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PROPOSED COUNSEL FOR CHAPTER 11 TRUSTEE OF KENTUCKY OWL, LLC

**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.	§	
	§	

EMERGENCY APPLICATION OF CLAUDIA Z. SPRINGER, CHAPTER 11 TRUSTEE OF DEBTOR KENTUCKY OWL, LLC, FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING, AND SOLICITATION AGENT EFFECTIVE AS OF THE APPOINTMENT DATE

Emergency relief has been requested. Relief is requested no later than 3:00 p.m. (CT) on April 13, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on April 13, 2026 at 3:00 pm in Courtroom No. 3 at the US Bankruptcy Court, 1100 Commerce Street, 14th Floor, Dallas, TX, 75242. You may participate in the

[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.

hearing either in person or by an audio and video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at 1-650-479-3207. Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the following link on Judge Everett's home page: https://us-courts.webex.com/meet/Everett The meeting code is 2304 017 9738. Click the settings icon in the upper right corner and enter your name under the personal information setting. Hearing appearances must be made electronically in advance of electronic hearings. To make your appearance, click the "Electronic Appearance" link on Judge Everett's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

Claudia Z. Springer (the "Kentucky Owl Trustee"), the duly appointed chapter 11 trustee for debtor Kentucky Owl, LLC (the "Debtor"), by and through her undersigned, respectfully states the following in support of this application (this "Application"):[2]

Relief Requested

1. By this Application, the Kentucky Owl Trustee requests entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"), authorizing the Kentucky Owl Trustee to retain and employ Stretto, Inc. ("Stretto") as the claims and noticing agent (in such capacity, the "Claims Agent") and solicitation agent (in such capacity, the "Solicitation Agent" and collectively, together with its capacity as the Claims Agent and the Solicitation Agent, the "Agent") effective as of the Appointment Date (as defined below), in accordance with the terms and conditions of the engagement as set forth in the Services Agreement, entered into by and between the Kentucky Owl Trustee and Stretto, Inc. effective as of the Appointment Date, a copy of which is attached hereto as **Exhibit B** (the "Engagement Letter"). In support of this Application, the Kentucky Owl Trustee submits the Declaration of Sheryl Betance, Senior Managing Director, Corporate Restructuring, of Stretto attached hereto as **Exhibit C** (the "Betance Declaration").

2. The Kentucky Owl Trustee seeks to retain Stretto as the Agent, including having Stretto assume full responsibility for the distribution of notices and the maintenance, processing,

[2] Capitalized terms used but not yet defined herein have the meanings ascribed to such terms later in this Application or in the First Day Declaration, as applicable.

and docketing of proofs of claim filed in the Debtor's chapter 11 case. The Kentucky Owl Trustee's selection of Stretto to act as the Agent is appropriate under the circumstances and in the best interest of the Debtor's estate.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Northern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this is a core matter pursuant to 28 U.S.C. § 157(b).

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 105(a), 327(a), and 330(a), and 1107(b)of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 2014-1 and 2016-1 of the *Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (Revised as of July 16, 2025)* (the "Local Bankruptcy Rules").

Background

6. On November *27*, 2024 (the "Petition Date"), the Debtor and Stoli Group (USA), LLC (the "Stoli Debtor") each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, thereby initiating their respective chapter 11 cases and creating their respective bankruptcy estates.

7. On December 3, 2024, the Court entered an order [Docket No. 36] (the "Joint Administration Order") which provides, among other things, that the Debtor's and the Stoli Debtor's respective chapter 11 cases were consolidated for procedural purposes only and that the above-captioned case be jointly administered with the Stoli Debtor's case (the "Stoli Case") as the

lead debtor case. (Joint Administration Order at ¶ 2.) The Joint Administration Order further provides that (i) all further pleadings and other papers shall be filed in and all further docket entries shall be made in the Stoli Case; and (ii) the Clerk shall keep one consolidated docket, one file, and one consolidated service list. (Id. at ¶¶ 7-8.)

8. On December 3, 2025, the Court entered an order [Docket No. 43] (the "Retention Order") authorizing the Debtor and the Stoli Debtor to employ Stretto as the claims, noticing, and solicitation agent in their jointly administered cases. Since the Petition Date, Stretto has continued to serve in such capacity.

9. On February 5, 2026, the Court entered an order authorizing and directing the U.S. Trustee to appoint separate chapter 11 trustees for the Debtor and Stoli Debtor [Docket No. 1123].

10. On February 19, 2026 (the "Appointment Date"), the U.S. Trustee appointed the Kentucky Owl Trustee [Docket No. 1145]. On March 4, 2026, the Court entered an order approving the appointment of the Kentucky Owl Trustee [Docket No. 1172].[3]

11. On March 31, 2026, the Court entered an order [Docket No 1252] directly that the Debtor's case shall no longer be jointly administered with the Stoli Case.

Stretto's Qualifications

12. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in

[3] On February 18, 2026, the U.S. Trustee appointed William R. Patterson as chapter 11 trustee of the Stoli Debtor (the "Stoli Trustee") [Docket No. 1131]. On March 2, 2026, the Court entered an order approving the appointment of the Stoli Trustee [Docket No. 1166]. The Stoli Trustee has indicated that he will seek the retention of Stretto by separate application to the Court in the Stoli Case.

matters of this size and complexity. Stretto's professionals have acted as official claims, noticing, and solicitation agent in several large bankruptcy cases in this district and in many other cases nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active and former cases include: *In re PrimaLend Capital Partners, L.P.*, Case No. 25-90013 (MXM) (Bankr. N.D. Tex. Oct. 22, 2025); *In re Omnicare, LLC*, Case No. 25-80486 (SGJ) (Bankr. N.D. Tex. Sept. 24, 2025); *In re Scanrock Oil & Gas, Inc.*, Case No. 25-90001 (MXM) (Bankr. N.D. Tex. Mar. 4, 2025); *In re CareMax, Inc.*, Case No. 24-80093 (MVL) (Bankr. N.D. Tex. Dec. 20, 2024); *In re TGI Friday's Inc.*, Case No. 24-80069 (SGJ) (Bankr. N.D. Tex. Dec. 3, 2024); *In re BUCA Tex. Rests., L.P.*, Case No. 24-80058 (SGJ) (Bankr. N.D. Tex. Aug. 7, 2024); *In re Tubular Synergy Grp., LP*, Case No. 24-80056 (SWE) (Bankr. N.D. Tex. July 11, 2024); *In re KidKraft, Inc.*, Case No. 24-80045 (MVL) (Bankr. N.D. Tex. May 14, 2024); *In re Eye Care Leaders Portfolio Holdings, LLC*, Case No. 24-80001 (MVL) (Bankr. N.D. Tex. Jan. 17, 2024); and *In re Sunland Med. Found.*, Case No. 23-8000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023).[4]

13. Stretto will perform the following Claims Agent services (collectively, the "Claims Agent Services"), as the Claims Agent, at the request of the Kentucky Owl Trustee or the Clerk of the Court (the "Clerk"):

(a) assist the Kentucky Owl Trustee with the preparation and distribution of all required notices and documents in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Kentucky Owl Trustee and/or the Court, including: (i) notice of the commencement of this chapter 11 case and the initial meeting of creditors under Bankruptcy

[4] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Declaration. Copies of these cited orders are available upon request to the Kentucky Owl Trustee's proposed counsel.

Code section 341(a); (ii) notice of any claims bar date; (iii) notice of any proposed sale of the Debtor's assets; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of any plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications and other documents as the Kentucky Owl Trustee, Court, or the Clerk may deem necessary or appropriate for an orderly administration of this chapter 11 case;

(b) maintain an official copy of the Debtor's schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto;

(c) maintain (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party-in-interest or the Clerk;

(d) to the extent applicable, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

(e) maintain a post office box or address for receiving claims and returned mail, and process all mail received;

(f) for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service no more frequently than every 7 days that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;

(g) receive and process all proofs of claim, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;

(h) provide an electronic interface for filing proofs of claim;

(i) maintain the official claims register for the Debtor (the "Claims Register") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim *(e.g.,* secured, unsecured, priority, etc.); (vii) the applicable Debtor; and (viii) any disposition of the claim;

(j) provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;

(k) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

(l) implement reasonable security measures designed to ensure the completeness and integrity of the Claims Register and the safekeeping of any proofs of claim;

(m) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Stretto not less than weekly;

(n) monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

(o) identify and correct any incomplete or incorrect addresses in any mailing or service lists (to the extent such information is available);

(p) assist in the dissemination of information to the public and respond to requests for administrative information regarding this chapter 11 case as directed by the Debtor or the Court, including through the use of a case website and/or call center;

(q) provide docket updates via email to parties who subscribe for such service on the Debtor's case website;

(r) comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in connection with the Services;

(s) if this chapter 11 case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk within 3 days of notice to Stretto of entry of the order converting the cases;

(t) thirty (30) days prior to the close of this chapter 11 case, to the extent practicable, request that the Kentucky Owl Trustee submit to the Court a proposed order dismissing Stretto as Agent and terminate its services in such capacity upon completion of its duties and responsibilities and upon the closing of this chapter 11 case;

(u) within seven (7) days of notice to Stretto of entry of an order closing this chapter 11 case, provide to the Court the final version of the Claims Register as of the date immediately before the close of the cases; and

(v) at the close of this chapter 11 case: (i) box and transport all original documents, in proper format, as provided by the Clerk, any location requested by the Clerk; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

14. Additionally, Stretto will perform the following Solicitation Agent services (collectively, the "Solicitation Agent Services" and collectively, together with the Claims Agent Services, the "Services"), as the Solicitation Agent:

(a) assist the Kentucky Owl Trustee with, among other things, plan-solicitation services including: (i) balloting; (ii) distribution of applicable solicitation materials; (iii) tabulation and calculation of votes; (iv) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (v) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; and (vi) in connection with the foregoing services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices and institutional holders;

(b) if requested, assist with the preparation of the Debtor's Schedules and gather data in conjunction therewith;

(c) coordinate publication of certain notices in periodicals and other media;

(d) manage and coordinate any distributions pursuant to a chapter 11 plan; and

(e) provide such other claims, noticing, processing, solicitation, and balloting services that may be requested from time to time by the Debtor, the Court, or the Clerk.

Stretto has confirmed to the Kentucky Owl Trustee that it will make every effort to avoid duplication of Services with any services performed for the Stoli Trustee. The Services and other terms of the Engagement Letter are nearly identical to those approved in the Retention Order.

Professional Compensation

15. The Kentucky Owl Trustee respectfully requests that the undisputed fees and expenses incurred by Stretto in the performance of the above Services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business pursuant to the Engagement Letter without further application to or order of the Court.

16. Stretto agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices on the Kentucky Owl Trustee, the Office of the United States Trustee, counsel for the Kentucky Owl Trustee, the Official Committee of Unsecured Creditors appointed in the Debtor's and Stoli's chapter 11 cases (the "Creditors' Committee"), and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Letter or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from this Court.

17. The Kentucky Owl Trustee has not provided Stretto any deposit or retainer. Stretto is currently coordinating with the Kentucky Owl Trustee and the Stoli Trustee regarding all outstanding fees and expenses incurred by Kentucky Owl and the Stoli Debtor prior to the appointments of the respective trustees.

Agent Indemnification

18. In addition, under the terms of the Engagement Letter, the Kentucky Owl Trustee has agreed to indemnify, defend, and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Letter, except in circumstances resulting from Stretto's

bad faith, gross negligence, willful misconduct, or as otherwise provided in the Order. The Kentucky Owl Trustee believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of Agent in this chapter 11 case.

Stretto's Disinterestedness

19. Stretto has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor. Except as disclosed in the Betance Declaration, and, to the best of the Kentucky Owl Trustee's knowledge, information, and belief, Stretto has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

20. To the best of the Kentucky Owl Trustee's knowledge, Stretto is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, as Stretto represents in the Betance Declaration, among other things, that:

(a) Stretto is not a creditor of the Debtor;

(b) Stretto will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Agent in this chapter 11 case;

(c) By accepting employment in this chapter 11 case, Stretto waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

(d) In its capacity as the Agent in this chapter 11 case, Stretto will not be an agent of the United States and will not act on behalf of the United States;

(e) Stretto will not employ any past or present employees of the Debtor in connection with its work as the Agent in this chapter 11 case;

(f) Stretto is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(g) In its capacity as Agent in this chapter 11 case, Stretto will not intentionally misrepresent any fact to any person;

(h) Stretto shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

(i) Stretto will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

(j) None of the services provided by Stretto as Agent in this chapter 11 case shall be at the expense of the Clerk's office.

21. Stretto will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

22. To the extent that there is any inconsistency between this Application, the Order, and the Engagement Letter, the Order shall govern.

Applicable Authority

23. Section 156(c) of title 28 of the United States Code authorizes the Court to use facilities other than those of the Clerk for the administration of chapter 11 cases, provided the Debtor's estate pays the cost of such services:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

24. In light of the number of claimants in this bankruptcy case and other parties in interest in this chapter 11 case, as well as the complexity of the Debtor's businesses, the Kentucky Owl Trustee submits that the appointment of Stretto as the Agent will provide the most effective and efficient means of—and relieve the administrative burden on the Debtor and/or Clerk's office

of—noticing, administering certain claims-related tasks, and soliciting and tabulating votes on a chapter 11 plan, and, therefore, is in the best interests of both the Debtor's estate and their stakeholders.

Retroactive Employment

25. The Kentucky Owl Trustee requests that Stretto's employment be effective as of the Appointment Date notwithstanding that the Application is being made more than 30 days after the commencement of Stretto's services. In accordance with the requirements of Local Rule 2014-1(b)(2) the Kentucky Owl Trustee would show that retroactive employment is proper under the circumstances because: (a) Stretto was already employed as the claims, noticing, and solicitation agent in the jointly administered Stoli Case; (b) retroactive employment will ensure continuity of compensation for the services that Stretto performed for the Kentucky Owl Trustee following the Appointment Date but prior to entry of the Order directing that the cases should no longer be jointly administered; (c) no parties in interest should be prejudiced by the retroactive employment of Stretto – rather, Stretto could be prejudiced by the inability to be compensated for services it continued to perform for the Kentucky Owl Trustee between the Appointment Date and the date that joint administration was terminated; and (d) notice to all creditors of the Debtor and opportunity for hearing is being provided.

Notice

26. The Kentucky Owl Trustee will provide notice of this Application to the following parties or their counsel: (a) the U.S. Trustee for the Northern District of Texas; (b) counsel to Fifth Third Bank, National Association ("Fifth Third"); (c) the Creditors' Committee; (d) all creditors of the Debtor; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Kentucky Owl Trustee submits that no other or further

notice is needed

27. The pleadings in the Debtor's case and supporting papers are available on the Kentucky Owl Trustee's website at https://cases.stretto.com/KentuckyOwl or on the Bankruptcy Court's website at https://ecf.txnb.uscourts.gov/.

NO PREVIOUS REQUEST

28. Except for the Retention Order, no previous request for the relief sought herein has been made by the Kentucky Owl Trustee to this or any other court.

WHEREFORE, the Kentucky Owl Trustee respectfully requests that the Court enter the Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: April 8, 2026

Respectfully submitted,

FERGUSON BRASWELL
FRASER KUBASTA PC

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Proposed Counsel for Claudia Z. Springer,
Chapter 11 Trustee of Kentucky Owl, LLC

CERTIFICATE OF CONFERENCE

The undersigned certifies that counsel for Fifth Third, the Creditors' Committee, and the U.S. Trustee have communicated concerning this Application. Fifth Third's counsel informed the undersigned that Fifth Third supports the relief requested in the Application. The Creditors' Committee and US Trustee are currently considering the relief requested in the Application. Given the emergency nature of the relief requested, further delay in the filing of this Application was not feasible.

/s/ Kathryn A. Coleman
Kathryn A. Coleman

CERTIFICATE OF SERVICE

I certify that on April 8, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas upon all parties entitled to receive such notice.

/s/ Rachael L. Smiley
Rachael L. Smiley

<u>Exhibit A</u>

Proposed Order

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.

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[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:

Rachael L. Smiley (State Bar. No. 24066158)
Megan F. Clontz (State Bar. No. 24069703)
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and

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Proposed Counsel for the Claudia Z. Springer,
Chapter 11 Trustee of Kentucky Owl, LLC

Exhibit B

Engagement Letter

STRETTO

Services Agreement

This Services Agreement (this "**Agreement**") is entered into as of February 19, 2026 between Stretto, Inc. ("**Stretto**") and Claudia Z. Springer (in such capacity, the "**Trustee**"), solely in her capacity as chapter 11 trustee, In re Kentucky Owl, LLC, Case No. 24-80147-swe11 (the "**Chapter 11 Case**") pending in the United States Bankruptcy Court for the Northern District of Texas (the "**Bankruptcy Court**").

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

(a) Stretto agrees to provide the Trustee with consulting services regarding (i) legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, plan solicitation, balloting, tabulation of votes, disbursements, and administrative support in preparation of schedules of assets and liabilities and statements of financial affairs ("**Claims Administration, Noticing, and Solicitation Services**"); and (ii) crisis communications, claims analysis and reconciliation, preference analysis and recovery, contract review and analysis, case research, public securities, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations, or court rules or orders (all such services collectively, the "**Services**").

(b) The Trustee acknowledges and agrees that Stretto will often take direction from the Trustee's representatives, employees, agents, and/or professionals (collectively, the "**Trustee Parties**") with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Trustee agrees to be bound by, any requests, advice, or information provided by the Trustee Parties to the same extent as if such requests, advice, or information were provided by the Trustee.

(c) The Trustee agrees and understands that Stretto shall not provide the Trustee or any other party with legal advice.

2. Rates, Expenses and Payment

(a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Trustee. Stretto's charges for Services through the effective date of a chapter 11 plan shall be at the rates attached hereto as **Exhibit C** (the "**Preferred Rate Structure**"). The Trustee agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities responsible for implementing a confirmed and effective chapter 11 plan and that such Services will be provided at Stretto's then prevailing rates. The Trustee agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder. The Trustee shall not be liable personally for any and all fees and expenses incurred by Stretto under this Agreement.

(b) Stretto will bill the Trustee no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed $10,000 (e.g., publication notice), Stretto may require advance or direct payment from the Trustee before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Trustee agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

(c) In the case of a dispute with respect to an invoice amount, the Trustee shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.

(d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.

(e) The Trustee shall pay any fees and expenses for Services relating to, arising out of, or resulting from any error or omission made by the Trustee or the Trustee Parties.

(f) The Trustee shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.

(g) Stretto reserves the right to make reasonable increases to the Preferred Rate Structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the Trustee of such increase.

(h) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Trustee using either (or both) of the following methods:

[redacted]

<u>Check</u>
Stretto, Inc.
Attn: Accounts Receivable
410 Exchange, Suite 100
Irvine, CA 92602

3. Retention in Bankruptcy Case

(a) The Trustee promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services in the Chapter 11 Case. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.

(b) If the Trustee seeks authorization in the Bankruptcy Case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the Trustee shall include Stretto's fees and expenses incurred hereunder in any professional compensation carve-out.

(c) If any the Trustee converts the Bankruptcy Case to a case under chapter 7 of title 11 of the U.S. Bankruptcy Code (the "**Bankruptcy Code**"), Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

(a) The Trustee and Stretto agree to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party, or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.

(b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation, and any other information or property (collectively, "**Property**") furnished by Stretto for itself or for use by the Trustee hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored, and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Trustee do not vest in the Trustee any rights in such Property. Such Property is only being made available for the Trustee's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

At the request of the Trustee or the Trustee Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Trustee to facilitate cash management and distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Trustee pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

7. Term and Termination

(a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Trustee, (ii) the failure of the Trustee to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.

(b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the Trustee promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.

(c) If this Agreement is terminated, the Trustee shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.

(d) If this Agreement is terminated, Stretto shall coordinate with the Trustee and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services, and assistance

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required for such an orderly transfer. The Trustee agrees to pay for such Services pursuant to the Preferred Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Trustee hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

(a) To the fullest extent permitted by applicable law, the Trustee shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents (collectively, the "**Indemnified Parties**") from and against any and all losses, claims, damages, judgments, liabilities, and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "**Losses**") resulting from, arising out of, or related to Stretto's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party unless caused by bad faith, fraud, gross negligence and / or willful misconduct of the Indemnified Party.

(b) Stretto and the Trustee shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation, or proceeding that either party becomes aware of with respect to the Services provided hereunder.

(c) The Trustee's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's bad faith, fraud, gross negligence, or willful misconduct.

(d) The Trustee's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the Trustee for any Losses, unless due to Stretto's bad faith, fraud, gross negligence or willful misconduct, shall be limited to the total amount paid by the Trustee to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. Trustee Data

(a) The Trustee is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Trustee Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of any amendments to the statements of financial affairs and schedules of assets and liabilities (collectively, "**SOFAs and Schedules**"). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Trustee is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.

(b) The Trustee agrees, represents, and warrants to Stretto that before delivery of any information to Stretto: (i) the Trustee has full authority to deliver such information to Stretto; (ii) it has complied with all applicable data protection laws in the collection and retention of personal data (including providing any required notices and/or disclosures to data subjects, consumers, or other necessary parties); and (iii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.

(c) The Trustee also agrees and represents that, before delivery of any information to Stretto that is personal data subject to the GDPR or other data protection laws, Trustee shall notify Stretto of the impending delivery and request any modification to this Agreement that Trustee believes may be required by the applicable data protection laws with respect to that personal data. For the avoidance of doubt, Stretto shall not be required to comply with data protection laws and regulations unless and until they take effect during the term of the Agreement and are applicable to the information Trustee delivers to Stretto. Personal data shall have the meaning assigned to the terms "personal data" and/or "personal information" under the applicable data protection laws.

(d) If Trustee notifies Stretto of the applicability of the GDPR to personal data delivered pursuant to this Agreement, the parties agree that the Agreement shall be subject to the terms set forth in the GDPR Addendum attached hereto as **Exhibit A** and incorporated herein in its entirety by reference.

(e) Attached hereto as **Exhibit B** and incorporated herein in its entirety by reference are notification procedures in the event of a Data Security Incident (as defined therein).

(f) Any data, storage media, programs or other materials furnished to Stretto by the Trustee may be retained by Stretto until the Services provided hereunder are paid in full. The Trustee shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Trustee; provided that if the Trustee has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the Trustee for the expense of such disposition, after giving the Trustee 30 days' notice. The Trustee agrees to initiate and maintain backup files that would allow the Trustee to regenerate or duplicate all programs, data, or information provided by the Trustee to Stretto.

(g) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any Trustee data, storage media, or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. California Consumer Privacy Act.

(a) Definitions. In this Section 12,

(i) "**CCPA**" means the California Consumer Privacy Act of 2018, including amendments and final regulations;

(ii) "**Personal Information**" has the same meaning given to such term under section 1798.140 of the CCPA and is limited to Personal Information contained in any Trustee data provided to Stretto by the Trustee in order for Stretto to provide Services under this Agreement; and

STRETTO

(iii) "**Commercial Purposes**", "**Sell**", "**Share**", "**Business**", and "**Service Provider**" have the same meanings assigned to them in section 1798.140 of the CCPA.

(b) Relationship Between the Parties. To the extent the Trustee is considered a Business under the CCPA, and subject to the terms of this Section 12, Stretto will act solely as Trustee's Service Provider with respect to Personal Information.

(c) Restrictions. Stretto will not: (i) Sell or Share Personal Information, (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including retaining, using, or disclosing Personal Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA; (iii) retain, use, or disclose the Personal Information outside the direct business relationship between Stretto and the Trustee; or (iv) combine the Personal Information that Stretto receives from, or on behalf of, the Trustee with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as permitted by CCPA.

13. Non-Solicitation

The Trustee agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain as employees, consultants, or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention; provided, however, that the foregoing shall not prohibit general advertisements for employment not specifically directed at any such employee, consultant, or independent contractor (but the hiring of any such employee, consultant, or independent contractor shall nevertheless be prohibited).

14. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, fire, flood, epidemic (but not COVID-19 under prevailing conditions), law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

15. Choice of Law

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. Arbitration

Any disputes related to this Agreement shall be brought in the Bankruptcy Case and decided by the Bankruptcy Court.

17. Integration: Severability; Modifications: Assignment

(a) Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof. The service agreement between Stretto and Stoli Group (USA), LLC and its affiliates is hereby effective immediately terminated as to Kentucky Owl, LLC.

(b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Trustee and an officer of Stretto.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Trustee's consent.

18. Electronic Signatures; Effectiveness of Counterparts

This Agreement may be executed with electronic signatures using DocuSign or a similar service that provides a complete, automated history of the sending and signing, including key event timestamps. If the Parties execute this Agreement electronically, they agree that their electronic signatures are the legally binding equivalent to their handwritten signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

19. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto:	Stretto 410 Exchange, Ste. 100 Irvine, CA 92602 Attn: Sheryl Betance Tel: 714.716.1872 Email: sheryl.betance@stretto.com
If to the Trustee:	Claudia Z. Springer, Chapter 11 Trustee c/o NOVO Advisors LLC 200 W. Madison Street, Suite 1000 Chicago, Illinois 60606 Tel: 215.896.3775 Email: cspring@novo-advisors.com

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

STRETTO, INC.

DocuSigned by:

Sheryl Betance

By: 32B6AEF623E0448...

Title:

KENTUCKY OWL CHAPTER 11 TRUSTEE

DocuSigned by:

Claudia Springer

By: Claudia Z. Springer

Title: Chapter 11 Trustee of Kentucky Owl, LLC

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the "**Agreement**") by and between Stretto (the "**Processor**") and the Trustee (together, the "**Parties**") only if Trustee notifies Processor in advance of processing relevant data that such data is subject to the GDPR pursuant to Paragraphs 11(c) and 11(d) of the Agreement[1].

RECITALS

WHEREAS,

(A) The Processor and the Trustee have agreed to the following terms regarding the Processing of Trustee Personal Data.

(B) The Trustee acts as a Controller of the Trustee Personal Data.

(C) The Trustee wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.

(D) The Trustee instructs the Processor to process Trustee Personal Data.

(E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "**GDPR**").

NOW THEREFORE, the Trustee and the Processor agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings.

(a) "**Addendum**" shall mean this GDPR Addendum;

(b) "**Trustee Personal Data**" means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Trustee pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Trustee's employees, clients, customers, creditors, equity interest holders, or counter-parties;

(c) "**Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

[1] Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.

(d) "**Services**" means the services the Processor provides to the Trustee pursuant to the Agreement;

(e) "**Subprocessor**" means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Trustee in connection with the Agreement;

(f) "**Technical and organizational security measures**" means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

(g) The terms "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**", "**Special Categories of Personal Data**", and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2. **Obligations of the Trustee.** The Trustee agrees and warrants:

(a) that the Processing, including the transfer itself, of the Trustee Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);

(b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the Trustee Personal Data transferred only on the Trustee's behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;

(c) that the Processor will implement appropriate technical and organizational security measures with respect to the Personal Data;

(d) that after assessment of the requirements of the applicable Data Protection Laws, the technical and organizational security measures implemented by Processor are appropriate to protect the Trustee Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the technical and organizational security measures; and

(f) that the Trustee Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

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3. **Obligations of the Processor.** The Processor agrees:

(a) to comply with the Data Protection Laws;

(b) to process the Trustee Personal Data only on behalf of the Trustee and in compliance with the Trustee's instructions and this Addendum unless required to do so by Data Protection Laws to which Processor is subject; in such a case, the Processor shall inform the Trustee of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; if Processor cannot comply with the Trustee's instructions, it agrees to inform promptly the Trustee of its inability to comply with such instructions, in which case the Parties shall work together in good faith to resolve Processor's inability to process Personal Data pursuant to the Trustee's instructions for no less than thirty (30) days, and failing resolution, Trustee is entitled to suspend the processing of Personal Data and/or terminate the Agreement;

(c) that it has implemented reasonable and appropriate technical and organizational security measures before processing the Trustee Personal Data;

(d) that it will promptly notify the Trustee about:

(i) any legally binding request for disclosure of the Trustee Personal Data required by law, subpoena, warrant, court order, government agency, or law enforcement unless otherwise prohibited by law, subpoena, warrant, court order, government agency, or law enforcement;

(ii) any Personal Data Breach ; and

(iii) any request received directly from any Data Subject and shall not otherwise respond to such request, unless required by Data Protection Laws;

(e) to respond promptly to reasonable inquiries from the Trustee relating to Processor's processing of the Trustee Personal Data and to abide by the advice of the supervisory authority with regard to the Processing of the Trustee Personal Data;

(f) to treat all confidential information and/or Trustee Personal Data received by Trustee in accordance with the confidentiality provisions in the Agreement. Any Subprocessor authorized by Processor or the Trustee shall contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality; and

(g) that it shall have the Trustee's authorization to use Sub-processors from an agreed list and shall specifically inform the Trustee in writing of any intended changes to that list through the addition or replacement of Sub-processors at least thirty (30) days in advance, thereby giving Trustee sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

4. **Obligations after Termination of Personal Data Processing Services.**

(a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the Trustee, return all Trustee Personal Data and the copies thereof to the Trustee or shall destroy all the Trustee Personal Data and notify the Trustee that it has done so, unless prohibited by applicable law, subpoena, warrant, court order, government agency, or law enforcement. In that case, the Processor will abide by the confidentiality provisions in the Agreement and will not further process the Trustee Personal Data.

(b) The Processor and any Subprocessor warrant that upon request of the Trustee and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

5. **Notices.**

(a) All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

Remainder of page is intentionally blank.

Exhibit B

Data Security Incident Notification Procedures

1. The following definitions shall apply to these data security incident notification procedures:

   (a) "**Covered Data**" means, in any form, format, or media, nonpublic information (i.e., information that is not posted on a public website maintained by Stretto in accordance with the Bankruptcy Code, the Bankruptcy Rules, or applicable bankruptcy case procedures or local rules, or filed on a non-confidential basis with the court-sponsored PACER or other docket filing system) provided or transferred to Stretto by Trustee or by an individual creditor, shareholder, or other third party for the purposes of Stretto's performance under this Agreement.

   (b) "**Data Security Incident**" means the unauthorized or accidental access to, or use, disclosure, alteration, loss, or destruction of, Covered Data.

   (c) "**Determine**" means Stretto has actual knowledge or reasonable certainty that a Data Security Incident has occurred.

   (d) "**Discover**" means Stretto reasonably believes that a Data Security Incident has occurred.

2. When Stretto Discovers a potential Data Security Incident, Stretto shall begin an investigation into the nature and scope of the potential Data Security Incident at the direction of Stretto's Chief Information Security Officer and/or incident response team.

3. As soon as practicable, but not later than seventy-two (72) hours after Stretto Determines that a Data Security Incident has occurred, Stretto will provide confidential written notification of the Data Security Incident to the Trustee and the attorney of record for the Trustee (collectively, the "**Trustee Notice Parties**"). Stretto may, in its discretion, provide confidential written or oral notification of the Data Security Incident to (a) the Bankruptcy Court, (b) the Clerk of the Bankruptcy Court, (c) the appropriate representative of the Office of the United States Trustee, and (d) all official committees of the Court (collectively, the "**Court Notice Parties**", and with the Trustee Notice Parties, the "**Notice Parties**") and, if Stretto provides such additional notice, Stretto shall contemporaneously (or sooner) notify the Trustee and its attorney of record that Stretto has provided such additional notice.

4. The notification described in Section 3 (the "**Preliminary Notification**") shall include the following information, to the extent known by Stretto at the time of the Preliminary Notification:

   (a) a brief description of the nature of the Data Security Incident, including how it occurred, when it occurred, and the date that Stretto Discovered the Data Security Incident;

   (b) a description of the Covered Data potentially impacted;

   (c) where appropriate, a description of what steps Stretto has taken or is taking to investigate and mitigate the effects of the Data Security Incident; and

(d) where appropriate, any corrective measures Stretto has taken or will take to reduce the likelihood of similar incident.

5. If requested, Trustee shall reasonably assist Stretto with Stretto's investigation of, and response to, a potential or actual Data Security Incident. After providing the Preliminary Notification, Stretto and the Notice Parties who have received notification will confer to determine, if necessary, an appropriate method to notify (a "**Supplemental Notification**") (a) creditors or claimants whose Covered Data may have been impacted by the Data Security Incident, and (b) any state, federal, or international governmental authorities or regulators, in accordance with applicable law.

6. If a law enforcement official informs Stretto that providing notification to third parties regarding the Data Security Incident would impede a criminal investigation or cause damage to national security, Stretto may delay any Preliminary Notification or Supplemental Notification for the time period specified by the law enforcement official.

7. Unless otherwise required by law, regulation, or court order, in providing any Preliminary Notification or Supplemental Notification, Stretto shall not be required to disclose (a) confidential or privileged information, (b) information that a law enforcement official has directed to remain confidential, (c) information regarding any other Stretto clients, or (d) the identities of any Stretto employees.

8. Notwithstanding any provisions to the contrary in this Agreement, in Stretto's discretion, Stretto may make public statements regarding a Data Security Incident, whether by posting on its website, in a statement to the media, or in a public filing. Stretto will endeavor to provide Trustee notice of the content of any such statement prior to publicly releasing such statement.

Remainder of page is intentionally blank.

STRETTO

Exhibit C

Preferred Rate Structure

STRETTO

OUR PRICING

Preferred Rate Structure

CONSULTING SERVICES & RATES	
Analyst The Analyst processes incoming mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.	Waived
Consultant (Associate/Senior Associate) The Associate manages the various data collection processes required by the Chapter 11 process.This includes, among other things, compiling the creditor matrix, completing Schedules/SOFA form and generating drafts of same for counsel and advisors, reviewing and processing claims and ballots, and coordinating all physical and electronic noticing. The Senior Associate oversees projects for compilation of the Schedules & SOFA forms, the creditor matrix and noticing. In addition, they oversee quality control and generate custom claim and ballot reports. Senior Associates average over seven years of experience.	$70-$200
Director / Managing Director The Director is the primary contact for the company, counsel and other professionals and oversees and supports all aspects of the administration for the entirety of an engagement. The Managing Director provides industry and/or project specific expertise to support complex matters. Professionals, including Stretto's executive management team will serve in this role when appropriate. Stretto's Directors and Managing Directors have over fifteen years of experience and are typically former restructuring professionals.	$210-$250
Solicitation Director The Solicitation Associate reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. The Solicitation Associate also prepares customized reports relating to voting and other corporate events, including exchange offers and rights subscriptions. The Solicitation Associate also interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and related communications.	$275
Executive Management Our Executive Management team oversees Stretto's Corporate Restructuring group and will provide consulting support to this matter at no charge.	Waived

CALL CENTER AND COMMUNICATION SUPPORT SERVICES	
Tier 1 Support Automated IVR telephone support	Waived
Tier 2 Support AI-Enhanced client support including real-time online chat and document summarization	$15
Tier 3 Live Support Dedicated, live communications team support including telephone and email communication	$65-$95

PRINTING & NOTICING SERVICES	
Printing	$0.10 (per image)[1]
Postage/Overnight Delivery	Preferred Rates
ECF Email Noticing	Waived
Email Document Service	Pricing Available on Request
Fax Noticing	$0.10 (per page)
Envelopes	Varies by Size
Coordinate and Publish Legal Notices	Pricing Available on Request
Public Securities Events	Varies by Event

ELECTRONIC SERVICES	
Case Homepage Set-Up and Hosting	Waived
Robotic Process Automation[2]	Starting at $0.48 (per process)
Encrypted HTTPS Bandwidth (volume discount applies)	Starting at $0.125 (per MB)
Online Monthly Operating Report Platform Subscription	Waived
AI-Enhanced Communications Platform (monthly)	Starting at $500 per month[3]

[1] Print Surcharge of $0.05 may apply to mailings requested outside carrier hours (8am – 6pm ET, Monday – Friday)

[2] Includes ECF docket automation, subscription-based docket notifications, USPS bulk mail operations, address validation, e-filing transactions, cloud computing charges, and related activities

[3] Monthly rate based on size of creditor matrix

STRETTO

CLAIMS ADMINISTRATION & MANAGEMENT EXPENSES	
License Fee and System Maintenance	$0.10 (per creditor per month)
Database and System Access (Unlimited Users)	Waived
Online Claims Filing Portal	Waived
Online Ballots Filing Portal	Waived
Preference Analysis (Initial Preference Review)	Standard Hourly Rates

DOCUMENT MANAGEMENT SERVICES	
Electronic Imaging (Per Imaged Page)	$0.10
FedRAMP Compliant File Retention (volume discount applies)	Starting at $0.125 (per MB)
Virtual Data Room	Available Upon Request

CALL CENTER AND COMMUNICATION SUPPORT SERVICES	
Case-Specific Toll-Free Number and Voice-Mail Box	Waived
Interactive Voice Response (Per Minute)	Waived
Monthly Maintenance Charge	Waived

DISBURSEMENT SERVICES	
Check Issuance	Available on Request
Account Opening Fee	Available on Request
W-9 Mailing and Maintenance of TIN Database	Standard Hourly Rates
Disbursements - Record to Transfer Agent	Quoted at Time of Request

<u>Exhibit C</u>

Betance Declaration

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.	§	

DECLARATION OF SHERYL BETANCE IN SUPPORT OF
EMERGENCY APPLICATION OF CLAUDIA Z. SPRINGER, CHAPTER 11 TRUSTEE OF DEBTOR KENTUCKY OWL, LLC, FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING, AND SOLICITATION AGENT EFFECTIVE AS OF APPOINTMENT DATE

I, Sheryl Betance, pursuant to 28 U.S.C. § 1746, hereby declare, under penalty of perjury:

1. I am a Senior Managing Director of Corporate Restructuring at Stretto, Inc. ("Agent"), a chapter 11 administrative services firm with offices located at 410 Exchange, Ste. 100, Irvine, California 92602. Except as otherwise noted in this declaration (this "Declaration"), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the Kentucky Owl Trustee's *Emergency Application for Entry of an Order Authorizing the Employment and Retention of Stretto, Inc. as Claims, Noticing, and Solicitation Effective as of the Appointment Date* (the "Application").[2]

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[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.

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

Qualifications

3. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active and former cases include: *In re PrimaLend Capital Partners, L.P.*, Case No. 25-90013 (MXM) (Bankr. N.D. Tex. Oct. 22, 2025); *In re Omnicare, LLC*, Case No. 25-80486 (SGJ) (Bankr. N.D. Tex. Sept. 24, 2025); *In re Scanrock Oil & Gas, Inc.*, Case No. 25-90001 (MXM) (Bankr. N.D. Tex. Mar. 4, 2025); *In re CareMax, Inc.*, Case No. 24-80093 (MVL) (Bankr. N.D. Tex. Dec. 20, 2024); *In re TGI Friday's Inc.*, Case No. 24-80069 (SGJ) (Bankr. N.D. Tex. Dec. 3, 2024); *In re BUCA Tex. Rests., L.P.*, Case No. 24-80058 (SGJ) (Bankr. N.D. Tex. Aug. 7, 2024); *In re Tubular Synergy Grp., LP*, Case No. 24-80056 (SWE) (Bankr. N.D. Tex. July 11, 2024); *In re KidKraft, Inc.*, Case No. 24-80045 (MVL) (Bankr. N.D. Tex. May 14, 2024); *In re Eye Care Leaders Portfolio Holdings, LLC*, Case No. 24-80001 (MVL) (Bankr. N.D. Tex. Jan. 17, 2024); and *In re Sunland Med. Found.*, Case No. 23-8000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023).[3]

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[3] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Declaration. Copies of these cited orders are available upon request to the Kentucky Owl Trustee's proposed counsel.

Services to be Rendered

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Stretto will perform, at the request of the Office of the Clerk of the Court (the "Clerk") the services specified in paragraphs 13 and 14 of the Application. In performing such services, Stretto will charge the Debtor the rates set forth in the Engagement Letter, which is attached as **Exhibit B** to the Application.

5. Stretto represents, among other things, the following:

(a) Stretto is not a creditor of the Debtor;

(b) Stretto will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Agent in this chapter 11 case;

(c) By accepting employment in this chapter 11 case, Stretto waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

(d) In its capacity as the Agent in this chapter 11 case, Stretto will not be an agent of the United States and will not act on behalf of the United States;

(e) Stretto will not employ any past or present employees of the Debtor in connection with its work as the Agent in this chapter 11 case;

(f) Stretto is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(g) In its capacity as Agent in this chapter 11 case, Stretto will not intentionally misrepresent any fact to any person;

(h) Stretto shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;

(i) Stretto will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

(j) None of the services provided by Stretto as Agent in this chapter 11 case shall be at the expense of the Clerk.

6. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "Potential Parties in Interest"), attached hereto as **Annex 1**, in this chapter 11 case. The list of Potential Parties in Interest was provided by the Debtor and included, among other parties, the Debtor, the Stoli Debtor, non-Debtor affiliates, former directors and officers, equity holders, lender, unsecured creditors, the United States Trustee and persons employed in the office of the United States Trustee, and other parties. The Potential Parties in Interest list was compared to an internal database that includes, among others, Stretto's parent entities, affiliates, and subsidiaries. Stretto's internal database also includes Stone Point Capital LLC ("Stone Point"), its funds, and each such fund's respective portfolio companies as set forth in the list most recently provided to Stretto by Stone Point's internal compliance department (the "Stone Point Searched Parties"). The results of the conflict check were compiled and reviewed by Stretto professionals under my supervision. At this time, and as set forth in further detail herein, Stretto is not aware of any connection that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Stretto, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors, or other relevant parties. Stretto has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, in matters unrelated to this chapter 11 case, Stretto and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtor's chapter 11

case. Stretto may also provide professional services to entities or persons that may be creditors or parties in interest in this chapter 11 case, which services do not directly relate to, or have any direct connection with, this chapter 11 case or the Debtor. Based upon a review of the list of Potential Parties in Interest:

- The list of Potential Parties in Interest includes entities, as set forth on **Annex 2** attached hereto, which are current, former or potential defendants to avoidance actions brought under the Bankruptcy Code by clients of Stretto Recovery Services. However, to the best of my knowledge, such relationships are materially unrelated to this chapter 11 case.

8. To the best of my knowledge, none of Stretto's employees are related to bankruptcy judges in the Northern District of Texas, the United States Trustee for Region 6, or any attorney known by Stretto to be employed in the Office of the United States Trustee serving the Northern District of Texas.

9. Certain of Stretto's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in this case. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtor while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when this chapter 11 case was filed. To the best of my knowledge, none of Stretto's professionals were partners of, or formerly employed within the last three years by firms that are Potential Parties in Interest or that have filed a notice of appearance in this chapter 11 case.

10. Stretto and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Stretto or its personnel may appear in chapter 11 cases representing the Debtor or parties in interest. To the best of my knowledge, Stretto does not currently utilize the services of any law firms, investment banking and advisory firms, accounting firms, or financial

advisors who have been identified as Potential Parties in Interest or who have filed a notice of appearance in this chapter 11 case.

11. At the request of the Kentucky Owl Trustee and as provided in the Engagement Letter, Stretto or its affiliate may provide services other than the services described in the Application to the Kentucky Owl Trustee that she may require in the ordinary course of business, including establishing one or more accounts with financial institutions in the name of and as agent for the Kentucky Owl Trustee to facilitate depository management and other treasury services, for which Stretto or its affiliate may be compensated by the applicable financial institution.

12. In April 2017, Stretto was acquired by the Trident VI Funds managed by private equity firm Stone Point. Stone Point is a financial services-focused private equity firm based in Greenwich, Connecticut. The firm has raised and managed ten private equity funds—the Trident Funds—with aggregate committed capital of approximately $65 billion. Stone Point targets investments in the global financial services industry, and related sectors.

13. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules. Stretto has searched the names of the Debtor and the names of the Potential Parties in Interest against the Stone Point Searched Parties.

14. Based solely on the foregoing search, Stretto has determined that neither the Trident VI Funds, Stone Point nor the Stone Point Searched Parties have been identified on the parties in interest list in this chapter 11 case as of the date hereof and to the best of its knowledge, that there are no material connections that require disclosure. To the extent Stretto learns of any material connections between Stone Point's funds or investments included in the above-described conflicts search and the Debtor, Stretto will promptly file a supplemental disclosure. Stretto may have had,

may currently have, or may in the future have business relationships unrelated to the Debtor with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

15. From time to time, Stretto partners or employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire a debt or equity security of many companies, one of which may be the Debtor or its affiliates, often without Stretto's or its personnel's knowledge. Each Stretto partner or employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund is generally operated as a blind pool, meaning that when the Stretto partners or employees make an investment in the particular Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

16. From time to time, Stretto partners or employees may personally directly acquire a debt or equity security of a company that may be the Debtor or its affiliates. Stretto has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to the foregoing, all Stretto partners and employees are barred from trading in securities with respect to matters in which Stretto is retained. Subject to the foregoing, upon information and belief, and upon reasonable inquiry through email survey of Stretto's employees, Stretto does not believe that any of its partners or employees own any debt or equity securities of a company that is the Debtor or its affiliates.

17. To the best of my knowledge, Stretto (a) does not hold or represent an interest adverse to the Debtor's estate; (b) is a "disinterested person" that (i) is not a creditor, an equity

security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a director, officer, or employee of the Debtor, and (iii) does not have an interest materially adverse to the interest of the Debtor's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason; and (c) has disclosed all of Stretto's connections with the Debtor, its creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

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

Dated: April 8, 2026

<u>/s/ Sheryl Betance</u>
Sheryl Betance
Senior Managing Director
Stretto, Inc.
410 Exchange, St. 100
Irvine, CA 92602

Annex 1

DEBTORS/AFFILIATES:
Stoli Group (USA), LLC
Kentucky Owl IP SARL
Kentucky Owl RE, LLC
Louisiana Spirits LLC S.P.I.
Spirits (Cyprus) Ltd S.P.I.
Worldwide Trade

FORMER DIRECTORS AND OFFICERS:
Chris Caldwell
Andrey Shishkov
Alexey Oliynik
Matthew Spooner
Heidi Thomas
Sarah Hensen
Yuri Shefler

LENDER:
Fifth Third Bank, National Association

BANKS:
Fifth Third Bank, National Association
Wells Fargo Bank NA

EQUITY HOLDERS:
S.P.I. Spirits (Cyprus) Limited
S.P.I. Worldwide Trade Limited

LANDLORD:
135 East 57th Street, LLC

INSURANCE PROVIDERS:
AFCO Credit Corporation
Cigna Group Corporation
Cigna Health & Life Insurance Company
McGriff Insurance Services Inc.
Principal Financial Services, Inc.
ShelterPoint Life Insurance Company
The Hartford Financial Services Group

OFFICE OF THE U.S. TRUSTEE FOR N.D. TEX.:
Alexandria Hughes
Asher Bublick
C. Marie Goodier
Cheryl H. Wilcoxson
Elizabeth Young
Erin Schmidt
Felicia P. Palos
Fernando Garnica
Jason Russell
Kara Croop
Kendra M. Rust
Lisa L. Lambert
Meredyth Kippes
Nancy S. Resnick
Rafay Suchedina
Reinhard Freimuth
Susan Hersh

NDTX JUDGES AND STAFF:
Edward L. Morris
Mark X. Mullin
Michelle V. Larson
Brad W. Odell
Scott W. Everett
Stacey G. C. Jernigan
Shelby Wimberly
Dawn Harden
Jenni Bergreen
Jennifer Speer
Karyn Rueter
Hawaii Jeng

GOVERNMENT / TAXING AUTHORITIES:
Alabama Department of Revenue
Alabama Office of the Attorney General
Alaska Department of Revenue
Alaska Office of the Attorney General
Arizona Department of Revenue
Arizona Office of the Attorney General
Arkansas Department of Finance & Administration

Arkansas Office of the Attorney General
California Franchise Tax Board
California Office of the Attorney General
Colorado Department of Revenue
Colorado Office of the Attorney General
Commonwealth of Massachusetts
Comptroller of Maryland Connecticut
Department of Revenue Services
Connecticut Office of the Attorney General
Delaware Department of Justice
Delaware Division of Revenue
District of Columbia Office of the Attorney General
Florida Department of Revenue
Florida Office of the Attorney General
Georgia Department of Revenue
Georgia Office of the Attorney General
Hawaii Department of Taxation
Hawaii Office of the Attorney General
Idaho Office of the Attorney General
Idaho State Tax Commission
Illinois Department of Revenue
Illinois Office of the Attorney General
Indiana Department of Revenue
Indiana Office of the Attorney General
Internal Revenue Service
Iowa Department of Revenue
Iowa Office of the Attorney General
Kansas Department of Revenue
Kansas Office of the Attorney General
Kentucky Department of Revenue
Kentucky Office of the Attorney General
Liquor Control Board of Ontario
Louisiana Department of Revenue
Louisiana Office of the Attorney General
Maine Office of the Attorney General
Maine Revenue Services
Maryland Office of the Attorney General
Massachusetts Department of Revenue
Massachusetts Office of the Attorney General
Michigan Department of Treasury
Michigan Office of the Attorney General
Minnesota Department of Revenue
Minnesota Office of the Attorney General
Mississippi Department of Revenue
Mississippi Office of the Attorney General
Missouri Department of Revenue
Missouri Office of the Attorney General
Montana Department of Revenue
Montana Office of the Attorney General
National Alcohol Beverage Control Agency
Nebraska Department of Revenue
Nebraska Office of the Attorney General
Nevada Office of the Attorney General
New Hampshire Department of Revenue Administration
New Hampshire Office of the Attorney General
New Jersey Division of Taxation
New Jersey Office of the Attorney General
New Mexico Office of the Attorney General
New Mexico Taxation and Revenue Department
New York Office of the Attorney General
New York State Department of Taxation and
North Carolina Department of Revenue
North Carolina Office of the Attorney General
North Dakota Office of State Tax Commissioner
North Dakota Office of the Attorney General
Northern District of Texas Office of the U.S. Trustee
NYC Department of Finance
Ohio Department of Taxation
Ohio Office of the Attorney General
Oklahoma Office of the Attorney General
Oklahoma Tax Commission
Oregon Department of Revenue
Oregon Department of Revenue
Oregon Office of the Attorney General
Pennsylvania Department of Revenue
Pennsylvania Office of the Attorney General
Rhode Island Division of Taxation
Rhode Island Office of the Attorney General
South Carolina Department of Revenue
South Carolina Office of the Attorney General
South Dakota Office of the Attorney General

State of Connecticut
State of Florida
State of New Hampshire
State of New Jersey
State of North Carolina
State of South Carolina, Dept of Revenue
Tennessee Department of Revenue
Tennessee Office of the Attorney General
Texas Comptroller of Public Accounts
Texas Office of the Attorney General
Treasurer - State of Iowa
Treasurer - State of Maine
U.S. Attorney's Office for the Northern District of Texas
U.S. Customs and Border Protection
Utah Office of the Attorney General
Utah State Tax Commission
Vermont Department of Taxes
Vermont Information Processing, Inc
Vermont Office of the Attorney General
Virginia Department of Taxation
Virginia Office of the Attorney General
Washington Department of Revenue
Washington Office of the Attorney General
West Virginia Office of the Attorney General
West Virginia State Tax Department
Wisconsin Department of Revenue
Wisconsin Office of the Attorney General
Wyoming Liquor Division Wyoming Office of the Attorney General

VENDORS/UNSECURED CREDITORS/OTHER:
Bardstown Bourbon Company
Bottle Raiders, Inc.
Brindiamo Group LLC
Corporation Service Company
Impaks Ltd.
Internal Revenue Service
Kentucky Owl IP Sarl
Louisiana Spirits LLC
Shapiro Goldstein Moses & Artuso
S.P.I. Spirits (Cyprus) Ltd.
SPI World Trade Limited
Steklarna Hrastnik d.o.o.
TAPI S.p.a.
Trade Winds Transit

Annex 2

AFCO Credit Corporation
Alabama Department of Revenue
Arizona Department of Revenue
California Department of Tax and Fee Administration
Cigna Healthcare
Colorado Department of Revenue
Comptroller of Maryland
CSC Corporation Service Company
Florida Department of Revenue
Georgia Department of Revenue
Idaho State Tax Commission
Illinois Department of Revenue
Indiana Department of Revenue
Iowa Department of Revenue
Kansas Department of Revenue
Kentucky Department of Revenue
Louisiana Department of Revenue and Taxation
Massachusetts Department of Revenue
Minnesota Revenue
Mississippi Department of Revenue
Missouri Department of Revenue
Nebraska Department of Revenue
New Mexico Taxation and Revenue Department
New York State Department of Taxation and Finance
North Carolina Department of Revenue
Ohio Department of Taxation
Pennsylvania Department of Revenue
State of West Virginia
Texas Comptroller of Public Accounts
U.S. Customs and Border Protection
Utah State Tax Commission
Virginia Department of Taxation
Washington State Department of Revenue
Wells Fargo
Wisconsin Department of Revenue