

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS**

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<u>In re</u>)	Chapter 11
)	
Instant Brands Acquisition Holdings Inc.,)	Case No 23-90716 (DRJ)
)	
Debtors.)	(Jointly Administered)
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STATEMENT OF FINANCIAL AFFAIRS FOR

Instant Brands Inc.

Case No: 23-90727 (DRJ)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: INSTANT BRANDS ACQUISITION HOLDINGS INC., <i>et al.</i>,¹ <p style="text-align: center;">Debtors.</p>	§ § § § § § §	Chapter 11 Case No. 23-90716 (DRJ) Jointly Administered
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**GLOBAL NOTES AND STATEMENTS OF LIMITATION, METHODOLOGY, AND
DISCLAIMERS REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND
LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

The schedules of assets and liabilities (collectively, as may be amended from time to time, the “**Schedules**”) and the statements of financial affairs (collectively, as may be amended from time to time, the “**Statements**” and, together with the Schedules, the “**Schedules and Statements**”) filed by Instant Brands Acquisition Holdings Inc. (“**Instant Brands**” or the “**Company**”) and certain of its affiliates (the “**Debtors**”), each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) pending in the United States Bankruptcy Court for the Southern District of Texas Houston Division (the “**Bankruptcy Court**”), were prepared, pursuant to section 521 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and rule 1007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), by management of the Debtors, with the assistance of the Debtors’ advisors.

Although the Debtors’ management made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances and based on information available at the time of preparation, subsequent information or discovery may result in material changes to the Schedules and Statements, and inadvertent errors, inaccuracies, or omissions may have occurred or may occur in the future.

The Schedules and Statements are unaudited and subject to potential material adjustment. Because the Schedules and Statements contain unaudited information and remain subject to further review, verification, and potential material adjustment, there can be no assurance that these Schedules and Statements are complete or accurate. Nothing contained in the Schedules and Statements shall constitute a waiver of any right of the Debtors, and the Debtors reserve all rights

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or registration numbers in the applicable jurisdictions, are as follows: Instant Brands (Texas) Inc. (2526); Instant Brands Acquisition Holdings Inc. (9089); Instant Brands Acquisition Intermediate Holdings Inc. (3303); Instant Brands Holdings Inc. (3318); URS-1 (Charleroi) LLC (7347); Instant Brands LLC (0566); URS-2 (Corning) LLC (8085); Corelle Brands (Latin America) LLC (8862); EKCO Group, LLC (7167); EKCO Housewares, Inc. (0216); EKCO Manufacturing of Ohio, Inc. (7300); Corelle Brands (Canada) Inc. (5817); Instant Brands (Canada) Holding Inc. (4481); Instant Brands Inc. (8272); and Corelle Brands (GHC) LLC (9722). The address of the debtors’ corporate headquarters is 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515.

to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, the right to dispute or otherwise assert offsets or defenses to any claim reflected in the Schedules and Statements as to amount, priority, character, or validity, to amend the Debtor against which such claim should be asserted, or to otherwise subsequently designate any claim as “disputed,” “contingent,” or “unliquidated.”

The Schedules and Statements have been signed by Adam Hollerbach, Chief Restructuring Officer of the Debtors. Accordingly, in reviewing and signing the Schedules and Statements, Mr. Hollerbach necessarily relied upon the efforts, statements, and representations of the Debtors’ other personnel and professionals. Mr. Hollerbach has not (and could not have) personally verified the accuracy of each such statement and representation, including, statements and representations concerning amounts owed to creditors, classification of such amounts, and their addresses. No Debtor nor any officer, employee, agent, attorney, financial, or other advisor shall be liable for any loss or injury arising out of or caused in whole or in part by the acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained in the Schedules and Statements. Except as expressly required by the Bankruptcy Code, the Debtors, their officers, employees, agents, attorneys, and financial and other advisors expressly do not undertake any obligation to update, modify, revise, or recategorize any information provided in the Schedules and Statements or to notify any third party should the information be updated, modified, revised, or recategorized. The Debtors, on behalf of themselves, their officers, employees, agents, attorneys, and financial and other advisors disclaim any liability to any third party arising out of or related to the information contained in the Schedules and Statements and reserve all rights with respect thereto.

The Schedules and Statements and Global Notes (as defined below) should not be relied upon by any persons for information relating to current or future financial conditions, events, or performances of the Debtors or any of their non-Debtor affiliates.

These Global Notes and Statements of Limitation, Methodology, and Disclaimers Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs (the “**Global Notes**”) are incorporated by reference in, and comprise an integral part of, all of the Schedules and Statements, and should be referred to and considered in connection with any review of the Schedules and Statements.²

Description of the Cases and Reporting Date

On June 12, 2023, (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under the Bankruptcy Code before the Bankruptcy Court. The Debtors remain in possession of their property and continue to operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases are being jointly

² These Global Notes supplement and are in addition to any specific notes contained in each Debtor’s Schedules or Statements. The fact that the Debtors have prepared a Global Note with respect to any Debtor’s individual Schedules and Statements and not to those of another should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Note to any other Debtor’s Schedules and Statements, as appropriate. Disclosure of information in one Schedule, one Statement, or an exhibit or attachment to a Schedule or Statement, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedule, Statement, exhibit, or attachment.

administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* [Docket No. 40] entered by the Bankruptcy Court on June 13, 2023 in each of the Chapter 11 Cases. On June 27, 2023, the Office of the United States Trustee for the Southern District of Texas appointed an Official Committee of Unsecured Creditors (the “**Committee**”) pursuant to section 1102 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases. Additional information about these Chapter 11 Cases, court filings, and claims information is available on the Debtors’ case information website located at <https://dm.epiq11.com/InstantBrands>.

The asset and liability information provided in the Schedules and Statements, except as otherwise noted, represents the asset and liability data of the Debtors as of May 31, 2023 (the “**Reporting Date**”).

Basis of Presentation

The Company is the sole owner of Instant Brands Acquisition Intermediate Holdings Inc., which is the sole owner of Instant Brands Holdings Inc. Instant Brands Holdings Inc. is the direct or indirect parent of all the other Debtors in the Chapter 11 Cases as well as other non-Debtor affiliates. Its consolidated financial statements are audited annually. Combining the assets and liabilities set forth in the Debtors’ Schedules and Statements would result in amounts that would be substantially different from financial information that would be prepared on a consolidated basis under Generally Accepted Accounting Principles (“**GAAP**”). Therefore, the Schedules and Statements do not purport to represent financial statements prepared in accordance with GAAP nor are they intended to fully reconcile to the consolidated financial statements prepared by the Debtors. Unlike the consolidated financial statements, the Schedules and Statements reflect the assets and liabilities of each separate Debtor, except where otherwise indicated. Information contained in the Schedules and Statements has been derived from the Debtors’ books and records. The information presented has been reported in these Schedules and Statements in the good faith belief the information provided is responsive and accurate.

Moreover, given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent a Debtor shows more assets than liabilities, it is not an admission that such Debtor was solvent as of the Petition Date or at any time prior thereto. Likewise, to the extent a Debtor shows more liabilities than assets, it is not an admission that such Debtor was insolvent as of the Petition Date or any time prior thereto.

Amendment

While reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time as is deemed necessary or appropriate.

General Disclosures Applicable to Schedules and Statements

1. **Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third parties as assets in the Schedules and Statements. Each Debtor reserves all of its rights with respect to any claims or causes of action (including avoidance actions), controversy, right of setoff, crossclaim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity, or pursuant to any other theory of law (collectively, “Causes of Action”) they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any claims or Causes of Action or in any way prejudice or impair the assertion of such claims or Causes of Action.

2. **Recharacterization.** The Debtors have made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. However, the Debtors may have improperly characterized, classified, categorized, designated, added, or omitted certain items. The Debtors reserve all of their rights to recharacterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as deemed necessary or appropriate, including, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired post-petition.

3. **Claim Designations.** Each Debtor reserves all of its rights to dispute, and to assert setoff rights, counterclaims, crossclaims, and defenses to any claim reflected on the Schedules or Statements on any grounds, including with respect to amount, priority, character, or validity, and to otherwise subsequently designate any claim as “undetermined,” “unknown,” “disputed,” “contingent,” or “unliquidated.”

4. **Unliquidated Claim Amounts.** Claim amounts that could not be readily quantified by the Debtors are scheduled as “unliquidated.”

5. **Undetermined Amounts.** The description of an amount as “undetermined,” “unknown,” “disputed,” “contingent,” or “unliquidated” is not intended to reflect upon the materiality of such amount.

6. **Court Orders.** Pursuant to certain interim and final “first day” orders entered by the Bankruptcy Court (the “**First Day Orders**”), the Debtors were authorized (but not directed) to pay, among other things, certain prepetition claims of employees, insurance related obligations, critical vendors, and taxing authorities. Accordingly, these liabilities may have been or may be satisfied in accordance with such orders and therefore generally are not listed in the Schedules and Statements. Regardless of whether such claims are listed in the Schedules and Statements, to the extent such claims are paid pursuant to an order of the Bankruptcy Court (including the First Day Orders), the Debtors reserve all rights to amend or supplement their Schedules and Statements or

object to scheduled amounts or proofs of claim as deemed necessary or appropriate. Nothing herein shall be deemed to alter the rights of any party in interest to contest a payment made pursuant to a First Day Order that preserves the right to dispute any amounts required to be paid to satisfy prepetition claims.

7. **Valuation.** In many instances, current market valuations are not maintained by or readily available to the Debtors. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtors to obtain current market valuations of all of their assets. Accordingly, unless otherwise indicated, net book values as of the Reporting Date are reflected on the Schedules and Statements. Exceptions to this include operating cash, cash equivalents, and certain other assets. Operating cash is presented as bank balances as of the Petition Date. Certain other assets, such as investments in subsidiaries, goodwill, and other intangible assets, are listed as undetermined amounts, as the net book values may vary materially from fair market values. Amounts ultimately realized may vary from net book value (or other value so ascribed) and such variance may be material. Accordingly, the Debtors reserve all rights to amend, supplement, and adjust the value of each asset set forth herein. In addition, the amounts shown for total liabilities exclude items identified as “unknown” or “undetermined,” and, thus, ultimate liabilities may differ materially from those stated in the Schedules and Statements.

8. **Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and post-petition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and post-petition periods may change, and such changes may be material. The Debtors reserve the right to amend the Schedules and Statements or object to scheduled amounts or proofs of claim as they deem appropriate in this regard.

9. **Excluded Assets and Liabilities.** The Debtors believe that they have identified, but did not necessarily value, all material categories of assets and liabilities in the Schedules and Statements. The Debtors have excluded certain tax accruals and liabilities from the Schedules and Statements, including accrued salaries, employee benefit accruals, paid time off, accounts payable credit balances, and deferred gains. The Debtors also have excluded rejection damage claims of counterparties to executory contracts and unexpired leases that may be rejected (if any), to the extent such damage claims exist. In addition, certain immaterial assets and liabilities may have been excluded.

10. **Contingent Assets.** The Debtors may possess certain claims and causes of action against various parties. The Debtors may also possess contingent claims in the form of various avoidance actions they could commence under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws. The Debtors, despite reasonable efforts, may not have set forth all such causes of action against third parties as assets in their Schedules and Statements. The Debtors reserve all of their rights with respect to any claims, causes of action, or avoidance actions they may have and nothing contained in these Global Notes or the Schedules and Statements shall be deemed a waiver of any such claims, avoidance actions, or causes of action, or shall in any way prejudice or impair the assertion of such claims.

Additionally, prior to the Petition Date, certain Debtors, as plaintiff, may have commenced various lawsuits in the ordinary course of its business against third parties seeking monetary damages.

11. **Intercompany Accounts.** The Debtors maintain intercompany accounts in their books and records that record the rendering of services or transfers of cash or other assets between affiliates of the Company. Although reasonable efforts have been made to attribute these transactions to the correct legal entity, the Debtors reserve the right to modify or amend the Schedules and Statements to attribute such transactions and the resulting receivables and payables balances, to a different legal entity, as is deemed necessary or appropriate. Intercompany accounts are reported based on the net amount that is expected to be collected or payable by each Debtor entity, considering offsets of other intercompany accounts outstanding, as more fully summarized in the Debtors' Intercompany Matrix included in Schedule E/F, Part 2, Sub-Schedule 3, Question 3. For additional information regarding the Debtors' intercompany transactions and related cash management protocols, please refer to the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing (A) Debtors to Continue to Maintain Existing Cash Management System, Bank Accounts, and Business Forms, (B) Debtors to Open and Close Bank Accounts, and (C) Financial Institutions to Administer the Bank Accounts and Honor and Process Related Checks and Transfers, (II) Waiving Deposit and Investment Requirements, (III) Allowing Intercompany Transactions and Affording Administrative Expense Priority to Post-Petition Intercompany Claims, and (IV) Authorizing Debtors to Continue Utilizing the C2FO Platform* [Docket No. 7] (the "**Cash Management Motion**").

Receivables and payables among the Debtors and between Debtors and non-Debtors (each an "**Intercompany Receivable**" or "**Intercompany Payable**") are reported in the Schedules based upon the gross intercompany balances. To the extent that a Debtor owes an Intercompany Payable, it is reported on Schedule E/F as a liability of such Debtor. To the extent that a Debtor has an Intercompany Receivable, it is reported on Schedule A/B as an asset of such Debtor.

12. **Guarantees, Indemnifications, and Other Secondary Liability Claims.** The Debtors have used reasonable efforts to locate and identify guarantees, indemnifications, and other secondary liability claims (collectively, "**Guarantees**") in their executory contracts, unexpired leases, secured financings, debt instruments, and other agreements. Where such Guarantees have been identified, they have been included in Schedule H for each Debtor affected by such Guarantees. However, certain Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other agreements may have been inadvertently omitted. The Debtors may identify additional guarantees as they continue their review of their books and records, executory contracts, unexpired leases, secured financing, debt instruments, and other such agreements, and will amend their Schedules and Statements as deemed appropriate or necessary.

13. **Intellectual Property Rights.** Exclusion of certain intellectual property should not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated or otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property should not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated or otherwise expired by their terms, or

have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. The Debtors have used reasonable efforts to attribute intellectual property to the rightful Debtor owner, however, in some instances, intellectual property owned by one Debtor may, in fact, be owned by another Debtor or a non-Debtor. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all intellectual property rights.

14. **Executory Contracts.** The Debtors have not set forth all executory contracts as assets in the Schedules and Statements. The Debtors' executory contracts have been set forth in Schedule G. In addition, the businesses of the Debtors are complex. The Debtors have used reasonable efforts to properly identify all executory contracts and unexpired leases, but inadvertent errors, omissions, or overinclusion may have occurred.

15. **Estimates.** To prepare and file the Schedules as close to the Petition Date as possible, management may have been required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities. The Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions or not to amend them.

16. **Fiscal Year.** Each Debtor's fiscal year ends on December 31.

17. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

18. **Liens.** The inventories, property, and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such inventories, property, and equipment, including any asserted mechanics', materialmen, or similar liens. The Debtors reserve their right to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be perfected by a creditor.

19. **Property and Equipment.** Unless otherwise indicated, owned property (including real property) and equipment are stated at net book value. The Debtors may lease real estate, furniture, fixtures, goods, and equipment from certain third-party lessors or other Debtor entities. Any such leases are set forth in the Schedules and Statements. Nothing in the Schedules and Statements is or should be construed as an admission as to the determination of the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to same.

20. **Claims of Third-Party Related Entities.** While the Debtors have used reasonable efforts to properly classify each claim listed in the Schedules as being either determined or undetermined, disputed or undisputed, liquidated or unliquidated, and contingent or noncontingent, the Debtors have not been able to fully reconcile all payments made to certain third parties and their related entities on account of the Debtors' obligations to such parties. Therefore, to the extent that a Debtor classified its estimate of claims of a creditor as disputed, all claims of such creditor's affiliates listed in the Schedules and Statements shall similarly be considered disputed, whether or not they are designated as such.

21. **Interest in Subsidiaries and Affiliates.** The Company is the sole owner of Instant Brands Acquisition Intermediate Holdings Inc., which is the sole owner of Instant Brands Holdings Inc. Instant Brands Holdings Inc. owns directly or indirectly all of the equity interest in 29

subsidiaries and affiliates, comprised of 12 Debtors and 17 non-Debtor entities and branches. Interests in subsidiaries arise from stock ownership or ownership through a membership interest. Each Debtor's Schedule A/B 15 or Statement 25 schedules its ownership interests, if any, in subsidiaries and affiliates. Assets such as investments in subsidiaries are listed as undetermined amounts as of the Petition Date because the book values may materially differ from fair market values. Although reasonable efforts have been made to attribute interest in subsidiaries and affiliates to the correct legal entity, the Debtors reserve the right to modify or amend their Schedules and Statements to attribute such interest to a different legal entity, as deemed necessary or appropriate.

22. **Umbrella or Master Agreements.** Contracts listed in the Schedules and Statements may be umbrella or master agreements that cover relationships with some or all of the Debtors. Where relevant, such agreements may have been listed in the Schedules and Statements of only the Debtor that signed the original umbrella or master agreement.

23. **Other Paid Claims.** To the extent the Debtors have reached any post-petition settlement with a vendor or other creditor, the terms of such settlement will prevail, supersede amounts listed in the Schedules and Statements or any claims filed in connection therewith, and shall be enforceable by all parties, subject to Bankruptcy Court approval (if needed). To the extent the Debtors pay any of the claims listed in the Schedules and Statements pursuant to any orders entered by the Bankruptcy Court, the Debtors reserve all rights to amend and supplement the Schedules and Statements and take other action, or not to amend or supplement or take other action, as deemed necessary or appropriate to avoid overpayment or duplicate payment for such liabilities.

24. **Setoffs and Recoupment.** The Debtors routinely take and are subject to setoffs with customers and vendors in the ordinary course of their business. Setoffs in the ordinary course can occur in various forms including intercompany transactions and business dealings between companies, pricing discrepancies, returns, refunds, royalties, chargebacks, rebates, discounts, and disputes between the Debtors and their customers or vendors such that setoffs or recoupment may exist or be invoked. These setoffs are consistent with the ordinary course of business in the Debtors' industry and can be voluminous, burdensome, and costly for the Debtors to regularly document. Some amounts listed may have been affected by setoffs taken of which the Debtors are not yet aware. The Debtors reserve all rights to challenge any setoff and/or recoupment rights which may be asserted. To the extent permitted by law or by the respective contract, the Debtors have set off certain assets and liabilities where they are expected, based on the Debtors' normal course of business, to be net settled. These assets and liabilities are presented and reported in the net amount expected to be received or paid by the Debtors, as applicable.

25. **Insiders.** For purposes of the Schedules and Statements, the Debtors define "insiders" as (a) officers, directors, and anyone in control of a corporate debtor and their relatives and (b) affiliates of the Debtor and insiders of such affiliates. Entities or persons (each as defined in section 101 of the Bankruptcy Code) listed as "insiders" have been included for informational purposes and their inclusion shall not constitute an admission that those entities or persons are insiders for purposes of section 101(31) of the Bankruptcy Code. The listing of an entity or person as an insider for purposes of the Schedules and Statements is not intended to be, nor should it be, construed as an admission of any fact, right, claim, or defense and all such rights, claims, and defenses are hereby expressly reserved. Information regarding the individuals listed as

insiders in the Schedules and Statements has been included for informational purposes only and such information may not be used for any purpose, including to determine (a) control of any Debtor, (b) the extent to which any individual exercised management responsibilities or functions, (c) corporate decision-making authority over any Debtor, or (d) whether such individual could successfully argue that he or she is not an insider under applicable law, including the Bankruptcy Code and federal securities laws, or with respect to any theories of liability. In addition, the Debtors used the best information available to them to determine the list of former directors and officers reflected in the Schedules and Statements, and reserve all rights to modify or amend such list.

26. **Payments.** The financial affairs and businesses of the Debtors are complex. Prior to the Petition Date, the Debtors maintained a cash management and disbursement system in the ordinary course of their businesses (the “**Cash Management System**”) (as described in the Cash Management Motion). Although reasonable efforts have been made to attribute open payable amounts to the correct legal entity, the Debtors reserve the right to modify or amend the Schedules and Statements to attribute such payment to a different legal entity, as deemed necessary or appropriate. Payments made are listed by the legal entity making such payment notwithstanding that many such payments may have been made on behalf of another legal entity.

27. **Totals.** All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total. To the extent a Debtor is a guarantor of debt held by another Debtor, the amounts reflected in the Schedules are inclusive of each Debtor’s guarantor obligations.

28. **Duplication.** Certain of the Debtors’ assets, liabilities, and prepetition payments may properly be disclosed in multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have endeavored to only list such assets, liabilities, and prepetition payments once.

29. **Confidential and Personal Identifying Information.** There may be instances in the Schedules and Statements where the Debtors deemed it necessary or appropriate to redact from the public record information such as names, addresses, or amounts. Generally, the Debtors have used this approach because of a confidentiality agreement between the Debtors and a third party, for the protection of sensitive commercial information, or for the privacy of an individual. Furthermore, by order of the Bankruptcy Court [Docket No. 87], personal identifying information, such as mailing addresses of individuals, has been redacted from the Schedules and Statements.

Specific Notes Regarding Schedule A/B

1. **Schedule A/B, Part 1, Question 3 – Checking, savings, or other financial accounts, CDs, etc.** Schedule A/B, Part 1, Question 3 lists closing bank balances as of the Reporting Date.

2. **Schedule A/B, Part 2, Questions 5-8 – Deposits and prepayments.** Certain prepaid, deposits, or amortized assets are listed in Part 2 in accordance with the Debtors’ books and records. The amounts listed in Part 2 do not necessarily reflect assets the Debtors will be able

to collect or realize. The amounts listed in Part 2 include, among other things, prepaid rent, prepaid IT maintenance, prepaid insurance, and prepaid professional expenses.

3. **Schedule A/B Part 3, Questions 10-12 – Accounts receivable.** The Debtors' accounts receivable information includes receivables from the Debtors' customers, vendors, or other outside parties, which are calculated net of any amounts that, as of the Reporting Date, may be owed to such parties in the form of offsets or other price adjustments pursuant to the Debtors' customer programs and day-to-day operations or may, in the Debtors' opinion, be difficult to collect from such parties due to the passage of time or other circumstances. The accounts receivable balances in this section exclude intercompany related receivables.

4. **Schedule A/B, Part 4, Question 15 / Schedule A/B, Part 11, Question 71 – Stock and interests in incorporated and unincorporated businesses and Notes Receivable.** See Schedule A/B, Part 4, Question 15 for additional businesses the Debtors were a parent of or owned a significant interest in.

5. **Schedule A/B, Part 5, Questions 19-22 – Inventories.** The Debtors' inventories include goods warehoused on the Debtors property as well as goods in-transit over which the Debtors have title, and is calculated in accordance with GAAP based the standard cost established by the Debtors, net of certain reserves, including for damaged, slow-moving and obsolete inventories and write offs, which in the opinion of the Debtors may reduce the value of its inventories as of the Reporting Date.

6. **Schedule A/B, Part 7, Questions 39-42 / Schedule A/B, Part 8, Questions 47-50 - Office furniture, fixtures, and equipment; and collectibles and Machinery, equipment, and vehicles.** Certain of the Debtors' office furniture, fixtures, and equipment; and collectibles and machinery, equipment, and vehicles are not capitalized based on its accounting policies and procedures. These assets are not listed herein.

7. **Schedule A/B, Part 7, Questions 39-42 / Schedule A/B, Part 8, Questions 47-50 / Schedule 9, Question 55 – Office furniture, fixtures, and equipment; collectibles and Machinery, equipment, and vehicles; and Real estate property.** The Debtors present property and equipment items net of their respective accumulated depreciation and other reserves. The Debtors possess both owned and leased fixed assets.

8. **Schedule A/B, Part 10 – Intangibles and intellectual property.** The Debtors license intangibles and intellectual property from third parties in the ordinary course of business. These assets, which include trademarks, are excluded from Schedule A/B and are listed in Schedule G, Executory Contracts and Unexpired Leases.

9. **Schedule A/B, Part 11, Question 77 – Other property of any kind not already listed.** The Debtors present precious metals and book value, net of reserves. The Debtors possess both owned and leased precious metals.

Specific Notes Regarding Schedule D

Except as otherwise agreed pursuant to a stipulation or agreed order or general order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the

validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D of any Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including, without limitation, any intercompany agreement) related to such creditor's claim. Further, while the Debtors have included the results of Uniform Commercial Code searches, the listing of such results is not, nor shall it be deemed, an admission as to the validity of any such lien. Conversely, the Debtors made reasonable, good-faith efforts to include all liens on Schedule D, but may have inadvertently failed to include an existing lien because of, among other things, the possibility that a lien may have been imposed after the Uniform Commercial Code searches were performed or a vendor may not have filed the requisite perfection documentation. Moreover, the Debtors have not included on Schedule D parties that may believe their claims are secured through setoff rights or inchoate statutory lien rights. The Debtors have reported outstanding letters of credit in Schedule D. Although there are multiple parties that may hold a portion of the Debtors' funded debt, only the administrative agents have been listed for purposes of Schedule D. The amounts reflected outstanding under the Debtors' prepetition loan facilities reflect the principal amounts stipulated in the *Final Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Superpriority Post-Petition Financing and (B) Use Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Providing Adequate Protection to Prepetition Secured Parties, and (IV) Granting Related Relief* [Docket No. 257].

In certain instances, a Debtor may be a co-obligor, co-mortgagor, or guarantor with respect to scheduled claims of other Debtors, and no claim set forth on Schedule D of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities. The descriptions provided in Schedule D are intended only as a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements or related documents.

Except as specifically stated herein, certain real property lessors, equipment lessors, utility companies, and other parties which may hold security deposits or other security interests have not been listed on Schedule D and have not filed a UCC-1 financing statement.

Any changes to the status of any liens or security rights since the Petition Date may not be adequately reflected in Schedule D. Therefore, the Debtors may have listed claims with secured status that have changed, or failed to list certain parties whose claims may be secured through rights of setoff, deposits or advance payments posted by, or on behalf of, the Debtors, or judgment or statutory lien rights on Schedule D.

Specific Notes Regarding Schedule E/F

1. **Schedule E/F, Part 1, Question 1 – Creditors Holding Priority Unsecured Claims.** The Debtors reserve all rights to dispute the amount, priority, character, or validity of any claim on Schedule E/F on any basis at any time. Claims owing to various taxing authorities to which the Debtors potentially may be liable are included on the Debtors' Schedule E/F. Certain

of such claims, however, may be subject to ongoing audits and/or the Debtors otherwise are unable to determine with certainty the amount of the remaining claims listed on Schedule E/F. Therefore, the Debtors have listed all such claims as unknown in amount, pending final resolution of ongoing audits or other outstanding issues.

The Bankruptcy Court entered an order granting authority to the Debtors, on a final basis, to pay certain prepetition employee wage and other obligations in the ordinary course [Docket No. 79] (the “**Wages Order**”). Pursuant to the Wages Order, the Bankruptcy Court granted the Debtors authority to pay or honor certain prepetition obligations for employee wages, salaries, bonuses, and other compensation, reimbursable employee expenses, and employee medical and similar benefits. The Debtors have not listed on Schedule E/F any wage or wage-related obligations for which the Debtors have been granted authority to and intend to pay pursuant to the Wages Order except for contingent unliquidated claims for the Pension Benefit Guaranty Corporation and United Steelworkers International Union, each of which are members of the Committee. *See* Docket No. 177. The Debtors have not included accrued paid time off balances as of the Petition Date in the Schedules and Statements. The Debtors will make available to their employees accrued paid time off balances as of the date of their termination of employment with the Debtors and supplement the Schedules and Statements as necessary.

2. Schedule E/F, Part 2, Question 3 – Creditors Holding Nonpriority Unsecured Claims. The Debtors have used commercially reasonable efforts to list all general unsecured claims against the Debtors on Schedule E/F based upon the Debtors’ existing books and records.

Schedule E/F does not include certain deferred credits, deferred charges, deferred liabilities, accruals, or general reserves. Such amounts are general estimates of liabilities and do not represent specific claims as of the Petition Date; however, such amounts are reflected on the Debtors’ books and records as required in accordance with GAAP. Such accruals are general estimates of liabilities and do not represent specific claims as of the Petition Date.

The claims listed in Schedule E/F arose or were incurred on various dates. In certain instances, the date on which a claim arose is an open issue of fact. Determining the date upon which each claim in Schedule E/F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each claim listed on Schedule E/F.

Schedule E/F contains information regarding potential and pending litigation involving the Debtors. In certain instances, the Debtor that is the subject of the litigation is unclear or undetermined. To the extent that litigation involving a particular Debtor has been identified, however, such information is contained in the Schedule for that Debtor (even though the litigation may actually impact another Debtor or non-Debtor affiliate).

Schedule E/F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption, or assumption and assignment, of an executory contract or unexpired lease. In addition, Schedule E/F does not include rejection damage claims of the counterparties to the executory contracts and unexpired leases that have been or may be rejected, to the extent such damage claims exist.

Except in certain limited circumstances, the Debtors have not scheduled contingent and unliquidated liabilities related to guaranty obligations on Schedule E/F. Such guaranties are, instead, listed on Schedule H.

The claims of individual creditors for, among other things, goods, services, or taxes listed on the Debtors' books and records may not reflect credits or allowances due from such creditors. The Debtors reserve all of their rights in respect of such credits or allowances. The dollar amounts listed may be exclusive of contingent or unliquidated amounts.

3. **Schedule E/F, Part 2, Question 3 – Trade Payables.** Trade payables listed on Schedule E/F contain the prepetition liability information available to the Debtors as of the filing date of the Schedules. This information may include invoices that were paid or will be paid subsequent to the Petition Date related to prepetition obligations pursuant to the certain First Day Orders.

Specific Notes Regarding Schedule G

While the Debtors' existing books, records, and financial systems have been relied upon to identify and schedule executory contracts on each of the Debtor's Schedule G, and while the Debtors have devoted substantial internal and external resources to identifying and providing the requested information for as many executory contracts as possible and to ensuring the accuracy of Schedule G, inadvertent errors, omissions, or over-inclusions may have occurred. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G. The Debtors hereby reserve all their rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G and to amend or supplement Schedule G as necessary. The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, or agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon.

In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider. The Debtors expressly reserve their rights to challenge whether such agreements constitute an executory contract, a single contract or agreement, or multiple, severable, or separate contracts.

In the ordinary course of business, the Debtors may have issued numerous purchase orders for supplies, product, and related items which, to the extent that such purchase orders constitute executory contracts, are not listed individually on Schedule G. To the extent that goods were delivered under purchase orders prior to the Petition Date, vendors' claims with respect to such

delivered goods are included on Schedule E/F. Similarly, in the ordinary course of business, the Debtors may have issued numerous statements of work or similar documents for services which, to the extent that such statements of work or similar documents constitute executory contracts, are not listed individually on Schedule G. To the extent that services were delivered under statements of work prior to the Petition Date, vendors' claims with respect to such services are included on Schedule E/F.

As a general matter, certain of the Debtors' executory contracts and unexpired leases could be included in more than one category. In those instances, one category has been chosen to avoid duplication. Further, the designation of a category is not meant to be wholly inclusive or descriptive of the entirety of the rights or obligations represented by such contract.

Certain of the executory contracts and unexpired leases listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, right to lease additional space, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth separately on Schedule G. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their business, such as easements, rights of way, subordination, nondisturbance, and attornment agreements, supplemental agreements, amendments, letter agreements, title agreements, employment-related agreements, and confidentiality and non-disclosure agreements. Such documents may not be set forth in Schedule G. Certain of the executory agreements may not have been memorialized and could be subject to dispute.

The Debtors hereby reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim, to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G, and to amend or supplement Schedule G as necessary. Inclusion of any agreement on Schedule G does not constitute an admission that such agreement is an executory contract or unexpired lease and the Debtors reserve all rights in that regard, including, without limitation, that any agreement is not executory, has expired pursuant to its terms, or was terminated prepetition.

In addition, certain of the agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financings. The presence of a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtors reserve all their rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, or any document or instrument (including, without limitation, any intercreditor or intercompany agreement) related to a creditor's claim. Certain of the contracts, agreements, and leases listed on Schedule G may have been entered into by more than one of the Debtors. Further, the specific Debtor obligor to certain of the executory contracts or unexpired leases could not be specifically ascertained in every circumstance. In such cases, the Debtors used their reasonable best efforts to determine the correct Debtor's Schedule G on which to list such executory contract or unexpired lease.

In the ordinary course of business, the Debtors have entered into numerous contracts or agreements, both written and oral, regarding the provision of certain services on a month-to-month

basis. To the extent such contracts or agreements constitute executory contracts, these contracts and agreements may not be listed individually on Schedule G.

Certain of the executory contracts may not have been memorialized and could be subject to dispute; executory agreements that are oral in nature have not been included in Schedule G.

Certain of the executory contracts and unexpired leases listed in Schedule G were assigned to, assumed by, or otherwise transferred to certain of the Debtors in connection with, among other things, acquisitions involving the Debtors. The Debtors used their best efforts to determine the correct Debtor's Schedule G on which to list such executory contract or unexpired lease.

In the ordinary course of business, the Debtors may lease certain fixtures and equipment from certain third-party lessors for use in the daily operation of their business. The Debtors' obligations pursuant to capital leases appear on Schedule D and their obligations pursuant to operating leases have been listed on Schedule E/F. The underlying lease agreements are listed on Schedule G. Nothing in the Schedules and Statements is or shall be construed to be an admission as to the determination of the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to such issues.

The Debtors generally have not included on Schedule G any insurance policies, the premiums for which have been prepaid or financed and paid in full as of the Petition Date. The Debtors submit that prepaid insurance policies are not executory contracts pursuant to section 365 of the Bankruptcy Code because no further payment or other material performance is required by the Debtors. Nonetheless, the Debtors recognize that in order to enjoy the benefits of continued coverage for certain claims under these policies, the Debtors may have to comply with certain non-monetary obligations, such as the provision of notice of claims and cooperation with insurers. In the event that the Bankruptcy Court were to ever determine that any such prepaid insurance policies are executory contracts, the Debtors reserve all of their rights to amend Schedule G to include such policies, as necessary or appropriate.

Specific Notes Regarding Schedule H

The Debtors are party to various debt agreements, which were executed by multiple Debtors. In the ordinary course of their business, the Debtors pay certain expenses on behalf of their affiliates. The Debtors may not have identified certain guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other agreements. Further, certain of the guarantees reflected on Schedule H may have expired or may no longer be enforceable. Thus, the Debtors reserve their rights to amend Schedule H to the extent that additional guarantees are identified, or such guarantees are discovered to have expired or become unenforceable.

In the ordinary course of their business, the Debtors may be involved in pending or threatened litigation and claims arising out of certain ordinary course of business transactions. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert crossclaims, or counterclaims against other parties. Because such claims are contingent, disputed, or unliquidated, such claims have not been set forth individually on Schedule H. However, some such claims may be listed elsewhere in the Schedules and Statements.

The inclusion of or failure to include any entity on Schedule H does not constitute a waiver or an admission that such entity is a co-debtor or co-liable with respect to any pending or threatened litigation. The Debtors reserve all rights with respect to any claims related to any pending or threatened litigation.

Specific Notes Regarding Statements

SOFA 1 & 2. The income stated in the Debtors' response to SOFA 1 is consistent with Net Sales and Other Income in the Debtors' books and records in the ordinary course. The Debtors' fiscal year ends on the last day of each calendar year.

- **FY 2021:** Comprised of revenues for the fiscal year ended December 31, 2021.
- **FY 2022:** Comprised of revenues for the fiscal year ended December 31, 2022.
- **Stub Period 2023:** Comprised of revenues for the five months ended May 31, 2023.

SOFA 3. As described in the Cash Management Motion, the Debtors maintain a complex cash management system to collect, concentrate, and disburse funds generated by their operations. The obligations of the Debtors are paid primarily through Instant Brands LLC and Instant Brands Inc., notwithstanding that certain obligations may be obligations of one or more of the Debtors.

The payments disclosed in SOFA 3 are based on payments made by the Debtors with payment dates from March 14, 2023 through June 11, 2023. Amounts still owed to creditors will appear on the Schedules for each Debtor, as applicable.

The response to SOFA 3 excludes regular salary payments and disbursements or transfers to insiders, which are listed on SOFA 4.

The response to SOFA 3 excludes payments for services of any entities that provided consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy for this period, which are listed on SOFA 11.

SOFA 4. The Debtors have included all payments made on or within 12 months before the Petition Date to any individual (and their relatives) or entity deemed an "insider." As to each Debtor, an individual or entity is designated as an "Insider" if such individual or entity, based on the totality of the circumstances, has at least a controlling interest in, or exercises sufficient authority over, the Debtor so as to dictate corporate policy and the disposition of corporate assets. The listing of a party as an "Insider" is not intended to be nor should be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right, or defense, and all such rights, claims, and defenses are hereby expressly reserved.

SOFA 7. Information provided on SOFA 7 includes both those legal disputes and administrative proceedings that are formally recognized by an administrative, judicial, or other adjudicative forum and those legal disputes that the Debtors are aware of and have

yet to commence. While the Debtors believe they were diligent in their efforts, it is possible that certain suits and proceedings may have been inadvertently excluded in the Debtors' response to SOFA 7. The Debtors reserve all of their rights to amend or supplement their response to SOFA 7.

SOFA 9. The donations and/or charitable contributions listed in response to SOFA 9 represent payments or donations of goods made to third parties during the applicable timeframe that were recorded as such within the Debtors books and records.

SOFA 10. In the ordinary course of business, the Debtors may occasionally incur losses for a variety of reasons, including theft of goods held on consignment and property damage. The Debtors, however, may not have records of all such losses to the extent such losses do not have a material impact on the Debtors' business.

SOFA 11. All payments to any entities that provided consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy within one year immediately preceding the Petition Date are listed on the applicable Debtor's response to SOFA 11. Additional information regarding the Debtors' retention of professional service firms is more fully described in individual retention applications and related orders.

SOFA 16. The Debtors collect personal information from employees and applicants. In addition, the Debtors collect a limited amount of information about customers and users via their website portals and mobile applications, over the telephone, or in person in order to provide products and services to customers and inform them of new products and services. The Debtors also collect personally identifiable information from customers in the course of their direct-to-consumer sales. Examples of the types of information collected by the Debtors include, among other things, name, mailing address, billing address, email, and telephone number. The Debtors retain such information as long as is necessary for the Debtors to comply with business, tax, and legal requirements.

SOFA 25. The Debtors have used their reasonable efforts to identify the beginning and ending dates of all businesses in which the Debtors were a partner or owned five percent or more of the voting or equity securities within the six years immediately preceding the Petition Date.

SOFA 26. The Debtors routinely provide financial statements to banks, customers, suppliers, tax authorities, landlords, factors, potential investors, and other financial institutions in the ordinary course, as well as in association with its restructuring efforts.

SOFA 27. According to the Debtors' policy, the Debtors perform cycle counts in the normal course of operations to assert the existence and condition of their inventories, whereas inventory items are counted at least twice a year. Additionally, the Debtors are performing monthly physical inventory count over finished goods. Following the completion of the count, variances are researched and adjusted in the Debtors' books and records. As such, the Debtors have counted all inventory on hand as of the Reporting Date

and it would be overly burdensome and impractical to list all inventory amounts by date on SOFA 27.

SOFA 30. Refer to SOFA 4 regarding all payments to insiders.

Instant Brands Inc.

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Part 1:**Income****1. Gross Revenue from business**☐ None

Identify the Beginning and Ending Dates of the Debtor's Fiscal Year, which may be a Calendar Year			Sources of Revenue (Check all that apply)	Gross Revenue (Before Deductions and Exclusions)		
From the beginning of the fiscal year to filing date:	From	1/1/2023 MM/DD/YYYY	to	5/31/2023 MM/DD/YYYY	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other	\$7,316,962.60
For prior year:	From	1/1/2022 MM/DD/YYYY	to	12/31/2022 MM/DD/YYYY	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other	\$59,508,300.61
For the year before that:	From	1/1/2021 MM/DD/YYYY	to	12/31/2021 MM/DD/YYYY	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other	\$175,854,530.00

Instant Brands Inc.

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Part 1:**Income****2. Non-business revenue**

Include revenue regardless of whether that revenue is taxable. Non-business income may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☐ None

				Description of Sources of Revenue	Gross Revenue (Before Deductions and Exclusions)
From the beginning of the fiscal year to filing date:	From	1/1/2023 MM/DD/YYYY	to 5/31/2023 MM/DD/YYYY	NON BUSINESS (OTHER) INCOME	\$7,359,227
For prior year:	From	1/1/2022 MM/DD/YYYY	to 12/31/2022 MM/DD/YYYY	NON BUSINESS (OTHER) INCOME	\$17,561,696
For the year before that:	From	1/1/2021 MM/DD/YYYY	to 12/31/2021 MM/DD/YYYY	NON BUSINESS (OTHER) INCOME	\$6,437,832

Instant Brands Inc.

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Part 2:**List Certain Transfers Made Before Filing for Bankruptcy****3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers-including expense reimbursements-to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575 (this amount may be adjusted on 04/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment).

☐ None

Creditor's Name and Address		Dates	Total Amount or Value	Reasons for Payment or Transfer
3.1	AMAZON WEB SERVICES, INC. SAN FRANCISCO, CA 94163	3/17/2023	\$7,590	<input type="checkbox"/> Secured debt
		5/23/2023	\$13,581	<input type="checkbox"/> Unsecured loan repayment <input checked="" type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other
TOTAL AMAZON WEB SERVICES, INC.			\$21,171	
3.2	CANADA CUSTOMS AND REVENUE ST. JOHNS TAX CENTRE, STATION A ST. JOHNS, NF A1B 4T4 CANADA	3/30/2023	\$92,997	<input type="checkbox"/> Secured debt
		4/27/2023	\$77,432	<input type="checkbox"/> Unsecured loan repayment <input type="checkbox"/> Suppliers or vendors
		5/30/2023	\$70,402	<input type="checkbox"/> Services <input checked="" type="checkbox"/> Other TAXES
TOTAL CANADA CUSTOMS AND REVENUE			\$240,831	
3.3	CBSA - CANADA BORDER SERVICES AGENC 355 NORTH RIVER ONTARIO, ON K1A 0L8 CANADA	3/30/2023	\$113,759	<input type="checkbox"/> Secured debt
		4/27/2023	\$77,052	<input type="checkbox"/> Unsecured loan repayment <input type="checkbox"/> Suppliers or vendors
		5/17/2023	\$2,523	<input type="checkbox"/> Services
		5/26/2023	\$101,686	<input checked="" type="checkbox"/> Other FREIGHT
TOTAL CBSA - CANADA BORDER SERVICES AGENC			\$295,019	
3.4	FEDERAL EXPRESS CANADA CORPORATION PO BOX 4626 TORONTO STN A TORONTO, ON M5W 5B4 CANADA	3/30/2023	\$4,431	<input type="checkbox"/> Secured debt
		4/6/2023	\$4,893	<input type="checkbox"/> Unsecured loan repayment <input type="checkbox"/> Suppliers or vendors
		5/26/2023	\$40,228	<input type="checkbox"/> Services
		6/2/2023	\$16,366	<input checked="" type="checkbox"/> Other FREIGHT
TOTAL FEDERAL EXPRESS CANADA CORPORATION			\$65,918	

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Part 2:**List Certain Transfers Made Before Filing for Bankruptcy****3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers-including expense reimbursements-to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575 (this amount may be adjusted on 04/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment).

☐ None

Creditor's Name and Address		Dates	Total Amount or Value	Reasons for Payment or Transfer
3.5 FRANCHISE TAX BOARD PO BOX 942857 SACRAMENTO, CA 94257-0511		3/15/2023	\$200,000	<input type="checkbox"/> Secured debt
		3/30/2023	\$200,000	<input type="checkbox"/> Unsecured loan repayment
		4/17/2023	\$200,000	<input type="checkbox"/> Suppliers or vendors
		5/2/2023	\$200,000	<input type="checkbox"/> Services
		5/12/2023	\$200,000	<input checked="" type="checkbox"/> Other TAXES
		5/26/2023	\$200,000	
		6/9/2023	\$200,000	
TOTAL FRANCHISE TAX BOARD			\$1,400,000	
3.6 PRICEWATERHOUSECOOPERS LLP 1177 AVENUE OF THE AMERICAS NEW YORK, NY 10036		5/23/2023	\$112,350	<input type="checkbox"/> Secured debt
				<input type="checkbox"/> Unsecured loan repayment
TOTAL PRICEWATERHOUSECOOPERS LLP			\$112,350	<input type="checkbox"/> Suppliers or vendors
3.7 SUN LIFE ASSURANCE COMPANY OF 150 KING STREET WEST TORONTO, ON M5H 1J9 CANADA		5/12/2023	\$39,509	<input type="checkbox"/> Services
		5/18/2023	\$3,949	<input type="checkbox"/> Other
		6/9/2023	\$31,835	<input type="checkbox"/> Secured debt
				<input type="checkbox"/> Unsecured loan repayment
TOTAL SUN LIFE ASSURANCE COMPANY OF			\$75,292	<input type="checkbox"/> Suppliers or vendors
3.8 THE STAFFING EDGE ULC 7685 HURONTARIO STREET BRAMPTON, ON L6W 0B4 CANADA		3/16/2023	\$4,401	<input type="checkbox"/> Services
		3/30/2023	\$12,573	<input type="checkbox"/> Other
		5/18/2023	\$19,060	<input type="checkbox"/> Secured debt
		5/26/2023	\$23,174	<input type="checkbox"/> Unsecured loan repayment
		6/2/2023	\$16,708	<input type="checkbox"/> Suppliers or vendors
		6/9/2023	\$17,412	<input checked="" type="checkbox"/> Services
TOTAL THE STAFFING EDGE ULC			\$93,328	

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Part 2:**List Certain Transfers Made Before Filing for Bankruptcy****3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers-including expense reimbursements-to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575 (this amount may be adjusted on 04/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment).

☐ None

Creditor's Name and Address		Dates	Total Amount or Value	Reasons for Payment or Transfer
3.9	TRAFFIC TECH INC. 16711 TRANS-CANADA HIGHWAY KIRKLAND, QC H9H 3L1 CANADA	3/23/2023	\$5,522	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other <u>FREIGHT</u>
		3/30/2023	\$7,479	
TOTAL TRAFFIC TECH INC.			<u>\$13,001</u>	
3.10	UPS 1 FACTORY LANE - SUITE 102 MONCTON, NB E1C 9M3 CANADA	3/16/2023	\$4,026	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other <u>FREIGHT</u>
		3/23/2023	\$3,427	
		3/30/2023	\$1,892	
		4/6/2023	\$8,368	
		4/27/2023	\$12,814	
		5/22/2023	\$13,625	
		6/2/2023	\$24,240	
TOTAL UPS			<u>\$68,391</u>	
3.11	UPS SUPPLY CHAIN SOLUTIONS INC 28013 NETWORK PLACE CHICAGO, IL 60673-1280	6/2/2023	\$15,998	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other <u>FREIGHT</u>
		6/9/2023	\$39,537	
TOTAL UPS SUPPLY CHAIN SOLUTIONS INC			<u>\$55,536</u>	

Instant Brands Inc.

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Part 2:**List Certain Transfers Made Before Filing for Bankruptcy****3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers-including expense reimbursements-to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575 (this amount may be adjusted on 04/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment).

☐ None

Creditor's Name and Address		Dates	Total Amount or Value	Reasons for Payment or Transfer
3.12 UPS SUPPLY SOLUTIONS LTL PO BOX 689 SAINT-LAURENT, QC H4L 4V9 CANADA		3/16/2023	\$55,881	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other <u>FREIGHT</u>
		3/23/2023	\$17,768	
		3/30/2023	\$60,022	
		4/6/2023	\$64,828	
		4/13/2023	\$38,125	
		5/22/2023	\$293,958	
		5/26/2023	\$194,379	
		6/2/2023	\$93,234	
		6/9/2023	\$108,021	
TOTAL UPS SUPPLY SOLUTIONS LTL			<u>\$926,216</u>	
TOTAL			<u>\$3,367,054</u>	

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 2:**List Certain Transfers Made Before Filing for Bankruptcy****4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider**

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$7,575 (this amount may be adjusted on 04/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment). Do not include any payments listed in line 3. Insiders include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None

Insider's Name and Address and Relationship to Debtor		Dates	Amount	Reason for Payment
4.1	INSTANT BRANDS LLC DEBTOR AFFILIATE 3025 HIGHLAND PKWY SUITE 700 DOWNERS GROVE, IL 60515	10/31/2022	\$1,600,000	Intercompany Payment
		12/20/2022	\$13,000,000	Intercompany Payment
		12/22/2022	\$650,000	Intercompany Payment
		12/27/2022	\$4,600,000	Intercompany Payment
		1/12/2023	\$2,000,000	Intercompany Payment
		1/18/2023	\$7,000,000	Intercompany Payment
		1/20/2023	\$1,470,264	Intercompany Payment
		2/28/2023	\$8,756,753	Intercompany Payment
		3/31/2023	\$8,500,000	Intercompany Payment
		5/30/2023	\$2,000,000	Intercompany Payment
		6/2/2023	\$1,102,860	Intercompany Payment
TOTAL INSTANT BRANDS LLC			<u>\$50,679,877</u>	
TOTAL			<u>\$50,679,877</u>	

Instant Brands Inc.

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Part 2:**List Certain Transfers Made Before Filing for Bankruptcy****5. Repossessions, foreclosures, and returns**

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

☒ None

Creditor's Name and Address	Description of the Property	Date Action was Taken	Value of Property
5.1 NONE			\$0
TOTAL			<u><u>\$0</u></u>

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 2:**List Certain Transfers Made Before Filing for Bankruptcy****6. Setoffs**

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☒ None

Creditor's Name and Address	Description of Action Creditor Took	Date Action Taken	Account Number	Amount
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6.1 NONE

\$0

TOTAL**\$0**

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 3:**Legal Actions or Assignments****7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity - within 1 year before filing this case.

☐ None

Caption of Suit and Case Number	Nature of Proceeding	Court or Agency and Address	Status of Case
7.1 SHEHZADI, AYMAN V. WAL-MART CANADA, INSTANT BRANDS INC., AND CORELLE BRANDS LLC SC 210000364 70000	PERSONAL INJURY	ONTARIO SUPERIOR COURT NOT AVAILABLE	PENDING
7.2 GODINHO, ET AL. V. INSTANT BRANDS INC CV-22-00690216-00CP	CLASS ACTION	ONTARIO, SUPERIOR COURT OF JUSTICE NOT AVAILABLE	PENDING
7.3 HAVENS, ET AL. V. INSTANT BRANDS INC. & INSTANT BRANDS LLC CASE NO: 22-CV-02909	CLASS ACTION	NORTHERN DISTRICT OF ILLINOIS NOT AVAILABLE	PENDING

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 3:

Legal Actions or Assignments

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☒ None

Custodian's Name and Address	Court Name and Address	Case Title and Number	Date	Description of Property	Value
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8.1 NONE

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 4:**Certain Gifts and Charitable Contributions**

9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

☐ None

Recipient's Name and Address		Recipient's Relationship to Debtor	Description of the Gifts or Contributions	Dates Given	Value
9.1	FIRST NATIONS HEALTH AUTHORITY 501-100 PARK ROYAL SOUTH WEST VANCOUVER, BC V7T 1A2		AIR PURIFIER PRODUCT DONATION DUE TO FIRES	10/24/2022 - 10/26/2022	\$344,437

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 5:

Certain Losses

10. All losses from fire, theft, or other casualty within 1 year before filing this case.

☒ None

Description of Property	How Loss Occurred	Amount of Payments Received	Date of Loss	Property Value
		If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule A/B: Assets - Real and Personal Property).		
10.1	NONE			Undetermined
TOTAL				<u>Undetermined</u>

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 6: Certain Payments or Transfers

11. Payments related to bankruptcy

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☒ None

Who was Paid or Who Received the Transfer? Address	Email / Website	Who Made the Payment, if not Debtor?	If not Money, Describe any Property Transferred	Dates	Total Amount or Value
11.1 NONE					\$0

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 6:**Certain Payments or Transfers****12. Self-settled trusts of which the debtor is a beneficiary**

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.

Do not include transfers already listed on this statement.

☒ None

Name of Trust or Device	Trustee	Describe any Property Transferred	Dates Transfers were Made	Total Amount / Value
12.1 NONE				\$0

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 6:**Certain Payments or Transfers****13. Transfers not already listed on this statement**

List any transfers of money or other property - by sale, trade, or any other means - made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☒ None

Name and Address of Transferee, Relationship to Debtor	Description of Property	Date Transfer was Made	Total Amount or Value
13.1 NONE			\$0

TOTAL**\$0**

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 7:**Previous Locations****14. Previous addresses**

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☒ Does not apply

Address**Dates of Occupancy**

14.1 NONE

From: _____ To: _____

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 8:**Health Care Bankruptcies****15. Health Care bankruptcies**

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

☒ No. Go to Part 9.☐ Yes. Fill in the information below.

Facility Name and Address	Nature of the Business Operation, Including Type of Services the Debtor Provides	Location Where Patient Records are Maintained (if Different from Facility Address). If Electronic, Identify any Service Provider.	If Debtor Provides Meals and Housing, Number of Patients in Debtor's Care	How are Records Kept?
15.1 NONE				<input type="checkbox"/> Electronic <input type="checkbox"/> Paper

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 9:

Personally Identifiable Information

16. Does the debtor collect and retain personally identifiable information of customers?

☐ No.

☒ Yes. State the nature of the information collected and retained. Shipping information, email addresses, phone numbers

Does the debtor have a privacy policy about that information?

☐ No

☒ Yes

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 9: Personally Identifiable Information

17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?

☐ No. Go to Part 10.

Yes. Does the debtor serve as plan administrator?

☒ No. Go to Part 10.

☐ Yes. Fill in below:

Describe:

EIN:

Has the plan been terminated?

☐ No

☐ Yes

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 10:**Certain Financial Accounts, Safe Deposit Boxes, and Storage Units****18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

☒ None

Financial Institution Name and Address	Last 4 Digits of Acct Number	Type of Account	Date of Closing	Last Balance
18.1	NONE			

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 10:**Certain Financial Accounts, Safe Deposit Boxes, and Storage Units****19. Safe deposit boxes**

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

☒ None

Depository Institution Name and Address	Names of Anyone with Access to it and Address	Description of the Contents	Does Debtor still have it?
19.1 NONE			<input type="checkbox"/> No <input type="checkbox"/> Yes

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 10:**Certain Financial Accounts, Safe Deposit Boxes, and Storage Units****20. Off-premises storage**

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

☐ None

Facility Name and Address	Names of Anyone with Access to it	Address	Description of the Contents	Does Debtor still have it?
20. 1 DSV SOLUTIONS INC.16111 BLUNDELL ROAD UNIT 102 RICHMOND, BC V6W 0A3 CANADA	VARIOUS	NOT AVAILABLE	INVENTORY	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 11:**Property the Debtor Holds or Controls That the Debtor Does Not Own****21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

☒ None

Owner's Name and Address

Location of the Property

Description of the
Property

Value

21.1 NONE

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 12:**Details About Environmental Information**

For the purpose of Part 12, the following definitions apply:

- Environmental law means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- Site means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- Hazardous material means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.



No



Yes. Provide details below.

Case Title and Case Number	Court or Agency Name and Address	Nature of Proceeding	Status
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22. 1 NONE

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 12:

Details About Environmental Information

For the purpose of Part 12, the followig definitions apply:

- Environmental law means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- Site means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- Hazardous material means anything than an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similary harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

23. Has any governmental unit otherwise notified the debtor that the debtor may be liable under or in violation of an environmental law?

- ☒ No
- ☐ Yes. Provide details below.

Site Name and Address	Governmental Unit Name and Address	Environmental Law, if Known	Date of Notice
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23.1 NONE

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 12:

Details About Environmental Information

For the purpose of Part 12, the followig definitions apply:

- Environmental law means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- Site means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- Hazardous material means anything than an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similiary harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

24. Has the debtor notified any governmental unit of any release of hazardous material?

- ☒ No
- ☐ Yes. Provide details below.

Site Name and Address	Governmental Unit Name and Address	Environmental Law, if Known	Date of Notice
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24.1 NONE

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:

Details About the Debtor's Business or Connections to Any Business

25. Other businesses in which the debtor has or has had an interest

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case.
Include this information even if already listed in the Schedules.

☐ None

Business Name and Address	Describe the Nature of the Business	Employer Identification Number	Dates Business Existed
		Do not include SSN or ITIN	

25.1 See Table

Instant Brands Acquisition Holdings Inc.

SOFA 25

Organization Structure

Legal Entity Name	Parent	Federal Tax ID No	Debtor/Non-Debtor	Location
Instant Brands Acquisition Holdings Inc.	Various entities affiliated with Cornell Capital, IB founders, and current & former employees	32-0529089	Debtor	Downers Grove, IL
Instant Brands Acquisition Intermediate Holdings Inc.	Instant Brands Acquisition Holdings Inc. (100%)	30-0983303	Debtor	Downers Grove, IL
Instant Brands Holdings Inc.	Instant Brands Acquisition Intermediate Holdings Inc. (100%)	16-1403318	Debtor	Downers Grove, IL
Instant Brands (Texas) Inc.	Instant Brands Holdings Inc. (100%)	93-1752526	Debtor	Houston, TX
Instant Brands LLC	Instant Brands Holdings Inc. (100%)	36-3800566	Debtor	Downers Grove, IL
URS-2 (Corning) LLC	Instant Brands LLC (100%)	92-1758085	Debtor	Corning, NY
Corelle Brands (Latin America) LLC	Instant Brands LLC (100%)	File # - 3198862	Debtor	Downers Grove, IL
URS-1 (Charleroi) LLC	Instant Brands Holdings Inc. (100%)	92-1747347	Debtor	Charleroi, PA
EKCO Group, LLC	Instant Brands Holdings Inc. (100%)	11-2167167	Debtor	Downers Grove, IL
EKCO Housewares, Inc.	EKCO Group, LLC (100%)	36-3320216	Debtor	Downers Grove, IL
EKCO Manufacturing of Ohio, Inc.	EKCO Housewares, Inc. (100%)	34-1817300	Debtor	Downers Grove, IL
Corelle Brands (Canada) Inc.	EKCO Housewares, Inc. (100%)	10159 5817 RC0002	Debtor	Ontario, Canada
Instant Brands (Canada) Holding Inc.	Corelle Brands (Canada) Inc. (100%)	70953 4481 RC0001	Debtor	Ontario, Canada
Instant Brands Inc.	Instant Brands (Canada) Holding Inc. (100%)	82393 9822 RC0003	Debtor	Ontario, Canada
Corelle Brands (GHC) LLC	Instant Brands Holdings Inc. (100%)	41-0919772	Debtor	Downers Grove, IL
Instant Brands (Australia) Pty Ltd	Instant Brands Holdings Inc. (100%)		Non-Debtor	NSW, Australia
Instant Brands (EMEA) Limited	Instant Brands Holdings Inc. (100%)		Non-Debtor	Surrey, England
Corelle Brands (Asia Pacific) Pte. Ltd.	Instant Brands Holdings Inc. (100%)		Non-Debtor	Singapore
World Kitchen (India) Private Limited	Instant Brands Holdings Inc. (0.01%), Corelle Brands (Asia Pacific) Pte. Ltd. (99.99%)		Non-Debtor	Mumbai, India
Corelle Brands (Korea) Co., Ltd.	Instant Brands Holdings Inc. (100%)		Non-Debtor	Seoul, Korea
Instant Brands (Ireland) Limited	Instant Brands Holdings Inc. (100%)		Non-Debtor	Dublin, Ireland
Corelle Brands (Hong Kong) Co. Limited	Instant Brands Holdings Inc. (100%)		Non-Debtor	Hong Kong

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business****26. Books, records, and financial statements**

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

☐ None

Name and Address		Dates of Service	
26a.1	CHRYSTELLE DAMIDOT - CORPORATE CONTROLLER 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	From: 10/1/2021	To:
26a.2	JEFF KIST - FORMER CORPORATE CONTROLLER	From: 6/1/2020	To: 10/1/2021
26a.3	NICK HEWITT - CFO 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	From: 1/1/2020	To:

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business****26. Books, records, and financial statements**

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

☐ None

Name and Address		Dates of Service	
26b.1	GRANT THORNTON, LLP 171 N CLARK ST #200 CHICAGO, IL 60601	From:	To:

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business****26. Books, records, and financial statements**

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☐ None

Name and Address	If any Books of Account and Records are Unavailable, Explain Why
26c.1 CHRYSTELLE DAMIDOT - CORPORATE CONTROLLER 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	
26c.2 NICK HEWITT - CFO 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:

Details About the Debtor's Business or Connections to Any Business

26. Books, records, and financial statements

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

☐ None

Name and Address

26d.1 THE DEBTORS ROUTINELY PROVIDE FINANCIAL INFORMATION TO BANKS, CUSTOMERS, SUPPLIERS, TAX AND GOVERNMENT AUTHORITIES, LESSORS, AND INVESTORS IN THE ORDINARY COURSE. (ALSO REFER TO GLOBAL NOTES.)

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business****27. Inventories**

Have any inventories of the debtor's property been taken within 2 years before filing this case?

☒ No☐ Yes. Give the details about the two most recent inventories.

Name of the Person who Supervised the Taking of the Inventory	Name and Address of the Person who has Possession of Inventory Records	Date of Inventory	Dollar Amount	Basis
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27.1 NONE

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business**

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name and Address	Position and Nature of any Interest	Percent of Interest, if any
28. 1 BENOIT J. GADBOIS C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	PRESIDENT AND CHIEF EXECUTIVE OFFICER	
28. 2 CATHERINE R. LANDMAN C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	DIRECTOR; EXECUTIVE VICE PRESIDENT, CHIEF LEGAL AND HUMAN RESOURCES OFFICER, SECRETARY	
28. 3 HALEY LUTTRELL C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	ASSISTANT SECRETARY	
28. 4 INSTANT BRANDS (CANADA) HOLDING INC. C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	OWNERSHIP INTEREST	100.00%
28. 5 LOUISE OCASION C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	CMO AND PRESIDENT – NORTH AMERICA	
28. 6 NICHOLAS HEWITT C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER	
28. 7 SCOTT MONTPAS C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	ASSISTANT SECRETARY	
28. 8 WILLIAM M. HESS C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	DIRECTOR; EXECUTIVE VICE PRESIDENT, CHIEF OPERATING OFFICER	
28. 9 WINNIE LUO C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	DIRECTOR	

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business**

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name and Address	Position and Nature of any Interest	Percent of Interest, if any
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Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business**

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

☐ No

☒ Yes. Identify below.

Name and Address	Position and Nature of Interest	Period During Which Position Was Held
29.1 CLAUDIA RUSTAD C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	ASSISTANT SECRETARY	From: <u>1/19/2022</u> To: <u>7/23/2022</u>
29.2 GIL DIZON C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	ASSISTANT SECRETARY	From: <u>11/23/2021</u> To: <u>6/2/2023</u>
29.3 MICHAEL CWIERTNIAK C/O INSTANT BRANDS LLC 3025 HIGHLAND PARKWAY SUITE 700 DOWNERS GROVE, IL 60515	ASSISTANT SECRETARY	From: <u>10/1/2019</u> To: <u>5/13/2023</u>

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business****30. Payments, Distributions, or Withdrawals Credited or Given to Insiders**

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

- ☒ No
- ☐ Yes. Identify below.

Name and Address of Recipient and Relationship to Debtor	Amount	Dates	Reason for Providing the Value
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30.1 NONE

TOTAL	<u>\$0</u>
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TOTAL	<u>\$0</u>
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Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business****31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?**

No



Yes. Identify below.

Name of Parent Corporation

Employer Identification Number of the Parent Corporation

31. 1 NONE

EIN:

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 13:**Details About the Debtor's Business or Connections to Any Business**

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

- ☐ No
- ☒ Yes. Identify below.

Name of Pension Fund**Employer Identification Number of the Pension Fund**

32. 1 SALARIED RETIREMENT PLAN

EIN: 823939822

Instant Brands Inc.

Case Number: 23-90727 (DRJ)

Part 14:

Signature and Declaration

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.

I have examined the information in this Statement of Financial Affairs and any attachments 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: August 28, 2023

Signature: /s/ Adam Hollerbach

Adam Hollerbach, Chief Restructuring Officer

Name and Title

Are additional pages to the Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy (Official Form 207) attached?

☒ No

☐ Yes