017	26			202204	120 1244 1	590 8373		
Individual Debtor	Date of Birth		First Given	Name			Initial		Curnomo	
ndividual Debtor	Date of Birth		riist Given	IName			IIIIIII		Surname	
Business Debtor	Business De	btor Name							Ontario Cor Number	poration
	Adduses						Oit.		Danishan	Dantal Onda
	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business De	btor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Secured Party	Secured Part	y / Lien Cla	imant							
	Address						City		Province	Postal Code
	71441000						O.C.y			i ootai oota
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle	Year	Make				Model			V.I.N.	
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Registering Agent	Registering /	Agent								
Registering Agent	Registering A	Agent					City		Province	Postal Code

Type of Search	Business Debt	or								81
Search Conducted On	SOLOWAVE D	ESIGN INC.								01
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	3	3	22	30	20APR	2032			
FORM 1C FINANCIN	G STATEMENT	Γ/ CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	tration Nun	nber	Registered Under	Registration Period
782170578		018	26			202204	120 1244 15	590 8373		
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Individual Debtor	Date of Birth		First Giver	n Name			Initial		Surname	
Business Debtor	Business Deb	otor Name							Ontario Cor Number	poration
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	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Giver	Nama			Initial		Surname	
ilidividual Debiol	Date of Birtin		i iist Givei	i Naille			IIIIIIai		Surname	
Business Debtor	Business Deb	otor Name							Ontario Cor Number	poration
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Secured Party	Secured Party	/ Lien Cla	imant							
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
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Motor Vehicle Description	Year	Make				Model			V.I.N.	
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Description	RISE TO SUCH									
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	WITH RESPEC									
Registering Agent	Registering A	Agent								
	Address						City		Province	Postal Code

Type of Search	Business Debt	or								82
Search Conducted Or	SOLOWAVE D	ESIGN INC.								02
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	3	3	23	30	20APR	2032			
FORM 1C FINANCIN	G STATEMENT	Γ/ CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	tration Nun	nber	Registered Under	Registration Period
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Secured Party	Secured Party	/ Lien Cla	imant							
	Address						City		Province	Postal Code
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Model			V.I.N.	
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Registering Agent	Registering A	Agent								
	Address						City		Province	Postal Code

Type of Search	Business Debt	or								83
Search Conducted On	SOLOWAVE DI	ESIGN INC.								03
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	3	3	24	30	20APR	2032			
FORM 1C FINANCING	G STATEMENT	Γ/ CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	mber	Registered Under	Registration Period
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Individual Debtor	Date of Birth		First Giver	Nome			Initial		Surname	
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Business Debtor	Business Deb	otor Name	I						Ontario Cor Number	poration
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	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Giver	n Name			Initial		Surname	
Business Debtor	Business Deb	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Secured Party	Secured Party	y / Lien Cla	imant							
							City		Province	Postal Code
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	Address									
Collateral	Consumer	Inventory	Equipment	Accounts	Other		Vehicle	Amount		No Fixed
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	Consumer	Inventory	Equipment	Accounts	Other		ed	Amount	Maturity	
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Classification Motor Vehicle Description General Collateral	Consumer Goods	Make		Accounts	Other	Includ	ed	Amount	Maturity or	
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Type of Search	Business Debt	or								84
Search Conducted On	SOLOWAVE D	ESIGN INC.								04
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	3	3	25	30	20APR	2032			
FORM 1C FINANCING	G STATEMEN	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vel Schedule		Regist	ration Nur	mber	Registered Under	Registration Period
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ndividual Debtor	Date of Birth		First Given	Name			Initial		Surname	
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Business Debtor	Business Del	btor Name							Ontario Cor Number	poration
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Secured Party	Secured Part	y / Lien Cla	imant							
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Registering Agent	Registering A	Agent								
	Address						City		Province	Postal Code

Гуре of Search	Business Debt	or								85
Search Conducted On	SOLOWAVE D	ESIGN INC.								05
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	3	3	26	30	20APR	2032			
FORM 1C FINANCING	G STATEMEN	Γ/ CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nur	nber	Registered Under	Registration Period
782170578		022	26			202204	120 1244 1	590 8373		
			ı				1			
ndividual Debtor	Date of Birth		First Given	Name			Initial		Surname	
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	Address						City		Province	Postal Code
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ndividual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del								Ontario Corporation Number	
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	Address						City		Province	Postal Code
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
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Type of Search	Business Debt	tor								86
Search Conducted On	SOLOWAVE D	ESIGN INC.								00
File Currency	07APR 2024	I=		I_					l .	
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	3	3	27	30	20APR	2032			
FORM 1C FINANCING	G STATEMEN	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	mber	Registered Under	Registration Period
782170578		023	26			202204	120 1244 1	590 8373		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business De	btor Name						Ontario Cor Number	poration	
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	Address						City		Province	Postal Code
Secured Party	Secured Part	y / Lien Cla	imant							
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
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General Collateral	General Colla	ateral Desc	ription							
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	Address						City		Province	Postal Code

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Description	INSURANCE A			TS OR ARE	RANGEMI	ENTS OF	WHATEVI	ER CHARA	CTER		
General Collateral	General Colla	atoral Doso	rintion						I		
Description											
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
	Address						City		Province	Postal Code	
occurred ruity	Jecureu i dit	, Licii ola	mant								
Secured Party	Secured Party	/ / Lien Cla	imant								
	Address						City		Province	Postal Code	
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration	
		4 N		-							
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
	Address						City		Province	Postal Code	
									Number		
Business Debtor	Business Del	otor Name							Ontario Cor	poration	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
702170370		024	20			202204	120 1244 1	590 6373			
782170578	Filing	024	Pages 26	Schedule)		120 1244 1		Under	Period	
File Number	Caution	Page of	Total	Motor Ve	hicle	Regist	ration Nu	mber	Registered	Registration	
FORM 1C FINANCING	782170578	3 F/CLAIM	3 FOR LIEN	28	30	20APR	2032				
			Families		Pages						
no carroney	07APR 2024 File Number	Family	of	Page	of	Expiry	Date		Status		
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Type of Search	Business Debt									88	
Search Conducted On	SOLOWAVE D	ESIGN INC.									
File Currency	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	782170578	3	3	29	30	20APR	2032				
FORM 1C FINANCIN	G STATEMEN	T / CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	mber	Registered Under	Registration Period	
782170578		025	26			202204	120 1244 1	590 8373			
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
ilaiviaaai Booto.			1 1101 011011				Title Co.		- Currianio		
Business Debtor	Business De	btor Name							Ontario Cor Number	poration	
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business De	Business Debtor Name							Ontario Corporation Number		
	Address						City		Province	Postal Code	
Secured Party	Secured Part	y / Lien Cla	imant								
	Address						City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle	Year	Make				Model			V.I.N.		
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General Collateral Description	General Colla			=							
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Registering Agent	Registering /	Agent									
	Address						City		Province	Postal Code	
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Type of Search	Business Debt	or								89
Search Conducted On	SOLOWAVE D	ESIGN INC.								09
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	3	3	30	30	20APR	2032			
FORM 1C FINANCIN	G STATEMEN	Γ/ CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	tration Nur	nber	Registered Under	Registration Period
782170578		026	26			202204	420 1244 1	590 8373		
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Individual Debtor	Date of Birth		First Given	i Name			Initial		Surname	
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration
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Individual Debtor	Date of Birth		First Given	Nama			Initial		Surname	
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Business Debtor	Business Del	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
	Address						City		FIOVILICE	Postal Code
Secured Party	Secured Party	y / Lien Cla	imant							
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	Address						City		Province	Postal Code
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Collateral Classification	Consumer Goods	inventory	Equipment	Accounts	Otner	Includ	Vehicle led	Amount	Date of Maturity or	No Fixed Maturity Dat
Motor Vehicle	Year	Make				Model	ı		V.I.N.	
Description	Teal	Wake				Model			V.I.IN.	
General Collateral	0	taual Dana	-141							
Description	General Colla			RTOR AND						
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Registering Agent	Registering A	agent								
	Address						City		Province	Postal Code

LAST PAGE

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Type of Search	Business Debt	or									
Search Conducted On	YARDISTRY LI	MITED									
File Currency	07APR 2024	,									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	721865763	1	3	1	13	25OCT	2026				
FORM 1C FINANCING	STATEMENT	/ CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vel Schedule		Regist	ration Nur	nber	Registered Under	Registration Period	
721865763		01	004			201610	025 1432 1	530 7318	P PPSA	10	
	-									-	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Deb	otor Name					ı		Ontario Cor	poration	
									Number		
	YARDISTRY LI	MITED							1		
	Address						City	_	Province	Postal Code	
	5-103 BAUER	PLACE					WATERLO	0	ON N2L 6B5		
Individual Debtor	Date of Birth First Given Name Initial									2	
individual Deptor	Date of Birth		First Given	i Name			initiai		Surname		
Business Debtor	Business Deb	otor Name							Ontario Cor	noration	
busiliess Debtor	Busiliess Der	noi Naine							Number	poration	
	Address						City		Province	Postal Code	
	Address						City		FIOVILLE	Fostal Code	
Secured Party	Secured Party	/ Lien Cla	imant								
	HSBC BANK C										
	Address						City		Province	Postal Code	
	4550 HURONT	ARIO STRE	ET				MISSISSAL	JGA	ON	L5R 4E4	
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Maturity	No Fixed Maturity Date	
		X		V	V				or		
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Motor Vehicle	Year	Make				Model			V.I.N.		
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General Collateral	General Colla	iteral Desc	ription								
Description	TRADE FINANCE			MENT							
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			RTATION DO								

Registering Agent	Registering Agent			
	D+H LIMITED PARTNERSHIP			02
	Address	City	Province	Postal Col
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	ВС	V5G 3S8

Type of Search	Business Debt	or								02
Search Conducted On	YARDISTRY LI	MITED								93
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	721865763	1	3	2	13	25OCT	2026			
FORM 1C FINANCIN	G STATEMENT	Γ/ CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nur	nber	Registered Under	Registration Period
721865763		02	004			201610	025 1432 1	530 7318		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Dek	otor Name							Ontario Cor Number	poration
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	Address						City		Province	Postal Code
	Address						City		FIOVILICE	Postal Code
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Business Debtor	Business Deb	ntor Name						Ontario Cor	noration	
Dusiness Debtor	Dusiness Det	otor Hamic							Number	poration
	Address						City		Province	Postal Code
Secured Party	Secured Party	/ Lien Cla	imant							
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	Address						City		Province	Postal Code
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Collateral	Consumer	Inventory	Equipment	Accounts	Other	Motor	Vehicle	Amount		No Fixed
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									or	
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Motor Vehicle Description	Year	Make				Model			V.I.N.	
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	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	Vehicle	Amount	Date of Maturity	No Fixed Maturity Date
	Address						City		Province	Postal Code
Secured Party	Secured Party	/	imant							
	Address						City		Province	Postal Code
Business Debtor									Ontario Cor Number	poration
	Date of Birth		First Given	Name		Initial			Surname	
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	Address						City		Province	Postal Code
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ndividual Debtor	Date of Birth		First Given	Name			Initial		Surname	
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	721865763	1	3	3	13	25OCT	2026			
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File Currency	07APR 2024									
Type of Search Search Conducted On	YARDISTRY LI	MITED								94

Type of Search	Business Debt	or								95	
Search Conducted On	YARDISTRY LI	MITED								33	
File Currency	07APR 2024		_						_		
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	Address						City		Province	Postal Code	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
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Motor Vehicle Description	Goods	Make	Equipment	Accounts	Other		ed	Amount	Maturity		
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Type of Search Search Conducted On	Business Del YARDISTRY										96
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Debtor/ Transferee	Date of Birt	h	First Giver	n Name			Initial		Surname		
	Business D	ebtor Nam	e							Ontario Corporat Number	ion
	Address						City			Province	Postal Code
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Assignor Name	Assignor Na	ame									
Secured Party	Secured par	rty, lien cla	imant, assi	gnee							
	Address						City			Province	
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor		Amount		Maturity	No Fixed
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	Address	City	Province	Postal
				Code
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Type of Search	Business Debt	or								98	
Search Conducted On	YARDISTRY LI	MITED								90	
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	721865772	2	3	6	13	25OCT	2026				
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Business Debtor	Business Debtor Name							Ontario Cor Number	rporation		
	YARDISTRY LI	MITED									
	Address						City		Province	Postal Code	
	5-103 BAUER	PLACE					WATERLO	Ю	ON	N2L 6B5	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
		4 N							Ontario Corporation		
Business Debtor	Business Del	otor Name							Ontario Coi Number	rporation	
	Address						City		Province	Postal Code	
Secured Party	Secured Party	y / Lien Cla	imant								
	HSBC BANK C	ANADA									
	Address						City		Province	Postal Code	
	4550 HURONT	ARIO STRE	ET				MISSISSA	UGA	ON	L5R 4E4	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
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<u> </u>	D+H LIMITED F	_	IIP								
	Address						City		Province	Postal Code	
	SUITE 200, 412	26 NORLANI	D AVENUE				BURNABY		ВС	V5G 3S8	

Type of Search	Business Debt	tor								99	
Search Conducted On	YARDISTRY L	IMITED								33	
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Business Debtor	Business Debtor Name								Ontario Cor Number	poration	
	Address						City		Province	Postal Code	
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business De	htor Nama							Ontario Corporation		
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Secured Party	Secured Part	y / Lien Cla	imant								
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Maturity	No Fixed Maturity Date	
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Business Debtor	Business Debtor Name							Ontario Cor Number	poration	
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	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business De	btor Name							Ontario Cor Number	poration
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Secured Party	Secured Part	y / Lien Cla	imant							
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	Address						City		Province	Postal Code
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Type of Search	Business Debt	or								101	
Search Conducted On	YARDISTRY LI	MITED								101	
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	File Number		of Families	Page	of Pages	Expiry			Status		
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Individual Debtor	Date of Birth		First Giver	n Name			Initial		Surname		
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Individual Debtor	Date of Birth		First Giver	n Name			Initial		Surname		
Business Debtor	Business Debtor Name									poration	
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Secured Party	Secured Party	y / Lien Cla	imant								
	Address						City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
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Type of Search	Business Debt	or								102	
Search Conducted On	YARDISTRY LI	MITED								102	
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	736159257	3	3	10	13	01FEB	2028				
FORM 1C FINANCING	G STATEMEN	Γ/ CLAIM	FOR LIEN								
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Individual Debtor	Date of Birth		First Given	Nama			Initial		Surname		
ildividual Debtoi	Date of Birtii		riist Given	Name			IIIILIAI		Surname		
Business Debtor	Business Debtor Name								Ontario Cor Number	poration	
	YARDISTRY LI	MITED									
	Address						City		Province	Postal Code	
	5 - 103 BAUER	PLACE					WATERLO	0	ON	N2L 6B5	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Del	Business Debtor Name							Ontario Corporation		
240000 200.0.		, tor reamo							Number	poration	
	Address						City		Province	Postal Code	
Secured Party	Secured Party	/ Lien Cla	imant								
	HSBC BANK C	ANADA									
	Address						City		Province	Postal Code	
	70 YORK STR	EET					TORONTO)	ON	M5J 1S9	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
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	DENTONS CA	NADA LLP (A	AF/DWIEBE)								
	Address						City		Province	Postal Code	
	77 KING STRE	ET WEST, S	SUITE 400				TORONTO)	ON	M5K 0A1	

Type of Search	Business Debi	tor								103	
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	Address						City		Province	Postal Code	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business De	btor Name							Ontario Corporation Number		
	Address	Address							Province	Postal Code	
	7.00.000						City				
Secured Party	Secured Part	y / Lien Cla	imant								
	Address						City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
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Type of Search	Business Debt	tor								104	
Search Conducted On	YARDISTRY L	IMITED								107	
File Currency	07APR 2024			I_	_				l .		
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	736159257	3	3	12	13	01FEB	2028				
FORM 1C FINANCING	G STATEMEN	T / CLAIM	FOR LIEN								
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Individual Debtor	Date of Birth		First Given	Name			Initial		Curnama		
ndividual Debtor	Date of Birth		rirst Given	IName			IIIIIII		Surname		
Business Debtor	Business Debtor Name								Ontario Cor Number	poration	
	A 11						0.1		D	D - 1 - 1 - 0 - 1 -	
	Address						City		Province	Postal Code	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business De	btor Name							Ontario Corporation Number		
	Address	Address							Province	Postal Code	
	71441000						City		110111100	i ootai oodo	
Secured Party	Secured Part	y / Lien Cla	imant								
	Address						City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle	Year	Make				Model			V.I.N.		
Description											
	General Colla	ateral Desc	ription								
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	CASH, CREDI	T BALANCES	S AND DEPO R 052-502449	9-071 MAIN	TAINED	WITH HS	BC BANK (CANADA			
	CASH, CREDI	T BALANCES	S AND DEPO R 052-502449	9-071 MAIN	TAINED	WITH HS	BC BANK (CANADA			
Description	CASH, CREDI	T BALANCES JNT NUMBE DS THEREF	S AND DEPO R 052-502449	9-071 MAIN	TAINED	WITH HS	BC BANK (CANADA			
General Collateral Description Registering Agent	CASH, CREDI FROM ACCOL AND PROCEE	T BALANCES JNT NUMBE DS THEREF	S AND DEPO R 052-502449	9-071 MAIN	TAINED	WITH HS	BC BANK (CANADA	Province	Postal Code	

Type of Search	Business Debt	or								105
Search Conducted On	YARDISTRY LI	MITED								103
File Currency	07APR 2024		I	ı	I				I	
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	736159257	3	3	13	13	01FEB	2028			
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File Number	Caution Filing	Page of	Total Pages	Motor Vel Schedule		Regist	ration Nun	nber	Registered Under	Registration Period
736159257		004	4			201802	201 1716 15	590 2528		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Deb	otor Namo							Ontario Cor	noration
Business Deptor	Business Der	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Dek	otor Name						Ontario Cor Number	poration	
	Address	Address							Province	Postal Code
Secured Party	Secured Party	/ / Lien Cla	imant							
	Address						City		Province	Postal Code
							,			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle	Year	Make				Model			V.I.N.	
Description										
General Collateral Description	General Colla									
Description	OR REPLACE	MENT DEPC	SII ACCOU	NIS.						
Registering Agent	Registering A	gent								
	Address						City		Province	Postal Code

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Type of Search	Business Debt	or									
Search Conducted On	SOLOWAVE IN	ITERNATION	VAL INC.								
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	502253244	1	1	1	2	26JAN 2029					
FORM 1C FINANCING	STATEMENT	T / CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vel Schedule		Registr	ation Nur	nber	Registered Under	Registration Period	
502253244		001	2			202401	26 1640 1	590 8343	P PPSA	5	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Del	otor Name	ne						Ontario Cor Number	poration	
	SOLOWAVE IN	ITERNATION	VAL INC.						114111001		
	Address						City		Province	Postal Code	
	1565 CARLING	AVENUE, #	#400			OTTAWA			ON	K1Z 8R1	
Individual Debtor	Date of Birth First Given Name Initial							Surname			
Business Debtor	Business Debtor Name Ontario Number									poration	
	Address			City		Province	Postal Code				
	Addiess					Oity Oity			TOVIIICC	i ostai oodc	
Secured Party	Secured Party		imant								
	GB FUNDING,	LLC					011				
	Address		E 01 IITE 440				City		Province	Postal Code	
	101 HUNTING	ION AVENU	E, SUITE 110	00			BOSTON		MA	02199	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor \		Amount	Date of Maturity or	No Fixed Maturity Dat	
		X	X	X	X	X					
Motor Vehicle	Year	Make				Model			V.I.N.		
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General Collateral Description	General Colla	ateral Desc	ription								
•											
Pagistaring Agent	Pogistoring /	laont									
Registering Agent	Registering A		MOULIN LLP								

Address	City	Province	Postal Code
2400-333 BAY STREET	TORONTO	ON	M5H 2T6

File Number Family Of Families Page Of Pages Expiry Date Status	Type of Search	Business Debt	or								
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN Caution Page of Total Pages Schedule 20240126 1640 1590 8343 Document of Filling Pages Schedule 20240126 1640 1590 8343 Period Pages Schedule 20240126 1640 1590 8343 Document of Filling Pages Schedule 20240126 1640 1590 8343 Period		File Number	Family		Page		Expiry	Date		Status	
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Enquiry Result

File Currency: 07APR 2024







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Type of Search	Business Debt	or									
Search Conducted On	SOLOWAVE D	ESIGN LP									
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
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Business Debtor	Business Del	otor Name							Ontario Cor Number	poration	
	SOLOWAVE D	ESIGN LP									
	Address						City		Province	Postal Code	
	160 ELGIN STI	REET, SUIT	E 2600				OTTAWA		ON	K1P 1C3	
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
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	SOLOWAVE D	ESIGN INC.									
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	4630 OLIN RO	AD					DALLAS		TX	752444615	
Secured Party	Secured Party	y / Lien Cla	imant								
	GB FUNDING,	LLC									
	Address						City		Province	Postal Code	
	101 HUNTING	TON AVENU	E, SUITE 110	00			BOSTON		MA	02199	
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
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Business Debtor	Business Del	iness Debtor Name								poration
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Type of Search	Business Debt	or								
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File Currency	07APR 2024									
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782170578		009	26			202204	120 1244 1	590 8373		
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business De	btor Name							Ontario Cor Number	poration
									Number	
	Address						City		Province	Postal Code
	Addiess						Oity		1 TOVINGE	. Ostal Oode
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business De	btor Name							Ontario Cor	poration
									Number	
	Address						City		Province	Postal Code
Secured Party	Secured Part	y / Lien Cla	imant							
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	Address						City		Province	Postal Code
0 - 11 - 4 1	0	1	F	A	041	B.H 4	M. I. L. L.	A	Dete of	No Elect
Collateral Classification	Consumer Goods	inventory	Equipment	Accounts	Otner	Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat
Motor Vehicle Description	Year	Make				Model			V.I.N.	
Description										
General Collateral	Compred Oction	eteral Design	vintio-							
Description	General Colla		•	ARI E AND	۸۱/۸۱۱ ۸۲	RIETOP	E ADDI IET)		
	THEREON), (E									
	RECEIVABLE							10 3000		
	INLULIVABLE	VIAD (O) WEE	- OTHER PRI	OOLLDS U	30011	ILUEIV <i>F</i>	NULL.			
Registering Agent	Registering /	Agent								
	Address						City		Province	Postal Code

Type of Search	Business Debt	or									
Search Conducted On	SOLOWAVE D	ESIGN LP									
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	782170578	2	2	12	28	20APR	2032				
FORM 1C FINANCING	STATEMENT	Γ/ CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	nber	Registered Under	Registration Period	
782170578		010	26			202204	120 1244 1	590 8373			
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Del	ntor Name							Ontario Cor	noration	
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	Address						City		Province	Postal Code	
La distribue Libertate a	Data of Dist		Elizat Oli	Manage			11411		0		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Del	ntor Name							Ontario Corporation		
Dusiness Debtor	Business Bei	otor Hume							Number		
	Address						City		Province	Postal Code	
Socured Barty	Secured Party	v / Lion Clo	imant								
Secured Party	Secured Party	y / Lieli Cia	IIIIaiii								
	Address						City		Province	Postal Code	
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat	
BA - 4 M - L I - I	V	B.0 - 1-				B.0			WIN		
Motor Vehicle Description	Year	Make				Model			V.I.N.		
General Collateral	General Colla	ateral Desc	ription								
Description	PLEDGED ACC		•	CCOUNTS	REFERRI	ED TO A	S PLEDGE	O ACCOU	NTS		
	IN SCHEDULE										
	AGREEMENT.										
Registering Agent	Registering A	Agent									
									Province		
	Address						City			Postal Code	

Type of Search	Business Debt	or								
Search Conducted On	SOLOWAVE D	ESIGN LP								
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	2	2	13	28	20APR	2032			
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	nber	Registered Under	Registration Period
782170578		011	26			202204	120 1244 1	590 8373		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Don't are Daleton	D D. I	la 6 a un Manara							0	41
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Secured Party	Secured Part	y / Lien Cla	imant							
							011			
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat
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Motor Vehicle Description	Year	Make				Model			V.I.N.	
General Collateral	General Colla	ateral Desc	ription							
Description	PURCHASED I			EIVABI F W	HICH HA	SBEFN	PURCHASE	ED OR		
	PURPORTED								ES	
	SALE AGREEN									
Registering Agent	Registering A	Agent								
	Address						City		Province	Postal Code
	Address									

Type of Search	Business Debt									
Search Conducted On	SOLOWAVE D	ESIGN LP								
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	2	2	14	28	20APR	2032			
FORM 1C FINANCING	STATEMENT	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nur	nber	Registered Under	Registration Period
782170578		012	26			202204	20 1244 1	590 8373		
Individual Debtor	Date of Birth		First Given	Namo			Initial		Surname	
marviadar Debior	Date of Birtii		i ii st Oiveii	i ivallie			IIIItiai		Julilanie	
Business Debtor	Business Del	otor Name	J						Ontario Cor Number	poration
							011			D 110 1
	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	otor Name	'						Ontario Coi Number	poration
	Address						City		Province	Postal Code
Secured Party	Secured Party	y / Lien Cla	imant							
	Address						City		Province	Postal Code
	Address						City		FIOVILLE	rostal code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat
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Motor Vehicle	Year	Make				Model			V.I.N.	
Description	. 041	.nano				Jusi				
General Collateral	General Colla	ateral Desc	ription							
Description	RECEIVABLE -		•	URE RIGHT	г то рау	MENT O	F A MONET	TARY		
	OBLIGATION,								OR	
	BY A DEBTOR	, WHETHER	CONSTITUT	ING AN AC	COUNT, I	NSTRUM	MENT, DOC	UMENT,		
Registering Agent	Registering A	Agent								
	Address						City		Province	Postal Code
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Type of Search	Business Debt	or								
Search Conducted On	SOLOWAVE D	ESIGN LP								
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	2	2	15	28	20APR	2032			
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	mber	Registered Under	Registration Period
782170578		013	26			202204	120 1244 1	590 8373		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	btor Name							Ontario Coi Number	rporation
							011			D (10.1
	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Given	Namo			Initial		Surname	
ilidividual Debtoi	Date of Birtii		riist Giveii	INdille			IIIILIAI		Surname	
Business Debtor	Business Del	btor Name							Ontario Coi Number	rporation
	Address						City		Province	Postal Code
	71441000						,			
Secured Party	Secured Part	y / Lien Cla	imant							
	Address						City		Province	Destal Cada
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat
Motor Vehicle	Year	Make				Model			V.I.N.	
Description										
General Collateral Description	General Colla			IDI E CLIAT	TEL DAT	DED OD 1				
	CONTRACT RI							D AND		
	ARISING IN CO									
Registering Agent	Registering A	Agent								
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	Address						City		Province	Postal Code

Type of Search	Business Debt	or								
Search Conducted On	SOLOWAVE D	ESIGN LP								
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	2	2	16	28	20APR	2032			
FORM 1C FINANCING	STATEMENT	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	nber	Registered Under	Registration Period
782170578		014	26			202204	120 1244 1	590 8373		
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	htar Nama							Ontorio Cor	mayatian
business Debtor	business Dei	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Dunings Dahter	Dunings Dal	htan Nama							0-4	
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Secured Party	Secured Party	y / Lien Cla	imant							
							011			5 (10)
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat
Motor Vehicle	Year	Make				Model			V.I.N.	
Description										
General Collateral	Canaval Call	stevel Dess	vintion.							
Description	General Colla		•	RED OR TO) BE DEN	DERED	AND INCL	IDES		
·	WITHOUT LIMI									
	AND OTHER C					7 11 40 L 01	<i>II</i> (1020, 1	LLO		
Registering Agent	Registering A	Agent								
	Address						City		Province	Postal Code
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Type of Search	Business Debi									
Search Conducted On		ESIGN LP								
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	2	2	17	28	20APR	2032			
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	mber	Registered Under	Registration Period
782170578		015	26			202204	120 1244 1	590 8373		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business De	btor Name							Ontario Cor Number	poration
									Number	
	Address						City		Province	Postal Code
	Addiess						Oity		1 TOVINGE	i ostai oode
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business De	btor Name							Ontario Cor	poration
									Number	
	Address						City		Province	Postal Code
Secured Party	Secured Part	y / Lien Cla	imant							
	Adduses						0:4.		Dunasiana	Dootel Code
	Address						City		Province	Postal Code
Collateral	Consumer	Inventory	Equipment	Accounts	Othor	Motor	Vehicle	Amount	Date of	No Fixed
Classification	Goods	inventory	Equipment	Accounts	Other	Includ		Amount	Maturity or	Maturity Dat
Motor Vehicle Description	Year	Make				Model			V.I.N.	
Description										
General Collateral	Conoral Call	otoral Desa	rintion							
Description	ANY SUCH RIG		•	NG EDOM	ANV ONE	TDANG	ACTION			
·	INCLUDING, W							SENTED		
	BY AN INDIVID							LINILD		
	רי און אוטואור	JOAL INVOIC	JE, CONTIVA	OT OIL OIL	ILI AGA		, OI IALL			
Registering Agent	Registering A	Agent								
	Address						City		Province	Postal Code

Type of Search	Business Debt	tor								
Search Conducted On	SOLOWAVE D	ESIGN LP								
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	2	2	18	28	20APR	2032			
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	nber	Registered Under	Registration Period
782170578		016	26			202204	120 1244 1	590 8373		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Don't are Daleton	D D. I	l. 6 M							0	
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	btor Name							Ontario Cor Number	poration
									Number	
	Address						City		Province	Postal Code
							,			
Secured Party	Secured Part	y / Lien Cla	imant							
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Maturity	No Fixed Maturity Dat
									or	
Motor Vehicle	Year	Make				Model			V.I.N.	
Description										
General Collateral	General Colla		•							
Description	CONSTITUTE							OF ANY		
	SUCH RIGHT						CTION.			
	3 RELATED AS	SSETS - WI	IH RESPECT	TO ANY F	RECEIVAE	BLE -				
Registering Agent	Registering A	Agent								
Registering Agent										
Registering Agent	Address						City		Province	Postal Code

Type of Search	Business Debt	or								
Search Conducted On										
File Currency	07APR 2024	LOIGIVE								
The currency	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	2	2	19	28	20APR	2032			
FORM 1C FINANCING			<u> </u>	10	20	20/11/10	2002		<u> </u>	
File Number	Caution Filing	Page of	Total Pages	Motor Vel		Regist	ration Nu	mber	Registered Under	Registration Period
782170578	9	017	26			202204	20 1244 1	590 8373		
	D 4 5 D1 41		=:							
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	btor Name							Ontario Cor Number	poration
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	Address						City		Province	Postal Code
Individual Dahtan	Data of Dinth		Final Circan	Mana			In itial		0	
Individual Debtor	Date of Birth		First Given	i Name			Initial		Surname	
Business Debtor	Business Del	btor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Secured Party	Secured Party	y / Lien Cla	imant							
	Address						City		Province	Postal Code
							,			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Model			V.I.N.	
General Collateral	General Colla	ateral Desc	ription							
Description	(A) ALL OF TH	E DEBTOR'S	S INTEREST	IN ANY GO	ODS (IN	CLUDING	RETURN	ED		
	GOODS) AND	DOCUMENT	TATION OF T	TITLE EVIDE	ENCING T	THE SHIF	MENT OR	STORAGI	=	
	OF ANY GOOD	OS (INCLUD	ING RETURN	NED GOOD	S), RELA	TING TO	ANY SALE	GIVING		
Registering Agent	Registering A	Agent								
Registering Agent	Registering A	Agent					City		Province	Postal Code

Type of Search	Business Debt	or									
Search Conducted On	SOLOWAVE D	ESIGN LP									
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	782170578	2	2	20	28	20APR	2032				
FORM 1C FINANCING	STATEMENT	Γ/ CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nu	nber	Registered Under	Registration Period	
782170578		018	26			202204	120 1244 1	590 8373			
			ı								
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Del	ntor Name							Ontario Cor	noration	
Dusiness Debtor	Dusiness Dei	otor Humo							Number	poration	
	Address						City		Province	Postal Code	
La distribuir Libertate a	Data of Dist		E:1 O:-	Mana			1-20-1		0		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Del	ntor Name							Ontario Corporation		
Dusiness Debtor	Dusiness Dei	otor Hume							Number	porution	
	Address						City		Province	Postal Code	
Secured Party	Secured Party	v / Lion Cla	imant								
oecureu i arty	Secured Fait	y / Lien Ola	iiiaiit								
	Address						City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat	
Markey Market	V	84 - 1-				B.0			WIN		
Motor Vehicle Description	Year	Make				Model			V.I.N.		
2000											
General Collateral	General Colla	ateral Desc	ription								
Description	RISE TO SUCH	H RECEIVAE	BLE,								
	(B) ALL OTHER			HOATE RIG	HTS IN T	HE UND	ERLYING A	SSETS			
	WITH RESPEC	T TO SUCH	I RECEIVABL	E THAT TH	IE DEBTO	OR MAY	HAVE OR A	CQUIRE,			
Registering Agent	Registering A	Agent									
	Address						City		Province	Postal Code	

Type of Search	Business Debt	or								
Search Conducted On	SOLOWAVE D	ESIGN LP								
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	2	2	21	28	20APR	2032			
FORM 1C FINANCING	STATEMENT	Γ/ CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Regist	ration Nur	nber	Registered Under	Registration Period
782170578		019	26			202204	120 1244 1	590 8373		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
		4 N							0 1 1 0	
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
	Address						Oity		TTOVITICE	i ostai oode
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Secured Party	Secured Party	y / Lien Cla	imant							
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Maturity	No Fixed Maturity Dat
									or	
Motor Vehicle	Year	Make				Model			V.I.N.	
Description										
General Collateral	General Colla		•							
Description	(C) IN THE EVE	ENT OF A SA	ALE BY CON	SIGNMENT	, ANY CL	AIMS AG	SAINST THE			
	CONSIGNEE,									
	(D) ALL INSTR	UMENTS AN	ID CHATTEL	PAPER TH	A I MAY E	VIDENC	E SUCH			
Registering Agent	Registering A	Agent								
							0'4		Province	Deetel Code
	Address						City		Province	Postal Code

Type of Search	Business Debt	or									
Search Conducted On	SOLOWAVE D	ESIGN LP									
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry Date			Status		
	782170578	2	2	22	28	20APR	2032				
FORM 1C FINANCING	STATEMENT	Γ/ CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule	otor Vehicle Registration Number			nber	Registered Under	Registration Period	
782170578		020	26			202204	120 1244 1	590 8373			
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
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Business Debtor	Business Del	otor Name							Ontario Cor Number	poration	
	Address						City		Province	Postal Code	
Individual Debtor	Date of Birth	Date of Birth First Given Name Initial						Surname			
D 1 D 11		4 N							0 1 1 0		
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration	
	Address						City		Province	Postal Code	
Secured Party	Secured Party	y / Lien Cla	imant								
	Address						City		Province	Postal Code	
	Addiess						Oity		1 TOVINCE	i ostai oode	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat	
	l	l				I			1		
Motor Vehicle Description	Year	Make				Model			V.I.N.		
2000 i ption											
General Collateral	General Colla	iteral Desc	ription								
Description	RECEIVABLE,										
	(E) ALL OF TH	E DEBTOR'S	S RIGHTS, IN	NTERESTS	AND CLA	AIMS AG	AINST THIF	RD			
	PARTIES RELA	ATING TO SI	JCH RECEIV	ABLES INC	LUDING,	WITHOL	JT LIMITATI	ON,			
Registering Agent	Registering A	Agent									
J J											
	Address						City		Province	Postal Code	

Type of Search	Business Debi									
Search Conducted On	SOLOWAVE D	ESIGN LP								
File Currency	07APR 2024									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	782170578	2	2	23	28	20APR	2032			
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registration Number			Registered Under	Registration Period
782170578		021	26			202204	120 1244 1	590 8373		
									-	
Individual Debtor	Date of Birth		First Given Name Initial						Surname	
Business Debtor	Business De	Business Debtor Name							Ontario Cor Number	poration
	Address						City		Province	Postal Code
Individual Debtor	Date of Birth	Date of Birth First Given Name Initial						Surname		
Business Debtor	Business Debtor Name								Ontario Cor	poration
									Number	
	Address						City		Province	Postal Code
Secured Party	Secured Part	y / Lien Cla	imant							
							011			
	Address						City		Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat
Motor Vehicle	Veer	Maka				Model			V.I.N.	
Description	Year	Make				Model			V.I.IN.	
Company Collections	0	eteral D	ulu Ala							_
General Collateral Description	General Colla SHIPPERS AN		•							
·	(F) ALL SECU			NS AND P	ROPERT	Y SUBJE	CT THERE	TO FROM		
	TIME TO TIME									
Desistaring Agent										
Registering Agent	Registering /	Ageni								
	Address						City		Province	Postal Code
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Type of Search	Business Debt	or									
Search Conducted On	SOLOWAVE DESIGN LP										
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	782170578	2	2	24	28	20APR	2032				
FORM 1C FINANCING	STATEMEN	Γ/ CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registration Number			Registered Under	Registration Period	
782170578		022	26 20220420 1244 1590 8373								
Individual Debtor	Date of Birth		First Given	Name	Surname						
Business Debtor	Business Debtor Name						ı		Ontario Co Number	rporation	
							014				
	Address City						Province	Postal Code			
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Debtor Name								Ontario Corporation Number		
	Address						City		Province	Postal Code	
Secured Party	Secured Part	y / Lien Cla	imant								
	Address						City		Province	Dootel Code	
	Address						City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat	
Motor Vehicle	Year	Make			Model			V.I.N.			
Description											
General Collateral	General Colla										
Description	PURSUANT TO										
	TOGETHER W						AR DOCU	MENTS			
	DESCRIBING A	ANY COLLA	I ERAL SECU	IRING SUC	H RECEI	VABLE,					
Registering Agent	Registering A	Agent									
	Address						City		Province	Postal Code	

Type of Search	Business Debt	or										
Search Conducted On	SOLOWAVE D	ESIGN LP										
File Currency	07APR 2024											
	File Number	Family	of Families	Page	of Pages	Expiry Date			Status			
	782170578	2	2	25	28	20APR	2032					
FORM 1C FINANCING	STATEMEN	Γ/ CLAIM	FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registration Number			Registered Under	Registration Period		
782170578		023	26									
Individual Debtor	Date of Birth		First Given Name Initial						Surname			
Business Debtor	Business Debtor Name								Ontorio Cor	mayatian		
Dusiliess Debiol	busiliess Dei					Ontario Cor Number	poration					
	Address						City		Province	Postal Code		
Individual Debtor	Date of Birth	Date of Birth First Given Name Initial						Surname				
Business Debtor	Business Debtor Name								Ontario Corporation			
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	Address						City		Province	Postal Code		
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Secured Party	Secured Party	y / Lien Cia	ımant									
	Address						City		Province	Postal Code		
	Addiess						Oity		TTOVINCE	i ostai oode		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat		
									1			
Motor Vehicle Description	Year	Make				Model			V.I.N.			
Description												
General Collateral	General Colla	ateral Desc	ription									
Description	General Collateral Description (G) ALL COLLECTIONS THEREON INCLUDING, WITHOUT LIMITATION, ALL TAX											
	REFUNDS,						- ,					
	(H) THE CONT	RACT GIVIN	IG RISE TO S	SUCH REC	EIVABLE	AND ALI	GUARAN	ΓIES,				
Registering Agent	Registering A	Agent										
	1											
	Address						City		Province	Postal Code		

Type of Search	Business Debt	or									
Search Conducted On											
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	782170578	2	2	26	28	20APR	2032				
FORM 1C FINANCING	STATEMEN [®]	T / CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registration Number			Registered Under	Registration Period	
782170578		024	26 20220420 1244 1590 8373								
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
marviduai Debioi	Date of Birth		That of the state						ourname		
Business Debtor	Business Debtor Name								Ontario Cor Number	poration	
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Business Debtor	Business Debtor Name								Ontario Corporation Number		
	Address						City		Province	Postal Code	
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Secured Party	Secured Part	y / Lien Cla	imant								
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	Address						City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Dat	
Motor Vehicle	Year	Make			Model			V.I.N.			
Description											
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General Collateral	General Colla	ateral Desc	ription								
Description	INSURANCE A								CTER		
	FROM TIME TO						SUCH REC	EIVABLE			
	WHETHER PU	RSUANT TO	SUCH CON	ITRACT OF	OTHER	NISE,					
Registering Agent	Registering A	Agent									
	Address						City		Province	Postal Code	

Type of Search	Business Debt										
Search Conducted On	SOLOWAVE D	ESIGN LP									
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry Date			Status		
	782170578	2	2	27	28	20APR	2032				
FORM 1C FINANCING	STATEMENT	T / CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registration Number			Registered Under	Registration Period	
782170578		025	26			202204	120 1244 1	590 8373			
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Individual Debtor	Date of Birth		First Given Name Initial						Surname		
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business Debtor	Business Debtor Name								Ontario Cor Number	poration	
	Address						City		Province	Postal Code	
	_		1						l -		
Individual Debtor	Date of Birth	Date of Birth First Given Name Initial						Surname			
Dunings Dahter	Dunings Dal	htan Nama							Outorio Con		
Business Debtor	Business Del	otor Name							Ontario Cor Number	poration	
	Address						City		Province	Postal Code	
Secured Party	Secured Party	y / Lien Cla	imant								
	Address						City		Province	Postal Code	
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make				Model			V.I.N.		
Description											
General Collateral	General Colla	ateral Desc	ription								
Description	(I) ALL BOOKS		•	R INFORMA	ATION (IN	CLUDIN	G. WITHOL	IT			
	LIMITATION, C										
	PROCESSING								JCH		
Registering Agent	Registering A	Agent									
	Address						City		Province	Postal Code	

Type of Search	Business Debtor										
Search Conducted On	SOLOWAVE DESIGN LP										
File Currency	07APR 2024										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	782170578	2	2	28	28	20APR	2032				
FORM 1C FINANCING	STATEMENT	Γ/ CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Ve Schedule		Registration Number			Registered Under	Registration Period	
782170578		026	26 20220420 1244 1590 837					590 8373			
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Debtor Name								Ontario Cor Number	poration	
	Address						City		Province	Postal Code	
Individual Debtor	Date of Birth	h First Given Name I							Surname		
Business Debtor	Business Debtor Name								Ontario Cor Number	poration	
	Address						City		Province	Postal Code	
Secured Party	Secured Party	y / Lien Cla	imant								
	Address						City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	Vehicle led	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle	Year	Make				Model	I		V.I.N.		
Description											
General Collateral	General Colla	iteral Desc	ription								
Description	RECEIVABLE A										
	(J) ALL PROCE	EEDS OF A	NY OF THE F	OREGOIN	G.						
Registering Agent	Registering A	Agent									
Negistering Agent	registering F	rgent									
	Address						City		Province	Postal Code	

LAST PAGE

Note: All pages have been returned.

BACK TO TOP®









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Personal Property Registry Search Results Report

Page 1 of 6

Search ID #: Z17233938

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET EDMONTON, AB T5P 4R5 Party Code: 50076967 Phone #: 780 483 8211 Reference #: 05307870-145882

Business Debtor Search For:

SOLOWAVE DESIGN HOLDINGS LIMITED

Inexact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Personal Property Registry Search Results Report

Page 2 of 6

Search ID #: Z17233938

Business Debtor Search For:

SOLOWAVE DESIGN HOLDINGS LIMITED

Registration Number: 22042009226

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Apr-20 Registration Status: Current

Expiry Date: 2032-Apr-20 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Debtor(s)

Block Status
Current

1 SOLOWAVE DESIGN LP

160 ELGIN STREET, SUITE 2600

OTTAWA, ON K1P 1C3

Block Status
Current

2 SOLOWAVE DESIGN INC.

160 ELGIN STREET, SUITE 2600

OTTAWA, ON K1P 1C3

Secured Party / Parties

Block Status
Current

1 COFACE FINANZ GMBH ISAAC FULDA ALLEE 1

MAINZ, XX 55124

Email: csm-germany@coface.com

Personal Property Registry Search Results Report

Page 3 of 6

Search ID #: Z17233938

Collateral: General

1

Block Description Status

All present and after-acquired: (a) Purchased Receivables and their Related Assets; (b) all Current sums standing to the Debtor's credit with respect to the Purchased Receivables with the Secured Party (including, without limitation, any security deposits pledged); (c) each Pledged Account and all amounts on deposit therein from time to time; and (d) any other property of the Debtor in which the Secured Party is assigned, purchases or is granted a lien or security interest under that certain Receivables Sale Agreement between the Debtor and Secured Party dated on or about April 21, 2022 (the "Receivables Sale Agreement"), or pursuant to any supplement or amendment thereto or any other agreement now existing or hereafter executed by the Debtor with or in favor of the Secured Party, and all proceeds of the foregoing including insurance proceeds.

For the purposes of this registration, capitalized terms have the following meaning: Collections: With respect to any Receivable: (a) all funds that are received by the Debtor, the Secured Party or any other person or entity on the Debtor's or Secured Party's behalf in payment of any amounts owed in respect of such Receivable (including purchase price, finance charges,

interest and all other charges), or applied to amounts owed in respect of such Receivable (including insurance payments and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related debtor or any other person or entity directly or indirectly liable for the payment of such Receivable and available to be applied thereon), (b) all proceeds of all Related Assets with respect to such Receivable and (c) all other proceeds of such Receivable.

Pledged Accounts: The bank accounts referred to as Pledged Accounts in Schedule 1 (Terms and Conditions) to the Receivables Sale Agreement.

Purchased Receivable: Any Receivable which has been purchased or purported to be purchased by the Secured Party under the Receivables Sale Agreement.

Receivable: Any existing or future right to payment of a monetary obligation, whether or not earned by performance, owed to the Debtor by a debtor, whether constituting an account, instrument, document, contract right, general intangible, chattel paper or payment intangible, in each instance solely as an account receivable for and arising in connection with the sale of goods that have been or are to be sold or for services rendered or to be rendered, and includes, without limitation, the obligation to pay any finance charges, fees and other charges with respect thereto.

Any such right to payment arising from any one transaction, including, without limitation, any such right to payment represented by an individual invoice, contract or other agreement, shall constitute a Receivable separate from a Receivable consisting of any such right to payment arising from any other transaction.

Current

Personal Property Registry Search Results Report

Page 4 of 6

Search ID #: Z17233938

3 Related Assets: With respect to any Receivable:

Current

- (a) all of the Debtor's interest in any goods (including returned goods) and documentation of title evidencing the shipment or storage of any goods (including returned goods), relating to any sale giving rise to such Receivable;
- (b) all other ownership and inchoate rights in the underlying assets with respect to such Receivable that the Debtor may have or acquire;
- (c) in the event of a sale by consignment, any claims against the consignee;
- (d) all instruments and chattel paper that may evidence such Receivable;
- (e) all of the Debtor's rights, interests and claims against third parties relating to such Receivables including, without limitation, shippers and carriers;
- (f) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the contract related to such Receivable or otherwise, together with all financing statements or other similar documents describing any collateral securing such Receivable;
- (g) all Collections thereon including, without limitation, all Tax refunds;
- (h) the contract giving rise to such Receivable and all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to such contract or otherwise;
- (i) all books, records and other information (including, without limitation, computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivable and the related debtor; and
- (j) all proceeds of any of the foregoing.

Particulars

Block Additional Information

Status

1 The complete address of the Secured Party is:

Current

Isaac-Fulda-Allee 1 55124 Mainz Germany

Personal Property Registry Search Results Report

Page 5 of 6

Search ID #: Z17233938

Business Debtor Search For:

SOLOWAVE DESIGN HOLDINGS LIMITED

Search ID #: Z17233938 Date of Search: 2024-Apr-08 **Time of Search:** 12:19:45

Registration Number: 24012624469

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Jan-26 Registration Status: Current

Expiry Date: 2029-Jan-26 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Debtor(s)

Block Status Current

1 SOLOWAVE DESIGN LP

160 ELGIN STREET, SUITE 2600

OTTAWA, ON K1P 1C3

Block Status Current

2 SOLOWAVE DESIGN INC.

4630 OLIN ROAD DALLAS, TX 752444615

Secured Party / Parties

Block Status Current

1 GB FUNDING, LLC

101 HUNTINGTON AVENUE, SUITE 1100

BOSTON, MA 02199

Email: kshonak@gordonbrothers.com

Block Status Current

2 GB FUNDING, LLC, AS COLLATERAL AGENT

101 HUNTINGTON AVENUE, SUITE 1100

BOSTON, MA 02199

Email: kshonak@gordonbrothers.com

Collateral: General

Block Description Status 1 Current

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Personal Property Registry Search Results Report

Page 6 of 6

Search ID #: Z17233938

Personal Property Registry Search Results Report

Page 1 of 1

Search ID #: Z17234021

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET EDMONTON, AB T5P 4R5 Party Code: 50076967 Phone #: 780 483 8211 Reference #: 05307924-145887

Business Debtor Search For:

2536099 ONTARIO INC.

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Personal Property Registry Search Results Report

Page 1 of 6

Search ID #: Z17233946

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET EDMONTON, AB T5P 4R5 Party Code: 50076967 Phone #: 780 483 8211 Reference #: 05307873-145884

Business Debtor Search For:

SOLOWAVE DESIGN INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Personal Property Registry Search Results Report

Page 2 of 6

Search ID #: Z17233946

Business Debtor Search For:

SOLOWAVE DESIGN INC.

Registration Number: 22042009226

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Apr-20 Registration Status: Current

Expiry Date: 2032-Apr-20 23:59:59

Exact Match on: Debtor No: 2

Inexact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 SOLOWAVE DESIGN LP

160 ELGIN STREET, SUITE 2600

OTTAWA, ON K1P 1C3

Block Status
Current

2 SOLOWAVE DESIGN INC.

160 ELGIN STREET, SUITE 2600

OTTAWA, ON K1P 1C3

Secured Party / Parties

Block Status
Current

1 COFACE FINANZ GMBH ISAAC FULDA ALLEE 1

MAINZ, XX 55124

Email: csm-germany@coface.com

Personal Property Registry Search Results Report

Page 3 of 6

Search ID #: Z17233946

Collateral: General

1

Block Description Status

All present and after-acquired: (a) Purchased Receivables and their Related Assets; (b) all Current sums standing to the Debtor's credit with respect to the Purchased Receivables with the Secured Party (including, without limitation, any security deposits pledged); (c) each Pledged Account and all amounts on deposit therein from time to time; and (d) any other property of the Debtor in which the Secured Party is assigned, purchases or is granted a lien or security interest under that certain Receivables Sale Agreement between the Debtor and Secured Party dated on or about April 21, 2022 (the "Receivables Sale Agreement"), or pursuant to any supplement or amendment thereto or any other agreement now existing or hereafter executed by the Debtor with or in favor of the Secured Party, and all proceeds of the foregoing including insurance proceeds.

For the purposes of this registration, capitalized terms have the following meaning: Collections: With respect to any Receivable: (a) all funds that are received by the Debtor, the Secured Party or any other person or entity on the Debtor's or Secured Party's behalf in payment of any amounts owed in respect of such Receivable (including purchase price, finance charges,

interest and all other charges), or applied to amounts owed in respect of such Receivable (including insurance payments and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related debtor or any other person or entity directly or indirectly liable for the payment of such Receivable and available to be applied thereon), (b) all proceeds of all Related Assets with respect to such Receivable and (c) all other proceeds of such Receivable.

Pledged Accounts: The bank accounts referred to as Pledged Accounts in Schedule 1 (Terms and Conditions) to the Receivables Sale Agreement.

Purchased Receivable: Any Receivable which has been purchased or purported to be purchased by the Secured Party under the Receivables Sale Agreement.

Receivable: Any existing or future right to payment of a monetary obligation, whether or not earned by performance, owed to the Debtor by a debtor, whether constituting an account, instrument, document, contract right, general intangible, chattel paper or payment intangible, in each instance solely as an account receivable for and arising in connection with the sale of goods that have been or are to be sold or for services rendered or to be rendered, and includes, without limitation, the obligation to pay any finance charges, fees and other charges with respect thereto.

Any such right to payment arising from any one transaction, including, without limitation, any such right to payment represented by an individual invoice, contract or other agreement, shall constitute a Receivable separate from a Receivable consisting of any such right to payment arising from any other transaction.

Current

Personal Property Registry Search Results Report

Page 4 of 6

Search ID #: Z17233946

3 Related Assets: With respect to any Receivable:

Current

- (a) all of the Debtor's interest in any goods (including returned goods) and documentation of title evidencing the shipment or storage of any goods (including returned goods), relating to any sale giving rise to such Receivable;
- (b) all other ownership and inchoate rights in the underlying assets with respect to such Receivable that the Debtor may have or acquire;
- (c) in the event of a sale by consignment, any claims against the consignee;
- (d) all instruments and chattel paper that may evidence such Receivable;
- (e) all of the Debtor's rights, interests and claims against third parties relating to such Receivables including, without limitation, shippers and carriers;
- (f) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the contract related to such Receivable or otherwise, together with all financing statements or other similar documents describing any collateral securing such Receivable;
- (g) all Collections thereon including, without limitation, all Tax refunds;
- (h) the contract giving rise to such Receivable and all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to such contract or otherwise;
- (i) all books, records and other information (including, without limitation, computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivable and the related debtor; and
- (j) all proceeds of any of the foregoing.

Particulars

Block Additional Information

Status

1 The complete address of the Secured Party is:

Current

Isaac-Fulda-Allee 1 55124 Mainz Germany

Personal Property Registry Search Results Report

Page 5 of 6

Search ID #: Z17233946

Business Debtor Search For:

SOLOWAVE DESIGN INC.

Registration Number: 24012624469 Registration Date: 2024-Jan-26 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2029-Jan-26 23:59:59

Exact Match on: Debtor No: 2

Inexact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 SOLOWAVE DESIGN LP

160 ELGIN STREET, SUITE 2600

OTTAWA, ON K1P 1C3

Block Status
Current

2 SOLOWAVE DESIGN INC.

4630 OLIN ROAD DALLAS, TX 752444615

Secured Party / Parties

Block Status
Current

1 GB FUNDING, LLC

101 HUNTINGTON AVENUE, SUITE 1100

BOSTON, MA 02199

Email: kshonak@gordonbrothers.com

Block Status
Current

2 GB FUNDING, LLC, AS COLLATERAL AGENT

101 HUNTINGTON AVENUE, SUITE 1100

BOSTON, MA 02199

Email: kshonak@gordonbrothers.com

Collateral: General

 Block
 Description
 Status

 1
 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. Current

Personal Property Registry Search Results Report

Page 6 of 6

Search ID #: Z17233946

Personal Property Registry Search Results Report

Page 1 of 1

Search ID #: Z17234019

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET EDMONTON, AB T5P 4R5 Party Code: 50076967 Phone #: 780 483 8211 Reference #: 05307923-145886

Business Debtor Search For:

YARDISTRY LIMITED

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Personal Property Registry Search Results Report

Page 1 of 1

Search ID #: Z17233942

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET EDMONTON, AB T5P 4R5 Party Code: 50076967 Phone #: 780 483 8211 Reference #: 05307872-145883

Business Debtor Search For:

SOLOWAVE INTERNATIONAL INC.

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Personal Property Registry Search Results Report

Page 1 of 6

Search ID #: Z17233947

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET EDMONTON, AB T5P 4R5 Party Code: 50076967 Phone #: 780 483 8211 Reference #: 05307874-145885

Search ID #: Z17233947 **Date of Search:** 2024-Apr-08 **Time of Search:** 12:20:24

Business Debtor Search For:

SOLOWAVE DESIGN LP

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Personal Property Registry Search Results Report

Page 2 of 6

Search ID #: Z17233947

Business Debtor Search For:

SOLOWAVE DESIGN LP

Search ID #: Z17233947 Date of Search: 2024-Apr-08 Time of Search: 12:20:24

Registration Number: 22042009226

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Apr-20 Registration Status: Current

Expiry Date: 2032-Apr-20 23:59:59

Exact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Debtor(s)

Block Status
Current

1 SOLOWAVE DESIGN LP

160 ELGIN STREET, SUITE 2600

OTTAWA, ON K1P 1C3

Block Status
Current

2 SOLOWAVE DESIGN INC.

160 ELGIN STREET, SUITE 2600

OTTAWA, ON K1P 1C3

Secured Party / Parties

Block Status
Current

1 COFACE FINANZ GMBH ISAAC FULDA ALLEE 1

MAINZ, XX 55124

Email: csm-germany@coface.com

Personal Property Registry Search Results Report

Page 3 of 6

Search ID #: Z17233947

Collateral: General

1

Block Description Status

All present and after-acquired: (a) Purchased Receivables and their Related Assets; (b) all Current sums standing to the Debtor's credit with respect to the Purchased Receivables with the Secured Party (including, without limitation, any security deposits pledged); (c) each Pledged Account and all amounts on deposit therein from time to time; and (d) any other property of the Debtor in which the Secured Party is assigned, purchases or is granted a lien or security interest under that certain Receivables Sale Agreement between the Debtor and Secured Party dated on or about April 21, 2022 (the "Receivables Sale Agreement"), or pursuant to any supplement or amendment thereto or any other agreement now existing or hereafter executed by the Debtor with or in favor of the Secured Party, and all proceeds of the foregoing including insurance proceeds.

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interest and all other charges), or applied to amounts owed in respect of such Receivable (including insurance payments and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related debtor or any other person or entity directly or indirectly liable for the payment of such Receivable and available to be applied thereon), (b) all proceeds of all Related Assets with respect to such Receivable and (c) all other proceeds of such Receivable.

Pledged Accounts: The bank accounts referred to as Pledged Accounts in Schedule 1 (Terms and Conditions) to the Receivables Sale Agreement.

Purchased Receivable: Any Receivable which has been purchased or purported to be purchased by the Secured Party under the Receivables Sale Agreement.

Receivable: Any existing or future right to payment of a monetary obligation, whether or not earned by performance, owed to the Debtor by a debtor, whether constituting an account, instrument, document, contract right, general intangible, chattel paper or payment intangible, in each instance solely as an account receivable for and arising in connection with the sale of goods that have been or are to be sold or for services rendered or to be rendered, and includes, without limitation, the obligation to pay any finance charges, fees and other charges with respect thereto.

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Current

Personal Property Registry Search Results Report

Page 4 of 6

Search ID #: Z17233947

3 Related Assets: With respect to any Receivable:

Current

- (a) all of the Debtor's interest in any goods (including returned goods) and documentation of title evidencing the shipment or storage of any goods (including returned goods), relating to any sale giving rise to such Receivable;
- (b) all other ownership and inchoate rights in the underlying assets with respect to such Receivable that the Debtor may have or acquire;
- (c) in the event of a sale by consignment, any claims against the consignee;
- (d) all instruments and chattel paper that may evidence such Receivable;
- (e) all of the Debtor's rights, interests and claims against third parties relating to such Receivables including, without limitation, shippers and carriers;
- (f) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the contract related to such Receivable or otherwise, together with all financing statements or other similar documents describing any collateral securing such Receivable;
- (g) all Collections thereon including, without limitation, all Tax refunds;
- (h) the contract giving rise to such Receivable and all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to such contract or otherwise;
- (i) all books, records and other information (including, without limitation, computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivable and the related debtor; and
- (j) all proceeds of any of the foregoing.

Particulars

Block Additional Information

Status

1 The complete address of the Secured Party is:

Current

Isaac-Fulda-Allee 1 55124 Mainz Germany

Personal Property Registry Search Results Report

Page 5 of 6

Search ID #: Z17233947

Business Debtor Search For:

SOLOWAVE DESIGN LP

Search ID #: Z17233947 Date of Search: 2024-Apr-08 Time of Search: 12:20:24

Registration Number: 24012624469

Registration Type: SECURITY AGREEMENT

Registration Date: 2024-Jan-26 Registration Status: Current

Expiry Date: 2029-Jan-26 23:59:59

Exact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Debtor(s)

Block Status
Current

1 SOLOWAVE DESIGN LP

160 ELGIN STREET, SUITE 2600

OTTAWA, ON K1P 1C3

Block Status
Current

2 SOLOWAVE DESIGN INC.

4630 OLIN ROAD DALLAS, TX 752444615

Secured Party / Parties

Block Status
Current

1 GB FUNDING, LLC

101 HUNTINGTON AVENUE, SUITE 1100

BOSTON, MA 02199

Email: kshonak@gordonbrothers.com

Block Status
Current

2 GB FUNDING, LLC, AS COLLATERAL AGENT

101 HUNTINGTON AVENUE, SUITE 1100

BOSTON, MA 02199

Email: kshonak@gordonbrothers.com

Collateral: General

 Block
 Description
 Status

 1
 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. Current

Personal Property Registry Search Results Report

Page 6 of 6

Search ID #: Z17233947

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

Court File No:

AND IN THE MATTER OF KIDKRAFT, INC. SOLOWAVE DESIGN HOLDINGS LIMITED., SOLOWAVE DESIGN INC., SOLOWAVE INTERNATIONAL INC. AND SOLOWAVE DESIGN LP

APPLICATION OF KIDKRAFT, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF GEOFFREY WALKER

OSLER, HOSKIN & HARCOURT LLP

100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto ON M5X 1B8

Tracy C. Sandler (LSO# 32443N)

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Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

Email: mcalvaruso@osler.com

Mark Sheeley (LSO# 66473O)

Tel: 416.862.6791

Email: msheeley@osler.com

Lawyers for the Applicant

TAB 3

Court File No.

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 KIDKRAFT, INC., SOLOWAVE DESIGN HOLDINGS LIMITED, SOLOWAVE DESIGN INC., SOLOWAVE INTERNATIONAL INC. AND SOLOWAVE DESIGN LP

APPLICATION OF KIDKRAFT, INC. UNDER SECTION 46 OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AMENDED

Applicant

AFFIDAVIT OF EMILIE DILLON

- I, Emilie Dillon, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:
- 1. I am an associate lawyer with the law firm of Osler, Hoskin & Harcourt LLP, counsel to the Chapter 11 Debtors (as defined below). Earlier today, the Chapter 11 Debtors filed voluntary petitions for relief pursuant to Chapter 11 of the United States Bankruptcy Code. As such, I have personal knowledge of the matters deposed to in this affidavit, except where indicated otherwise. The Chapter 11 Debtors do not waive or intend to waive any applicable privilege by any statement in this affidavit.
- 2. I make this affidavit in connection with an application by KidKraft, Inc., in its capacity as proposed foreign representative of itself and Solowave Design Holdings Limited, Solowave International Inc., Solowave Design Inc. and Solowave Design LP (collectively, the "Canadian Debtors"), for, among other things, an interim stay.

3. On May 10, 2024 (the "Petition Date"), KidKraft, Inc., the Canadian Debtors and six other debtors and debtors in possession (collectively, the "Chapter 11 Debtors") filed voluntary petitions for relief (the "Petitions") pursuant to Chapter 11 of the U.S. Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division. Uncertified copies of the Petitions are attached as follows:

Item	Exhibit
Voluntary Petition of KidKraft, Inc.	"A"
Voluntary Petition of KidKraft Europe, LLC	"B"
Voluntary Petition of KidKraft Intermediate Holdings, LLC	"C"
Voluntary Petition of KidKraft International Holdings, Inc.	"D"
Voluntary Petition of KidKraft Partners, LLC	"E"
Voluntary Petition of KidKraft International IP Holdings	"F"
Voluntary Petition of Solowave Design Corp.	"G"
Voluntary Petition of Solowave Design Holdings Limited	"H"
Voluntary Petition of Solowave International Inc.	"I"
Voluntary Petition of Solowave Design LP	"J"
Voluntary Petition of Solowave Design Inc.	"K"

The Chapter 11 Debtors are KidKraft, Inc., KidKraft Europe, LLC, KidKraft Intermediate Holdings, LLC, KidKraft International Holdings, Inc., KidKraft Partners, LLC, KidKraft International IP Holdings, LLC, Solowave Design Corp., Solowave Design Holdings Limited, Solowave Design Inc., Solowave Design LP, and Solowave International Inc.

SWORN BEFORE ME over

videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on May 10, 2024, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Toronto, in the Province of Ontario.

loot

EMILIE DILLON

LAUREN SCOTT

LSO # 848100 Commissioner for Taking Affidavits (or as may be) This is Exhibit "A" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Isrott

Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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o identify the case:	
y Court for the:	
District of	
(State)	_ Chapter11_
	/ Court for the:

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

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	KidKraft, 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)	7 5 2 2 9	3 3 0	3			
4.	Debtor's address	Principal place of busin			Mailing address, if of business	different from p	orincipal place
		4630 Olin Roa	d				
		Number Street			Number Street		
					P.O. Box		
		Dallas	TX	75244			
		City	State	ZIP Code	City	State	ZIP Code
		Dallas			Location of princip principal place of b	al assets, if diffousiness	erent from
		County			Number Street		
					City	State	ZIP Code
5.	Debtor's website (URL)	https://www.kidkra	ft.com				

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Debt	tor KidKraft, Inc.	Case number (if known)
6.	Type of debtor	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7.	Describe debtor's business	A. Check one: Health Care Business (as defined in 11 U.S.C. § 101(27A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Railroad (as defined in 11 U.S.C. § 101(44)) Stockbroker (as defined in 11 U.S.C. § 101(53A)) Commodity Broker (as defined in 11 U.S.C. § 101(6)) Clearing Bank (as defined in 11 U.S.C. § 781(3)) None of the above
		 B. Check all that apply: ☐ Tax-exempt entity (as described in 26 U.S.C. § 501) ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 4 2 3 9
8.	Under which chapter of the Bankruptcy Code is the debtor filing? A debtor who is a "small business debtor" must check the first subbox. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.	Check one: Chapter 7 Chapter 9 Chapter 11. Check all that apply: The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). A plan is being filed with this petition. Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b). The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filling for Bankruptcy under Chapter 11 (Official Form 201A) with this form. The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

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	KidKraft, Inc.					Case number (if known	2)	
ebtor	Name					Case Hamber (# knowl	")	
file	ere prior bankruptcy cases ed by or against the debtor thin the last 8 years?	☑ No ☐ Yes.	District _		When		Case number	
	nore than 2 cases, attach a parate list.							
pe bu	e any bankruptcy cases nding or being filed by a siness partner or an filiate of the debtor?	☐ No Yes.		See Rider 1				
	t all cases. If more than 1, ach a separate list.		Case nur	nber, if known				MM / DD /YYYY
	ny is the case filed in <i>this</i> strict?	imme distric	or has ha diately po	d its domicile, principal receding the date of th	s petition	or for a longer pa	ert of such 180	this district for 180 days 0 days than in any other ip is pending in this district.
po pro tha	es the debtor own or have ssession of any real operty or personal property at needs immediate ention?	1	Why doe It pos What It nee It incl attent	es or is alleged to pose is the hazard?ds to be physically secudes perishable goods	mmediate a threate ured or por assets	e attention? (Che of imminent and i	eck all that applidentifiable haw	azard to public health or safe
		I	Other	•				
		,	Where is	the property? Number	r	Street		State ZIP Code

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Debtor KidKraft, Inc.		Case number (if know	vn)
13. Debtor's estimation of available funds		for distribution to unsecured creditors. expenses are paid, no funds will be av	ailable for distribution to unsecured creditors.
14. Estimated number of creditors	☐ 1-49 ☐ 50-99 ☐ 100-199 ☑ 200-999	☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estimated assets	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
16. Estimated liabilities	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
WARNING Bankruptcy fraud is a		tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 35	
17. Declaration and signature of authorized representative of debtor		lief in accordance with the chapter of tit	le 11, United States Code, specified in this
		to file this petition on behalf of the debt	or. sonable belief that the information is true and
	I declare under penalty of p Executed on $\frac{05/10/20}{MM / DD / }$	YYYY	
	/s/Geoffrey Walker Signature of authorized rep Title Chief Execut	presentative of debtor Printed	eoffrey Walker

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KidKraft, Inc. Debtor Case number (if known)_ Name 05/10/2024 18. Signature of attorney ✗ /s/William L. Wallander Date Signature of attorney for debtor MM /DD /YYYY William L. Wallander Printed name Vinson & Elkins, LLP Firm name **Suite 3900** Ross Avenue 2001 Number Street TX 75201 Dallas City State ZIP Code (214) 220-7905 bwallander@velaw.com Contact phone Email address 20780750 TX

State

Bar number

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the <u>Debtor in the United States Bankruptcy Court for the Northern District of Texas</u>

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
KIDKRAFT, INC.,	§ (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft Intermediate Holdings, LLC	4630 Olin Road Dallas, Texas 75244	100%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	S Case No. [•]
KIDKRAFT, INC.,	(Chapter 11)
Debtor.	(Joint Administration Requested) (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft Intermediate Holdings LLC	4630 Olin Road Dallas, Texas 75244	100%

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Debtor name: KidKraft, Inc. et al. United States Bankruptcy Court for the Northern District of Texas Case number (if known):
. ,
Case number (if known):

Official Form 204

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

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 or entity 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 along 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	Indicate if claim is contingent, unliquidated , or disputed	If the clain unsecured secured, fi deduction	f unsecured clain is fully unsecur claim amount. It il in total claim a for value of collansecured claim.	ed, fill in only f claim is partially mount and
			TRADE PAYABLE SUBORDIN ATED NOTE DUE	Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
1	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	!				\$5,319,143.84
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	ATED				\$5,000,000.00
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS- BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: <u>WILLIAM88069@HOTMAIL.COM</u> / <u>SALE1@CHINATOYLAND.COM</u>	TRADE PAYABLE				\$1,566,212.34

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Debtor KidKraft, Inc. et al.

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	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.		
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES				\$1,258,217.97
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO. MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM -AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555	TRADE PAYABLE				\$1,029,463.27
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA 274400	EMAIL: LEO@FJSSRX.COM PHONE: +86-530-3761318 EMAIL: DINGWEIBO@HZ-JINRAN.COM	TRADE PAYABLE				\$948,485.79
9	ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28
10	323700 KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.) 1601 WILLOW RD	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91
13	MENLO PARK, CA 94025 APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57

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Debtor KidKraft, Inc. et al.

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	Indicate if claim is contingent, unliquidated , or disputed	If the clain unsecured secured, fil deduction	claim amount. If Il in total claim a	ly unsecured, fill in only unount. If claim is partially all claim amount and are of collateral or setoff to ed claim. Unsecured	
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76	
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28	
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77	
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: INFO@ZJXINYUN.COM	TRADE PAYABLE				\$593,018.77	
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36	
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75	
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50	
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05	
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28	

Desc Main 79 Case 24-80045-mvl11

Debtor KidKraft, Inc. et al.

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	aim (for ample, trade bts, bank ans, offessional veryment.		n is fully unsecur claim amount. It Il in total claim a for value of colla	secured, fill in only nt. If claim is partially iim amount and collateral or setoff to	
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363	EMAIL: VENDOR.INCOME@TARGET.CO M	TRADE PAYABLE				\$294,769.94	
	MINNEAPOLIS, MN 55486-0363							
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45	
25	HANDAN MEIJIANLI HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	PHONE: +86-108-021-3284 EMAIL: TOP@MEIJIANLL.COM	TRADE PAYABLE				\$292,568.22	
26	UNISHIPPERS PO BOX 1560 MELBOURNE, FL 32902	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL: <u>AR.TLG@UNISHIPPERS.COM</u>	TRADE PAYABLE				\$291,568.54	
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090 STATION A TORONTO, ON, CANADA	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26	
28	M5W0E9 FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK, ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48	
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD. 5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96	
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY GUANGDONG PROVINCE CHINA 532500	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO M	TRADE PAYABLE				\$203,543.02	

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation:

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title	
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory	_
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory	

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

<u>Debtor-in-Possession Financing, Cash Collateral and Adequate Protection</u>

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions," and each such transaction, a "Financing Transaction") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions, consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF KIDKRAFT, INC.	
Daniel Penn	
Geoffrey Walker	
DocuSigned by: Jill 7/A69222F0DD488 Frizzley	
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.	
Geoffrey Walker	
BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDING.	NGS,
Geoffrey Walker	

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
DocuSigned by: 77A69222F0DD488 Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.
Geoffrey Walker
DocuSigned by:
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
DocuSigned by:
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker

Jill Frizzley

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS, LLC:

KidKraft Group Holdings, LLC				
By:				
Name: Geoffrey Walker				
Title: Chief Executive Officer				

GENERAL PARTNER OF SOLOWAVE DESIGN LP:

Solowave Design Inc.

By:	
Name: Geoffrey Walker	
Title: Chief Executive Officer	

LIMITED PARTNER OF SOLOWAVE DESIGN LP:

Solowave Design Holdings Limited

By: Its Board Of Directors:

Geoffrey Walker

--- DocuSigned by:

Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF KIDKRAFT, INC.
David fund Dainer Frenn 115
Geoffrey Walker
Jill Frizzley
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.
Geoffrey Walker
BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS INC.
Geoffrey Walker

SOLOWAVE DESIGN INC.	
Geoffrey Walker	
Johnnie Goodner	
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.	
Geoffrey Walker	_
Johnnie Goodner	
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC	\mathcal{I}
Daniel Penn Daniel Penn	
Geoffrey Walker	
Jill Frizzley	

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

Daniel Penn

Docusigned by:

Goffry Walker

98943E20E048443.
Geoffrey Walker

BOARD OF DIRECTORS OF

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

Goffry Walker

Geoffrey Walker

Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

Goffry Walker

--Geoffry Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

Goffry Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

Geoffry Walker

Geoffry Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Docusigned by:

Geoffry Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC. DocuSigned by: Geoffry Walker Geoffrege Walker Johnnie Goodner **BOARD OF DIRECTORS OF** SOLOWAVE INTERNATIONAL INC. DocuSigned by: Geoffry Walker Geoffrey Walker Johnnie Goodner **BOARD OF DIRECTORS OF** KIDKRAFT GROUP HOLDINGS, LLC Daniel Penn DocuSigned by: Geoffry Walker Geoffrey Walker

Jill Frizzley

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Fill in this information to identify the case and this filing:					
Debtor Name	KidKraft, Inc.				
United States Bankruptcy Court for the:		Northern	District of (S	Texas	
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 Unsecur	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)							
	Schedule G: Executory Contracts and Unexp	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)							
	Schedule H: Codebtors (Official Form 206H)								
	Summary of Assets and Liabilities for Non-In	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)							
	Amended Schedule								
1	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 20 Corporate Ownership Statement; List of Equity Security Holders								
\(\sqrt{1} \)	Other document that requires a declaration_								
I ded	declare under penalty of perjury that the foregoin	ng is true and correct.							
Exe	05/10/2024 secuted on	× /s/Geoffrey Walker							
	MM / DD / YYYY	Signature of individual signing on behalf of debtor							
		Geoffrey Walker							
		Printed name							
	Chief Executive Officer								
		Decition or relationship to debter							

This is Exhibit "B" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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Fill	n this information t	to identify the ca	ase:		
Unit	ed States Bankrupto	y Court for the:			
	Northern	District of	Texas		
Cas	e number (If known): _	(State	e)	_ Chapter _	11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

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	KidKraft Europe, LLC				
2.	All other names debtor used					
	in the last 8 years					_
	Include any assumed names, trade names, and <i>doing business</i>					_
	as names					_
3.	Debtor's federal Employer Identification Number (EIN)	2 6 - 4 1 5 3 1 7 4				
4.	Debtor's address	Principal place of business		Mailing address, if different from principal place of business		
		4630 Olin Road				
		Number Street		Number Street		
				P.O. Box		
		Dallas TX	75244	P.O. Box		
			IP Code	City	State ZIP Code	
				Location of principal ass	sats if different from	
		Dallas		principal place of busine	ess	
		County				
		•		Number Street		
				City	State ZIP Code	
5.	Debtor's website (URL)	https://www.kidkraft.com				

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Deb	tor KidKraft Europe, LLC	Case number (if known)
6.	Type of debtor	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7.	Describe debtor's business	A. Check one: Health Care Business (as defined in 11 U.S.C. § 101(27A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Railroad (as defined in 11 U.S.C. § 101(44)) Stockbroker (as defined in 11 U.S.C. § 101(53A)) Commodity Broker (as defined in 11 U.S.C. § 101(6)) Clearing Bank (as defined in 11 U.S.C. § 781(3)) None of the above B. Check all that apply: Tax-exempt entity (as described in 26 U.S.C. § 501) Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
		□ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11)) C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 4 2 3 9
8.	Under which chapter of the Bankruptcy Code is the debtor filing? A debtor who is a "small business debtor" must check the first subbox. A debtor as defined in § 1182(1) who elects to proceed	Check one: ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11. Check all that apply: ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal
	under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.	income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
		A plan is being filed with this petition.Acceptances of the plan were solicited prepetition from one or more classes of
		creditors, in accordance with 11 U.S.C. § 1126(b). ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2. ☐ Chapter 12
		₩ Onapiei 12

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ebto	KidKraft Europe, Ll	_C			,	Case number (# know	n)	
ebio	Name				,	Case Humber (# known	")	
	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	☑ No ☐ Yes.	District		When		Case number	
	If more than 2 cases, attach a separate list.							
	Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?	☐ No Yes.						
	List all cases. If more than 1, attach a separate list.		Case nu	mber, if known				MM / DD /YYYY
	Why is the case filed in <i>this</i> district?	imme distric	or has ha ediately p ct.	d its domicile, preceding the dat	e of this petition	or for a longer pa	art of such 180	this district for 180 days) days than in any other ip is pending in this district.
i i	Does the debtor own or have possession of any real property or personal property that needs immediate attention?	1	Why doe It pos What It nee It inc atten asse	es the property ses or is alleged is the hazard? eds to be physical udes perishable tion (for example ts or other option	need immediat to pose a threat ally secured or p goods or assets e, livestock, seas	e attention? (Che of imminent and rotected from the	weather. y deteriorate t, dairy, produ	nzard to public health or safet or lose value without uce, or securities-related
				s the property?		Street		State ZIP Code
		I	No No Yes.	operty insured' Insurance agency Contact name Phone				

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ebtor '	LLO	Case number (if know)	n)					
Name			7					
. Dahanda aatimatina af	Charles							
	Check one:							
Debtor's estimation of available funds Estimated number of creditors Estimated assets Estimated liabilities Request for Relief, Dec RNING Bankruptcy fraud is a set \$500,000 or imprisonment Declaration and signature of authorized representative of	 ☐ 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 							
	△ After any administrative	expenses are paid, no funds will be ava	ilable for distribution to unsecured credito					
	1 -49	1 ,000-5,000	25,001-50,000					
	5 0-99	5 ,001-10,000	5 0,001-100,000					
Creditors	100-199	1 0,001-25,000	☐ More than 100,000					
	2 00-999							
	\$0-\$50,000	□ \$1,000,001-\$10 million	□ \$500,000,001-\$1 billion					
5. Estimated assets	\$50,001-\$100,000	☐ \$10,000,001-\$50 million	□ \$1,000,000,001-\$10 billion					
	\$100,001-\$500,000	□ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion					
	□ \$500,001-\$1 million	☑ \$100,000,001-\$500 million	☐ More than \$50 billion					
	\$0-\$50,000	□ \$1,000,001-\$10 million	□ \$500,000,001-\$1 billion					
6. Estimated liabilities	\$50,001-\$100,000	□ \$10,000,001-\$50 million	□ \$1,000,000,001-\$10 billion					
	\$100,001-\$500,000	□ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion					
	D 0500 004 04 million	☑ \$100,000,001-\$500 million	☐ More than \$50 billion					
Request for Relief, De	\$500,001-\$1 million							
WARNING Bankruptcy fraud is a s	eclaration, and Signatures	s tatement in connection with a bankruptc	y case can result in fines up to					
VARNING Bankruptcy fraud is a s	eclaration, and Signatures	5	y case can result in fines up to					
VARNING Bankruptcy fraud is a s \$500,000 or imprisonm	eclaration, and Signatures erious crime. Making a false signent for up to 20 years, or both. The debtor requests re	tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 357	y case can result in fines up to 71.					
VARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	eclaration, and Signatures erious crime. Making a false selent for up to 20 years, or both. The debtor requests repetition.	tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 357	y case can result in fines up to 71. e 11, United States Code, specified in this					
NARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	eclaration, and Signatures erious crime. Making a false seem for up to 20 years, or both. The debtor requests repetition. I have been authorized	tatement in connection with a bankrupton 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte	y case can result in fines up to 71. e 11, United States Code, specified in this or.					
WARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	peclaration, and Signatures derious crime. Making a false somether the for up to 20 years, or both. The debtor requests respetition. I have been authorized. I have examined the integrated.	tatement in connection with a bankrupton 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a					
WARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	eclaration, and Signatures serious crime. Making a false somether the form up to 20 years, or both. The debtor requests respetition. I have been authorized. I have examined the integrated correct. I declare under penalty of process.	tatement in connection with a bankruptor 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte formation in this petition and have a reasonerjury that the foregoing is true and corrections.	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a					
WARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	peclaration, and Signatures derious crime. Making a false somether the for up to 20 years, or both. The debtor requests respetition. I have been authorized. I have examined the integrated.	tatement in connection with a bankruptor 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte formation in this petition and have a reason perjury that the foregoing is true and corrupted 124	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a ect.					
NARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	eclaration, and Signatures erious crime. Making a false sepent for up to 20 years, or both. The debtor requests repetition. I have been authorized I have examined the integrated correct. I declare under penalty of percent correct of the corre	tatement in connection with a bankruptor 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte formation in this petition and have a reason perjury that the foregoing is true and corrupted 124	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a					
WARNING Bankruptcy fraud is a s \$500,000 or imprisonm 7. Declaration and signature of authorized representative of	reclaration, and Signatures serious crime. Making a false serious for up to 20 years, or both. The debtor requests repetition. I have been authorized I have examined the integrated correct. I declare under penalty of	tatement in connection with a bankruptor 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte formation in this petition and have a reast perjury that the foregoing is true and corrupt to the foregoing to the foregoing is true and corrupt to the foregoing to the	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a ect.					

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KidKraft Europe, LLC Debtor Case number (if known) 18. Signature of attorney 🗶 /s/William L. Wallander 05/10/2024 Date Signature of attorney for debtor MM /DD /YYYY William L. Wallander Printed name Vinson & Elkins, LLP Firm name Ross Avenue **Suite 3900** 2001 Number Street TX 75201 Dallas City State ZIP Code (214) 220-7905 bwallander@velaw.com Contact phone Email address

TX

State

20780750

Bar number

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the **Debtor in the United States Bankruptcy Court for the Northern District of Texas**

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
KIDKRAFT EUROPE, LLC	§ (Chapter 11)
Debtor.	§ (Joint Administration Requested) 8 (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft International Holdings, Inc.	4630 Olin Road Dallas, Texas 75244	100%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
KIDKRAFT EUROPE, LLC	§ (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft International Holdings, Inc.	4630 Olin Road Dallas, Texas 75244	100%

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Debtor name: KidKraft, Inc. et al. United States Bankruptcy Court for the Northern District of Texas Case number (if known):
Case number (if known):

Official Form 204

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

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 or entity 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 along the holders of the 30 largest unsecured claims.

	ame of creditor and complete mailing ldress, 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	claim (for example, trade debts, bank loans, professional 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	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84	
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00	
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82	
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16	
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS- BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34	

Debtor KidKraft, Inc. et al.

	ame of creditor and complete mailing ldress, 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	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.			
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES				\$1,258,217.97	
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO. MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM -AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555	TRADE PAYABLE				\$1,029,463.27	
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA	EMAIL: LEO@FJSSRX.COM PHONE: +86-530-3761318 EMAIL: DINGWEIBO@HZ- JINRAN.COM	TRADE PAYABLE				\$948,485.79	
9	274400 ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA 2227202	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28	
10	323700 KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35	
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80	
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.) 1601 WILLOW RD MENLO PARK, CA 94025	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91	
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57	

Debtor KidKraft, Inc. et al.

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	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.			
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76	
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28	
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77	
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: <u>INFO@ZJXINYUN.COM</u>	TRADE PAYABLE				\$593,018.77	
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36	
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75	
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50	
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05	
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28	

Filed 05/10/24 Entered 05/10/24 00:27:14 Desc Main Document Page 12 of 34 Case number (if known) Case 24-80046-11 Doc 1

Debtor KidKraft, Inc. et al.

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	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.		
		EMAIL: VENDOR.INCOME@TARGET.CO M	government contracts) TRADE PAYABLE		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim \$294,769.94
23	TARGET CORPORATION C/O VENDOR INCOME						
	PO BOX 860363 MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI	PHONE: +86-108-021-3284	TRADE				\$292,568.22
	HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	EMAIL: TOP@MEIJIANLI.COM	PAYABLE				
26	UNISHIPPERS PO BOX 1560	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL:	TRADE PAYABLE				\$291,568.54
	MELBOURNE, FL 32902	AR.TLG@UNISHIPPERS.COM					
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
	STATION A TORONTO, ON, CANADA M5W0E9	THE INLASURIE LELECON					
28	FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK.	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
	ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300						
 29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD.	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
	5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125						
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO	TRADE PAYABLE				\$203,543.02
	GUANGDONG PROVINCE CHINA 532500	M					

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation:

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein:

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

Debtor-in-Possession Financing, Cash Collateral and Adequate Protection

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "*Financing Transactions*," and each such transaction, a "*Financing Transaction*") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions; consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF KIDKRAFT, INC.		
Daniel Penn		
Geoffrey Walker		
DocuSigned by:		
Jill Frizzley		
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.		
Geoffrey Walker		
BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDING INC.	S	
Geoffrey Walker		

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
DocuSigned by: Jill Frizzley

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC				
Geoffrey Walker				
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC				
Geoffrey Walker				
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC				
Geoffrey Walker				
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED				
Geoffrey Walker				
DocuSigned by: F338D71DD39E42E				

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker
DocuSigned by:
Johnnie Goodner
Jonnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
DocuSigned by:
F3380710030F42F
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
Til F.:1
Jill Frizzley

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS,

LLC:
KidKraft Group Holdings, LLC
By:
GENERAL PARTNER OF SOLOWAVE DESIGN LP: Solowave Design Inc.
By:
LIMITED PARTNER OF SOLOWAVE DESIGN LP: Solowave Design Holdings Limited By: Its Board Of Directors:
Geoffrey Walker Docusigned by: F338D71DD39E42E Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF

KIDKRAF	Γ, INC.	
David Pe	Nh	
Danred Penn	415	
Geoffrey W	alker	
Jill Frizzley		
	F DIRECTORS OF VE DESIGN CORP.	
Geoffrey W	alker	
	F DIRECTORS OF I INTERNATIONAL HOLDING	js,
Geoffrey W	alker	

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.		
Geoff	rey Walker	
Johnn	ie Goodner	
	RD OF DIRECTORS OF OWAVE INTERNATIONAL INC.	
Geoff	rey Walker	
Johnn	ie Goodner	
KIDE	RD OF DIRECTORS OF KRAFT GROUP HOLDINGS, LLC usigned by: iil funn	
	PEFACSCED2415 I Penn	
Geoff	rey Walker	
Iill Fr	rizzlev	

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

> **BOARD OF DIRECTORS OF** KIDKRAFT, INC. Daniel Penn DocuSigned by: Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

DocuSigned by: Geoffrey Walker

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

DocuSigned by:

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

Goffry Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Docusigned by:

Geoffry Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.
DocuSigned by:
Geoffin Walter
Geoffry Walker Geoffrege Walker
•
Johnnie Goodner
BOARD OF DIRECTORS OF
SOLOWAVE INTERNATIONAL INC
DocuSigned by:
C. M. W. U.
GLOPPY Walker
Geoffry Walker Geoffrey Walker
Johnnie Goodner
DO ADD OF DIDECTORS OF
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LL
Daniel Penn
Daniel I chii
DocuSigned by:
Geoffry Walker
Goffry Walker Geoffrey Walker
Geofficy warker

Jill Frizzley

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Fill in this information to identify the case and this filing:			
KidKraft Europe,	LLC		
United States Bankruptcy Court for the:	Northern	District of	Texas
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 Secu	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)		
	Schedule E/F: Creditors Who Have Unsecured	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)		
	Schedule G: Executory Contracts and Unexpire	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)		
	Schedule H: Codebtors (Official Form 206H)	Schedule H: Codebtors (Official Form 206H)		
	Summary of Assets and Liabilities for Non-Indi	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)		
	Amended Schedule			
Ø	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	Corporate Ownership Statement; List of Equity Security Holders		
I ded	declare under penalty of perjury that the foregoing	is true and correct.		
Exe	ixecuted on 05/10/2024	/s/Geoffrey Walker		
	MM / DD / YYYY	Signature of individual signing on behalf of debtor		
		Geoffrey Walker		
		Printed name		
		Chief Executive Officer		
		Position or relationship to debtor		

This is Exhibit "C" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

loset

Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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Fill in this information t	o identify the case:				
United States Bankruptcy Court for the:					
Northern	District of				
Case number (If known):	(State)	_ Chapter11_			

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

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	KidKraft Interme	diate Holdir	gs, LLC			
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)	4 7 - 4 3 9	8 8 0	0			
4.	Debtor's address	Principal place of bus			Mailing address, if of business	different from p	rincipal place
		4630 Olin Ro	ad				
		Number Street			Number Street		
			T \/	75044	P.O. Box		
		Dallas	TX	75244			
		City	State	ZIP Code	City	State	ZIP Code
		Dallas			Location of princip principal place of b		erent from
		County		_	Number Street		
					City	State	ZIP Code
5.	Debtor's website (URL)	https://www.kidk	raft.com				

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Debtor	KidKraft Intermediate	e Holdings, LLC Case number (if known)
6. T	ype of debtor	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7. C	Describe debtor's business	A. Check one: Health Care Business (as defined in 11 U.S.C. § 101(27A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Railroad (as defined in 11 U.S.C. § 101(44)) Stockbroker (as defined in 11 U.S.C. § 101(53A)) Commodity Broker (as defined in 11 U.S.C. § 101(6)) Clearing Bank (as defined in 11 U.S.C. § 781(3)) None of the above B. Check all that apply: Tax-exempt entity (as described in 26 U.S.C. § 501)
		 ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11)) C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes. 4 2 3 9
E d d b \$ u (/v "s	Inder which chapter of the Bankruptcy Code is the lebtor filing? A debtor who is a "small business lebtor" must check the first subox. A debtor as defined in 1182(1) who elects to proceed inder subchapter V of chapter 11 whether or not the debtor is a small business debtor") must heck the second sub-box.	Check one: ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11. Check all that apply: ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). ☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

12b-2.

☐ Chapter 12

☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the

☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule

Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.

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Debt	KidKraft Intermedia	ite Holdi	ngs, LL	.C		Case number (if know)	n)	
Jebi	Name					Case Humber (# known	")	
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	☑ No ☐ Yes.	District		When	MM / DD / YYYY	Case number	
	If more than 2 cases, attach a separate list.		District		When		Case number	·
10.	Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1,	☐ No Yes.		See Rider 1				
	attach a separate list.		Case nu	mber, if known				
11.	Why is the case filed in this district?	imme distri	or has ha ediately p ct.	nd its domicile, princi receding the date of	this petition	or for a longer pa	art of such 18	this district for 180 days 0 days than in any other ip is pending in this district.
12.	Does the debtor own or have possession of any real property or personal property that needs immediate attention?	,	Why doe It pos What It nee It inc atten asse	es the property needs sees or is alleged to put is the hazard?eds to be physically ludes perishable good	ed immediate oose a threat oose a threat or pods or assets vestock, seas	of imminent and orotected from the sthat could quickle sonal goods, mea	eck all that applidentifiable have weather. y deteriorate t, dairy, produ	or lose value without
				s the property?		Street		State ZIP Code
			No ☐ Yes.	Insurance agency Contact name Phone				

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	Document	Page 4 of 34	271
Nebtor KidKraft Intermed	liate Holdings, LLC	_ Case number	(if known)
13. Debtor's estimation of available funds		distribution to unsecured credito	ors. e available for distribution to unsecured creditors
	□ 1-49	1 ,000-5,000	25,001-50,000
14. Estimated number of creditors	☐ 50-99 ☐ 100-199 ☑ 200-999	5,001-10,000 10,001-25,000	50,001-100,000 More than 100,000
15. Estimated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
WARNING Bankruptcy fraud is a se	rious crime. Making a false statent for up to 20 years, or both.		
17. Declaration and signature of authorized representative of debtor	The debtor requests relief petition.	in accordance with the chapter	of title 11, United States Code, specified in this
	I have been authorized to	file this petition on behalf of the	debtor.
	I have examined the inforcorrect.	mation in this petition and have a	a reasonable belief that the information is true an
		iury that the foregoing is true and	d correct.
	Executed on 05/10/2024		
	✗ /s/Geoffrey Walker	•	Geoffrey Walker
	Signature of authorized repres	sentative of debtor Pri	inted name

Authorized Signatory

Title

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KidKraft Intermediate Holdings, LLC

Debtor Case number (# known)_______

Signature of attorney	/s/William L. Wallander		Date 05	/10/2024
	Signature of attorney for debtor		ММ	/DD /YYYY
	William L. Wallander			
	Printed name Vinson & Elkins, LLP			
	Firm name 2001 Ross Avenue	Suite 3900		
	Number Street Dallas		TX	75201
	City (214) 220-7905		State bwalla	ZIP Code ander@velaw.com
	Contact phone		Email addre	ss
	20780750		TX	
	Bar number		State	

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the **Debtor in the United States Bankruptcy Court for the Northern District of Texas**

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:

\$ Case No. [•]

\$ KIDKRAFT INTERMEDIATE

\$ (Chapter 11)

HOLDINGS, LLC

\$ (Joint Administration Requested)

Debtor.

\$ (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft Group Holdings,	4630 Olin Road	100%
LLC	Dallas, Texas 75244	

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS

DALLAS DIVISION

In re:	§ Case No. [•]
KIDKRAFT INTERMEDIATE	§ § (Chapter 11)
HOLDINGS, LLC	§ (Joint Administration Requested)
Debtor.	(Soint Administration Requested) (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft Group Holdings LLC	4630 Olin Road Dallas, Texas 75244	100%

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Debtor name: KidKraft, Inc. et al. United States Bankruptcy Court for the Northern District of Texas Case number (if known):
Case number (if known):

Official Form 204

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

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 or entity 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 along 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	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.		
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS- BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34

Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES		Securcu		\$1,258,217.97
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO. MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM -AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555	TRADE PAYABLE				\$1,029,463.27
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA	EMAIL: LEO@FJSSRX.COM PHONE: +86-530-3761318 EMAIL: DINGWEIBO@HZ- JINRAN.COM	TRADE PAYABLE				\$948,485.79
9	274400 ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28
10	323700 KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.) 1601 WILLOW RD MENLO PARK, CA 94025	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57

Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: <u>INFO@ZJXINYUN.COM</u>	TRADE PAYABLE				\$593,018.77
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28

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Debtor KidKraft, Inc. et al.

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	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.		
		EMAIL: VENDOR.INCOME@TARGET.CO M	government contracts) TRADE PAYABLE		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim \$294,769.94
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	PHONE: +86-108-021-3284 EMAIL: TOP@MEIJIANLI.COM	TRADE PAYABLE				\$292,568.22
26	UNISHIPPERS PO BOX 1560 MELBOURNE, FL 32902	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL: AR.TLG@UNISHIPPERS.COM	TRADE PAYABLE				\$291,568.54
	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090 STATION A TORONTO, ON, CANADA M5W0E9	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
28	FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK, ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD. 5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY GUANGDONG PROVINCE CHINA 532500	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO M	TRADE PAYABLE				\$203,543.02

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation:

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title	
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory	_
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory	

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

<u>Debtor-in-Possession Financing, Cash Collateral and Adequate Protection</u>

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions," and each such transaction, a "Financing Transaction") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions, consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF KIDKRAFT, INC.
Daniel Penn
Geoffrey Walker
DocuSigned by:
Jill Frizzley
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.
Geoffrey Walker
BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS INC.
Geoffrey Walker

SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
DocuSigned by: Jill Frizzley

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
Geoffrey Walker
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED
Geoffrey Walker
DocuSigned by: F338D71DD39E42E Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey	Walker		
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Johnnie C	39E42E 300dner		
BOARD SOLOW		S OF FIONAL I	NC.
Geoffrey	Walker	 	
DocuSigne			
Johnnie C	39E42E Goodner		
BOARD KIDKRA		S OF LDINGS,	LLC
Daniel Pe	enn		
Geoffrey	Walker		

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS,

LLC:
KidKraft Group Holdings, LLC
By:
Name: Geoffrey Walker Title: Chief Executive Officer
GENERAL PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Inc.
By:
LIMITED PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Holdings Limited
By: Its Board Of Directors:
Geoffrey Walker
DocuSigned by: Add E32907100205425
Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF

KIDKRA	AFT, INC.	
DocuSigne		
Daniel	Penn	
Danren	9CD2 ⁴¹⁵	
Geoffrey	Walker	
Jill Frizzl	ley	
_	OF DIRECTORS OF AVE DESIGN CORP.	
Geoffrey	Walker	
	OF DIRECTORS OF AFT INTERNATIONAL HOLDI	INGS
Geoffrey	Walker	

SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn Daniel Penn
Geoffrey Walker
Jill Frizzley

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

Daniel Penn

Docusigned by:

Goffry Walker

Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

Docusigned by:

Geoffry Walker

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Geoffrey Walker

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

Goffry Walter

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Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

Goffry Walker

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Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Goffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.
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DO ADD OF DIDECTORS OF
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC
SOLOWAVE INTERNATIONAL INC
DocuSigned by:
Goffry Walker Geoffrey Walker
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LL
Daniel Penn
DocuSigned by:
Geoffry Walker
Geoffry Walker Geoffrey Walker
South of the mon

Jill Frizzley

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Fill in this information to identify the case and	this filing:
Nebtor Name KidKraft Intermediate Hold	lings, LLC
United States Bankruptcy Court for the: Northern	District of Texas (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:

	Schedul	e A/B: Assets–Real and Personal Pr	operty (Official Form 206A/B)
	Schedul	le D: Creditors Who Have Claims Se	cured by Property (Official Form 206D)
	Schedul	e E/F: Creditors Who Have Unsecur	ed Claims (Official Form 206E/F)
	Schedul	e G: Executory Contracts and Unexp	pired Leases (Official Form 206G)
	Schedul	le H: Codebtors (Official Form 206H)	
	Summa	ry of Assets and Liabilities for Non-In	ndividuals (Official Form 206Sum)
	Amende	d Schedule	
Ø	Chapter	11 or Chapter 9 Cases: List of Cred	itors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204
₫	Other do	ocument that requires a declaration_	Corporate Ownership Statement; List of Equity Security Holders
I ded	clare unde	er penalty of perjury that the foregoin	ng is true and correct.
Exe	cuted on	05/10/2024	/s/Geoffrey Walker
		MM / DD / YYYY	Signature of individual signing on behalf of debtor
			Geoffrey Walker
			Printed name
			Authorized Signatory
			Position or relationship to debtor

This is Exhibit "D" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

lost

Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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Fill in this information to identify the case:		
United States Bankruptcy Court for the:		
Northern	Texa	as
Case number (If known):	(State)	11 Chapter

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

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	KidKraft Internatio	nal Hold	dings, Inc.			
2.	All other names debtor used in the last 8 years						
	<u>-</u>						
	Include any assumed names, trade names, and doing business as names						
3.	Debtor's federal Employer Identification Number (EIN)	<u>2 6 4 1 5 2</u>	9 3	3			
4.	Debtor's address	Principal place of busines	ss		Mailing address, if d	lifferent from p	orincipal place
		4630 Olin Road					
		Number Street			Number Street		
					P.O. Box		
		Dallas	TX	75244	1 .O. BOX		
		City	State	ZIP Code	City	State	ZIP Code
		Dallas			Location of principa principal place of bu	al assets, if diff usiness	erent from
		County			Number Street		
					City	State	ZIP Code
5.	Debtor's website (URL)	https://www.kidkra	ft.com				
	. ,						

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Deb	KidKraft Internation	nal Holdings, Inc. Case number (# known)
6.	Type of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7.	Describe debtor's business	A. Check one: Health Care Business (as defined in 11 U.S.C. § 101(27A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Railroad (as defined in 11 U.S.C. § 101(44)) Stockbroker (as defined in 11 U.S.C. § 101(53A)) Commodity Broker (as defined in 11 U.S.C. § 101(6)) Clearing Bank (as defined in 11 U.S.C. § 781(3)) None of the above
		 B. Check all that apply: ☐ Tax-exempt entity (as described in 26 U.S.C. § 501) ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 4 2 3 9
8.	Under which chapter of the Bankruptcy Code is the debtor filing? A debtor who is a "small business debtor" must check the first subbox. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.	Check one: Chapter 7 Chapter 9 Chapter 11. Check all that apply: The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b). The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities
		 Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form. The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

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Dahi		l Holdings, Inc. Case number (# known)				
Debt	Name			Case number	el (if known)	
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list.					·
10	Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1, attach a separate list.	District _	See Rider 1		When	MM / DD /YYYY
11	Why is the case filed in this district?	immediately pro district.	l its domicile, principal pla eceding the date of this p	etition or for a lo	nger part of such 18	n this district for 180 days 0 days than in any other nip is pending in this district.
12.	Does the debtor own or have possession of any real property or personal property that needs immediate attention?	Why does It pose What i It need It incluatent assets Other Where is	s the property need imm	threat of immine d or protected frassets that could k, seasonal good	n? (Check all that app nt and identifiable ha om the weather. d quickly deteriorate ls, meat, dairy, produ	azard to public health or safety. or lose value without uce, or securities-related
		C	contact name			

Statistical and administrative information

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MidKraft International Debtor	al Holdings, Inc.	Case numb	er (if known)	
13. Debtor's estimation of available funds		distribution to unsecured cred	litors. I be available for distribution to unsecured cr	editors.
14. Estimated number of creditors	☐ 1-49 ☐ 50-99 ☐ 100-199 ☑ 200-999	☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000	
15. Estimated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		
WARNING Bankruptcy fraud is a se	claration, and Signatures rious crime. Making a false state ent for up to 20 years, or both. 18			
17. Declaration and signature of authorized representative of debtor	The debtor requests relief petition.	f in accordance with the chapte	er of title 11, United States Code, specified in	ı this
	I have been authorized to	file this petition on behalf of the	ne debtor.	
	I have examined the information correct.	mation in this petition and have	e a reasonable belief that the information is t	rue and
	I declare under penalty of period 05/10/20		and correct.	
	★ /s/Geoffrey Walker		Geoffrey Walker	
	Signature of authorized repres	sentative of debtor	Printed name	

Chief Executive Officer

Title

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KidKraft International Holdings, Inc. Debtor Case number (if known) 05/10/2024 18. Signature of attorney ✗ /s/William L. Wallander Date /DD /YYYY Signature of attorney for debtor MM William L. Wallander Printed name
Vinson & Elkins, LLP Firm name **Suite 3900** Ross Avenue 2001 Number Street 75201 TX Dallas City State ZIP Code

(214) 220-7905

Contact phone

Bar number

20780750

bwallander@velaw.com

Email address

 TX

State

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the **Debtor in the United States Bankruptcy Court for the Northern District of Texas**

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
KIDKRAFT INTERNATIONAL HOLDINGS, INC.	§ (Chapter 11)
HOLDINGS, INC.	§ (Joint Administration Requested)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft, Inc.	4630 Olin Road Dallas, Texas 75244	100%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:

\$ Case No. [•]

\$ KIDKRAFT INTERNATIONAL

\$ (Chapter 11)

HOLDINGS, INC.

\$ (Joint Administration Requested)

Debtor.

\$ (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft, Inc.	4630 Olin Road Dallas, Texas 75244	100%

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Debtor name: KidKraft, Inc. et al. United States Bankruptcy Court for the Northern District of Texas Case number (if known):
. ,
Case number (if known):

Official Form 204

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

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 or entity 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 along 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	Indicate if claim is contingent, unliquidated , or disputed	If the claim unsecured secured, fil deduction t	f unsecured clain is fully unsecure claim amount. It is total claim a for value of collansecured claim.	ed, fill in only claim is partially nount and
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	
1	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS- BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34

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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	Indicate if claim is contingent, unliquidated , or disputed	If the clain unsecured secured, fil deduction	ll in total claim a	ared, fill in only If claim is partially amount and lateral or setoff to	
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES				\$1,258,217.97	
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO. MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM -AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555 EMAIL: LEO@FJSSRX.COM	TRADE PAYABLE				\$1,029,463.27	
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA 274400	PHONE: +86-530-3761318 EMAIL: DINGWEIBO@HZ- JINRAN.COM	TRADE PAYABLE				\$948,485.79	
9	ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA 323700	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28	
10	KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35	
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80	
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.) 1601 WILLOW RD MENLO PARK, CA 94025	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91	
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57	

Debtor KidKraft, Inc. et al.

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	example, trade debts, bank loans, professional services, and government			n is fully unsecur claim amount. If Il in total claim a for value of colla	unsecured, fill in only ount. If claim is partially claim amount and of collateral or setoff to	
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76	
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28	
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77	
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: INFO@ZJXINYUN.COM	TRADE PAYABLE				\$593,018.77	
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36	
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75	
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50	
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05	
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28	

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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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME	EMAIL: VENDOR.INCOME@TARGET.CO M	TRADE PAYABLE				\$294,769.94
	PO BOX 860363 MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI	PHONE: +86-108-021-3284	TRADE				\$292,568.22
	HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	EMAIL: TOP@MEIJIANLI.COM	PAYABLE				
26	UNISHIPPERS PO BOX 1560	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL:	TRADE PAYABLE				\$291,568.54
	MELBOURNE, FL 32902	AR.TLG@UNISHIPPERS.COM					
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
	STATION A TORONTO, ON, CANADA M5W0E9	THE INLASURIE LELECON					
28	FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK.	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
	ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300						
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD.	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
	5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125						
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO	TRADE PAYABLE				\$203,543.02
	GUANGDONG PROVINCE CHINA 532500	M					

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation;

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

<u>Debtor-in-Possession Financing, Cash Collateral and Adequate Protection</u>

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions," and each such transaction, a "Financing Transaction") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions, consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

Daniel Penn	
Damer Feini	
Geoffrey Walker	
DocuSigned by:	
Jill Frizzley	
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.	

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
DocuSigned by:
4PJ
Jill Frizzley

KIDKRAFT EUROPE, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
Geoffrey Walker
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED
Geoffrey Walker
DocuSigned by:

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker
DocuSigned by:
Johnnie Goodner
Jonnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
DocuSigned by:
A Last
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
Jill Frizzley

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS, LLC:

LLC:			
KidKraft Group Holdings, LLC			
By:			
Name: Geoffrey Walker Title: Chief Executive Officer			
GENERAL PARTNER OF SOLOWAVE DESIGN LP:			
Solowave Design Inc.			
By:Name: Geoffrey Walker Title: Chief Executive Officer			
LIMITED PARTNER OF SOLOWAVE DESIGN LP:			
Solowave Design Holdings Limited			
By: Its Board Of Directors:			
Geoffrey Walker			
DocuSigned by: Aut F338D71DD39E42E Johnnie Goodner			

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

DocuSigi	AFT, INC.	
Daniel	Penn	
Darifel F	9CD2 ⁴¹⁵	
Geoffrey	Walker	
Geomey	Walker	
Jill Frizz	ley	
	OF DIRECTORS OF AVE DESIGN CORP.	
	AVE DESIGN CORP.	
Geoffrey BOARI	AVE DESIGN CORP.	GS

SOLOWAVE DESIGN INC.	
Geoffrey Walker	
Johnnie Goodner	
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL	INC.
Geoffrey Walker	
Johnnie Goodner	
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS DocuSigned by:	, LLC
Daniel Penn Daniel Penn	
Geoffrey Walker	
Jill Frizzley	

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

Daniel Penn

Docusigned by:

Goffry Walker

Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

Goffry Walker

Geoffry Walker

Geoffrey Walker

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

DocuSigned by:

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

Geoffry Walker

Geoffry Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Geoffry Walker
Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.
DocuSigned by:
Geoffry Walter Geoffrege Walker
GeodstregeMalker
Johnnie Goodner
BOARD OF DIRECTORS OF
SOLOWAVE INTERNATIONAL INC
DocuSigned by:
Geoffry Walker
Geoffry Walker Geoffrey Walker
3
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LL
Daniel Penn
Damei Penn
DocuSigned by:
Geoffry Walker
Goffry Walker Geoffrey Walker
-

Jill Frizzley

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Fill in this information to identify the case and this filing:			
KidKraft International Holdings, Inc.			
United States Bankruptcy Court for the: Northern	_ District of	Texas	
Case number (If known):	ζ-	,	

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			
ď	Chapter 17 de Chapter d'Octable 2010 de Chapter 18 de California de Californi de California de California de California de California de Calif			
\square	Corporate Ownership Statement; List of Equity Security Holders Other document that requires a declaration			
I ded	eclare under penalty of perjury that the foregoing is			
Exe	ecuted on 05/10/2024	/s/Geoffrey Walker		
	MM / DD / YYYY	Signature of individual signing on behalf of debtor		
	Geoffrey Walker			
		Printed name		
	Chief Executive Officer			
	Position or relationship to debtor			

This is Exhibit "E" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

lost

Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

this is an

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	KidKraft Partners, LLC	
2.	All other names debtor used		
	in the last 8 years		
	Include any assumed names, trade names, and <i>doing business</i>		
	as names		
3.	Debtor's federal Employer Identification Number (EIN)	2 6 4 1 5 3 2 6 8	
4.	Debtor's address	Principal place of business	Mailing address, if different from principal place of business
		4630 Olin Road	
		Number Street	Number Street
			P.O. Box
		Dallas TX 75244	1.0. 800
		City State ZIP Code	City State ZIP Code
			Location of principal assets, if different from
		Dallas	principal place of business
		County	N. 1
			Number Street
			City State ZIP Code
5.	Debtor's website (URL)	https://www.kidkraft.com	

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Deb	tor KidKraft Partners, Ll	_C Case number (if known)
6.	Type of debtor	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7.	Describe debtor's business	A. Check one: Health Care Business (as defined in 11 U.S.C. § 101(27A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Railroad (as defined in 11 U.S.C. § 101(44)) Stockbroker (as defined in 11 U.S.C. § 101(53A)) Commodity Broker (as defined in 11 U.S.C. § 101(6)) Clearing Bank (as defined in 11 U.S.C. § 781(3)) None of the above
		 B. Check all that apply: ☐ Tax-exempt entity (as described in 26 U.S.C. § 501) ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 4 2 3 9
8.	Under which chapter of the Bankruptcy Code is the debtor filing? A debtor who is a "small business debtor" must check the first subbox. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.	Check one: Chapter 7 Chapter 9 Chapter 11. Check all that apply: The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). A plan is being filed with this petition. Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b). The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities
		 Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form. The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

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ebtor	KidKraft Partners, I	LC			,	Case number (# know	n)	
EDIOI	Name				,	Case Humber (II knowl	")	
1	Were prior bankruptcy cases iled by or against the debtor within the last 8 years?	☑ No ☐ Yes.	District		When		Case number	
	f more than 2 cases, attach a separate list.							
	Are any bankruptcy cases pending or being filed by a pusiness partner or an affiliate of the debtor?	☐ No Yes.						
	ist all cases. If more than 1, attach a separate list.		Case nu	mber, if known				MM / DD /YYYY
	Why is the case filed in <i>this</i> district?	imme distric	or has ha diately p ct.	d its domicile, preceding the dat	e of this petition	or for a longer pa	art of such 180	this district for 180 days) days than in any other ip is pending in this district.
F F	Does the debtor own or have possession of any real property or personal property hat needs immediate attention?	, (Why doe It pos What It nee It inc atten asse	es the property ses or is alleged is the hazard? eds to be physical udes perishable tion (for example ts or other option	need immediat to pose a threat ally secured or p goods or assets e, livestock, seas	e attention? (Che of imminent and rotected from the	weather. y deteriorate t, dairy, produ	nzard to public health or safet or lose value without uce, or securities-related
				s the property?		Street		State ZIP Code
		[No No Yes.	operty insured' Insurance agency Contact name Phone				

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Debtor KidKraft Partners	, LLC	Case number (if i	known)
13. Debtor's estimation of available funds		for distribution to unsecured creditors expenses are paid, no funds will be	s. available for distribution to unsecured creditors.
14. Estimated number of creditors	☐ 1-49 ☐ 50-99 ☐ 100-199 ☑ 200-999	☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estimated assets	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	□ \$500,000,001-\$1 billion □ \$1,000,000,001-\$10 billion □ \$10,000,000,001-\$50 billion □ More than \$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	□ \$500,000,001-\$1 billion □ \$1,000,000,001-\$10 billion □ \$10,000,000,001-\$50 billion □ More than \$50 billion
Request for Relief, Dec	claration, and Signatures	S	
WARNING Bankruptcy fraud is a se \$500,000 or imprisonment. 17. Declaration and signature of authorized representative of	ent for up to 20 years, or both.	18 U.S.C. §§ 152, 1341, 1519, and	
debtor	petition.		
	I have been authorized	to file this petition on behalf of the de	ebtor.
	I have examined the integrated correct.	formation in this petition and have a r	easonable belief that the information is true and
	I declare under penalty of p 05/10/20	perjury that the foregoing is true and o	correct.
	MM / DD /	,	Caaffray Walker
	/s/Geoffrey Walke	<u> </u>	Geoffrey Walker
	Signature of authorized rep		ed name

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Debtor	KidKraft Partners	s, LLC	Case numbe	Γ (if known)	
	Name			(
18. Signa	ature of attorney	/s/William L. Wallander		05 <i>i</i> Date	/10/2024
		Signature of attorney for debtor		MM	/DD /YYYY
		William L. Wallander			
		Printed name Vinson & Elkins, LLP			
		Firm name 2001 Ross Avenue	Suite 3900		
		Number Street Dallas		TX	75201
		City		State	ZIP Code
		(214) 220-7905		bwalla	ander@velaw.com
		Contact phone	- 	Email addres	SS
		20780750		TX	
		Bar number		State	

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the **Debtor in the United States Bankruptcy Court for the Northern District of Texas**

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS **DALLAS DIVISION**

In re:	§ Case No. [•]
KIDKRAFT PARTNERS, LLC	§ § (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft International Holdings, Inc.	4630 Olin Road Dallas, Texas 75244	100%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
KIDKRAFT PARTNERS, LLC	§ (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft International Holdings, Inc.	4630 Olin Road Dallas, Texas 75244	100%

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ited States Bankruptcy Court for the Northern District of Texas	Fill in this information to identify the case:
	Debtor name: KidKraft, Inc. et al.
se number (if known):	United States Bankruptcy Court for the Northern District of Texas
se number (if known):	
	ase number (if known):

Official Form 204

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

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 or entity 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 along the holders of the 30 largest unsecured claims.

	ame of creditor and complete mailing ddress, 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	(for ele, trade bank bank sional es, and 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.			
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
1	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84	
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00	
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82	
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16	
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS-BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34	

Debtor KidKraft, Inc. et al.

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	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.			
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES				\$1,258,217.97	
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO. MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM -AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555 EMAIL: LEO@FJSSRX.COM	TRADE PAYABLE				\$1,029,463.27	
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA 274400	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$948,485.79	
9	ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA 323700	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28	
10	KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35	
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80	
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.) 1601 WILLOW RD MENLO PARK, CA 94025	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91	
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57	

Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: INFO@ZJXINYUN.COM	TRADE PAYABLE				\$593,018.77
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28

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Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME	EMAIL: VENDOR.INCOME@TARGET.CO M	TRADE PAYABLE				\$294,769.94
	PO BOX 860363 MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI	PHONE: +86-108-021-3284	TRADE				\$292,568.22
	HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	EMAIL: TOP@MEIJIANLI.COM	PAYABLE				
26	UNISHIPPERS PO BOX 1560	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL:	TRADE PAYABLE				\$291,568.54
	MELBOURNE, FL 32902	AR.TLG@UNISHIPPERS.COM					
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
	STATION A TORONTO, ON, CANADA M5W0E9	THE INLASURIE LELECON					
28	FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK.	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
	ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300						
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD.	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
	5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125						
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO	TRADE PAYABLE				\$203,543.02
	GUANGDONG PROVINCE CHINA 532500	M					

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation:

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

Debtor-in-Possession Financing, Cash Collateral and Adequate Protection

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "*Financing Transactions*," and each such transaction, a "*Financing Transaction*") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions; consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF KIDKRAFT, INC.	
Daniel Penn	
Geoffrey Walker	
DocuSigned by: 7/A69227E0DD1488	
Jill Frizzley	
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.	
Geoffrey Walker	
BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDING INC.	GS,
Geoffrey Walker	

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
DocuSigned by: 77A692222F0DD488 Jill Frizzley

KIDKRAFT EUROPE, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
Geoffrey Walker
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED
Geoffrey Walker
DocuSigned by: Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

~ 20 ==		
Geoffrey W	alker	
DocuSigned b		
Johnnie Go	odner	_
	F DIRECTORS OF VE INTERNATIONAL INC.	
Geoffrey W	valker	-
DocuSigned b	y:	
Johnnie Go	odner	
	F DIRECTORS OF T GROUP HOLDINGS, LLC	1
	T GROUP HOLDINGS, LLC	
KIDKRAF	T GROUP HOLDINGS, LLC	
Daniel Pen	T GROUP HOLDINGS, LLC	

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS, LLC:

LLC:
KidKraft Group Holdings, LLC
By: Name: Geoffrey Walker Title: Chief Executive Officer
GENERAL PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Inc.
By:
LIMITED PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Holdings Limited
By: Its Board Of Directors:
Geoffrey Walker

DocuSigned by:

Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF

KIDKRAFT,	INC.
Docusigned by: Daniel Fenn	
Danifer Penn ³⁴¹⁵	
Geoffrey Walk	er
Jill Frizzley	
y	
	DIRECTORS OF DESIGN CORP.
Geoffrey Walk	er
	DIRECTORS OF INTERNATIONAL HOLDINGS
Geoffrey Walk	er

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC Docusigned by: Daniel Penn Daniel Penn
Geoffrey Walker
Jill Frizzley

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

> **BOARD OF DIRECTORS OF** KIDKRAFT, INC. Daniel Penn DocuSigned by:

Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

DocuSigned by:

Geoffrey Walker

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

DocuSigned by:

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

Coffry Walker

98943E20E04B443

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Docusigned by:

Geoffry Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.
DocuSigned by:
Geoffry Walker Geoffrege Walker
Geoghneyellealker
Johnnie Goodner
BOARD OF DIRECTORS OF
SOLOWAVE INTERNATIONAL INC
DocuSigned by:
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Goffry Walker Geoffrey Walker
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LL
Daniel Penn
DocuSigned by:
Configurations
Geoffry Walker Geoffrey Walker
Geoffrey Walker

Jill Frizzley

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Fill in this information to identify the case and this filing:							
KidKraft Partners	, LLC						
United States Bankruptcy Court for the: _	Northern	District of	Texas				
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-Individu	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)							
	Amended Schedule								
Ø	- Chapter 11 of Chapter & Casco. List of Croakers 11	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204							
	Corporate Ownership Statement; List of Equity Security Holders Other document that requires a declaration								
	declare under penalty of perjury that the foregoing is true vector on 05/10/2024	ue and correct. /Geoffrey Walker							
Exe	xecuted on	gnature of individual signing on behalf of debtor							
	_	Geoffrey Walker nted name Chief Executive Officer							
	Po	sition or relationship to debtor							

This is Exhibit "F" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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Fill in this information to	o identify the case:	
United States Bankruptc	y Court for the:	
Northern	Texas	
Case number (If known):	(State)	_ Chapter _ 11

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

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	KidKraft International IP Holdings, LLC							
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)	8 0 - 0	3 4 1 8	4	1				
4.	Debtor's address	Principal place				Mailing a of busine		ferent from p	rincipal place
		4630 C	lin Road						
		Number Stre	eet			Number	Street		
									
		Dallas	T	X	75244	P.O. Box			
		City	Sta		ZIP Code	City		State	ZIP Code
		Dallas County		Location of principal assets, if different from principal place of business					
					Number	Street			
						City		State	ZIP Code
5.	Debtor's website (URL)	https://wwv	v.kidkraft.com	l					

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Debt	KidKraft International	IP Holdings, LLC Case number (if known)
6.	Type of debtor	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7	Describe debtor's business	A. Check one:
٠.	Describe debtor 3 business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
		☐ Railroad (as defined in 11 U.S.C. § 101(44))
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
		Clearing Bank (as defined in 11 U.S.C. § 781(3))
		☑ None of the above
		B. Check all that apply:
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
		☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 4 2 3 9
8.	Under which chapter of the	Check one:
	Bankruptcy Code is the	☐ Chapter 7
	deptor ming?	☐ Chapter 9
	Under which chapter of the Bankruptcy Code is the debtor filing? A debtor who is a "small business debtor" must check the first subbox. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must	☐ Chapter 11. Check all that apply:
	debtor" must check the first sub- box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a	☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
	check the second sub-box.	□ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
		☑ A plan is being filed with this petition.
		Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
		☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

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Debte	KidKraft Internation	al IP Ho	ldings,	LLC		Case number (# knows	N	
Debli	Name					Case Humber (ii knowi	1)	
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	☑ No ☐ Yes.	District		When		Case number	
	If more than 2 cases, attach a separate list.							
10.	Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1,	☐ No Yes.	District				When	
	attach a separate list.		Case nu	mber, if known				
11.	Why is the case filed in this district?	imme distric	or has ha diately p ct.	ad its domicile, proceeding the dat	e of this petition	or for a longer pa	rt of such 18	this district for 180 days 0 days than in any other ip is pending in this district.
12.	Does the debtor own or have possession of any real property or personal property that needs immediate attention?		Why doe It pos What It nee It inc atten asse	es the property ses or is alleged t is the hazard? eds to be physical ludes perishable tion (for example ts or other option	need immediat to pose a threat ally secured or p goods or asset e, livestock, sea	e attention? (Che of imminent and i	dentifiable hat weather. y deteriorate t, dairy, produ	or lose value without uce, or securities-related
			la 4la a 11 11 11 11 11 11 11 11 11 11 11 11		City			State ZIP Code
		I	□ No □ Yes.	Insurance agency Contact name Phone				

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3000 = 1 00000 ==	Document	Page 4 of 34	346
Debtor KidKraft Internation	onal IP Holdings, LLC	Case number (# k	snown)
13. Debtor's estimation of available funds		distribution to unsecured creditors	s. available for distribution to unsecured creditors.
14. Estimated number of creditors	☐ 1-49 ☐ 50-99 ☐ 100-199 ☑ 200-999	☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estimated assets	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	□ \$500,000,001-\$1 billion □ \$1,000,000,001-\$10 billion □ \$10,000,000,001-\$50 billion □ More than \$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	□ \$500,000,001-\$1 billion □ \$1,000,000,001-\$10 billion □ \$10,000,000,001-\$50 billion □ More than \$50 billion
WARNING Bankruptcy fraud is a se		ement in connection with a bankru 8 U.S.C. §§ 152, 1341, 1519, and	
17. Declaration and signature of authorized representative of debtor	The debtor requests relief petition.	f in accordance with the chapter of	title 11, United States Code, specified in this
	I have been authorized to	file this petition on behalf of the de	ebtor.
	I have examined the infor correct.	mation in this petition and have a r	easonable belief that the information is true and
	I declare under penalty of per	jury that the foregoing is true and c	correct.
	Executed on 05/10/202		
	MM / DD / YY ★ /s/Geoffrey Walker		Geoffrey Walker
	Signature of authorized repres	sentative of debtor Printe	ed name

Chief Executive Officer

Title

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| Name |

Printed name Vinson & Elkins, L	LP			
Firm name 2001 Ross Av	/enue	Suite 3900		
Number Street Dallas			TX	75201
City			State	ZIP Code
(214) 220-7905			bwa	llander@velaw.com
Contact phone			Email addre	ss
20780750			TX	
Bar number			State	

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the **Debtor in the United States Bankruptcy Court for the Northern District of Texas**

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS **DALLAS DIVISION**

In re:	§ Case No. [•]
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC	§ (Chapter 11)
HOLDINGS, ELC	§ (Joint Administration Requested) 8 (Emergency Hearing Requested)
Debtor.	§ (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft Netherlands CV	The Corporation Trust Company Lichttoren 32, 5661 BJ Eindhoven The Netherlands	100%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
KIDKRAFT INTERNATIONAL IP	§ (Chapter 11)
HOLDINGS, LLC	§ (Joint Administration Requested)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft Netherlands CV	The Corporation Trust Company Lichttoren 32, 5661 BJ Eindhoven The Netherlands	100%

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Debtor name: KidKraft, Inc. et al. United States Bankruptcy Court for the Northern District of Texas Case number (if known):
Case number (if known):

Official Form 204

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

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 or entity 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 along the holders of the 30 largest unsecured claims.

	ame of creditor and complete mailing ldress, 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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS- BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34

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	ame of creditor and complete mailing ldress, 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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES				\$1,258,217.97
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO. MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM -AND- PHONE: +86-155-0691-3517 EMAIL:	TRADE PAYABLE				\$1,029,463.27
	353200	-AND- PHONE: +86-186-5019-1555 EMAIL: LEO@FJSSRX.COM					
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA 274400	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$948,485.79
9	ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA 323700	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28
10	KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.) 1601 WILLOW RD MENLO PARK, CA 94025	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57

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Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: INFO@ZJXINYUN.COM	TRADE PAYABLE				\$593,018.77
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28

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Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME	EMAIL: VENDOR.INCOME@TARGET.CO M	TRADE PAYABLE				\$294,769.94
	PO BOX 860363 MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI	PHONE: +86-108-021-3284	TRADE				\$292,568.22
	HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	EMAIL: TOP@MEIJIANLI.COM	PAYABLE				
26	UNISHIPPERS PO BOX 1560	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL:	TRADE PAYABLE				\$291,568.54
	MELBOURNE, FL 32902	AR.TLG@UNISHIPPERS.COM					
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
	STATION A TORONTO, ON, CANADA M5W0E9	THE INLASURIE LELECON					
28	FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK.	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
	ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300						
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD.	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
	5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125						
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO	TRADE PAYABLE				\$203,543.02
	GUANGDONG PROVINCE CHINA 532500	M					

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation:

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein:

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

Debtor-in-Possession Financing, Cash Collateral and Adequate Protection

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions," and each such transaction, a "Financing Transaction") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions, consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("*Baird*") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

-	
Daniel Penn	
Geoffrey Walker	
DocuSigned by:	
Jill Frizzley	
Jili Frizziey	
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORE	

SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
DocuSigned by: Jill Frizzley

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC					
Geoffrey Walker					
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC					
Geoffrey Walker					
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC					
Geoffrey Walker					
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED					
Geoffrey Walker					
DocuSigned by: F338D71DD39E42E Johnnie Goodner					

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker
DocuSigned by:
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
DocuSigned by:
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
Jill Frizzley

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS,

LLC:
KidKraft Group Holdings, LLC
By:
GENERAL PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Inc.
By:
LIMITED PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Holdings Limited
By: Its Board Of Directors:
Geoffrey Walker DocuSigned by:

Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF

KIDKRAFT, INC.	
DocuSigned by:	
Daniel Penn	
Daniel Penni	
Geoffrey Walker	
Jill Frizzley	
BOARD OF DIRECTORS O SOLOWAVE DESIGN COR	
Geoffrey Walker	
BOARD OF DIRECTORS O KIDKRAFT INTERNATIO INC.	
Geoffrey Walker	

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC Docusigned by: Daniel Penn Daniel Penn
Geoffrey Walker
Jill Frizzlev

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

> **BOARD OF DIRECTORS OF** KIDKRAFT, INC.

Daniel Penn

DocuSigned by:

Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

DocuSigned by:

Geoffrey Walker

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

DocuSigned by:

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

Goffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

Geoffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Goffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.
DocuSigned by:
Geoffry Walker
Geoffry Walker Geoffrey-Walker
•
Johnnie Goodner
BOARD OF DIRECTORS OF
SOLOWAVE INTERNATIONAL INC.
DocuSigned by:
Geoffry Walker
Goffry Walker Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
DocuSigned by:
Geoffry Walker
Goffry Walker Geoffrey Walker
-

Jill Frizzley

Fill in this information to identify the case and this filing:			
KidKraft Internati	ional IP Holding	gs, LLC	
United States Bankruptcy Court for the:	Northern	District ofTexas	 S
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				
\sqrt	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 20-				
M	Other document that requires a declaration				
I de	clare und	er penalty of perjury that the	foregoing is true and correct.		
Exe	cuted on	05/10/2024	✗ /s/Geoffrey Walker		
		MM / DD / YYYY	Signature of individual signing on behalf of debtor		
			Geoffrey Walker		
			Printed name		
	Chief Executive Officer				
	Position or relationship to debtor				

This is Exhibit "G" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Isrott

Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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Fill in this information to	o identify the case:	
United States Bankruptcy	y Court for the:	
Northern	District of Texas	
Case number (If known):	(State)	_ Chapter11_

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

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	Solowave Design Corp.	
2.	All other names debtor used	PlayDirect DBA	
	in the last 8 years		
	Include any assumed names, trade names, and doing business		
	as names		
3.	Debtor's federal Employer Identification Number (EIN)	7 5 - 3 2 6 9 2 9 4	
4.	Debtor's address	Principal place of business	Mailing address, if different from principal place
		4630 Olin Road	of business
		Number Street	Number Street
			P.O. Box
		Dallas TX 75244	
		City State ZIP Code	City State ZIP Code
			Location of principal assets, if different from principal place of business
		Dallas	principal place of business
		County	Number Street
			City State ZIP Code
5.	Debtor's website (URL)	https://www.kidkraft.com	

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Debt	or Solowave Design Col	Case number (# known)
6.	Type of debtor	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7.	Describe debtor's business	A. Check one:
		Health Care Business (as defined in 11 U.S.C. § 101(27A))
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
		Railroad (as defined in 11 U.S.C. § 101(44))
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3)) ☐ None of the above
		B. Check all that apply:
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
		☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 4 2 3 9
8.		Check one:
	Bankruptcy Code is the	☐ Chapter 7
	debtor filing?	☐ Chapter 9
		☑ Chapter 11. Check all that apply:
	A debtor who is a "small business debtor" must check the first subbox. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must	The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
	check the second sub-box.	□ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
		☑ A plan is being filed with this petition.
		Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
		☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

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Solowave Design C	Corp.	Case number (if known	١	
Name		Case Humber (# kilowii)	
9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	☑ No ☐ Yes. District	When MM / DD / YYYY	Case number	
If more than 2 cases, attach a separate list.		MM / DD / YYYY		
10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1, attach a separate list.	District	der 1	When	
11. Why is the case filed in this district?	immediately preceding the district.	e date of this petition or for a longer pa	rt of such 180	days than in any other
12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?	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 set the debtor own or have session of any real perty or personal property needs immediate 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.)		zard to public health or safety. or lose value without lice, or securities-related State ZIP Code	
Statistical and adminis	Phone		_	

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Solowave Design	ı Corp.	Case number	(if known)
13. Debtor's estimation of available funds	,	for distribution to unsecured credit expenses are paid, no funds will b	ors. be available for distribution to unsecured creditors
14. Estimated number of creditors	☐ 1-49 ☐ 50-99 ☐ 100-199 ☑ 200-999	1,000-5,000 5,001-10,000 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estimated assets	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
16. Estimated liabilities	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
Request for Relief, Dec	claration, and Signature	s	
WARNING Bankruptcy fraud is a se \$500,000 or imprisonme		tatement in connection with a bank 18 U.S.C. §§ 152, 1341, 1519, ar	
17. Declaration and signature of authorized representative of debtor	The debtor requests re petition.	lief in accordance with the chapter	of title 11, United States Code, specified in this
	I have been authorized	to file this petition on behalf of the	debtor.
	I have examined the incorrect.	formation in this petition and have	a reasonable belief that the information is true an
	I declare under penalty of p	perjury that the foregoing is true an	d correct.
	Executed on 05/10/20		
	/s/Geoffrey Walker		Geoffrey Walker
	Signature of authorized rep	presentative of debtor Pr	inted name
	Chief Execu	tive Officer	

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Solowave Design Corp.

ebtor Name		Case number (##	(nown)	
18. Signature of attorney	✗ /s/William L. Wallander	Date	05	5/10/2024
	Signature of attorney for debtor		MM	/DD /YYYY
	William L. Wallander			
	Printed name Vinson & Elkins, LLP			
	Firm name Ross Avenue	Suite 3900		
	Number Street Dallas		TX	75201
	City		State	ZIP Code
	(214) 220-7905		bwa	allander@velaw.com
	Contact phone	_ E	Email addre	ess
	20780750		TX	
	Bar number		State	

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the **Debtor in the United States Bankruptcy Court for the Northern District of Texas**

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
SOLOWAVE DESIGN CORP.	§ (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft, Inc.	4630 Olin Road Dallas, Texas 75244	100%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
SOLOWAVE DESIGN CORP.	§ (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held	
KidKraft, Inc.	4630 Olin Road Dallas, Texas 75244	100%	

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Fill in this information to identify the case:
Debtor name: KidKraft, Inc. et al.
United States Bankruptcy Court for the Northern District of Texas
Case number (if known):

Official Form 204

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

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 or entity 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 along the holders of the 30 largest unsecured claims.

	ame of creditor and complete mailing ldress, 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	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS- BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34

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Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES				\$1,258,217.97
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO. MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM -AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555 EMAIL: LEO@FJSSRX.COM	TRADE PAYABLE				\$1,029,463.27
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA 274400	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$948,485.79
9	ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA 323700	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28
10	KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.) 1601 WILLOW RD MENLO PARK, CA 94025	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57

Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: <u>INFO@ZJXINYUN.COM</u>	TRADE PAYABLE				\$593,018.77
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28

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Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363	EMAIL: VENDOR.INCOME@TARGET.CO M	TRADE PAYABLE				\$294,769.94
	MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	PHONE: +86-108-021-3284 EMAIL: TOP@MEIJIANLL.COM	TRADE PAYABLE				\$292,568.22
26	UNISHIPPERS PO BOX 1560 MELBOURNE, FL 32902	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL: <u>AR.TLG@UNISHIPPERS.COM</u>	TRADE PAYABLE				\$291,568.54
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090 STATION A TORONTO, ON, CANADA	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
28	M5W0E9 FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK, ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD. 5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY GUANGDONG PROVINCE CHINA 532500	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO M	TRADE PAYABLE				\$203,543.02

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation:

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein:

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

Debtor-in-Possession Financing, Cash Collateral and Adequate Protection

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions," and each such transaction, a "Financing Transaction") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions, consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("*V&E*") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

Daniel Penn	
Geoffrey Walker	
DocuSigned by:	
Jill Frizzley	
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.	
Geoffrey Walker	
BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOI	LDINGS

SOLOWAVE DESIGN INC.	
Geoffrey Walker	
Johnnie Goodner	
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL	. INC.
Geoffrey Walker	
Johnnie Goodner	
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDING	S, LLC
Daniel Penn	
Geoffrey Walker	
DocuSigned by: Jill F11ZZleV	

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
Geoffrey Walker
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED
Geoffrey Walker
DocuSigned by: F338D71DD39E42E Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker	
DocuSigned by:	
M. And	
Johnnie Goodner	
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL I	NC.
Geoffrey Walker	
DocuSigned by:	
Johnnie Goodner	
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS,	LLC
Daniel Penn	
Geoffrey Walker	
Jill Frizzley	

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS, LLC:

LLC:
KidKraft Group Holdings, LLC
By:
Name: Geoffrey Walker Title: Chief Executive Officer
GENERAL PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Inc.
By:Name: Geoffrey Walker Title: Chief Executive Officer
LIMITED PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Holdings Limited
By: Its Board Of Directors:
Geoffrey Walker
DocuSigned by: Aut F338D71DD39E42E Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF

KIDKRAFT, INC.	
DocuSigned by:	
Daniel Penn	
Dante Penn ⁴¹⁵	
Geoffrey Walker	
Jill Frizzley	
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.	
Geoffrey Walker	
BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDING INC.	GS
Geoffrey Walker	

NC.
VC.
VC.
10.
LLO

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF KIDKRAFT, INC.

Daniel Penn

Docusigned by:

Guffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

Guoffry Walker

Geoffrey Walker

Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

Goffry Walker

98943E20E048443

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

Geoffry Walker

Geoffry Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Goffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.
DocuSigned by:
Geoffry Walter Geoffrege Walker
GeodstregeMalker
Johnnie Goodner
BOARD OF DIRECTORS OF
SOLOWAVE INTERNATIONAL INC
DocuSigned by:
Geoffry Walker
Geoffry Walker Geoffrey Walker
3
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LL
Daniel Penn
Damei Penn
DocuSigned by:
Geoffry Walker
Goffry Walker Geoffrey Walker
-

Jill Frizzley

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-	•	

Fill in this information to identify t	the case and this filing:		
Solowave Design	n Corp.		
United States Bankruptcy Court for the:	Northern	District of	Texas
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	1 206A/B)
	☐ Schedule D: Creditors Who Have Claims Secured by Property (0	Official Form 206D)
	☐ Schedule E/F: Creditors Who Have Unsecured Claims (Official F	orm 206E/F)
	☐ Schedule G: Executory Contracts and Unexpired Leases (Official	l Form 206G)
	Schedule H: Codebtors (Official Form 206H)	
	☐ Summary of Assets and Liabilities for Non-Individuals (Official Fo	orm 206Sum)
	Amended Schedule	
1		30 Largest Unsecured Claims and Are Not Insiders (Official Form 20 nership Statement; List of Equity Security Holders
⊻	Other document that requires a declaration	
	I declare under penalty of perjury that the foregoing is true and correct Executed on 05/10/2024	
		dual signing on behalf of debtor
	Geoffrey \	Valker
	Printed name	
	Chief Ex	ecutive Officer
	Position or relation	ushin to debtor

This is Exhibit "H" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Isrott

Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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o identify the case:	
y Court for the:	
District of	
(State)	_ Chapter11_
	y Court for the: Texas District of

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

an

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	Solowa	ve Design Ho	ldings l	₋imited				
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)	N/A 			_				
4.	Debtor's address		lace of business			Mailing a		erent from p	rincipal place
		1565	Carling Ave	nue					
		Number	Street			Number	Street		
		Suite 40	00						
					1/47.004	P.O. Box			
		Ottawa		ON	K1Z 8R1				
		City		State	ZIP Code	City		State	ZIP Code
							of principal a place of busi		erent from
		County							
						Number	Street		
						City		State	ZIP Code
5.	Debtor's website (URL)	https://	/www.kidkraft.	com					

Deb	tor Solowave Design Ho	Ildings Limited Case number (if known)
6.	Type of debtor	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7.	Describe debtor's business	A. Check one: Health Care Business (as defined in 11 U.S.C. § 101(27A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Railroad (as defined in 11 U.S.C. § 101(44)) Stockbroker (as defined in 11 U.S.C. § 101(53A)) Commodity Broker (as defined in 11 U.S.C. § 101(6)) Clearing Bank (as defined in 11 U.S.C. § 781(3)) None of the above
		 B. Check all that apply: ☐ Tax-exempt entity (as described in 26 U.S.C. § 501) ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 4 2 3 9
8.	Under which chapter of the Bankruptcy Code is the debtor filing?	Check one: ☐ Chapter 7 ☐ Chapter 9 ☐ Chapter 11. Check all that apply:
	A debtor who is a "small business debtor" must check the first subbox. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.	 □ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). □ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). ☑ A plan is being filed with this petition. ☑ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b). □ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form. □ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

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Debtor	Solowave Design F	łoldings L	imited.			Case number (# know	۵)	
Jebioi	Name					Case Humber (# knowl	1)	
filed I	prior bankruptcy cases by or against the debtor on the last 8 years?	☑ No ☐ Yes. [District _		When		Case number	
If more separa	e than 2 cases, attach a ate list.							
pendi busin affilia List all	ny bankruptcy cases ing or being filed by a less partner or an te of the debtor? cases. If more than 1, a separate list.	[District _				When	MM / DD /YYYY
	is the case filed in <i>this</i>	Check all to	that app has had liately pr	<i>ly:</i> d its domicile, pr receding the dat	rincipal place of e of this petitior	business, or princ or for a longer pa	cipal assets in	this district for 180 days O days than in any other ip is pending in this district.
posse prope	the debtor own or have ession of any real erty or personal property eeds immediate tion?	Mo No Yes. Al	nswer b /hy doe It pos What It nee It inclustent asset Other /here is It nee	elow for each prosection is the property es or is alleged is the hazard?	roperty that nee need immediat to pose a threat ally secured or p goods or asset e, livestock, sea is). Number City	ds immediate atte	ntion. Attach eck all that appl identifiable ha weather. y deteriorate t, dairy, produ	additional sheets if needed. y.) azard to public health or safety. or lose value without lice, or securities-related State ZIP Code

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Solowave Design	n Holdings Limited	Case number (if known)				
Name		·				
13. Debtor's estimation of available funds		for distribution to unsecured creditors. e expenses are paid, no funds will be av	ailable for distribution to unsecured creditors.			
14. Estimated number of creditors	☐ 1-49 ☐ 50-99 ☐ 100-199 ☑ 200-999	☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000			
15. Estimated assets	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion			
16. Estimated liabilities	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion			
WARNING Bankruptcy fraud is a se		statement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 35				
17. Declaration and signature of authorized representative of debtor	The debtor requests re petition.	elief in accordance with the chapter of tit	le 11, United States Code, specified in this			
	I have been authorized	I to file this petition on behalf of the deb	tor.			
	I have examined the in correct.	formation in this petition and have a rea	sonable belief that the information is true and			
	I declare under penalty of p	perjury that the foregoing is true and cor	rect.			
	Executed on 05/10/20	024				
	✗ /s/Geoffrey Walker	G	eoffrey Walker			
	Signature of authorized rep	presentative of debtor Printed	name			
	TitleChief Exe	cutive Officer				

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Solowave Design Holdings Limited

ebtor Name		Case number (# known)
8. Signature of attorney	✗ /s/William L. Wallander	05/10/2024 Date
	Signature of attorney for debtor	MM / DD / YYYY
	William L. Wallander	
	Printed name Vinson & Elkins, LLP	
	Firm name Ross Avenue	Suite 3900
	Number Street Dallas	TX 75201
	City	State ZIP Code
	(214) 220-7905	bwallander@velaw.com
	Contact phone	Email address
	20780750	TX
	Bar number	State

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor in the United States Bankruptcy Court for the Northern District of Texas

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
COLOWANE DESIGN HOLDINGS	§ (CI + 11)
SOLOWAVE DESIGN HOLDINGS LIMITED	§ (Chapter 11)
	§ (I
	8 (Joint Administration Requested)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft, Inc.	4630 Olin Road Dallas, Texas 75244	100%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
SOLOWAVE DESIGN HOLDINGS	§ § (Chapter 11)
LIMITED Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)
	§ (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
KidKraft, Inc.	4630 Olin Road Dallas, Texas 75244	100%

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Debtor name: KidKraft, Inc. et al. United States Bankruptcy Court for the Northern District of Texas Case number (if known):
Case number (if known):

Official Form 204

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

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 or entity 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 along 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	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.			
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
1	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84	
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00	
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82	
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16	
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS- BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34	

Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES		Securcu		\$1,258,217.97
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO. MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM -AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555	TRADE PAYABLE				\$1,029,463.27
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA	EMAIL: LEO@FJSSRX.COM PHONE: +86-530-3761318 EMAIL: DINGWEIBO@HZ- JINRAN.COM	TRADE PAYABLE				\$948,485.79
9	274400 ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28
10	323700 KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.) 1601 WILLOW RD MENLO PARK, CA 94025	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57

Debtor KidKraft, Inc. et al.

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
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: INFO@ZJXINYUN.COM	TRADE PAYABLE				\$593,018.77
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28

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KidKraft, Inc. et al. Case number (if known)

Debtor

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME	EMAIL: VENDOR.INCOME@TARGET.CO M	TRADE PAYABLE				\$294,769.94
	PO BOX 860363 MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI	PHONE: +86-108-021-3284	TRADE				\$292,568.22
	HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	EMAIL: TOP@MEIJIANLI.COM	PAYABLE				
26	UNISHIPPERS PO BOX 1560	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL:	TRADE PAYABLE				\$291,568.54
	MELBOURNE, FL 32902	AR.TLG@UNISHIPPERS.COM					
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
	STATION A TORONTO, ON, CANADA M5W0E9	THE INLASURIE LELECON					
28	FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK.	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
	ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300						
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD.	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
	5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125						
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO	TRADE PAYABLE				\$203,543.02
	GUANGDONG PROVINCE CHINA 532500	M					

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation:

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

Debtor-in-Possession Financing, Cash Collateral and Adequate Protection

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "*Financing Transactions*," and each such transaction, a "*Financing Transaction*") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions; consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

Daniel F	Penn
Geoffre	y Walker
Docusig Jill Frizz	7
	O OF DIRECTORS OF VAVE DESIGN CORP.
Geoffre	y Walker
BOARI	y Walker O OF DIRECTORS OF AFT INTERNATIONAL HOLDINGS

SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
DocuSigned by: 77A69222F0DD488 Jill Frizzlev

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
Geoffrey Walker
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED
Geoffrey Walker
DocuSigned by: And F338D71DD39E42E Johnne Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker	
DocuSigned by:	
Johnnie Goodner	
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL I	NC.
Geoffrey Walker	
DocuSigned by:	
Johnnie Goodner	
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS,	LLC
Daniel Penn	
Geoffrey Walker	

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS, LLC:

LLC:
KidKraft Group Holdings, LLC
By:
Name: Geoffrey Walker Title: Chief Executive Officer
GENERAL PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Inc.
By:
LIMITED PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Holdings Limited
By: Its Board Of Directors:
Geoffrey Walker
DocuSigned by: Add E32907100205425
Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF

KIDKRA	AFT, INC.	
DocuSigne		
Daniel		
Darifelip	9CD2 ⁴¹⁵	
Geoffrey	Walker	
Jill Frizz	ley	
_	OF DIRECTORS OF AVE DESIGN CORP.	
Geoffrey	Walker	
	OF DIRECTORS OF AFT INTERNATIONAL HOLDIN	NGS
Geoffrey	Walker	

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ie Goodner	
	ECTORS OF TERNATIONAL INC.
rey Walker	
ie Goodner	
RAFT GRO	ECTORS OF OUP HOLDINGS, LLC
iel Penn	
rey Walker	
	rey Walker ie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

Daniel Penn

Docusigned by:

Goffry Walker

Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

Docusigned by:

Geoffry Walker

989438-20E048443

Geoffrey Walker

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

Geoffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Goffry Walker
Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.
DocuSigned by:
Geoffry Walter Geoffrege Walker
GeodstregeMalker
Johnnie Goodner
BOARD OF DIRECTORS OF
SOLOWAVE INTERNATIONAL INC
DocuSigned by:
Geoffry Walker
Geoffry Walker Geoffrey Walker
3
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LL
Daniel Penn
Damei Penn
DocuSigned by:
Geoffry Walker
Goffry Walker Geoffrey Walker
-

Jill Frizzley

-iled 05/10/2	24 Entere	ed 05/10/24 01:16:22	Desc Main
ocument	Page 34	of 34	

Fill in this information to identify the case	and this filing:
Solowave Design Holdi	ngs Limited
United States Bankruptcy Court for the: North	hern District of Texas
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
Ø	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 20 Corporate Ownership Statement; List of Equity Security Holders
\square	Other document that requires a declaration
	elare under penalty of perjury that the foregoing is true and correct. Soluted on 05/10/2024
_,,,	MM / DD / YYYY Signature of individual signing on behalf of debtor
	Geoffrey Walker
	Printed name
	Chief Executive Officer
	Position or relationship to debtor

This is Exhibit "I" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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Fill in this information t	o identify the case:	
United States Bankruptc	y Court for the:	
Northern	District of Texas	
Case number (If known):	(State)	_ Chapter11

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

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	Solowa	ve Internation	al 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)	N/A 			_				
4.	Debtor's address	Principal p	lace of business	5		Mailing a		ferent from p	rincipal place
		1565	Carling Ave	nue					
		Number	Street			Number	Street		
		Suite 40	00						
		Ottawa		ON	K1Z 8R1	P.O. Box			
		City		State	ZIP Code	City		State	ZIP Code
							of principal a place of busi		erent from
		County							
						Number	Street		
						City		State	ZIP Code
5.	Debtor's website (URL)	https://w	ww.kidkraft.c	om					

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S.C.
or. See
nd its or st eral dure in) are t, or if of h the urities viduals Filing
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r	nal Inc.			(Case number (if known)	
Name							
filed by or against the debtor					MM / DD / YYYY		
pending or being filed by a business partner or an affiliate of the debtor?	D	District _				Relationship	
	Debtor immedi district.	has had ately pr	I its domicile, principal peceding the date of this	petition	or for a longer pa	rt of such 180	0 days than in any other
possession of any real property or personal property that needs immediate	V No Yes. An Wi	hy does hy does What I the need I the inclusion assets Other here is	elow for each property to the property need impose or is alleged to pose is the hazard?	mediat mediat a threat red or p or assets ck, seas	ds immediate atter e attention? (Che of imminent and i rotected from the s that could quickly sonal goods, meat	ntion. Attach eck all that appl dentifiable ha weather. y deteriorate t, dairy, produ	additional sheets if needed. y.) azard to public health or safety. or lose value without uce, or securities-related State ZIP Code
	Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1,	Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1, attach a separate list. Why is the case filed in this district? Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes. Check all to be the debtor own or have possession of any real property or personal property that needs immediate attention?	Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1, attach a separate list. Why is the case filed in this district? Does the debtor own or have possession of any real property or personal property that needs immediate attention? Does the debtor own or have possession of any real property or personal property that needs immediate attention? It need: It incluate that apply does what it is need: Why does the debtor own or have possession of any real property or personal property that needs immediate attention? It pose what is the property that needs immediate attention assets. Other	Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1, attach a separate list. Why is the case filed in this district? Debtor has had its domicile, principal primmediately preceding the date of this district. My a bankruptcy case concerning debtor's Check all that apply: Does the debtor own or have possession of any real property or personal property that needs immediate attention? Does the debtor own or have possession of any real property or personal property that needs immediate attention? Why does the property need imatention (for example, liveston assets or other options). Other Where is the property? Number Number Is the property insured? Is the property insured?	Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1, attach a separate list. Why is the case filed in this district? Case number, if known Check all that apply: Debtor has had its domicile, principal place of immediately preceding the date of this petition district. A bankruptcy case concerning debtor's affiliate why does the property or personal property that needs immediate attention? Does the debtor own or have possession of any real property or personal property that needs immediate attention? It poses or is alleged to pose a threat What is the hazard? It needs to be physically secured or personal property in the property of the property of the property of the property insured? Where is the property? No Other Where is the property insured? No Yes. Insurance agency Contact name	Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1, attach a separate list. Case number, if known Check all that apply: Debtor bas had its domicile, principal place of business, or principal property or personal property. A bankruptcy case concerning debtor's affiliate, general partner, why does the debtor own or have possession of any real property or personal property that needs immediate attention? Does the debtor own or have possession of any real property or personal property that needs immediate attention? It poses or is alleged to pose a threat of imminent and in what is the hazard? It is needs to be physically secured or protected from the lit includes perishable goods or assets that could quickly attention (for example, livestock, seasonal goods, meat assets or other options). Other Where is the property? Number Street Is the property insured? No Yes. Insurance agency Contact name	Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases, if more than 1, attach a separate list. Why is the case filed in this district? Case number, if known Case number, if known Check all that apply: Debtor has had its domicile, principal place of business, or principal assets in immediately preceding the date of this petition or for a longer part of such 18 district? Does the debtor own or have possession of any real property or personal property that needs immediate attention? Does the debtor own or have possession of any real property or personal property that needs immediate attention? Why does the property need immediate attention? (Check all that apply: It poses or is alleged to pose a threat of imminent and identifiable his Whyat is the hazard? It needs to be physically secured or protected from the weather. It is the property! No Other Where is the property insured? No Yes. Insurance agency Contact name

Statistical and administrative information

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Debtor Solowave Interna	tional Inc.	Case number (if	known)
13. Debtor's estimation of available funds		for distribution to unsecured creditors expenses are paid, no funds will be	s. available for distribution to unsecured creditors
14. Estimated number of creditors	☐ 1-49 ☐ 50-99 ☐ 100-199 ☑ 200-999	☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estimated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	□ \$500,000,001-\$1 billion □ \$1,000,000,001-\$10 billion □ \$10,000,000,001-\$50 billion □ More than \$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	□ \$500,000,001-\$1 billion □ \$1,000,000,001-\$10 billion □ \$10,000,000,001-\$50 billion □ More than \$50 billion
Request for Relief, Dec	claration, and Signature	5	
WARNING Bankruptcy fraud is a set \$500,000 or imprisonment		tatement in connection with a bankru 18 U.S.C. §§ 152, 1341, 1519, and	
17. Declaration and signature of authorized representative of debtor	The debtor requests re petition.	lief in accordance with the chapter of	title 11, United States Code, specified in this
	I have been authorized	to file this petition on behalf of the de	ebtor.
	I have examined the in correct.	formation in this petition and have a r	reasonable belief that the information is true an
	I declare under penalty of p Executed on MM / DD /		correct.
	★ /s/Geoffrey Walke		Geoffrey Walker
	Signature of authorized rep		ed name
	Chief Exec	cutive Officer	

Title

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Solowave International Inc.

ebtor Name		Case number (# known)
18. Signature of attorney	✗ /s/William L. Wallander	05/10/2024 Date
	Signature of attorney for debtor	MM / DD / YYYY
	William L. Wallander	
	Printed name Vinson & Elkins, LLP	
	Firm name Ross Avenue	Suite 3900
	Number Street Dallas	TX 75201
	City	State ZIP Code
	(214) 220-7905	bwallander@velaw.com
	Contact phone	Email address
	20780750	TX
	Bar number	State

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the <u>Debtor in the United States Bankruptcy Court for the Northern District of Texas</u>

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:

\$ Case No. [•]

\$ SOLOWAVE INTERNATIONAL INC.

\$ (Chapter 11)

\$ (Joint Administration Requested)

: S (Joint Administration Requested)
S (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
Solowave Design Holdings Limited	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	50%
Solowave Design Inc.	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	50%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:

SOLOWAVE INTERNATIONAL INC.

SOLOWAV

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
Solowave Design Holdings Limited	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	50%
Solowave Design Inc.	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	50%

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Debtor name: KidKraft, Inc. et al. United States Bankruptcy Court for the Northern District of Texas Case number (if known):
. ,
Case number (if known):

Official Form 204

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

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 or entity 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 along the holders of the 30 largest unsecured claims.

	ame of creditor and complete mailing ddress, 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	Indicate if claim is contingent, unliquidated , or disputed	If the clain unsecured secured, fi deduction	nt of unsecured claim claim is fully unsecured, fill in only ured claim amount. If claim is partia d, fill in total claim amount and ion for value of collateral or setoff to the unsecured claim.	
			government contracts)		Total claim, if partially secured	aim is fully unsecured, fill in only ed claim amount. If claim is partia, fill in total claim amount and on for value of collateral or setoff e unsecured claim. Deduction for value of collateral or setoff Unsecured claim	Unsecured claim
1	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS-BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34

Debtor KidKraft, Inc. et al.

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	Indicate if claim is contingent, unliquidated , or disputed	If the claim is fully unsecured, fill i unsecured claim amount. If claim is secured, fill in total claim amount a deduction for value of collateral or calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES				\$1,258,217.97
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO.	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM	TRADE PAYABLE				\$1,029,463.27
	MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	-AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555 EMAIL: LEO@FJSSRX.COM					
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA 274400	PHONE: +86-530-3761318 EMAIL: DINGWEIBO@HZ- JINRAN.COM	TRADE PAYABLE				\$948,485.79
9	ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA 323700	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28
10	KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.)	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91
	1601 WILLOW RD MENLO PARK, CA 94025						
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57

Debtor KidKraft, Inc. et al.

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	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.			
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76	
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28	
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77	
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: <u>INFO@ZJXINYUN.COM</u>	TRADE PAYABLE				\$593,018.77	
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36	
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75	
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50	
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05	
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28	

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Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME	EMAIL: VENDOR.INCOME@TARGET.CO M	TRADE PAYABLE				\$294,769.94
	PO BOX 860363 MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI	PHONE: +86-108-021-3284	TRADE				\$292,568.22
	HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	EMAIL: TOP@MEIJIANLI.COM	PAYABLE				
26	UNISHIPPERS PO BOX 1560	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL:	TRADE PAYABLE				\$291,568.54
	MELBOURNE, FL 32902	AR.TLG@UNISHIPPERS.COM					
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
	STATION A TORONTO, ON, CANADA M5W0E9	THE INLASURIE LELECON					
28	FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK.	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
	ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300						
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD.	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
	5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125						
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO	TRADE PAYABLE				\$203,543.02
	GUANGDONG PROVINCE CHINA 532500	M					

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation:

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

Debtor-in-Possession Financing, Cash Collateral and Adequate Protection

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions," and each such transaction, a "Financing Transaction") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions, consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF KIDKRAFT, INC.
Daniel Penn
Geoffrey Walker
Docusigned by: Jill 77A69222F0DD488 Jill Frizzley
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.
Geoffrey Walker
BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS INC.
Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
DocuSigned by: 77A69222F0DD488 Jill Frizzley

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
Geoffrey Walker
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED
Geoffrey Walker
DocuSigned by:

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker
DocuSigned by:
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
DocuSigned by:
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
Jill Frizzley

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS, LLC:

LLC:
KidKraft Group Holdings, LLC
By:
Name: Geoffrey Walker Title: Chief Executive Officer
GENERAL PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Inc.
By:Name: Geoffrey Walker Title: Chief Executive Officer
LIMITED PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Holdings Limited
By: Its Board Of Directors:
Geoffrey Walker
DocuSigned by: Aut F338D71DD39E42E Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF

KIDKRAFT, INC.	
DocuSigned by:	
Daniel Penn	
Dairen Frenn 2415	
Geoffrey Walker	
·	
Jill Frizzley	
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.	
Geoffrey Walker	
BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDING INC.	S
Geoffrey Walker	

SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC David fun
Daniel Penn
Geoffrey Walker
Jill Frizzley

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

> **BOARD OF DIRECTORS OF** KIDKRAFT, INC. Daniel Penn DocuSigned by: Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

DocuSigned by: Geoffrey Walker

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

DocuSigned by:

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

Docusigned by:

Geoffry Walker

98943E20E04B443

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Docusigned by:

Geoffry Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.	
DocuSigned by:	
Geoffry Walker Geoffrege Walker	
Geofficzetwalker	
Johnnie Goodner	
Johnnie Goodner	
BOARD OF DIRECTORS OF	
SOLOWAVE INTERNATIONAL INC	•
CocuSigned by:	
Groffry Walker Geoffrey Walker	
Geoffrey walker	
Johnnie Goodner	
BOARD OF DIRECTORS OF	_
KIDKRAFT GROUP HOLDINGS, LL	(
Daniel Penn	_
C M II II	
Coffry Walker 98943E20E048443 Geoffrey Walker	
Geoffrey Walker	

Jill Frizzley

			•				
Fill in this information to identify the case and this filing:							
Solowave Interna	ational Inc.						
United States Bankruptcy Court for the:	Northern	District of	Texas				
Case number (If known):		(3)	,				

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 (C	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 Claim	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)								
	☐ Schedule G: Executory Contracts and Unexpired Lea	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)								
	Schedule H: Codebtors (Official Form 206H)	Schedule H: Codebtors (Official Form 206H)								
	☐ Summary of Assets and Liabilities for Non-Individuals	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)								
	Amended Schedule	Amended Schedule								
9	Corp.	, Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 20 Corporate Ownership Statement; List of Equity Security Holders								
I ded	declare under penalty of perjury that the foregoing is true	and correct.								
Exe	Executed on 05/10/2024 X /	s/Geoffrey Walker								
MM / DD / YYYY Signature of individual signing on behalf of debtor										
	Geoffrey Walker									
	Printed name									
		Chief Executive Officer								
	Position or relationship to debtor									

This is Exhibit "J" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

lost

Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

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Fill in this information to identify the case:								
United States Bankruptcy Court for the:								
Northern	District of	Texas						
Case number (If known):	-	(State)	Chapter 11					

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

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	Soloway	/e Design LP						
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)	N/A 			_				
4.	Debtor's address	Principal place of business 1565 Carling Avenue			Mailing a of busine		erent from p	rincipal place	
			-			Number	Street		
		Ottawa		ON	K1Z 8R1	P.O. Box			
		City		State	ZIP Code		of principal a place of busi		ZIP Code
		County				Number	Street		
						City		State	ZIP Code
5.	Debtor's website (URL)	https:	//www.kidkraf	ft.com					

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Solowave Des	sign LP Case number (# known)
6. Type of debtor	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7. Describe debtor's bus	A. Check one:
	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
	☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
	Railroad (as defined in 11 U.S.C. § 101(44))
	☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
	☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
	☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
	☑ None of the above
	B. Check all that apply:
	☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
	☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
	☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
	NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 4 2 3 9
8. Under which chapter	of the Check one:
Bankruptcy Code is th	Chapter 7
debtor filing?	☐ Chapter 9
	☐ Chapter 1. Check all that apply:
A debtor who is a "small b	usiness
debtor" must check the firs box. A debtor as defined in § 1182(1) who elects to pr under subchapter V of cha (whether or not the debtor "small business debtor") m	aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in
check the second sub-box	The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
	☑ A plan is being filed with this petition.
	Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
	☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
	☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
	☐ Chapter 12

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Debtor	Solowave Design L	.P				Casa numbar (#/	-1	
Jebioi	Name					Case Humber (ir knowr	1)	
1	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	☑ No ☐ Yes. Di	istrict _		When		Case number	
	If more than 2 cases, attach a separate list.							
 	Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1, attach a separate list.	Dis	istrict _				When	
11. \	Why is the case filed in <i>this</i>	Check all the Debtor himmedia district.	nat appl <u>y</u> nas had ately pre	y: its domicile, pr eceding the dat	rincipal place of e of this petitior	business, or princ or for a longer pa	cipal assets in	this district for 180 days 0 days than in any other ip is pending in this district.
i i	Does the debtor own or have possession of any real property or personal property that needs immediate attention?	V No □ Yes. Ans Wh □ □ Wh	swer being does It pose What i It need It inclustatentia assets Other There is the pro No Yes. In	elow for each process the property as or is alleged as the hazard? _ds to be physical des perishable on (for example or other option) the property?_	roperty that nee need immediat to pose a threat ally secured or p goods or asset e, livestock, sea is). Number City	ds immediate atte	ntion. Attach eck all that appl identifiable ha weather. y deteriorate t, dairy, produ	additional sheets if needed. y.) azard to public health or safety. or lose value without uce, or securities-related State ZIP Code

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Solowave Desigr	n LP	Case number (if known	n)
3. Debtor's estimation of	Check one:		
available funds	☐ Funds will be available	for distribution to unsecured creditors.	
	☑ After any administrative	expenses are paid, no funds will be ava	ailable for distribution to unsecured creditor
	1 -49	1 ,000-5,000	25,001-50,000
4. Estimated number of	5 0-99	5 ,001-10,000	5 0,001-100,000
creditors	1 00-199	1 0,001-25,000	☐ More than 100,000
	☑ 200-999		
- Fatimated accets	\$0-\$50,000	☐ \$1,000,001-\$10 million	□ \$500,000,001-\$1 billion
5. Estimated assets	\$50,001-\$100,000	■ \$10,000,001-\$50 million	□ \$1,000,000,001-\$10 billion
	\$100,001-\$500,000	☐ \$50,000,001-\$100 million	\$10,000,000,001-\$50 billion
	□ \$500,001-\$1 million	☑ \$100,000,001-\$500 million	☐ More than \$50 billion
	\$0-\$50,000	□ \$1,000,001-\$10 million	\$500,000,001-\$1 billion
6. Estimated liabilities	\$50,001-\$100,000	■ \$10,000,001-\$50 million	■ \$1,000,000,001-\$10 billion
	\$100,001-\$500,000	□ \$50,000,001-\$100 million	☐ \$10,000,000,001-\$50 billion
			Π M - · · · · · · · · · · · · · · · · · ·
	\$500,001-\$300,000	☑ \$100,000,001-\$500 million	☐ More than \$50 billion
VARNING Bankruptcy fraud is a se	\$500,001-\$1 million claration, and Signatures erious crime. Making a false s	\$100,000,001-\$500 million s tatement in connection with a bankrupto	y case can result in fines up to
NARNING Bankruptcy fraud is a se	\$500,001-\$1 million claration, and Signatures erious crime. Making a false s	☑ \$100,000,001-\$500 million	y case can result in fines up to
VARNING Bankruptcy fraud is a se \$500,000 or imprisonme	\$500,001-\$1 million cclaration, and Signatures erious crime. Making a false signature of the serious crime of the serious crime.	■ \$100,000,001-\$500 million s tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 357	y case can result in fines up to 71.
VARNING Bankruptcy fraud is a se \$500,000 or imprisonme 7. Declaration and signature of authorized representative of	\$500,001-\$1 million claration, and Signatures erious crime. Making a false sent for up to 20 years, or both. The debtor requests repetition.	■ \$100,000,001-\$500 million s tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 357	y case can result in fines up to 71. e 11, United States Code, specified in this
VARNING Bankruptcy fraud is a se \$500,000 or imprisonme 7. Declaration and signature of authorized representative of	\$500,001-\$1 million claration, and Signatures erious crime. Making a false sent for up to 20 years, or both. The debtor requests repetition. I have been authorized	\$\square\$ \$100,000,001-\$500 million tatement in connection with a bankruptc 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte	y case can result in fines up to 71. e 11, United States Code, specified in this or.
NARNING Bankruptcy fraud is a se \$500,000 or imprisonme 7. Declaration and signature of authorized representative of	\$500,001-\$1 million claration, and Signatures erious crime. Making a false seent for up to 20 years, or both. The debtor requests repetition. I have been authorized I have examined the integrated	\$\square\$ \$100,000,001-\$500 million tatement in connection with a bankruptc 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a
WARNING Bankruptcy fraud is a se \$500,000 or imprisonme 7. Declaration and signature of authorized representative of	\$500,001-\$1 million claration, and Signatures erious crime. Making a false seent for up to 20 years, or both. The debtor requests repetition. I have been authorized I have examined the integrated correct.	\$\frac{1}{2}\$\$ \$100,000,001-\$500 million \$\frac{1}{2}\$ tatement in connection with a bankruptcy 18 U.S.C. \$\frac{1}{2}\$\$ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte formation in this petition and have a reason perjury that the foregoing is true and corrections.	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a
WARNING Bankruptcy fraud is a se \$500,000 or imprisonme 7. Declaration and signature of authorized representative of	\$500,001-\$1 million claration, and Signatures erious crime. Making a false seent for up to 20 years, or both. The debtor requests repetition. I have been authorized I have examined the integrated	\$100,000,001-\$500 million tatement in connection with a bankruptor 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte formation in this petition and have a reason perjury that the foregoing is true and corrupted.	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a
NARNING Bankruptcy fraud is a se \$500,000 or imprisonme 7. Declaration and signature of authorized representative of	\$500,001-\$1 million claration, and Signatures erious crime. Making a false sent for up to 20 years, or both. The debtor requests repetition. I have been authorized I have examined the interpret. I declare under penalty of particular interprets.	\$100,000,001-\$500 million tatement in connection with a bankruptor 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte formation in this petition and have a reas perjury that the foregoing is true and corr 024 YYYY	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a
WARNING Bankruptcy fraud is a se \$500,000 or imprisonme 7. Declaration and signature of authorized representative of	\$500,001-\$1 million claration, and Signatures erious crime. Making a false signature of the second	tatement in connection with a bankruptor 18 U.S.C. §§ 152, 1341, 1519, and 357 lief in accordance with the chapter of title to file this petition on behalf of the debte formation in this petition and have a reast perjury that the foregoing is true and corrupt the foregoing the foregoing is true and corrupt the foregoing the forego	y case can result in fines up to 71. e 11, United States Code, specified in this or. sonable belief that the information is true a rect.

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Solowave Design LP

DTOr Name		Case number (# known)
s. Signature of attorney	/s/William L. Wallander	05/10/2024 Date
	Signature of attorney for debtor	MM / DD / YYYY
	William L. Wallander	
	Printed name Vinson & Elkins, LLP	
	Firm name Ross Avenue	Suite 3900
	Number Street Dallas	TX 75201
	City	State ZIP Code
	(214) 220-7905	bwallander@velaw.com
	Contact phone	Email address
	20780750	TX
	Bar number	State

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the <u>Debtor in the United States Bankruptcy Court for the Northern District of Texas</u>

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
SOLOWAVE DESIGN LP	§ § (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
Solowave Design Holdings Limited	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	35.2%
Solowave Design Inc.	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	64.8%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
SOLOWAVE DESIGN LP	§ (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
Solowave Design Holdings Limited	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	35.2%
Solowave Design Inc.	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	64.8%

Case 24-80054-11 Doc 1 Filed 05/10/24 Entered 05/10/24 01:28:16 Desc Main **491**

ited States Bankruptcy Court for the Northern District of Texas	Fill in this information to identify the case:
	Debtor name: KidKraft, Inc. et al.
se number (if known):	United States Bankruptcy Court for the Northern District of Texas
se number (if known):	
	ase number (if known):

Official Form 204

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

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 or entity 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 along the holders of the 30 largest unsecured claims.

N ac	ame of creditor and complete mailing ldress, 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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS- BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34

Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
6	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES				\$1,258,217.97
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO.	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM	TRADE PAYABLE				\$1,029,463.27
	MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	-AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555 EMAIL: LEO@FJSSRX.COM					
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA 274400	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$948,485.79
9	ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA 323700	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28
10	KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.)	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91
	1601 WILLOW RD MENLO PARK, CA 94025						
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57

Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: <u>INFO@ZJXINYUN.COM</u>	TRADE PAYABLE				\$593,018.77
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY,	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36
19	TAIWAN 11012 HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28

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Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME	EMAIL: VENDOR.INCOME@TARGET.CO M	TRADE PAYABLE				\$294,769.94
	PO BOX 860363 MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI	PHONE: +86-108-021-3284	TRADE				\$292,568.22
	HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	EMAIL: TOP@MEIJIANLI.COM	PAYABLE				
26	UNISHIPPERS PO BOX 1560	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL:	TRADE PAYABLE				\$291,568.54
	MELBOURNE, FL 32902	AR.TLG@UNISHIPPERS.COM					
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
	STATION A TORONTO, ON, CANADA M5W0E9	THE INLASURIE LELECON					
28	FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK.	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
	ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300						
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD.	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
	5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125						
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO	TRADE PAYABLE				\$203,543.02
	GUANGDONG PROVINCE CHINA 532500	M					

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation;

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

<u>Debtor-in-Possession Financing, Cash Collateral and Adequate Protection</u>

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions," and each such transaction, a "Financing Transaction") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions, consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

-	
Daniel Penn	
Geoffrey Walker	
DocuSigned by:	
Jill Frizzley	
Jili Frizziey	
BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORE	

SOLOWAVE DESIGN INC.	
Geoffrey Walker	
Johnnie Goodner	
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL	INC.
Geoffrey Walker	
Johnnie Goodner	
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS	, LLC
Daniel Penn	
Geoffrey Walker	
DocuSigned by: Jill Frizzley	

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
Geoffrey Walker
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED
Geoffrey Walker
DocuSigned by:

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker
DocuSigned by:
Johnnie Goodner
Jonnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
DocuSigned by:
F3380710030F42F
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
Til F.:1
Jill Frizzley

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS,

LLC:
KidKraft Group Holdings, LLC
By:
Name: Geoffrey Walker Title: Chief Executive Officer
GENERAL PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Inc.
By:
Name: Geoffrey Walker Title: Chief Executive Officer
Title: Chief Executive Officer
LIMITED PARTNER OF
SOLOWAVE DESIGN LP:
Solowave Design Holdings Limited
By: Its Board Of Directors:
Geoffrey Walker
DocuSigned by:
F338P71DD39E42E Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

	AFT, INC.	
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Damer	emi ''	
Geoffre	Walker	
Jill Friz	lley	
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SOLOV		
Geoffre BOARI	VAVE DESIGN CORP.	GS

	WAVE DESIGN INC.
Geoffr	ey Walker
Johnni	e Goodner
	D OF DIRECTORS OF WAVE INTERNATIONAL INC.
Geoffr	ey Walker
Johnni	e Goodner
KIDK	D OF DIRECTORS OF RAFT GROUP HOLDINGS, LLC
Danie	igned by: L fun FAC9CD2415 Penn
Geoffre	ey Walker
Jill Fri	zzlev

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

BOARD OF DIRECTORS OF KIDKRAFT, INC.

Daniel Penn

Goffry Walker

98943E20E048443.
Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

BOARD OF DIRECTORS OF

KIDKRAFT INTERNATIONAL HOLDINGS, INC.

-DocuSigned by:

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

Goffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Goffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.
DocuSigned by:
Geoffry Walter Geoffrege Walker
GeodstregeMalker
Johnnie Goodner
BOARD OF DIRECTORS OF
SOLOWAVE INTERNATIONAL INC
DocuSigned by:
Geoffry Walker
Geoffry Walker Geoffrey Walker
3
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LL
Daniel Penn
Damei Penn
DocuSigned by:
Geoffry Walker
Goffry Walker Geoffrey Walker
-

Jill Frizzley

Fill in this information to identify the case and this filing:							
Solowave Design	n LP						
United States Bankruptcy Court for the:	Northern	District of	Texas				
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 Corporate Ownership Statement; List of Equity Security Holde									
	Other document that requires a declaration									
l de	clare under penalty of perjury that the foregoing is true and correct.									
Exe	o5/10/2024									
LXO	MM / DD / YYYY Signature of individual signing on behalf of debtor									
	Geoffrey Walker									
	Printed name									
	Authorized Signatory									
	Position or relationship to debtor									

This is Exhibit "K" referred to in the Affidavit of EMILIE DILLON sworn by EMILIE DILLON at the City of Toronto, in the Province of Ontario, before me on May 10, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Isrott

Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

Case 24-80053-11 Doc 1 Filed 05/10/24 Entered 05/10/24 01:22:36 Desc Main Document Page 1 of 34

Fill in this information to	o identify the case:	
United States Bankruptcy	y Court for the:	
Northern	Texas	
Case number (If known):	(State)	_ Chapter11_

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

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	Solowa	ive Design 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)	N/A 			_				
4.	Debtor's address	Principal p	Carling Ave			Mailing a of busine		erent from p	rincipal place
		Suite 40	00						
		Ottawa		ON	K1Z 8R1	P.O. Box			
		City		State	ZIP Code	City		State	ZIP Code
						Location principal	of principal a place of busi	assets, if diffe iness	erent from
		County				Number	Street		
						City		State	ZIP Code
5.	Debtor's website (URL)								

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Debt	Solowave Design Inc.	Case number (if known)
6.	Type of debtor	☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:
7.	Describe debtor's business	A. Check one: Health Care Business (as defined in 11 U.S.C. § 101(27A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Railroad (as defined in 11 U.S.C. § 101(44)) Stockbroker (as defined in 11 U.S.C. § 101(53A)) Commodity Broker (as defined in 11 U.S.C. § 101(6))
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3)) ☐ None of the above B. Check all that apply:
		 □ Tax-exempt entity (as described in 26 U.S.C. § 501) □ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) □ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 4 2 3 9
8.	Under which chapter of the Bankruptcy Code is the debtor filing?	Check one: Chapter 7 Chapter 9
	A debtor who is a "small business debtor" must check the first subbox. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.	 ☑ Chapter 11. Check all that apply: ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B). ☑ A plan is being filed with this petition. ☑ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b). ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
		 ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2. ☐ Chapter 12

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Debt	Solowave Design Ir	nc.		(Case number (<i>if knowr</i>)	
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list.						
10.	Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases. If more than 1, attach a separate list.		See Rider 1			When	MM / DD /YYYY
11.	Why is the case filed in this district?	immediately p district.	ad its domicile, princ preceding the date of	of this petition	or for a longer pa	ert of such 180	this district for 180 days 0 days than in any other ip is pending in this district.
12.	Does the debtor own or have possession of any real property or personal property that needs immediate attention?	Why do	es the property nesses or is alleged to the session of the session	pose a threat / secured or p pods or assets ivestock, seas	e attention? (Che of imminent and i rotected from the s that could quickle conal goods, mean	weather. y deteriorate t, dairy, produ	or lose value without uce, or securities-related
		□ No	Ciroperty insured? Insurance agency Contact name Phone	•			State ZIP Code

Statistical and administrative information

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Solowave Design	n Inc.	Case number (# known)			
Name					
13. Debtor's estimation of available funds		ble for distribution to unsecured creditors. tive expenses are paid, no funds will be available for distribution to unsecured creditors.			
14. Estimated number of creditors	☐ 1-49 ☐ 50-99 ☐ 100-199 ☑ 200-999	☐ 1,000-5,000 ☐ 5,001-10,000 ☐ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000		
15. Estimated assets	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	□ \$500,000,001-\$1 billion □ \$1,000,000,001-\$10 billion □ \$10,000,000,001-\$50 billion □ More than \$50 billion		
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion		
Request for Relief, De	eclaration, and Signatures	s			
		tatement in connection with a bankrupto 18 U.S.C. §§ 152, 1341, 1519, and 35			
17. Declaration and signature of authorized representative of debtor		lief in accordance with the chapter of titl	e 11, United States Code, specified in this		
	I have been authorized to file this petition on behalf of the debtor.				
	I have examined the in correct.	formation in this petition and have a rea	sonable belief that the information is true and		
	I declare under penalty of p Executed on $\frac{05/10/2}{MM / DD / D}$		rect.		
	/s/Geoffrey Walker	r Ge	eoffrey Walker		
	Signature of authorized rep Chief Execut Title		name		

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Solowave Design Holdings Limited

Name		Case number (if known)	
8. Signature of attorney	✗ /s/William L. Wallander	Date 05/10/2024	
	Signature of attorney for debtor	MM /DD/YY	YY
	William L. Wallander		
	Printed name Vinson & Elkins, LLP		
	Firm name Ross Avenue	Suite 3900	
	Number Street Dallas	TX 75	5201
	City	State ZIP Code	е
	(214) 220-7905	bwallander@)velaw.com
	Contact phone	Email address	
	20780750	TX	
	Bar number	State	

Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor in the United States Bankruptcy Court for the Northern District of Texas

KidKraft, Inc.
KidKraft Europe, LLC
KidKraft Intermediate Holdings, LLC
KidKraft International Holdings, Inc.
KidKraft Partners, LLC
KidKraft International IP Holdings, LLC
Solowave Design Corp.
Solowave Design Holdings Limited
Solowave Design Inc.
Solowave Design LP
Solowave International Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [•]
SOLOWAVE DESIGN INC.	§ (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

CORPORATE OWNERSHIP STATEMENT (RULES 1007(A)(1) AND 7007.1)

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

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
Solowave Design Holdings Limited	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	100%

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

In re:	§ Case No. [●]
SOLOWAVE DESIGN INC.	§ (Chapter 11)
Debtor.	§ (Joint Administration Requested) § (Emergency Hearing Requested)

LIST OF EQUITY SECURITY HOLDERS (RULE 1007(A)(3))

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies all known holders having a direct or indirect ownership interest of the above captioned debtor in possession:

Corporate Equity Holder(s)	Address of Corporate Equity Holder(s)	Percentage of Equity Held
Solowave Design Holdings Limited	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	100%

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ited States Bankruptcy Court for the Northern District of Texas	Fill in this information to identify the case:
	Debtor name: KidKraft, Inc. et al.
se number (if known):	United States Bankruptcy Court for the Northern District of Texas
se number (if known):	
	ase number (if known):

Official Form 204

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

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 or entity 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 along the holders of the 30 largest unsecured claims.

	ame of creditor and complete mailing ldress, 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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	WALMART INC. C/O BANK OF AMERICA PO BOX 500787 ST LOUIS, MO 63150-0787	PHONE: +1-501-273-4000 EMAIL: <u>BAT-US-</u> AR@SAPPR4.WAL-MART.COM	TRADE PAYABLE				\$5,319,143.84
2	MIDOCEAN PARTNERS IV, L.P. 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	PHONE: +1-212-497-1400 EMAIL: INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	SUBORDIN ATED NOTE DUE 2025				\$5,000,000.00
3	HUANGYAN IMPORT AND EXPORT CORPORATION ZHEJIANG NO. 118 LAODONG NORTH ROAD, GENERAL CHAMBER OF COMMERCE BUILDING, 7TH FLOOR HUANGYAN, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318020	ATTN: MARY CHENG PHONE: +86-576-84219651 EMAIL: SNOW@SPACEWATERBOTTLE.C OM -AND- ATTN: MARCY YANG PHONE: +86-576-8411-2808 EMAIL: WATER@SPACEWATERBOTTLE. COM	TRADE PAYABLE				\$2,870,839.82
4	HEZE ZHONGRAN WOODWARE CO., LTD. EASTERN SIDE, SOUTHERN SECTION, JINXIN ROAD ZHUANGZHAI TOWN, CAO COUNTY, HEZE CITY, SHANDONG PROVINCE, CHINA 274404	PHONE: +86-530-3761318 EMAIL: <u>DINGWEIBO@HZ-JINRAN.COM</u>	TRADE PAYABLE				\$2,450,116.16
5	TAIZHOU TOYLAND CO., LTD. 4202-21 BUILDING 4, QINGCHUANG AREA CROSS- BORDER E-COMMERCE INDUSTRIAL PARK, NO. 638 DONGHUANG ROAD TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 215300	PHONE: +86-576-8867-3593 / +86- 138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / SALE1@CHINATOYLAND.COM	TRADE PAYABLE				\$1,566,212.34

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Debtor KidKraft, Inc. et al.

	ame of creditor and complete mailing ldress, 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	MIDOCEAN US ADVISOR LP 245 PARK AVENUE 38TH FLOOR NEW YORK, NY 10167	ATTN: DAN RYAN PHONE: +1-212-497-1400 EMAIL: DRYAN@MIDOCEANPARTNERS. COM / INVESTORRELATIONS@MIDOCE ANPARTNERS.COM	MANAGEM ENT SERVICES		Securcu		\$1,258,217.97
7	FUJIAN SHUNCHANG SHENG SHENG WOOD INDUSTRY LTD., CO. MO WU INDUSTRIAL DISTRICT, YUANKENG SHUNGCHANG COUNTY FUJIAN PROVINCE, CHINA 353200	ATTN: BRENDA CAI PHONE: +86-151-5920-1896 EMAIL: BRENDA@FJSSRX.COM -AND- PHONE: +86-155-0691-3517 EMAIL: HOMEGARDEN@FOXMAIL.COM -AND- PHONE: +86-186-5019-1555	TRADE PAYABLE				\$1,029,463.27
8	HEZE JINRAN WOODWARE CO., LTD. INDUSTRIAL ZONE ZHUANGZHAI TOWN CAO COUNTY, HEZE CITY SHANDONG PROVINCE, CHINA	EMAIL: LEO@FJSSRX.COM PHONE: +86-530-3761318 EMAIL: DINGWEIBO@HZ- JINRAN.COM	TRADE PAYABLE				\$948,485.79
9	274400 ZHEJIANG NENGFU TOURIST PROD. CO. NO. 77, ZHONGSHANDONG ROAD, INDUSTRIAL AREA LONGQUAN CITY ZHEJIANG PROVINCE, CHINA	ATTN: AMY ZHOU PHONE: +86-139-0578-5372 EMAIL: AMY@NENGFUCHINA.COM	TRADE PAYABLE				\$843,595.28
10	323700 KPMG LLP 500 ROSS STE., ROOM 0940 PITTSBURGH, PA 15262	ATTN: JONATHAN ROBERTS PHONE: +1-949-885-5400 EMAIL: JHROBERTS@KPMG.COM	ACCOUNTI NG SERVICES				\$838,926.35
11	TAIZHOU SUNRISE INTERNATIONAL CO., LTD ROOM 916, XINTAI PLAZA, 168 SQUARE, TAIZHOU CITY ZHEJIANG PROVINCE, CHINA 318000	PHONE: +86-138-0658-8069 EMAIL: WILLIAM88069@HOTMAIL.COM / WILLIAM@CHINATOYLAND.CO M	TRADE PAYABLE				\$808,934.80
12	META PLATFORMS, INC. (F/K/A FACEBOOK, INC.) 1601 WILLOW RD MENLO PARK, CA 94025	PHONE: +1-650-853-1300 EMAIL: CESARG@FB.COM	TRADE PAYABLE				\$759,532.91
13	APORIA JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	JINGYANG INDUSTRIAL PARK, SHANG DIAN VILLAGE JING YANG TOWN, RONGQIAO DEVELOPMENT ZONE, FUQING CITY FUJIAN PROVINCE, CHINA 350304	TRADE PAYABLE				\$708,031.57

Debtor KidKraft, Inc. et al.

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	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.		
			government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
14	KONG RICHS FURNITURE VIET NAM CO LTD. LOT F7. F8, N5 ROAD, NAM TAN UYEN INDUSTRIAL EXPANDED, HOI NGHIA WARD, TAN UYEN TOWN BINH DUONG PROVINCE, VIETNAM 75000	PHONE: +84-366-626-739 EMAIL: <u>MENRICHS_4@163.COM</u>	TRADE PAYABLE				\$673,687.76
15	JIASHAN YUNJIA HANDCRAFT CO., LTD. ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	ROOM 201, BUILDING 1, NO. 2358, RENMIN ROAD, STREET LUOXING JIASHAN COUNTY, JIAXING CITY ZHEJIANG PROVINCE, CHINA 314100	TRADE PAYABLE				\$662,798.28
16	DISNEY	ATTN: STEPHANIE MELENDEZ EMAIL: STEPHANIE.M.MELENDEZ@DISN EY.COM	TRADE PAYABLE				\$618,129.77
17	ZHEJIANG XINYUN WOOD INDUSTRY GROUP CO., LTD. NO. 378 ZHONG SHAN ROAD, YUNHE COUNTY ZHEJIANG PROVINCE, CHINA 323600	PHONE: +86-139-6704-1948 / +86- 0578-513-6299 EMAIL: INFO@ZJXINYUN.COM	TRADE PAYABLE				\$593,018.77
18	GO SPORTS ENTERPRISE CO., LTD. 7F-1, NO. 243, SEC. 1, FU HSIN SOUTH ROAD, TAIPEI CITY, TAIWAN 11012	PHONE: +886-2-2706-3896 EMAIL: SDING@GOSPORTS.COM.TW	TRADE PAYABLE				\$486,708.36
19	HUIZHOU CITY XIANGSHENG WOODWORK CO. LTD. THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	THE FIRST INDUSTRIAL DISTRICT OF ECO-INDUSTRIAL PARK, HUAGUO VILLAGE, XINXU TOWN HUIYANG DISTRICT, HUIZHOU CITY GUANGDONG PROVINCE, CHINA 516226	TRADE PAYABLE				\$473,287.75
20	CARGOMATIC INC. PO BOX 8350 PASADENA, CA 91109-8350	PHONE: +1-562-254-7151 / +1-866- 513-2343 EMAIL: REMIT@CARGOMATIC.COM	TRADE PAYABLE				\$408,517.50
21	FUJIAN THREE DIMENSIONAL WOOD INDUSTRY CO., LTD BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	BAILU INDUSTRIAL PARK, DONGPING VILLAGE, DONGPING TOWN, ZHENGHE COUNTY FUJIAN PROVINCE, CHINA 353602	TRADE PAYABLE				\$396,976.05
22	MATTEL INC 333 CONTINENTAL BOULEVARD EL SEGUNDO, CA 90245	PHONE: +1-310-252-2000 EMAIL: LICENSING.COLLECTIONS@MAT TEL.COM	TRADE PAYABLE				\$376,073.28

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Debtor KidKraft, Inc. et al.

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
23	TARGET CORPORATION C/O VENDOR INCOME	EMAIL: VENDOR.INCOME@TARGET.CO M	TRADE PAYABLE		secureu	Setuli	\$294,769.94
	PO BOX 860363 MINNEAPOLIS, MN 55486-0363						
24	GIBSON, DUNN & CRUTCHER LLP 1050 CONNECTICUT AVE NW WASHINGTON DC 20036-5306	PHONE: +1-213-229-7333 EMAIL: CBILLING@GIBSONDUNN.COM	LEGAL SERVICES				\$292,665.45
25	HANDAN MEIJIANLI HARDWARE MANUFACTURING SOUTHWEST DEVELOPMENT ZONE YONGNIAN COUNTRY, HANDAN CITY HEBEI PROVINCE, CHINA 056000	PHONE: +86-108-021-3284 EMAIL: TOP@MEIJIANLI.COM	TRADE PAYABLE				\$292,568.22
26	UNISHIPPERS PO BOX 1560 MELBOURNE, FL 32902	PHONE: +1-800-713-2111 / +1-866- 998-7447 EMAIL: AR.TLG@UNISHIPPERS.COM	TRADE PAYABLE				\$291,568.54
27	FEDEX TRADE NETWORKS (CAN) BOX 916200, PO BOX 4090 STATION A TORONTO, ON, CANADA M5W0E9	PHONE: +1-905-677-7381 / +1-800- 463-3339 EMAIL: FTNC_TREASURY@FEDEX.COM	TRADE PAYABLE				\$244,011.26
28	FUJIAN NEW JIAFENG WOOD INDUSTRY CO., LTD. JISHAN INDUSTRIAL PARK, ECONOMIC DEVELOPMENT ZONE JIANGLE COUNTY, SANMING CITY FUJIAN PROVINCE, CHINA 353300	PHONE: +86-598-226-2183	TRADE PAYABLE				\$232,563.48
29	FUJING PLASTIC PRODUCTS (SHENZHEN) CO LTD. 5/F, BUILDING B, CHANGPU INDUSTRIAL PARK BAOAN DISTRICT, SHENZHEN CITY GUANGDONG PROVINCE, CHINA 518125	PHONE: +86-139-2525-8002 EMAIL: <u>HAOTAI518@163.COM</u>	TRADE PAYABLE				\$229,657.96
30	DONG GUAN SHING FAI FURNITURE CO. LTD. 2ND AREA, SHANG DONG ADMIN DISTRICT, QI SHI TOWN DONG GUAN CITY GUANGDONG PROVINCE CHINA 532500	PHONE: +86-867592751816 EMAIL: FIONAYAO@HUNGFAIGROUP.C OM / TEOLIVIA@HUNGFAIGROUP.CO M	TRADE PAYABLE				\$203,543.02

KIDKRAFT INTERMEDIATE HOLDINGS, LLC
KIDKRAFT, INC.
KIDKRAFT INTERNATIONAL HOLDINGS, INC.
KIDKRAFT EUROPE, LLC
KIDKRAFT PARTNERS, LLC
KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
SOLOWAVE DESIGN CORP.
SOLOWAVE DESIGN HOLDINGS LIMITED
SOLOWAVE INTERNATIONAL INC.
SOLOWAVE DESIGN INC.
SOLOWAVE DESIGN LP

Written Consent of Directors, Managers, General Partners, Limited Partners, and Members

May 9, 2024

The undersigned, constituting all of the members of each Consenting Body (as defined below), hereby take the following actions by unanimous written consent of such Consenting Body without a meeting pursuant to (a) the organizational documents of each Company and (b) Section 141(f) of the Delaware General Corporation Law, Section 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, and Subsection 129(1) of the Ontario Business Corporations Act, as applicable.

WHEREAS, (a) all of the members of the board of directors or board of managers, as applicable, of each of KidKraft, Inc., a Delaware corporation ("KK OpCo"), KidKraft International Holdings, Inc., a Delaware corporation ("KK International"), KidKraft Europe, LLC, a Delaware limited liability company ("KK EUR"), KidKraft Partners, LLC, a Delaware limited liability company ("KKP"), KidKraft International IP Holdings, LLC, a Delaware limited liability company ("KK IP"), Solowave Design Corp. d/b/a/ PlayDirect, a Delaware corporation ("Solowave US"), Solowave Design Holdings Limited, an Ontario corporation ("SDHL"), Solowave International Inc., an Ontario corporation ("SII"), and Solowave Design Inc., an Ontario corporation ("Solowave Canada GP"), (b) the sole member of KidKraft Intermediate Holdings, LLC, a Delaware limited liability company ("KK Intermediate") (being KidKraft Group Holdings, LLC, a Delaware limited liability company ("Group Holdings"); (c) the board of directors of Group Holdings in its capacity as the sole member of KK Intermediate; (d) the board of directors of Solowave Canada GP in its capacity as general partner of Solowave Design LP, an Alberta limited partnership ("Solowave Canada LP", together with KK OpCo, KK EUR, KKP, KK IP, Solowave US, SDHL, SII, Solowave Canada GP, KK Intermediate, and KK International, collectively the "Companies", and together SDHL, SII, Solowave Canada GP and Solowave Canada LP, the "Canadian Debtors"); and (e) the board of directors of SDHL in its capacity as limited partner of Solowave Canada GP, (the governing bodies set forth in (a) through (e) collectively, the "Consenting Bodies") hereby authorize and approve, in all respects, the adoption of the following resolutions set forth in this written consent. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below):

WHEREAS, the Consenting Bodies have studied and considered the financial condition of the Companies, including the Companies' liabilities, contractual obligations, and liquidity, the short-term and long-term prospects available to the Companies, the strategic alternatives available to the Companies, including the sale and marketing process of the Companies and their assets conducted by Robert W. Baird & Co. ("Baird"), and the related circumstances and situation, including the current and reasonably foreseeable future conditions of the industry in which the Companies operate;

WHEREAS, the Consenting Bodies have consulted with the Companies' financial and legal advisors and considered a variety of strategic alternatives available to the Companies;

WHEREAS, Antares Capital, LP, Fifth Third Bank, NA, and PNC Bank, NA agreed to sell, and 1903 Partners, LLC ("Gordon Brothers") agreed to purchase, all outstanding obligations (the "IL Debt") under the Amended and Restated First Lien Credit Agreement, dated as of April 3, 2020 (as amended or otherwise modified from time to time), among KK OpCo, as borrower, KK Intermediate, the other guarantors party thereto from time to time, Antares Capital LP, as administrative agent and collateral agent, each lender from time to time party thereto and BBVA USA, as letter of credit issuer (the "IL Debt Purchase");

WHEREAS, Backyard Products, LLC (the "*Purchaser*"), has offered to purchase all of the right, title, and interest in, to, and under certain assets, free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability or security interests, of the Companies and certain of its affiliates pursuant to that certain Asset Purchase Agreement dated as of April 25, 2024, by and among KK OpCo, KK IP, Solowave US, Solowave Canada GP, and Solowave Canada LP, as sellers, and the Purchaser, as buyer (the "*Sale Transaction*");

WHEREAS, the Consenting Bodies have determined that it is advisable and in the best interests of the Companies to (i) pursue the Sale Transaction pursuant to a pre-packaged chapter 11 plan of the Companies (the "Plan") or on a standalone basis pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act (Canada) ("CCAA" and the related recognition proceedings, the "CCAA" Recognition Proceedings") in accordance with that certain Restructuring Support Agreement dated as of April 25, 2024 among (a) the Companies and certain affiliates of the Companies (b) Gordon Brothers, in its capacity as holder of the 1L Debt following the consummation of the 1L Debt Purchase, (c) the Purchaser, and (d) MidOcean US Advisor, L.P. ("MidOcean"), in its capacity as an equityholder of KidKraft Group Holdings, LLC, the direct parent company of KK Intermediate and indirect parent company of the other Companies (such agreement, together with the exhibits attached thereto, the "RSA") and (ii) file or cause to be filed voluntary petitions for relief (the "Chapter 11 Petitions," and the cases commenced thereby, the "Chapter 11 Cases") pursuant to chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or another appropriate court (the "U.S. Bankruptcy Court") and CCAA Recognition Proceedings in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court"), and any and all documents necessary or convenient to effect, cause, or promote the reorganization of the Companies under chapter 11 of the Bankruptcy Code and the CCAA, in accordance with the RSA;

WHEREAS, the Consenting Bodies have reviewed the RSA, which contemplates, among other things, the consummation of a series of transactions (the "*Restructuring Transactions*") described therein, including the Sale Transaction, distribution of the proceeds thereof, and the orderly wind-down of the Companies and certain of their non-debtor affiliates;

WHEREAS, in accordance with the RSA, the Companies have prepared a solicitation package including a Disclosure Statement for the Plan (including all schedules and exhibits, and together with the Plan, the "*Chapter 11 Documents*") and related ballots, notices, and other materials to be distributed to the holders of certain claims against the Companies in connection with soliciting their votes to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code and any applicable non-bankruptcy laws and within the meaning of section 1126 of the Bankruptcy Code (the "*Solicitation*");

WHEREAS, pursuant to the milestones set forth in the RSA, as extended by Gordon Brothers and the Purchaser, the Companies are required to commence solicitation of the Plan on or before May 9, 2024;

WHEREAS, the Consenting Bodies have reviewed the Chapter 11 Documents and, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to commence the Solicitation:

WHEREAS, as contemplated by the RSA, (i) Gordon Brothers has agreed to provide post-petition financing to the Companies under a debtor-in-possession facility (the "*DIP Facility*"), on the terms and subject to the conditions set forth in the DIP Term Sheet attached as an exhibit to the RSA (Gordon Brothers, in its capacity as lender under the DIP Facility, the "*DIP Lender*"), and (ii) following the consummation of the Restructuring Transactions, all of the claims under the DIP Facility will be fully repaid;

WHEREAS, the Companies will obtain benefits from 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 the claims held by Gordon Brothers;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of Group Holdings established a special committee (the "*Group Holdings Special Committee*") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of Group Holdings;

WHEREAS, pursuant to a unanimous written consent duly adopted on April 30, 2024, the board of directors of KK OpCo established a special committee (the "KK OpCo Special Committee" and, together with the Group Holdings Special Committee, the "Special Committees") for the purpose of evaluating, reviewing, and negotiating any potential restructuring transaction and making recommendations to the board of KK OpCo;

WHEREAS, the Special Committees have reviewed and considered the proposed Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings, as contemplated therein and in this written consent, and have (x) determined that it is advisable, fair

to, and in the best interests of the Companies to approve and adopt the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings and (y) recommended that the board of directors of KK OpCo, Group Holdings, and the other Consenting Bodies pursue, adopt and approve the Restructuring Transactions, the Chapter 11 Cases and the CCAA Recognition Proceedings; and

WHEREAS, after review of (i) the financial condition of the Companies, the current and reasonably foreseeable future conditions of the industry in which the Companies operates, the outlook for the Companies' businesses and the other alternatives available to the Companies, (ii) the terms of the RSA and related documentation, (iii) the availability of the DIP Facility and consensual use of the Cash Collateral, and (iv) such other considerations as the Consenting Bodies deem relevant, the Consenting Bodies, following consultation with the financial and legal advisors to the Companies, have determined that it is advisable and in the best interests of the Companies to pursue consummation of the Sale Transaction and the Plan through the Chapter 11 Cases and CCAA Recognition Proceedings, as contemplated therein and as approved in this written consent.

Authorized Signatory

NOW, THEREFORE, BE IT RESOLVED, that each of the individuals set forth below be, and each of them hereby is, elected and confirmed to the office of the applicable Company set forth opposite the name of such individual, to serve in accordance with applicable law and the organizational documents of such Company, each as may be amended from time to time, until his or her respective successor is appointed and qualified or until his or her earlier resignation, death, or removal; and that all acts and deeds taken by each such individual in such capacity prior to the date hereof that are within the authority conferred upon such officers pursuant to applicable law and the respective organizational documents, as applicable, of such Company, each as may be amended from time to time, are hereby approved, ratified, and confirmed in all respects.

Company	Name of Officer	Title
KidKraft Intermediate Holdings, LLC	Geoffrey Walker	Authorized Signatory
Solowave Design LP and Solowave Design GP in its capacity as general partner	Geoffrey Walker	Authorized Signatory

Solicitation

FURTHER RESOLVED, that the Consenting Bodies hereby approve for the Companies to commence the Solicitation, consistent with the RSA and the resolutions set forth herein:

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each duly appointed director or officer of each Company, including each Authorized Signatory appointed above, (each an "Authorized Officer" and, collectively, the "Authorized Officers"), to take such actions or cause to be prepared and/or executed any documents related to the Solicitation, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case,

as the Authorized Officer taking such action shall in his or her judgment determine to be necessary or appropriate to effectuate the Solicitation, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

Chapter 11 Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies to file the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to file or cause to be filed the Chapter 11 Petitions pursuant to chapter 11 of the Bankruptcy Code with the U.S. Bankruptcy Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court on behalf of the Companies, the Chapter 11 Petitions, in such form as prescribed by the official forms promulgated pursuant to the Bankruptcy Code;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers, motions, applications, schedules, and pleadings necessary, appropriate, or convenient to facilitate the Chapter 11 Cases and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the Chapter 11 Cases, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the U.S. Bankruptcy Court all papers and pleadings that such Authorized Officer believes to be necessary or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

CCAA Filing

FURTHER RESOLVED, that the Consenting Bodies hereby determine that it is advisable and in the best interests of the Companies for KKOpCo, in its capacity as proposed foreign representative on behalf of itself and the Canadian Debtors, and, to the extent necessary or appropriate, other Companies, to commence the CCAA Recognition Proceedings pursuant to Part IV of the CCAA in the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize KKOpCo and any other applicable Companies to file or cause to be filed an application to commence the CCAA Recognition Proceedings with the CCAA Court;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court on behalf of the applicable Companies, the filings and other materials necessary to commence the CCAA Recognition Proceeding;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules, and pleadings necessary, appropriate, convenient or advisable to facilitate the CCAA Recognition Proceedings and all of its matters and proceedings, and any and all other documents necessary, appropriate, or convenient in connection with the commencement or prosecution of the CCAA Recognition Proceedings, each in such form or forms as the Authorized Officer may approve;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute, deliver, and file or cause to be filed with the CCAA Court all papers, motions, affidavits, notices, factums, applications, schedules and pleadings that such Authorized Officer believes to be necessary, appropriate, convenient or advisable to effect, cause, or further the Sale Transaction and the Plan and any and all other documents necessary to effectuate the Sale Transaction and the Plan related thereto, together with any amendments or modifications thereto, or any restatements thereof, in each case, as any Authorized Officer may approve;

<u>Debtor-in-Possession Financing, Cash Collateral and Adequate Protection</u>

FURTHER RESOLVED, that the Consenting Bodies hereby determine that the Companies will obtain benefits from the loans and other financial accommodations under the DIP Facility and the consummation of the Financing Transactions under the DIP Loan Documents (each as defined below) which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Companies;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and approve, in all respects, the Companies' entry into the DIP Facility, together with any agreements or documentation relating thereto (collectively, the "*DIP Loan Documents*"), and the performance of its obligations thereunder;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, and deliver the DIP Loan Documents, with such changes, additions, and modifications thereto as any Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof, cause the Companies to perform their obligations under the DIP Loan Documents, or any amendments or modifications thereto that may be contemplated by, or required in connection with, the Restructuring Transactions or the Chapter 11 Cases or the CCAA Recognition Proceedings, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as any such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the Restructuring Transactions, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies to: (i) undertake any and all transactions contemplated by the DIP Loan Documents, on substantially the terms and subject to the conditions set forth in the DIP Loan Documents or as may hereafter be fixed or authorized by the Consenting Bodies or any Authorized Officer; (ii) borrow funds from, provide guaranties to, pledge their assets as collateral to, and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions," and each such transaction, a "Financing Transaction") with the DIP Lender and on such terms as may be approved by any Authorized Officer, as reasonably necessary or appropriate for the continuing conduct of the affairs of the Companies; (iii) execute and deliver and cause the Companies to incur and perform their obligations under the DIP Loan Documents and Financing Transactions; (iv) finalize the DIP Loan Documents and Financing Transactions, consistent in all material respects with the drafts thereof that have been presented to and reviewed by the Consenting Bodies; and (v) pay related fees and grant security interests in and liens upon some, any, or all of the Companies' assets, as may be deemed necessary by any Authorized Officer in connection with such Financing Transactions;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions and negotiate or cause to be prepared and negotiated and to execute, file, deliver and cause the Companies to incur and perform its obligations under the DIP Loan Documents and all other agreements, instruments and documents (including, without limitation, any and all other intercreditor agreements, joinders, mortgages, deeds of trust, consents, notes, pledge agreements, security agreements, control agreements, and any agreements with any entity (including governmental authorities) requiring or receiving cash collateral or other credit support with proceeds from the DIP Credit Agreement) or any amendments thereto or waivers thereunder (including, without limitation, any amendments, waivers or other modifications of any of the DIP Loan Documents) that may be contemplated by, or required in connection with, the DIP Loan Documents and the Financing Transactions, and incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, as such Authorized Officer shall in his or her judgment determine to be necessary or appropriate to consummate the transactions contemplated by the DIP Loan Documents, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to authorize the DIP Lender to file any UCC financing statements or other personal property financing statements, mortgages, notices, 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 DIP Loan 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 granted under the DIP Loan Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the DIP Loan Documents,

and to execute and file on behalf of the Companies all petitions, schedules, lists, and other motions, papers, or documents, which shall in his or her sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that in order to use and obtain the benefits of the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Consenting Bodies hereby authorize the Companies to provide certain adequate protection to Gordon Brothers (the "Adequate Protection Obligations"), as documented in a proposed interim order (any such order, the "Interim DIP Order") and a proposed final order (any such order, the "Final DIP Order," and together with the Interim DIP Order, the "DIP Orders" and the orders of the CCAA Court in the CCAA Recognition Proceedings recognizing and giving effect to the DIP Orders in Canada, the "Canadian DIP Recognition Orders") described to the Consenting Bodies and submitted for approval to the U.S. Bankruptcy Court (and the CCAA Court, with respect to the Canadian DIP Recognition Orders);

FURTHER RESOLVED, that the Consenting Bodies hereby approve the form, terms, and provisions of the DIP Orders and the Canadian DIP Recognition Orders to which the Companies are or will be subject, and the actions and transactions contemplated thereby and authorize and empower each Authorized Officer 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 Orders and the DIP Loan Documents (together with the DIP Orders and the Canadian DIP Recognition Orders, collectively, the "**DIP Documents**"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on substantially the terms and subject to the conditions described to the Consenting Bodies, with such changes, additions, and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution or delivery thereof;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize the Companies, as debtors and debtors in possession under the Bankruptcy Code, to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the "Adequate Protection Transactions");

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to take such actions as in their discretion is determined to be necessary, appropriate, or advisable and execute the Adequate Protection Transactions, including delivery of: (i) 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"); (ii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by Gordon Brothers; and (iii) 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 Documents;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer 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 Adequate Protection

Transactions and all fees and expenses incurred by or on behalf of the Companies in connection with these resolutions, in accordance with the terms of the Adequate Protection Documents, which shall in his or her sole judgment be necessary, appropriate, or advisable to perform any of the Companies obligations under or in connection with the DIP Orders or any of the other Adequate Protection Documents and the transactions contemplated thereby and to carry out fully the intent of this written consent;

Retention of Professionals

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Vinson & Elkins L.L.P. ("V&E") as general bankruptcy counsel to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage V&E for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of V&E;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Robert W. Baird & Co. ("Baird") as investment banker to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Baird for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Baird;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Sierra Constellation Partners LLC ("Sierra") as financial advisors to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Sierra for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Sierra;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Stretto, Inc. ("*Stretto*") as notice, claims, and solicitation agent to represent and assist the Companies in carrying out their duties under the Bankruptcy Code in the U.S. Bankruptcy Court, and to take any and all actions to advance the Companies' rights and obligations, is hereby approved, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Stretto for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an

appropriate application for authority to retain the services of Stretto;

FURTHER RESOLVED, that the Consenting Bodies hereby approve the Companies' engagement of Osler, Hoskin & Harcourt LLP ("Osler") as local Canadian insolvency counsel to represent and assist the Companies in carrying out their duties under the CCAA in the CCAA Recognition Proceedings, and to take any and all actions to advance the Companies' rights and obligations, including filings and pleadings, and each Authorized Officer is hereby authorized and empowered to take such actions as may be required to so engage Osler for such purposes; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers to, and cause to be filed an appropriate application for authority to retain the services of Osler;

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer to employ any other professionals to assist the Companies in carrying out their duties under the Bankruptcy Code and the CCAA; and in connection therewith, each Authorized Officer, with power of delegation, is hereby authorized and empowered to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

General

FURTHER RESOLVED, that the Consenting Bodies hereby authorize and empower each Authorized Officer, on behalf of the Companies, to certify and attest to any documents that he or she may deem necessary, appropriate, or convenient to consummate any transactions necessary to effectuate the foregoing resolutions; *provided*, such attestation shall not be required for the validity of any such documents;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Authorized Officers, or any of them, within the foregoing resolutions, are, and each of them is, hereby ratified, confirmed and approved;

FURTHER RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized and empowered in the name and on behalf of the Companies, to execute and deliver such agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval;

FURTHER RESOLVED, that this consent may be executed and delivered by facsimile, .pdf or other electronic means, and such execution shall be considered valid, binding and effective for all purposes; and

FURTHER RESOLVED, that this consent may be executed and delivered in one or more counterparts, all of which taken together shall be considered to be one and the same written consent.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

Daniel Penn	
Geoffrey Walker	
DocuSigned by:	
Jill Frizzley	
BOARD OF DI	
SOLOWAVE D	DESIGN CORP.
Geoffrey Walker	

SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
DocuSigned by: 77A69222F0DD488 Jill Frizzley

KIDKRAFT EUROPE, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC
Geoffrey Walker
BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC
Geoffrey Walker
BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED
Geoffrey Walker
DocuSigned by: And F338D71DD39E42E Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker
DocuSigned by:
Johnnie Goodner
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
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Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC
Daniel Penn
Geoffrey Walker
Jill Frizzley

SOLE MEMBER OF KIDKRAFT INTERMEDIATE HOLDINGS,

LLC:
KidKraft Group Holdings, LLC
By:
Name: Geoffrey Walker Title: Chief Executive Officer
GENERAL PARTNER OF
SOLOWAVE DESIGN LP:
Solowave Design Inc.
D
By: Name: Geoffrey Walker
Title: Chief Executive Officer
Tive emer Encouring emou
LIMITED PARTNER OF SOLOWAVE DESIGN LP:
Solowave Design Holdings Limited
By: Its Board Of Directors:
Geoffrey Walker
DocuSigned by:
M. Had

Johnnie Goodner

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

DocuSigi	AFT, INC.	
Daniel	Penn	
Darifel F	9CD2 ⁴¹⁵	
Geoffrey	Walker	
Geomey	Walker	
Jill Frizz	ley	
	OF DIRECTORS OF AVE DESIGN CORP.	
	AVE DESIGN CORP.	
Geoffrey BOARI	AVE DESIGN CORP.	GS

SOLOWAVE DESIGN INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC DocuSigned by: Daniel Penn Daniel Penn
Geoffrey Walker
Jill Frizzley

IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

Daniel Penn

Docusigned by:

Goffry Walker

Geoffrey Walker

Jill Frizzley

BOARD OF DIRECTORS OF SOLOWAVE DESIGN CORP.

BOARD OF DIRECTORS OF KIDKRAFT INTERNATIONAL HOLDINGS, INC.

Goffry Walker

Geoffrey Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT EUROPE, LLC

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Geoffrey Walker

Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT PARTNERS, LLC

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Geoffrey Walker

BOARD OF MANAGERS OF KIDKRAFT INTERNATIONAL IP HOLDINGS, LLC

Docusigned by:

Geoffry Walker

Geoffrey Walker

BOARD OF DIRECTORS OF SOLOWAVE DESIGN HOLDINGS LIMITED

Johnnie Goodner

BOARD OF DIRECTORS OF

SOLOWAVE DESIGN INC.
DocuSigned by:
Geoffry Walter Geoffrege Walker
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Johnnie Goodner
BOARD OF DIRECTORS OF
SOLOWAVE INTERNATIONAL INC
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Geoffry Walker Geoffrey Walker
Geoffrey Walker
Johnnie Goodner
BOARD OF DIRECTORS OF
KIDKRAFT GROUP HOLDINGS, LL
Daniel Penn
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Geoffry Walker
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Jill Frizzley

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Fill in this information to identify the case and this filing:			
Solowave Design Inc.			
United States Bankruptcy Court for the: Northern	_ District of	Texas	
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		
Ø	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 2 Corporate Ownership Statement; List of Equity Security Holders		
\square	Other document that requires a declaration		
	clare under penalty of perjury that the foregoing is true and correct.		
Exe	MM / DD / YYYY Signature of individual signing on behalf of debtor		
	Geoffrey Walker		
	Printed name Chief Evecutive Officer		
	Chief Executive Officer		
	Position or relationship to debtor		

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

Court File No:

AND IN THE MATTER OF KIDKRAFT, INC. SOLOWAVE DESIGN HOLDINGS LIMITED., SOLOWAVE DESIGN INC., SOLOWAVE INTERNATIONAL INC. AND SOLOWAVE DESIGN LP

APPLICATION OF KIDKRAFT, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF EMILIE DILLON

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TAB 4

Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE)	FRIDAY, THE 10 th
JUSTICE CAVANAGH)	DAY OF MAY, 2024

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

AND IN THE MATTER OF KIDKRAFT, INC., SOLOWAVE DESIGN HOLDINGS LIMITED., SOLOWAVE DESIGN INC., SOLOWAVE INTERNATIONAL INC. AND SOLOWAVE DESIGN LP

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INTERIM STAY ORDER (FOREIGN MAIN PROCEEDING)

THIS APPLICATION, made pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") and section 106 of the Courts of Justice Act, R.S.O. 1990, c. C.43, by KidKraft, Inc. ("KidKraft"), in its capacity as the proposed foreign representative (in such capacity, the "Proposed Foreign Representative") in respect of the proceedings commenced in the United States Bankruptcy Court for the Northern District of Texas pursuant to chapter 11 of title 11 of the United States Code (the "Foreign Proceeding") by KidKraft and the Canadian Debtors (as hereinafter defined) (collectively, the "Chapter 11 Debtors"), for an Order substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application and the affidavit of Geoff Walker affirmed May 10, 2024 and the affidavit of Emilie Dillon sworn May 10, 2024,

AND UPON HEARING the submissions of counsel for the Proposed Foreign Representative and counsel appearing on the participant information form, no one else appearing although duly served as appears from the affidavit of service of Emilie Dillon sworn May 10, 2024, filed:

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** that, although not a company to which the CCAA applies, Solowave Design LP, its Business (as hereinafter defined) and Property (as hereinafter defined) shall have the benefits of the protections and authorizations provided by this Order, other orders made in these proceedings, and the CCAA, and shall otherwise be subject to the provisions of this Order and other orders made in these proceedings.

STAY OF PROCEEDINGS

3. **THIS COURT ORDERS** that from the date hereof until and unless ordered by the Court (the "Stay Period"), no proceeding or enforcement process in any court or tribunal in Canada (each, a "Proceeding" and, collectively, "Proceedings") including, without limitation, a Proceeding taken or that might be taken under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended, or the *Winding-up and Restructuring Act*, R.S.C. 1985, c. W-11. as amended, shall be commenced or continued against or in respect of: (a) KidKraft; or (b) any of Solowave Design Holdings Limited., Solowave Design Inc., Solowave International Inc. or Solowave Design LP (collectively, the "Canadian Debtors"), or KidKraft's or the Canadian Debtors' respective employees or representatives in Canada, or affecting their business (the "Business") or (x) the

current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate in Canada, including all proceeds thereof, of KidKraft, and (y) the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of the Canadian Debtors (collectively, (x) and (y), the "**Property**"), except with the written consent of the applicable Chapter 11 Debtors or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

4. **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 or person (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the Chapter 11 Debtors, or their employees or representatives in Canada, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable Chapter 11 Debtors or with leave of this Court, provided that nothing in this Order shall (a) prevent the assertion of or the exercise of rights and remedies outside of Canada; (b) empower any Chapter 11 Debtor to carry on any business in Canada which such Chapter 11 Debtor is not lawfully entitled to carry on; or (c) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA.

NO INTERFERENCE WITH RIGHTS

5. **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, lease, licence or permit in favour of or held by any of the Chapter 11 Debtors and affecting the Business or Property in Canada, except with the leave of this Court.

ADDITIONAL PROTECTIONS

6. **THIS COURT ORDERS** that, during the Stay Period, all Persons having oral or written agreements with any of the Chapter 11 Debtors or statutory or regulatory mandates for the supply

of goods and/or services in Canada, including without limitation, all licensing arrangements, manufacturing arrangements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, logistics services, utility, fuel, maintenance, customs broker services or other services provided in respect of the Property or Business of the applicable Chapter 11 Debtors, 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 any of the applicable Chapter 11 Debtors, and that the Chapter 11 Debtors shall be entitled to the continued use in Canada of their current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names.

7. **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 any of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Chapter 11 Debtors whereby the directors or officers are alleged under any law of Canada to be liable in their capacity as directors or officers for the payment or performance of such obligations.

NO SALE OF PROPERTY

- 8. **THIS COURT ORDERS** that, except with the leave of this Court, each of the Chapter 11 Debtors are prohibited from selling or otherwise disposing of:
 - (a) outside the ordinary course of its Business, any of its Property that relates to the Business; and
 - (b) any of its other Property.

SERVICE AND NOTICE

9. **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 https://www.ontariocourts.ca/scj/practice/regional-practice-directions/%20eservice-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, R.R.O. 1990, Reg 194 (the "Rules of Civil Procedure"). Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

- 10. **THIS COURT ORDERS** that the Proposed Foreign Representative, the Chapter 11 Debtors, KSV Restructuring Inc., in its capacity as the proposed information officer (the "**Proposed Information Officer**"), and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Chapter 11 Debtors' creditors or other interested parties and their advisors. Any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).
- 11. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Chapter 11 Debtors, the Proposed Foreign Representative, the Proposed Information Officer and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic transmission to the Chapter 11 Debtors' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the records of the applicable Chapter 11 Debtor and that any such service or distribution shall be deemed to be received (a) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission,;(b) in the case of delivery by prepaid ordinary mail, on the third business day after mailing; and (c) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

GENERAL

- 12. **THIS COURT ORDERS** that any party may, from time to time, apply to this Court for such further or other relief as it may advise, including for directions in respect of this Order.
- 13. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Proposed Foreign Representative, the Chapter 11 Debtors and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Proposed Foreign Representative and Chapter 11 Debtors as may be necessary or desirable to give effect to this Order, or to assist the Proposed Foreign Representative and Chapter 11 Debtors and their respective agents in carrying out the terms of this Order.
- 14. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Proposed Foreign Representative, the Chapter 11 Debtors, the Proposed Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought (including, without limitation, those parties identified on the service list maintained by the Proposed Information Officer) or upon such other notice, if any, as this Court may order.
- 15. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. on the date of this Order without the need for entry or filing of this Order.

Justice Cavanagh

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Ontario SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceeding commenced at Toronto

INITIAL RECOGNITION ORDER (FOREIGN MAIN PROCEEDING)

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Lawyers for the Applicant

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APPLICATION RECORD OF THE APPLICANT

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