

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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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

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(as of May 10, 2024)**

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TAB 1

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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.

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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 court office: Superior Court of Justice
 330 University Avenue, 9th Floor
 Toronto ON
 M5G 1R7

TO: THE SERVICE LIST

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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;

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- (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-in-possession 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

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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, wood-based 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**”

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Debtors)¹ 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.

¹ 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.

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- (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 the U.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

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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.

- (j) 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

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- 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

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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 prepackaged 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.

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- (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

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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

- (z) 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.

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- (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.

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- (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 DIP Charge, 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.

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May 10, 2024

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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

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

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):

¹ 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;*
- (l) *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

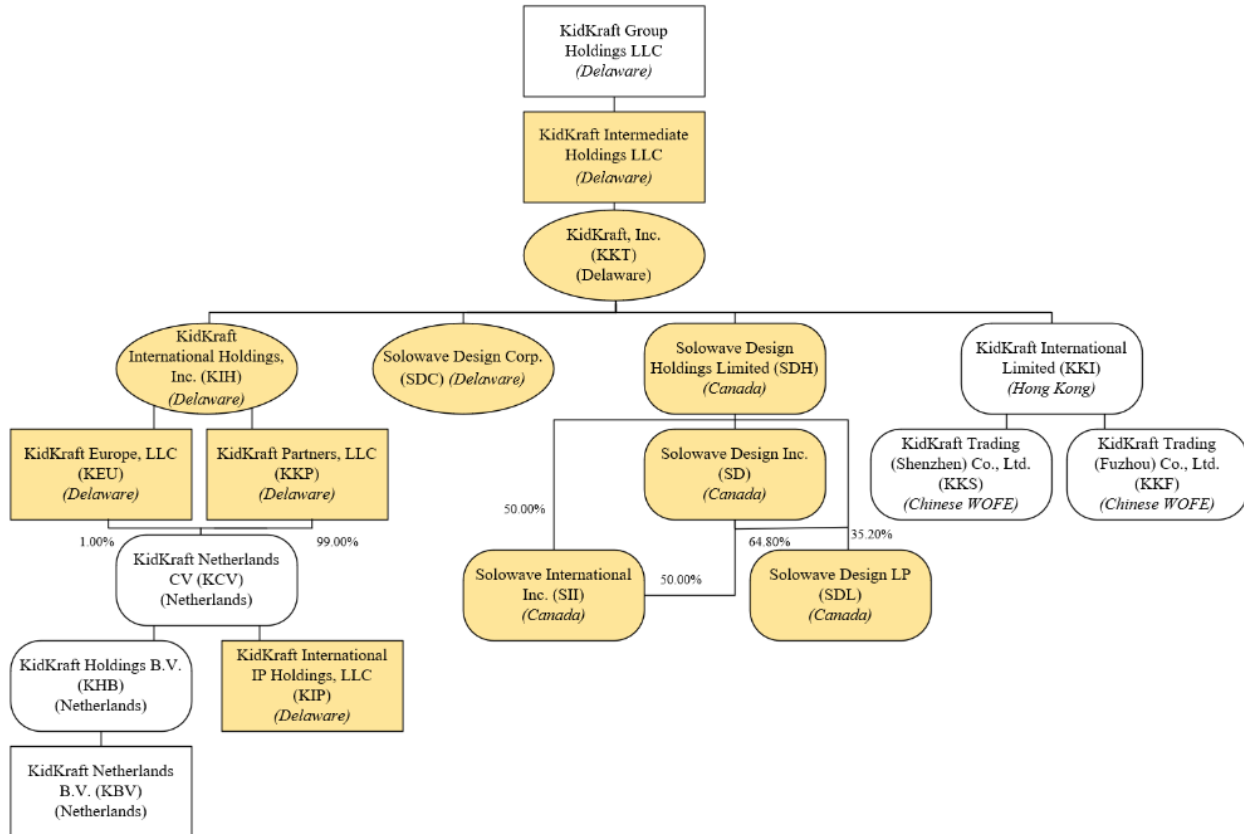
18. The Company's organizational structure consists of eighteen entities, of which eleven are debtors in the Chapter 11 Cases. All of the Chapter 11 Debtors are incorporated or established under the laws of the U.S., with the exception of the Canadian Debtors.

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:

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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

³ 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 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

45. 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 prepackaged 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.



Commissioner for Taking Affidavits (or as may be)

EMILIE DILLON

LSO NO. 85199L

Enquiry Result

File Currency: 07APR 2024

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Type of Search	Business Debtor								
Search Conducted On	SOLOWAVE DESIGN HOLDINGS LIMITED								
File Currency	07APR 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
502253208		001	2		20240126 1639 1590 8341	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	SOLOWAVE DESIGN HOLDINGS LIMITED								
	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 Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	GB FUNDING, LLC								
	Address			City	Province	Postal Code			
	101 HUNTINGTON AVENUE, SUITE 1100			BOSTON	MA	02199			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	FASKEN MARTINEAU DUMOULIN LLP (A. RICHARDSON/L. CHEN/910404.16472)			
	Address	City	Province	Postal Code
	2400-333 BAY STREET	TORONTO	ON	M5H 2T6

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN HOLDINGS LIMITED						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	502253208	1	1	2	2	26JAN 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
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Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	GB FUNDING, LLC, AS COLLATERAL AGENT			
	Address	City	Province	Postal Code
	101 HUNTINGTON AVENUE, SUITE 1100	BOSTON	MA	02199

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

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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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Web Page ID: **WNoMatch001**

System Date: **08APR2024**

Last Modified: February 21, 2024


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Enquiry Result

File Currency: 07APR 2024

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File Currency	07APR 2024								
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Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	SOLOWAVE DESIGN INC.								
	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 Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	GB FUNDING, LLC								
	Address			City	Province	Postal Code			
	101 HUNTINGTON AVENUE, SUITE 1100			BOSTON	MA	02199			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
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Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	FASKEN MARTINEAU DUMOULIN LLP (A. RICHARDSON/L. CHEN/910404.16472)			
	Address	City	Province	Postal Code
	2400-333 BAY STREET	TORONTO	ON	M5H 2T6

CONTINUED

Type of Search	Business Debtor						
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	GB FUNDING, LLC, AS COLLATERAL AGENT			
	Address	City	Province	Postal Code
	101 HUNTINGTON AVENUE, SUITE 1100	BOSTON	MA	02199

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
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	502253343	2	3	3	30	26JAN 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
502253343		001	2		20240126 1643 1590 8346	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	SOLOWAVE DESIGN LP				
	Address		City	Province	Postal Code
	160 ELGIN STREET, SUITE 2600		OTTAWA	ON	K1P 1C3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	SOLOWAVE DESIGN INC.				
	Address		City	Province	Postal Code
	4630 OLIN ROAD		DALLAS	TX	752444615

Secured Party	Secured Party / Lien Claimant				
	GB FUNDING, LLC				
	Address		City	Province	Postal Code
	101 HUNTINGTON AVENUE, SUITE 1100		BOSTON	MA	02199

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description			

Registering Agent	Registering Agent				
	FASKEN MARTINEAU DUMOULIN LLP (A. RICHARDSON/L. CHEN/910404.16472)				
	Address		City	Province	Postal Code
	2400-333 BAY STREET		TORONTO	ON	M5H 2T6

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Type of Search	Business Debtor						
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File Currency	07APR 2024						
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
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Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	GB FUNDING, LLC, AS COLLATERAL AGENT			
	Address	City	Province	Postal Code
	101 HUNTINGTON AVENUE, SUITE 1100	BOSTON	MA	02199

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	SOLOWAVE DESIGN INC.								
File Currency	07APR 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	782170578	3	3	5	30	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		001	26		20220420 1244 1590 8373	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	SOLOWAVE DESIGN LP								
	Address				City	Province	Postal Code		
	160 ELGIN STREET, SUITE 2600				OTTAWA	ON	K1P 1C3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	SOLOWAVE DESIGN INC.								
	Address				City	Province	Postal Code		
	160 ELGIN STREET, SUITE 2600				OTTAWA	ON	K1P 1C3		
Secured Party	Secured Party / Lien Claimant								
	COFACE FINANZ GMBH								
	Address				City	Province	Postal Code		
	ISAAC-FULDA-ALLEE 1				MAINZ	GER	55124		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL PRESENT AND AFTER-ACQUIRED - (A) PURCHASED RECEIVABLES AND THEIR RELATED ASSETS, (B) ALL SUMS STANDING TO THE DEBTOR'S CREDIT WITH RESPECT TO THE PURCHASED RECEIVABLES WITH THE SECURED PARTY								
Registering Agent	Registering Agent								
	MCMILLAN LLP (PF/AL/281825)								
	Address				City	Province	Postal Code		
	181 BAY ST, SUITE 4400, BROOKFIELD PLACE				TORONTO	ON	M5J 2T3		

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Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		002	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(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

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		003	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	8	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		004	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	"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

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
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Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	PROCEEDS OF THE FOREGOING INCLUDING INSURANCE PROCEEDS.
	FOR THE PURPOSES OF THIS REGISTRATION, CAPITALIZED TERMS HAVE THE FOLLOWING MEANING -

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		006	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	11	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		007	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	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 Party / Lien Claimant

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	SOLOWAVE DESIGN INC.								
File Currency	07APR 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	782170578	3	3	12	30	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		008	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	13	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		009	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	14	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		010	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	PLEGGED ACCOUNTS - THE BANK ACCOUNTS REFERRED TO AS PLEGGED ACCOUNTS
	IN SCHEDULE 1 (TERMS AND CONDITIONS) TO THE RECEIVABLES SALE AGREEMENT.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	15	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		011	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	PURCHASED RECEIVABLE - ANY RECEIVABLE WHICH HAS BEEN PURCHASED OR PURPORTED TO BE PURCHASED BY THE SECURED PARTY UNDER THE RECEIVABLES SALE AGREEMENT.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	16	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		012	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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,

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	17	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		013	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	18	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		014	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	19	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		015	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	20	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		016	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	CONSTITUTE A RECEIVABLE SEPARATE FROM A RECEIVABLE CONSISTING OF ANY SUCH RIGHT TO PAYMENT ARISING FROM ANY OTHER TRANSACTION.
	3 RELATED ASSETS - WITH RESPECT TO ANY RECEIVABLE -

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	21	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		017	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(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

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	22	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		018	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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,

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	23	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		019	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(C) IN THE EVENT OF A SALE BY CONSIGNMENT, ANY CLAIMS AGAINST THE CONSIGNEE,
	(D) ALL INSTRUMENTS AND CHATTEL PAPER THAT MAY EVIDENCE SUCH

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
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 STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		020	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	RECEIVABLE, (E) ALL OF THE DEBTOR'S RIGHTS, INTERESTS AND CLAIMS AGAINST THIRD PARTIES RELATING TO SUCH RECEIVABLES INCLUDING, WITHOUT LIMITATION,

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
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 STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		021	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
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 STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		022	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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,

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	27	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		023	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(G) ALL COLLECTIONS THEREON INCLUDING, WITHOUT LIMITATION, ALL TAX REFUNDS,
	(H) THE CONTRACT GIVING RISE TO SUCH RECEIVABLE AND ALL GUARANTIES,

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	28	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		024	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	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,

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	SOLOWAVE DESIGN INC.						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	782170578	3	3	29	30	20APR 2032	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
782170578		025	26		20220420 1244 1590 8373		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(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

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	SOLOWAVE DESIGN INC.								
File Currency	07APR 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	782170578	3	3	30	30	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		026	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	RECEIVABLE AND THE RELATED DEBTOR, AND								
	(J) ALL PROCEEDS OF ANY OF THE FOREGOING.								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

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File Currency: 07APR 2024



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Type of Search	Business Debtor								
Search Conducted On	YARDISTRY LIMITED								
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 Vehicle Schedule	Registration Number	Registered Under	Registration Period		
721865763		01	004		20161025 1432 1530 7318	P PPSA	10		
Individual Debtor	Date of Birth		First Given Name		Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	YARDISTRY LIMITED								
	Address				City	Province	Postal Code		
	5-103 BAUER PLACE				WATERLOO	ON	N2L 6B5		
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 Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	4550 HURONTARIO STREET				MISSISSAUGA	ON	L5R 4E4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X		X	X				
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	TRADE FINANCING GENERAL AGREEMENT								
	ALL BILLS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES,								
	INTANGIBLES, TRANSPORTATION DOCUMENTS, INSURANCE POLICIES AND OTHER								

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

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	YARDISTRY LIMITED						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	721865763	1	3	2	13	25OCT 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
721865763		02	004		20161025 1432 1530 7318		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	DOCUMENTS OR INSTRUMENTS REPRESENTING OR RELATING TO THE PURCHASE, STORAGE, PREPARATION, SALE OR SHIPMENTS OF AND OTHER DEALINGS WITH GOODS AND THE GOODS REPRESENTED THEREBY AND ANY RIGHTS WHICH THE

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	YARDISTRY LIMITED						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	721865763	1	3	3	13	25OCT 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
721865763		03	004		20161025 1432 1530 7318		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	DEBTOR MAY HAVE AS THE UNPAID SELLER OF THE GOODS AND ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	YARDISTRY LIMITED						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	721865763	1	3	4	13	25OCT 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
721865763		04	004		20161025 1432 1530 7318		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	YARDISTRY LIMITED

File Currency	07APR 2024
---------------	------------

File Number	Family	of Families	Page	of Pages
721865763	1	3	5	13

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	001	1		20161213 1426 1590 3169	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	721865763		X	A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname

Business Debtor Name	YARDISTRY LIMITED
-----------------------------	-------------------

Other Change	Other Change

Reason / Description	Reason / Description
	TO AMEND THE COLLATERAL CLASSIFICATION TO ADD EQUIPMENT AND MOTOR VEHICLE INCLUDED, AND TO DELETE THE GENERAL COLLATERAL DESCRIPTION.

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

Business Debtor Name	Ontario Corporation Number

Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee

Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	DENTONS CANADA LLP (RA/DAUGUSTINOVIC)

	Address	City	Province	Postal Code
	400-77 KING STREET WEST TORONTO-DOMINION	TORONTO	ON	M5H 0A1

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	YARDISTRY LIMITED						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	721865772	2	3	6	13	25OCT 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
721865772		01	004		20161025 1432 1530 7319	P PPSA	10

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	YARDISTRY LIMITED			
	Address	City	Province	Postal Code
	5-103 BAUER PLACE	WATERLOO	ON	N2L 6B5

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 Party / Lien Claimant			
	HSBC BANK CANADA			
	Address	City	Province	Postal Code
	4550 HURONTARIO STREET	MISSISSAUGA	ON	L5R 4E4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X		500000		

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	SECURITY OVER CASH, CREDIT BALANCES AND DEPOSIT INSTRUMENTS BY CUSTOMER
	THE ENTIRE RIGHT, TITLE, CLAIM AND INTEREST OF THE DEBTOR IN AND TO

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

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	YARDISTRY LIMITED						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	721865772	2	3	7	13	25OCT 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
721865772		02	004		20161025 1432 1530 7319		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	THE PRINCIPAL SUM, INTEREST AND ALL OTHER MONIES OWING AND PAYABLE
	OR HEREAFTER OWING AND PAYABLE TO THE DEBTOR PURSUANT TO THE TERMS
	OF THE INSTRUMENT OR INSTRUMENTS IF ANY, DESCRIBED AS 052-502449-320

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	YARDISTRY LIMITED								
File Currency	07APR 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	721865772	2	3	8	13	25OCT 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
721865772		03	004		20161025 1432 1530 7319				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	AND THE ENTIRE RIGHT, TITLE, CLAIM AND INTEREST OF THE DEBTOR IN AND TO THE SAID INSTRUMENT OR INSTRUMENTS								
	AND ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, ALL GOODS,								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	YARDISTRY LIMITED								
File Currency	07APR 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	721865772	2	3	9	13	25OCT 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
721865772		04	004		20161025 1432 1530 7319				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THERETO AND ANY AMENDMENTS THERETO).								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	YARDISTRY LIMITED								
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 STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
736159257		001	4		20180201 1716 1590 2528	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	YARDISTRY LIMITED								
	Address				City	Province	Postal Code		
	5 - 103 BAUER PLACE				WATERLOO	ON	N2L 6B5		
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 Party / Lien Claimant								
	HSBC BANK CANADA								
	Address				City	Province	Postal Code		
	70 YORK STREET				TORONTO	ON	M5J 1S9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL ACCOUNTS, PAYMENT INTANGIBLES AND OTHER RIGHTS TO PAYMENT, CHOSSES IN ACTION AND PROCEEDS THEREFROM PURCHASED BY THE SECURED CREDITOR FROM THE DEBTOR FROM TIME TO TIME UNDER THAT CERTAIN RECEIVABLES								
Registering Agent	Registering Agent								
	DENTONS CANADA LLP (AF/DWIEBE)								
	Address				City	Province	Postal Code		
	77 KING STREET WEST, SUITE 400				TORONTO	ON	M5K 0A1		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	YARDISTRY LIMITED								
File Currency	07APR 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	736159257	3	3	11	13	01FEB 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
736159257		002	4		20180201 1716 1590 2528				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	PURCHASE AGREEMENT BETWEEN THE SECURED CREDITOR AND THE DEBTOR DATED								
	ON OR ABOUT THE DATE HEREOF(AS SUCH AGREEMENT MAY BE AMENDED,								
	RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME). ALL								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	YARDISTRY LIMITED						
File Currency	07APR 2024						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	736159257	3	3	12	13	01FEB 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
736159257		003	4		20180201 1716 1590 2528		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	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 Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	CASH, CREDIT BALANCES AND DEPOSITS, AND OTHER PROCEEDS IN OR ARISING FROM ACCOUNT NUMBER 052-502449-071 MAINTAINED WITH HSBC BANK CANADA AND PROCEEDS THEREFROM, INCLUDING, WITHOUT LIMITATION, ANY SUCCESSOR

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	YARDISTRY LIMITED								
File Currency	07APR 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	736159257	3	3	13	13	01FEB 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
736159257		004	4		20180201 1716 1590 2528				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description OR REPLACEMENT DEPOSIT ACCOUNTS.								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

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Type of Search	Business Debtor								
Search Conducted On	SOLOWAVE INTERNATIONAL 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 / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
502253244		001	2		20240126 1640 1590 8343	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	SOLOWAVE INTERNATIONAL INC.								
	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 Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	GB FUNDING, LLC								
	Address				City	Province	Postal Code		
	101 HUNTINGTON AVENUE, SUITE 1100				BOSTON	MA	02199		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	FASKEN MARTINEAU DUMOULIN LLP (A. RICHARDSON/L. CHEN/910404.16472)								

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

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	SOLOWAVE INTERNATIONAL INC.								
File Currency	07APR 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	502253244	1	1	2	2	26JAN 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
502253244		002	2		20240126 1640 1590 8343				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	GB FUNDING, LLC, AS COLLATERAL AGENT								
	Address			City	Province	Postal Code			
	101 HUNTINGTON AVENUE, SUITE 1100			BOSTON	MA	02199			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

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Note: All pages have been returned.

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		
	502253343	1	2	1	28	26JAN 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
502253343		001	2		20240126 1643 1590 8346	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	SOLOWAVE DESIGN LP								
	Address				City	Province	Postal Code		
	160 ELGIN STREET, SUITE 2600				OTTAWA	ON	K1P 1C3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	SOLOWAVE DESIGN INC.								
	Address				City	Province	Postal Code		
	4630 OLIN ROAD				DALLAS	TX	752444615		
Secured Party	Secured Party / Lien Claimant								
	GB FUNDING, LLC								
	Address				City	Province	Postal Code		
	101 HUNTINGTON AVENUE, SUITE 1100				BOSTON	MA	02199		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	FASKEN MARTINEAU DUMOULIN LLP (A. RICHARDSON/L. CHEN/910404.16472)								

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

CONTINUED

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		
	502253343	1	2	2	28	26JAN 2029			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
502253343		002	2		20240126 1643 1590 8346				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	GB FUNDING, LLC, AS COLLATERAL AGENT								
	Address				City	Province	Postal Code		
	101 HUNTINGTON AVENUE, SUITE 1100				BOSTON	MA	02199		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

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	3	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		001	26		20220420 1244 1590 8373	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	SOLOWAVE DESIGN LP								
	Address				City	Province	Postal Code		
	160 ELGIN STREET, SUITE 2600				OTTAWA	ON	K1P 1C3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	SOLOWAVE DESIGN INC.								
	Address				City	Province	Postal Code		
	160 ELGIN STREET, SUITE 2600				OTTAWA	ON	K1P 1C3		
Secured Party	Secured Party / Lien Claimant								
	COFACE FINANZ GMBH								
	Address				City	Province	Postal Code		
	ISAAC-FULDA-ALLEE 1				MAINZ	GER	55124		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL PRESENT AND AFTER-ACQUIRED - (A) PURCHASED RECEIVABLES AND THEIR RELATED ASSETS, (B) ALL SUMS STANDING TO THE DEBTOR'S CREDIT WITH RESPECT TO THE PURCHASED RECEIVABLES WITH THE SECURED PARTY								
Registering Agent	Registering Agent								
	MCMILLAN LLP (PF/AL/281825)								
	Address				City	Province	Postal Code		
	181 BAY ST, SUITE 4400, BROOKFIELD PLACE				TORONTO	ON	M5J 2T3		

CONTINUED

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	4	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		002	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description (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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	5	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		003	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	6	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		004	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	"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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	7	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		005	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	PROCEEDS OF THE FOREGOING INCLUDING INSURANCE PROCEEDS.								
	FOR THE PURPOSES OF THIS REGISTRATION, CAPITALIZED TERMS HAVE THE FOLLOWING MEANING -								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	8	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		006	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	9	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		007	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description 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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	10	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		008	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	11	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		009	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description 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.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	12	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		010	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	PLEDGED ACCOUNTS - THE BANK ACCOUNTS REFERRED TO AS PLEDGED ACCOUNTS IN SCHEDULE 1 (TERMS AND CONDITIONS) TO THE RECEIVABLES SALE AGREEMENT.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	13	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		011	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	PURCHASED RECEIVABLE - ANY RECEIVABLE WHICH HAS BEEN PURCHASED OR PURPORTED TO BE PURCHASED BY THE SECURED PARTY UNDER THE RECEIVABLES SALE AGREEMENT.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	14	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		012	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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,								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	15	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		013	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	16	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		014	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	17	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		015	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description 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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	18	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		016	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	CONSTITUTE A RECEIVABLE SEPARATE FROM A RECEIVABLE CONSISTING OF ANY SUCH RIGHT TO PAYMENT ARISING FROM ANY OTHER TRANSACTION.								
	3 RELATED ASSETS - WITH RESPECT TO ANY RECEIVABLE -								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	19	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		017	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	(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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	20	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		018	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description 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,								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	21	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		019	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	(C) IN THE EVENT OF A SALE BY CONSIGNMENT, ANY CLAIMS AGAINST THE CONSIGNEE,								
	(D) ALL INSTRUMENTS AND CHATTEL PAPER THAT MAY EVIDENCE SUCH								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	22	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		020	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	RECEIVABLE,								
	(E) ALL OF THE DEBTOR'S RIGHTS, INTERESTS AND CLAIMS AGAINST THIRD								
	PARTIES RELATING TO SUCH RECEIVABLES INCLUDING, WITHOUT LIMITATION,								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	23	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		021	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	24	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		022	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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,								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	25	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		023	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	(G) ALL COLLECTIONS THEREON INCLUDING, WITHOUT LIMITATION, ALL TAX REFUNDS,								
	(H) THE CONTRACT GIVING RISE TO SUCH RECEIVABLE AND ALL GUARANTIES,								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	26	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		024	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	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,								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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	27	28	20APR 2032			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		025	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	(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								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

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 / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
782170578		026	26		20220420 1244 1590 8373				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	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 Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description RECEIVABLE AND THE RELATED DEBTOR, AND (J) ALL PROCEEDS OF ANY OF THE FOREGOING.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

LAST PAGE

Note: All pages have been returned.


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All Pages ▾

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Search ID #: Z17233938

Transmitting PartyWEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)10011 170 STREET
EDMONTON, AB T5P 4R5Party Code: 50076967
Phone #: 780 483 8211
Reference #: 05307870-145882

Search ID #: Z17233938

Date of Search: 2024-Apr-08

Time of Search: 12:19:45

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.



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: 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**

1 SOLOWAVE DESIGN LP
160 ELGIN STREET, SUITE 2600
OTTAWA, ON K1P 1C3

Current

Block**Status**

2 SOLOWAVE DESIGN INC.
160 ELGIN STREET, SUITE 2600
OTTAWA, ON K1P 1C3

Current

Secured Party / Parties**Block****Status**

1 COFACE FINANZ GMBH
ISAAC FULDA ALLEE 1
MAINZ, XX 55124
Email: csm-germany@coface.com

Current

Search ID #: Z17233938

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>All present and after-acquired: (a) Purchased Receivables and their Related Assets; (b) all 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.</p> <p>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.</p>	Current
2	<p>Purchased Receivable: Any Receivable which has been purchased or purported to be purchased by the Secured Party under the Receivables Sale Agreement.</p> <p>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.</p> <p>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.</p>	Current

Search ID #: Z17233938

3	<p>Related Assets: With respect to any Receivable:</p> <p>(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;</p> <p>(b) all other ownership and inchoate rights in the underlying assets with respect to such Receivable that the Debtor may have or acquire;</p> <p>(c) in the event of a sale by consignment, any claims against the consignee;</p> <p>(d) all instruments and chattel paper that may evidence such Receivable;</p> <p>(e) all of the Debtor's rights, interests and claims against third parties relating to such Receivables including, without limitation, shippers and carriers;</p> <p>(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;</p> <p>(g) all Collections thereon including, without limitation, all Tax refunds;</p> <p>(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;</p> <p>(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</p> <p>(j) all proceeds of any of the foregoing.</p>	Current
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Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	<p>The complete address of the Secured Party is:</p> <p>Isaac-Fulda-Allee 1 55124 Mainz Germany</p>	Current

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

**Personal Property Registry
Search Results Report**

Search ID #: Z17233938

Result Complete

Search ID #: Z17234021

Transmitting PartyWEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)10011 170 STREET
EDMONTON, AB T5P 4R5Party Code: 50076967
Phone #: 780 483 8211
Reference #: 05307924-145887

Search ID #: Z17234021

Date of Search: 2024-Apr-08

Time of Search: 12:29:18

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.

Result Complete



Search ID #: Z17233946

Transmitting PartyWEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)10011 170 STREET
EDMONTON, AB T5P 4R5Party Code: 50076967
Phone #: 780 483 8211
Reference #: 05307873-145884

Search ID #: Z17233946

Date of Search: 2024-Apr-08

Time of Search: 12:20:19

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.



Search ID #: Z17233946

Business Debtor Search For:

SOLOWAVE DESIGN INC.

Search ID #: Z17233946

Date of Search: 2024-Apr-08

Time of Search: 12:20:19

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

1 SOLOWAVE DESIGN LP
160 ELGIN STREET, SUITE 2600
OTTAWA, ON K1P 1C3

Current

Block

Status

2 SOLOWAVE DESIGN INC.
160 ELGIN STREET, SUITE 2600
OTTAWA, ON K1P 1C3

Current

Secured Party / Parties

Block

Status

1 COFACE FINANZ GMBH
ISAAC FULDA ALLEE 1
MAINZ, XX 55124
Email: csm-germany@coface.com

Current

Search ID #: Z17233946

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>All present and after-acquired: (a) Purchased Receivables and their Related Assets; (b) all 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.</p> <p>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.</p>	Current
2	<p>Purchased Receivable: Any Receivable which has been purchased or purported to be purchased by the Secured Party under the Receivables Sale Agreement.</p> <p>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.</p> <p>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.</p>	Current

Search ID #: Z17233946

3	<p>Related Assets: With respect to any Receivable:</p> <p>(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;</p> <p>(b) all other ownership and inchoate rights in the underlying assets with respect to such Receivable that the Debtor may have or acquire;</p> <p>(c) in the event of a sale by consignment, any claims against the consignee;</p> <p>(d) all instruments and chattel paper that may evidence such Receivable;</p> <p>(e) all of the Debtor's rights, interests and claims against third parties relating to such Receivables including, without limitation, shippers and carriers;</p> <p>(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;</p> <p>(g) all Collections thereon including, without limitation, all Tax refunds;</p> <p>(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;</p> <p>(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</p> <p>(j) all proceeds of any of the foregoing.</p>	Current
---	---	---------

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	<p>The complete address of the Secured Party is:</p> <p>Isaac-Fulda-Allee 1 55124 Mainz Germany</p>	Current

Search ID #: Z17233946

Business Debtor Search For:

SOLOWAVE DESIGN INC.

Search ID #: Z17233946

Date of Search: 2024-Apr-08

Time of Search: 12:20:19

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: 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**

Search ID #: Z17233946

Result Complete

Search ID #: Z17234019

Transmitting PartyWEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)10011 170 STREET
EDMONTON, AB T5P 4R5Party Code: 50076967
Phone #: 780 483 8211
Reference #: 05307923-145886

Search ID #: Z17234019

Date of Search: 2024-Apr-08

Time of Search: 12:29:06

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.

Result Complete



Search ID #: Z17233942

Transmitting PartyWEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)10011 170 STREET
EDMONTON, AB T5P 4R5Party Code: 50076967
Phone #: 780 483 8211
Reference #: 05307872-145883

Search ID #: Z17233942

Date of Search: 2024-Apr-08

Time of Search: 12:20:13

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.

Result Complete



Search ID #: Z17233947

Transmitting PartyWEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)10011 170 STREET
EDMONTON, AB T5P 4R5Party 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.



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

1 SOLOWAVE DESIGN LP
160 ELGIN STREET, SUITE 2600
OTTAWA, ON K1P 1C3

Current

Block

Status

2 SOLOWAVE DESIGN INC.
160 ELGIN STREET, SUITE 2600
OTTAWA, ON K1P 1C3

Current

Secured Party / Parties

Block

Status

1 COFACE FINANZ GMBH
ISAAC FULDA ALLEE 1
MAINZ, XX 55124
Email: csm-germany@coface.com

Current

Search ID #: Z17233947

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>All present and after-acquired: (a) Purchased Receivables and their Related Assets; (b) all 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.</p> <p>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.</p>	Current
2	<p>Purchased Receivable: Any Receivable which has been purchased or purported to be purchased by the Secured Party under the Receivables Sale Agreement.</p> <p>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.</p> <p>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.</p>	Current

Search ID #: Z17233947

3	<p>Related Assets: With respect to any Receivable:</p> <p>(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;</p> <p>(b) all other ownership and inchoate rights in the underlying assets with respect to such Receivable that the Debtor may have or acquire;</p> <p>(c) in the event of a sale by consignment, any claims against the consignee;</p> <p>(d) all instruments and chattel paper that may evidence such Receivable;</p> <p>(e) all of the Debtor's rights, interests and claims against third parties relating to such Receivables including, without limitation, shippers and carriers;</p> <p>(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;</p> <p>(g) all Collections thereon including, without limitation, all Tax refunds;</p> <p>(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;</p> <p>(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</p> <p>(j) all proceeds of any of the foregoing.</p>	Current
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Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	<p>The complete address of the Secured Party is:</p> <p>Isaac-Fulda-Allee 1 55124 Mainz Germany</p>	Current

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 Date: 2024-Jan-26

Registration Type: SECURITY AGREEMENT
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
1 SOLOWAVE DESIGN LP
160 ELGIN STREET, SUITE 2600
OTTAWA, ON K1P 1C3 Current

Block Status
2 SOLOWAVE DESIGN INC.
4630 OLIN ROAD
DALLAS, TX 752444615 Current

Secured Party / Parties

Block Status
1 GB FUNDING, LLC
101 HUNTINGTON AVENUE, SUITE 1100
BOSTON, MA 02199
Email: kshonak@gordonbrothers.com Current

Block Status
2 GB FUNDING, LLC, AS COLLATERAL AGENT
101 HUNTINGTON AVENUE, SUITE 1100
BOSTON, MA 02199
Email: kshonak@gordonbrothers.com Current

Collateral: General

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

**Personal Property Registry
Search Results Report**

Search ID #: Z17233947

Result Complete

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

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Tel: 416.862.5890
Email: tsandler@osler.com

Martino Calvaruso (LSO# 57359Q)
Tel: 416.862.6665
Email: mcalvaruso@osler.com

Mark Sheeley (LSO# 66473O)
Tel: 416.862.6791
Email: msheelley@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.

- 2 -

3. On May 10, 2024 (the “**Petition Date**”), KidKraft, Inc., the Canadian Debtors and six other debtors and debtors in possession¹ (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”

¹ 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.



LAUREN SCOTT

LSO # 848100

Commissioner for Taking Affidavits
(or as may be)

EMILIE DILLON

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.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas
(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 business	Mailing address, if different from principal place of business
	<u>4630 Olin Road</u> Number Street	_____ Number Street
	<u>Dallas TX 75244</u> City State ZIP Code	_____ P.O. Box
	<u>Dallas</u> County	_____ City State ZIP Code
		Location of principal assets, if different from principal place of business
		_____ Number Street
		_____ City State ZIP Code

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

Debtor KidKraft, Inc.
Name

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 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 "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 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

Debtor KidKraft, Inc. Case number (if known) _____
Name

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 MM / DD / YYYY Case number _____

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

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

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property?
 Number _____ Street _____

 City _____ State ZIP Code _____

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

Statistical and administrative information

Debtor KidKraft, Inc.
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker
Signature of authorized representative of debtor
Title Chief Executive Officer

Geoffrey Walker
Printed name

KidKraft, Inc.

Debtor

Name

Case number (if known)

18. Signature of attorney

X /s/William L. Wallander

Date

05/10/2024

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

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. [•]
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:	§ 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%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known)

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE			\$294,769.94	
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: HAOTAI518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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:



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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:



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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

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Johnnie Goodner

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN INC.**

Geoffrey Walker

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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.

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:


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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
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Daniel Penn

Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

Geoffrey Walker

**BOARD OF DIRECTORS OF
KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

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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

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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:
Geoffry Walker

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

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Geoffry Walker

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Geoffrey Walker

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KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

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HOLDINGS, LLC**

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

Debtor Name KidKraft, 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
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 declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
Signature of individual signing on behalf of debtor

Geoffrey Walker
Printed name
Chief Executive Officer
Position or relationship to debtor

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

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 doing business as names

3. Debtor's federal Employer Identification Number (EIN) 26-4153174

4. Debtor's address Principal place of business Mailing address, if different from principal place of business Location of principal assets, if different from principal place of business

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

Debtor KidKraft Europe, LLC
Name

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 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 "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 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

Debtor KidKraft Europe, LLC Name Case number (if 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 MM / DD / YYYY Case number _____

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

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

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property?

Number _____ Street _____

 City _____ State ZIP Code _____

Is the property insured?

No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

Debtor KidKraft Europe, LLC
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker

Signature of authorized representative of debtor

Title Chief Executive Officer

Geoffrey Walker

Printed name

Debtor KidKraft Europe, LLC
Name

Case number (if known) _____

18. Signature of attorney

X /s/William L. Wallander
Signature of attorney for debtor

Date 05/10/2024
MM / DD / YYYY

William L. Wallander

Printed name
Vinson & Elkins, LLP

Firm name
2001 Ross Avenue Suite 3900

Number Street TX ZIP Code
Dallas 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 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 EUROPE, 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 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%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known)

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE				\$294,769.94
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: HAOTA1518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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:



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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:



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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

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker

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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.

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:



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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
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Daniel Penn

Geoffrey Walker

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**

DocuSigned by:

Daniel Penn

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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

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

DocuSigned by:
Geoffrey Walker

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KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

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KIDKRAFT EUROPE, LLC**

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KIDKRAFT PARTNERS, LLC**

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**BOARD OF MANAGERS OF
KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

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SOLOWAVE DESIGN HOLDINGS LIMITED**

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Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

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

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

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
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.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 Intermediate 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) 47-4398800

4. Debtor's address Principal place of business Mailing address, if different from principal place of business Location of principal assets, if different from principal place of business

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

Debtor KidKraft Intermediate Holdings, LLC
Name

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 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 "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 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

Debtor KidKraft Intermediate Holdings, LLC Case number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When _____ Case number _____
MM / DD / YYYY
 If more than 2 cases, attach a separate list. District _____ When _____ Case number _____
MM / DD / YYYY

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

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

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property? _____
Number Street

City State ZIP Code

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

Statistical and administrative information

Debtor KidKraft Intermediate Holdings, LLC
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker _____

Signature of authorized representative of debtor

Geoffrey Walker _____

Printed name

Title Authorized Signatory

KidKraft Intermediate Holdings, LLC

Debtor Name Case number (if known)

18. Signature of attorney

X /s/William L. Wallander
Signature of attorney for debtor

Date 05/10/2024
MM / DD / YYYY

William L. Wallander

Printed name
Vinson & Elkins, LLP

Firm name
2001 Ross Avenue Suite 3900

Number Street City State ZIP Code
Dallas TX 75201

City Contact phone Email address
(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. [●]**
§
KIDKRAFT INTERMEDIATE § **(Chapter 11)**
HOLDINGS, LLC §
§ **(Joint Administration Requested)**
§ **(Emergency Hearing Requested)**
Debtor. §

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, LLC	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 INTERMEDIATE § **(Chapter 11)**
HOLDINGS, LLC §
§ **(Joint Administration Requested)**
§ **(Emergency Hearing Requested)**
Debtor. §

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%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known)

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE				\$294,769.94
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: HAOTA1518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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:



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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:



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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:




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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker

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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.

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:



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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 Penn

Geoffrey Walker

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**

DocuSigned by:
Daniel Penn
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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

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

DocuSigned by:
Geoffrey Walker

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KIDKRAFT INTERNATIONAL HOLDINGS,
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KIDKRAFT PARTNERS, LLC**

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Geoffrey Walker

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KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

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SOLOWAVE DESIGN HOLDINGS LIMITED**

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

Debtor Name KidKraft Intermediate Holdings, 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-Individuals (Official Form 206Sum)
Amended Schedule
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

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

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
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.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 Holdings, Inc.

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

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

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

26-4152933

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

4630 Olin Road

Number Street

Number Street

Dallas TX 75244

City State ZIP Code

P.O. Box

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://www.kidkraft.com

KidKraft International Holdings, Inc.

Debtor

Name

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 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 "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 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

KidKraft International Holdings, Inc.

Debtor

Name

Case number (if 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 MM / DD / YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No

Yes. Debtor See Rider 1 Relationship _____

List all cases. If more than 1, attach a separate list.

District _____ When MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?

Check all that apply:

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State ZIP Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

KidKraft International Holdings, Inc.

Debtor

Name

Case number (if known)

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker
Signature of authorized representative of debtor
Chief Executive Officer
Title _____

Geoffrey Walker
Printed name

KidKraft International Holdings, Inc.

Debtor Name Case number (if known) _____

18. Signature of attorney

X /s/William L. Wallander

Date 05/10/2024

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 TX ZIP Code
Dallas 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 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 § **(Chapter 11)**
HOLDINGS, INC. §
§ **(Joint Administration Requested)**
§ **(Emergency Hearing Requested)**
Debtor. §

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)
§ (Emergency Hearing Requested)
Debtor. §

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%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known) _____

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known)

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE			\$294,769.94	
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: HAOTA1518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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:



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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:



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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

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.


Geoffrey Walker

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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.

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:



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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 Penn

Geoffrey Walker

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

DocuSigned by:


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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

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

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Geoffrey Walker

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Geoffrey Walker

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KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

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KIDKRAFT EUROPE, LLC**

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**BOARD OF MANAGERS OF
KIDKRAFT PARTNERS, LLC**

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KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

Debtor Name KidKraft International Holdings, 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
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 declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
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.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 Partners, 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) 26-4153268

4. Debtor's address Principal place of business Mailing address, if different from principal place of business Location of principal assets, if different from principal place of business

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

Debtor KidKraft Partners, LLC
Name

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 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 "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 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

Debtor KidKraft Partners, LLC
Name

Case number (if 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 MM / DD / YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No

Yes. Debtor See Rider 1 Relationship _____

List all cases. If more than 1, attach a separate list.

District _____ When MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?

Check all that apply:

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State ZIP Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

Debtor KidKraft Partners, LLC
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker
Signature of authorized representative of debtor
Title Chief Executive Officer

Geoffrey Walker
Printed name

Debtor KidKraft Partners, LLC
Name

Case number (if known) _____

18. Signature of attorney

X /s/William L. Wallander
Signature of attorney for debtor

Date 05/10/2024
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 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. [●]
§
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%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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.MELENDZ@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known)

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE				\$294,769.94
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: HAOTAI518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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:



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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:



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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

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker

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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.

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:



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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
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Daniel Penn

Geoffrey Walker

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

DocuSigned by:

Daniel Penn

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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

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

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Geoffrey Walker

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Geoffrey Walker

**BOARD OF DIRECTORS OF
KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

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KIDKRAFT EUROPE, LLC**

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**BOARD OF MANAGERS OF
KIDKRAFT PARTNERS, LLC**

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Geoffrey Walker
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Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

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Geoffrey Walker
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**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN HOLDINGS LIMITED**

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

Debtor Name 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-Individuals (Official Form 206Sum)
Amended Schedule
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

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

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
Signature of individual signing on behalf of debtor

Geoffrey Walker
Printed name
Chief Executive Officer
Position 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

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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) 80-0341841

4. Debtor's address. Principal place of business: 4630 Olin Road, Dallas TX 75244. Mailing address, if different from principal place of business. Location of principal assets, if different from principal place of business.

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

Debtor KidKraft International IP Holdings, LLC
Name

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 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 "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 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

Debtor KidKraft International IP Holdings, LLC
Name

Case number (if known) _____

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

No

Yes. District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

District _____ When _____ Case number _____
MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No

Yes. Debtor See Rider 1 Relationship _____

List all cases. If more than 1, attach a separate list.

District _____ When _____
MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?

Check all that apply:

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State ZIP Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

Debtor KidKraft International IP Holdings, LLC
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker

 Signature of authorized representative of debtor
 Title Chief Executive Officer

Geoffrey Walker

 Printed name

KidKraft International IP Holdings, LLC

Debtor

Name

Case number (if known)

18. Signature of attorney

X /s/William L. Wallander

Date 05/10/2024

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

(214) 220-7905

State ZIP Code

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. [●]**
§
KIDKRAFT INTERNATIONAL IP § **(Chapter 11)**
HOLDINGS, LLC §
§ **(Joint Administration Requested)**
§ **(Emergency Hearing Requested)**
Debtor. §

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)**
§ **(Emergency Hearing Requested)**
Debtor. §

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%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known) _____

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE			\$294,769.94	
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: HAOTA1518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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:



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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:



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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

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker

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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.

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:



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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
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Daniel Penn

Geoffrey Walker

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

DocuSigned by:

Daniel Penn

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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

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

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Geoffrey Walker

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Geoffrey Walker

**BOARD OF DIRECTORS OF
KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

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**BOARD OF MANAGERS OF
KIDKRAFT PARTNERS, LLC**

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Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

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**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN HOLDINGS LIMITED**

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

Debtor Name KidKraft International IP Holdings, 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-Individuals (Official Form 206Sum)
Amended Schedule
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

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

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
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.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 in the last 8 years PlayDirect DBA

3. Debtor's federal Employer Identification Number (EIN) 75-3269294

4. Debtor's address Principal place of business Mailing address, if different from principal place of business Location of principal assets, if different from principal place of business

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

Debtor Solowave Design Corp.
Name

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 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 "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 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

Debtor Solowave Design Corp. Case number (if known) _____
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? No
 Yes. District _____ When _____ Case number _____
MM / DD / YYYY
 If more than 2 cases, attach a separate list. District _____ When _____ Case number _____
MM / DD / YYYY

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

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

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property? _____
Number Street

City State ZIP Code

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

Statistical and administrative information

Debtor Solowave Design Corp.
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker

Signature of authorized representative of debtor

Geoffrey Walker

Printed name

Title Chief Executive Officer

Solowave Design Corp.

Debtor Name Case number (if known)

18. Signature of attorney

X /s/William L. Wallander
Signature of attorney for debtor

Date 05/10/2024
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

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 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%

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): _____

Check if this is an amended filing

Official Form 204
Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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.MELENDZ@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known) _____

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE			\$294,769.94	
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: HAOTAI518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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:



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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:



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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

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.


Geoffrey Walker

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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.

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:



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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
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Daniel Penn

Geoffrey Walker

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

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Daniel Penn
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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:
Geoffry Walker

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

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Geoffry Walker

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KIDKRAFT INTERNATIONAL HOLDINGS,
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**BOARD OF MANAGERS OF
KIDKRAFT PARTNERS, LLC**

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KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

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

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

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
Signature of individual signing on behalf of debtor

Geoffrey Walker
Printed name
Chief Executive Officer
Position or relationship 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.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 Holdings Limited

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

Mailing address, if different from principal place of business

1565 Carling Avenue

Number Street

Number Street

Suite 400

P.O. Box

Ottawa ON K1Z 8R1

City State ZIP Code

City State ZIP Code

Location of principal assets, if different from principal place of business

County

Number Street

City State ZIP Code

5. Debtor's website (URL)

https://www.kidkraft.com

Debtor Solowave Design Holdings Limited
Name

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 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 "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 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

Debtor Solowave Design Holdings Limited
Name

Case number (if 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 MM / DD / YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No

Yes. Debtor See Rider 1 Relationship _____

List all cases. If more than 1, attach a separate list.

District _____ When MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?

Check all that apply:

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State ZIP Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

Debtor Solowave Design Holdings Limited
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker

Signature of authorized representative of debtor

Title Chief Executive Officer

Geoffrey Walker

Printed name

Solowave Design Holdings Limited

Debtor Name Case number (if known)

18. Signature of attorney

X /s/William L. Wallander
Signature of attorney for debtor

Date 05/10/2024
MM / DD / YYYY

William L. Wallander

Printed name
Vinson & Elkins, LLP

Firm name
2001 Ross Avenue Suite 3900

Number Street City State ZIP Code
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 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 HOLDINGS § **(Chapter 11)**
LIMITED §
§ **(Joint Administration Requested)**
§ **(Emergency Hearing Requested)**
Debtor. §

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 §
§ **(Joint Administration Requested)**
§ **(Emergency Hearing Requested)**
Debtor. §

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%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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.MELENDZ@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known)

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE			\$294,769.94	
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: HAOTAI518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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:



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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

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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

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker

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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.

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:



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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 Penn

Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

Geoffrey Walker

**BOARD OF DIRECTORS OF
KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

Geoffrey Walker

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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

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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

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Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

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Geoffrey Walker

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Geoffrey Walker

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KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

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**BOARD OF MANAGERS OF
KIDKRAFT PARTNERS, LLC**

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Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

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Geoffrey Walker
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SOLOWAVE DESIGN HOLDINGS LIMITED**

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

Debtor Name Solowave Design Holdings Limited
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 Form 204)
Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

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

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
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

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 International 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 place of business: 1565 Carling Avenue, Ottawa ON K1Z 8R1
Mailing address, if different from principal place of business

Location of principal assets, if different from principal place of business

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

Debtor Solowave International Inc.
Name

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 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 "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 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

Debtor Solowave International Inc. Case number (if known) _____
Name

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 MM / DD / YYYY Case number _____

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

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

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety. What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____

Where is the property? _____
Number Street

City State ZIP Code

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

Statistical and administrative information

Debtor Solowave International Inc.
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker
Signature of authorized representative of debtor
Title Chief Executive Officer

Geoffrey Walker
Printed name

Solowave International Inc.

Debtor Name Case number (if known)

18. Signature of attorney

X /s/William L. Wallander

Date 05/10/2024

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

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 INTERNATIONAL 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	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: § Case No. [●]
 §
SOLOWAVE INTERNATIONAL 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	50%
Solowave Design Inc.	1565 Carling Avenue, Suite 400 Ottawa, ON K1Z 8R1	50%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known)

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE			\$294,769.94	
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: HAOTA1518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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.

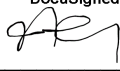
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IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

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

Daniel Penn

Geoffrey Walker

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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

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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

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker

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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.

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:



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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 Penn

Geoffrey Walker

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

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Daniel Penn

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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

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Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

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Geoffrey Walker

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**BOARD OF DIRECTORS OF
KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

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Geoffrey Walker

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**BOARD OF MANAGERS OF
KIDKRAFT EUROPE, LLC**

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**BOARD OF MANAGERS OF
KIDKRAFT PARTNERS, LLC**

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Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

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Geoffrey Walker

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN HOLDINGS LIMITED**

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

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Geoffrey Walker

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.

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Geoffrey Walker

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

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Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

Debtor Name Solowave International 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
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 declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
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.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 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 Mailing address, if different from principal place of business Location of principal assets, if different from principal place of business

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

Debtor Solowave Design LP
Name

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 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 "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 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

Debtor Solowave Design LP
Name

Case number (if 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 MM / DD / YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No

Yes. Debtor See Rider 1 Relationship _____

List all cases. If more than 1, attach a separate list.

District _____ When MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?

Check all that apply:

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State ZIP Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

Debtor Solowave Design LP
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker

Signature of authorized representative of debtor

Geoffrey Walker

Printed name

Title Authorized Signatory

Solowave Design LP

Debtor Name Case number (if known)

18. Signature of attorney

X /s/William L. Wallander

Date 05/10/2024

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

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 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%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known)

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE			\$294,769.94	
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: HAOTAI518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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.

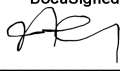
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IN WITNESS WHEREOF, the undersigned have executed this written consent to be effective as of the date first written above.

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

Daniel Penn

Geoffrey Walker

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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

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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

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

Geoffrey Walker

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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.

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:



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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
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Daniel Penn

Geoffrey Walker

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

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Daniel Penn
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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

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Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

DocuSigned by:
Geoffrey Walker

9B943E20E04B443
Geoffrey Walker

**BOARD OF DIRECTORS OF
KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

DocuSigned by:
Geoffrey Walker

9B943E20E04B443
Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT EUROPE, LLC**

DocuSigned by:
Geoffrey Walker
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Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT PARTNERS, LLC**

DocuSigned by:
Geoffrey Walker
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Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

DocuSigned by:
Geoffrey Walker
9B943E20E04B443...

Geoffrey Walker

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN HOLDINGS LIMITED**

DocuSigned by:
Geoffrey Walker
9B943E20E04B443...

Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

DocuSigned by:
Geoffrey Walker

Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.

DocuSigned by:
Geoffrey Walker

9B943E20E04B443
Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

9B943E20E04B443
Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

Debtor Name Solowave Design 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 Form 204)
Other document that requires a declaration Corporate Ownership Statement; List of Equity Security Holders

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

Executed on 05/10/2024 MM / DD / YYYY

/s/Geoffrey Walker 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.



Commissioner for Taking Affidavits (or as may be)

LAUREN SCOTT

LSO NO. 848100

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Northern District of Texas

(State)

Case number (if known): Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

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 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 place of business Mailing address, if different from principal place of business Location of principal assets, if different from principal place of business

5. Debtor's website (URL)

Debtor Solowave Design Inc.
Name

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 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 "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 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

Debtor Solowave Design Inc.
Name

Case number (if 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 MM / DD / YYYY Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

No

Yes. Debtor See Rider 1 Relationship _____

List all cases. If more than 1, attach a separate list.

District _____ When MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?

Check all that apply:

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

It needs to be physically secured or protected from the weather.

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____ State ZIP Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

Debtor Solowave Design Inc.
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input checked="" type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

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

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

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

Executed on 05/10/2024
MM / DD / YYYY

X /s/Geoffrey Walker

Geoffrey Walker

Signature of authorized representative of debtor

Printed name

Title Chief Executive Officer

Solowave Design Holdings Limited

Debtor Name Case number (if known)

18. Signature of attorney

X /s/William L. Wallander
Signature of attorney for debtor

Date 05/10/2024
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 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%

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): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims on a Consolidated Basis and Are Not Insiders 12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person 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 contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of 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: BAT-US-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@MIDOCEANPARTNERS.COM	SUBORDINATED 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.COM -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: DINGWEIBO@HZ-JINRAN.COM	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.

Case number (if known)

	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		
					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@MIDOCEANPARTNERS.COM	MANAGEMENT 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	ACCOUNTING 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.COM	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.

Case number (if known)

	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		
					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: MENRICHS_4@163.COM	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@DISNEY.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@MATTEL.COM	TRADE PAYABLE			\$376,073.28	

Debtor KidKraft, Inc. et al.

Case number (if known)

	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		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	TARGET CORPORATION C/O VENDOR INCOME PO BOX 860363 MINNEAPOLIS, MN 55486-0363	EMAIL: VENDOR.INCOME@TARGET.COM	TRADE PAYABLE			\$294,769.94	
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: HAOTA1518@163.COM	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.COM / TEOLIVIA@HUNGFAIGROUP.COM	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 "**1L 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 "**1L 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

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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:



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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

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Johnnie Goodner

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN INC.**

Geoffrey Walker

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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.

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:



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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.**

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Daniel Penn
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Daniel Penn

Geoffrey Walker

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**

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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

9B943E20E04B443
Geoffrey Walker

Jill Frizzley

**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN CORP.**

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

**BOARD OF DIRECTORS OF
KIDKRAFT INTERNATIONAL HOLDINGS,
INC.**

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT EUROPE, LLC**

DocuSigned by:
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Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT PARTNERS, LLC**

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Geoffrey Walker

**BOARD OF MANAGERS OF
KIDKRAFT INTERNATIONAL IP
HOLDINGS, LLC**

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**BOARD OF DIRECTORS OF
SOLOWAVE DESIGN HOLDINGS LIMITED**

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Geoffrey Walker

Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE DESIGN INC.

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Johnnie Goodner

BOARD OF DIRECTORS OF SOLOWAVE INTERNATIONAL INC.

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Johnnie Goodner

BOARD OF DIRECTORS OF KIDKRAFT GROUP HOLDINGS, LLC

Daniel Penn

DocuSigned by:
Geoffrey Walker

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Geoffrey Walker

Jill Frizzley

Fill in this information to identify the case and this filing:

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

Executed on 05/10/2024
MM / DD / YYYY

/s/Geoffrey Walker
Signature of individual signing on behalf of debtor

Geoffrey Walker
Printed name
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

OSLER, HOSKIN & HARCOURT LLP

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Lawyers for the Applicant

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**

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

**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

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

Court File No:

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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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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

APPLICATION RECORD OF THE APPLICANT

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