CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed April 15, 2026

United States Bankruptcy Judge

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

In re	§	Chapter 11
	§	
Kentucky Owl, LLC,[1]	§	Case No.: 24-80147-swe11
	§	
Debtor.	§	
	§	

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING, AND SOLICITATION AGENT EFFECTIVE AS OF THE APPOINTMENT DATE

[1] The Debtor in this Chapter 11 Case, along with the last four digits of its federal identification number, is Kentucky Owl, LLC (3826). The Debtor's address is Kentucky Owl, LLC, Attn: Claudia Z. Springer, Chapter 11 Trustee, c/o NOVO Advisors LLC, 200 W. Madison Street, Suite 1000, Chicago, Illinois 60606.

The Court has considered the Kentucky Owl Trustee's application (the "Application")[2] to employ Stretto (the "Agent") as the claims, noticing, and solicitation agent in this chapter 11 case; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Kentucky Owl Trustee's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application, and all objections, if any, to the Application having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Application and the record of the hearing on such motion, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted on a final basis as set forth herein.

2. The Kentucky Owl Trustee is authorized to employ Agent under the terms of the Application as modified by this Order.

3. The Agent is authorized and directed to perform the Services as described in the Application and this Order. If a conflict exists, this Order controls.

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

4. The Agent may not sell bankruptcy data obtained through its role as the Agent to third parties.

5. The Clerk shall provide Agent with Electronic Case Filing ("ECF") credentials that allow Agent to receive ECF notifications, file certificates and/or affidavits of service.

6. The Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in this case. Agent shall maintain the official Claims Register(s) in this case. The Agent must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of Claims and all attachments may be redacted only as ordered by the Court.

7. The Agent shall provide the Clerk with a certified duplicate of the official Claims Register(s) upon request.

8. The Agent shall provide (i) an electronic interface for filing proofs of claim in this case; and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

9. The Agent is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application.

10. The Agent shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Kentucky Owl Trustee, her counsel, the United States Trustee, the Creditors' Committee, and any party in interest who specifically requests service of the monthly invoices in writing (collectively, the "Notice Parties").

11. The Agent shall not be required to file fee applications. Upon receipt of Agent's invoices, the Kentucky Owl Trustee is authorized to compensate and reimburse Agent for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter; provided,

however, that the Notice Parties shall have a period of ten (10) calendar days to object to the amount of such invoice prior to the Kentucky Owl Trustee's payment of such amounts or such shorter time as agreed by the Notice parties. All amounts due to the Agent will be treated as § 503(b) administrative expenses.

12. The Kentucky Owl Trustee shall indemnify Agent under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding the foregoing, the Agent may only be indemnified for claims, noticing and solicitation agent activities and is not indemnified for, and may not receive any contribution or reimbursement with respect to the following:

a. For matters or services arising before this case is closed, any matter or service not approved by an order of this Court.

b. Unauthorized marketing activities or data or privacy breaches.

c. Any matter that is determined by a final order of a Court of competent jurisdiction that arises from (i) the Agent's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.,* 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.

d. This paragraph does not preclude Agent from seeking an order from this Court requiring the advancement of indemnity, contribution or reimbursement obligations in accordance with applicable law.

13. The last sentence of Section 2(b) of the Engagement Letter is not applicable in this case.

14. Notwithstanding paragraph 3(c) of the Engagement Letter, in the event of conversion of this case to a case under chapter 7, nothing in this order prevents a chapter 7 trustee from seeking an order terminating Stretto's services.

15. Section 6 of the Engagement Letter is modified as follows:

> "At the request of the Company or the Company Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. Any such account(s) shall be established with a UST-approved depository institution in compliance with section 345 of the Bankruptcy Code. To the extent that certain financial products are provided to the Company pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement."

16. Prior to any increases in Stretto's rates for any individual retained by Stretto and providing services in this case, excluding annual "step increases" historically awarded by Stretto in the ordinary course to employees due to advancing seniority and promotion, Stretto shall file a supplemental affidavit with the Court and provide ten (10) business days' notice to the Kentucky Owl Trustee, the Debtor, the United States Trustee and any official committee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and state whether the Kentucky Owl Trustee has consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code and all rates and rate increases are subject to review by the Court.

17. In the event of any inconsistency between the Engagement Letter, the Application and the Order, the Order shall govern.

18. During the pendency of this case the sole venue for resolving disputes under this engagement shall be the United States Bankruptcy Court for the Northern District of Texas.

19. The Agent shall not cease providing services during this chapter 11 case for any reason, including nonpayment, without an order of the Court; provided, however, that Agent shall continue to be entitled to payment in accordance with 28 U.S.C. § 156(c). In the event Agent is unable to provide the services set out in this Order and/or the Engagement Letter, Agent will

immediately notify the Clerk and the Kentucky Owl Trustee's counsel and cause all original proofs of claim and data turned over to such persons as directed by the Court.

20. After entry of an order terminating Agent's services, upon the closing of this case, or for any other reason, Agent shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, or as otherwise directed and shall be compensated by the Debtor for such archiving services.

21. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

22. The Kentucky Owl Trustee is authorized to take all actions necessary to implement the relief granted in this Order.

23. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Agent's services may be altered only on separate motion and further order of this Court.

 # # # END OF ORDER # # #

Order submitted by:

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