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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.	§	
	§	

KENTUCKY OWL CHAPTER 11 TRUSTEE'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF TIME AND TASKS LLC AS INVENTORY BROKER FOR THE KENTUCKY OWL CHAPTER 11 TRUSTEE EFFECTIVE AS OF MARCH 12, 2026

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at https://ecf.txnb.uscourts.gov/ no more than twenty-one (21) days after the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection

[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.

that is actually received by the clerk and filed on the docket no more than twenty-one (21) days after the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

Claudia Z. Springer (the "Kentucky Owl Trustee"), as chapter 11 trustee of Kentucky Owl, LLC (the "Debtor"), submits this application (this "Application") for entry of an order substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), authorizing the employment and retention of Time and Tasks LLC ("Time and Tasks"), as inventory broker for the Kentucky Owl Trustee in accordance with the terms and conditions set forth in that certain Retention Agreement, dated as of March 12, 2026, by and between the Kentucky Owl Trustee and Time and Tasks (the "Retention Agreement"), a copy of which is attached to the Proposed Order as Exhibit 1. In support of this Application, the Kentucky Owl Trustee submits the declaration of Donald Snyder (the "Snyder Declaration"), a co-founder and consultant with Time and Tasks, attached hereto as **Exhibit B**. In further support of this Application, the Kentucky Owl Trustee respectfully states as follows:

JURISDICTION AND VENUE

1. 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 the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

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

3. The legal predicates for the relief requested in this Application are sections 327(a), 328(a), 330 and 331 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rule 2014-1 of the

Local Bankruptcy Rules for the Northern District of Texas (the "Local Bankruptcy Rules"), and the Procedures for Complex Cases in the Northern District of Texas.

4. The Kentucky Owl Trustee confirms her consent to the entry of a final order by the Court in connection with the Application in the event that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

BACKGROUND

General Background:

5. On November 27, 2024, the Debtor and its affiliate Stoli Group (USA), LLC each filed voluntary petitions for relief under Chapter 11.

6. On February 5, 2026, the Court entered an order authorizing and directing the Office of the United States Trustee (the "U.S. Trustee") to appoint a chapter 11 trustee for the Debtor [Docket No. 1123].

7. On February 19, 2026, the U.S. Trustee appointed the Kentucky Owl Trustee [Docket No. 1145]. On March 4, 2026, the Bankruptcy Court entered an order approving the appointment of the Kentucky Owl Trustee [Docket No. 1172].

The Inventory:

8. The Debtor's inventory consists of over 35,000 barrels and approximately 19,000 proof gallons of bourbon whiskey of varying vintages spanning production years 2013 through 2025 (collectively, the "Inventory"). The Inventory reflects a diverse set of underlying mash bills, encompassing approximately twenty distinct recipes with differing proportions of corn, rye, wheat, and malted barley, resulting in a broad spectrum of flavor profiles, aging characteristics, and potential end-market positioning. The Inventory is in various stages of maturation, representing a

significant and time-sensitive asset whose value is intrinsically tied to aging progression, storage conditions, and market demand for premium and ultra-premium American whiskey.

9. The Kentucky Owl Trustee anticipates in the short-term seeking this Court's authority to implement proposed sale procedures for the monetization of the inventory for the benefit of the creditors and to advance the Debtor's chapter 11 case to conclusion. Time and Tasks will be an integral part of this process.

RELIEF REQUESTED

10. By this Application, the Kentucky Owl Trustee seeks entry of an order, authorizing the Kentucky Owl Trustee to (i) employ and retain Time and Tasks as broker for the Inventory in accordance with the Retention Agreement; (ii) approving the terms of Time and Tasks' employment and retention, including the fee and expense structure set forth herein; (iii) granting the relief requested in the Proposed Order; and (iv) granting all other and further relief as is just and proper.

11. The Kentucky Owl Trustee seeks the retention of Time and Tasks as its broker for the Inventory pursuant to section 327(a) of the Bankruptcy Code, which provides that, subject to the approval of the bankruptcy court, a trustee:

> . . . may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

12. Additionally, Bankruptcy Rule 2014(a) requires that an application for retention of professionals pursuant to section 327 must include:

> . . . specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

13. The Kentucky Owl Trustee also seeks approval of the fee and expense structure set forth in the Retention Agreement under section 328(a) of the Bankruptcy Code, which provides that, with bankruptcy court approval, a debtor in possession may employ professional persons under section 327(a) of the Bankruptcy Code "on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). The Kentucky Owl Trustee submits that the terms and conditions of Time and Tasks' employment, as disclosed in this Application, are reasonable and satisfy the standard set forth in section 328(a) of the Bankruptcy Code.

14. Accordingly, for the reasons stated herein and in the Snyder Declaration, the Kentucky Owl Trustee submits that it is in the best interest of the Debtor's estate to retain Time and Tasks, pursuant to the Retention Agreement, as broker for the Inventory in the Debtor's chapter 11 case.

TIME AND TASKS' QUALIFICATIONS

15. Time and Tasks provides consulting services to distilleries across North America. It advises distilleries of all sizes on startup, development, barrel sales and brokering, internal audits and compliance checks, valuations, and merger and acquisition support. Time and Tasks' leadership team consisting of Mr. Snyder and Mr. John Little are recognized leaders in the distilling industry and frequently aid companies in monetizing assets and maximizing profitability in all market conditions.

SERVICES TO BE PROVIDED

16. Subject to approval by, and further order of this Court, Time and Tasks will provide services to the Kentucky Owl Trustee in support of the Debtor's chapter 11 case as follows, and as set forth more fully in the Retention Agreement:

a. A constant review of the current aged barrel market to find the current sale prices of the Inventory while maintaining connections with other brokers;

b. Advice to the Kentucky Owl Trustee and her other professionals on the overall strategy of finding buyers, negotiating deals, prioritizing high-value Inventory for immediate sale, and finding optimal storage solutions for the Inventory;

c. Identification of potential buyers of the Inventory; and

d. Other consulting services and support as requested by the Kentucky Owl Trustee.

17. Pursuant to the Retention Agreement, Time and Tasks will have the exclusive right to market the Inventory, in consultation with the Kentucky Owl Trustee, unless terminated by mutual consent of the parties or further order of the Court. The Retention Agreement in no way limits or prevents the Kentucky Owl Trustee, in furtherance of her fiduciary duties, from considering inquiries from parties interested in the Inventory and agreeing to sales not sourced by Time and Tasks.

18. The Kentucky Owl Trustee does not believe that Time and Tasks brokering services will be duplicative of the services provided by the Kentucky Owl Trustee's other proposed retained professionals. Time and Tasks will use reasonable efforts to coordinate with all retained professionals to avoid the unnecessary duplication of services.

TIME AND TASKS' DISINTERESTEDNESS

19. To the best of the Kentucky Owl Trustee's knowledge, (a) Time and Tasks is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code and does not hold or represent any interest adverse to the Debtor; and (b) the professionals of Time and Tasks have not represented and do not have any connection with the Debtor, its creditors, its equity holders, or any other party in interest in any matters relating to the Debtor or its estate.

TIME AND TASKS' PROPOSED COMPENSATION

20. The Kentucky Owl Trustee understands that Time and Tasks intends to be compensated for professional services rendered and reimbursed for expenses incurred in connection with Debtor's chapter 11 case in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of the Bankruptcy Court, and the terms of the Retention Agreement.

21. Specifically, and as more fully described in the Retention Agreement, Time and Tasks shall not charge any fees related to its consulting services. It shall receive, in addition to the reasonable and documented out of pocket costs and expenses thereof, the following commissions (together, the "Fee Structure"):

a. Direct Sales: A seven percent (7%) commission on the gross sales of every barrel sale of the Inventory made by the Kentucky Owl Trustee to buyers specifically identified or referred by the Time and Tasks to the Kentucky Owl Trustee; and

b. Indirect Sales: For any sales of the Inventory consummated by the Kentucky Owl Trustee with a buyer not specifically identified or referred by Time and Tasks, the Time and Tasks shall be entitled to a three and one half percent (3.5%) commission on the gross sales of every such barrel sale of Inventory made by the Kentucky Owl Trustee to such buyers.

22. The Kentucky Owl Trustee has been advised that the Fee Structure that Time and Tasks will use in the Debtor's chapter 11 case is significantly lower than the rate structure that Time and Tasks uses in other matters, as well as industry norms. The Fee Structure is designed to fairly compensate Time and Tasks' professionals and to cover routine expenses.

23. The Kentucky Owl Trustee respectfully submits that this Fee Structure is both reasonable and in the best interest of the Debtor's estate. Because compensation under the Retention Agreement is in the form of set-rate commissions, the detailed filing requirements of Bankruptcy Rule 2016 would require the expenditure of unnecessary time and fees in compiling

time records and preparing fee applications and could hinder Time and Tasks from performing its services in as efficient a manner possible. Moreover, because Time and Tasks' compensation will not be a function of the time spent working on this engagement, and instead constitutes, essentially, a success fee, keeping time records is completely unnecessary and would be unduly burdensome to Time and Tasks, and would be inconsistent with the common practice of inventory brokers. To the extent parties in interest object to the terms of the Retention Agreement or the compensation contemplated thereby, such parties shall have the opportunity to have such objections heard in connection with this Application, irrespective of whether Time and Tasks submits fee applications and time records. Therefore, no party in interest will be prejudiced by the fee and compensation structure proposed herein.

24. Accordingly, the Kentucky Owl Trustee seeks relief from any requirement for Time and Tasks to maintain time records, file interim fee applications, or otherwise obtain any further order of the Court prior to payment in accordance with the Fee Structure, including upon the closing of a sale of any Inventory. Time and Tasks will, however, file a final fee application with a summary of fees earned and expenses incurred, as invoiced, along with a summary of the fees and expenses paid in connection therewith.

NOTICE

(a) This Application has been provided to (i) the U.S. Trustee; (ii) counsel for the Official Committee of Unsecured Creditors appointed in the jointly administered cases; (iii) counsel for Fifth Third Bank, National Association, the Debtor's secured lender; and (iv) all parties in interest who have formally appeared and requested notice. The Kentucky Owl Trustee respectfully submit that no further notice of this Application is required.

(b) The pleadings in the Debtor's chapter 11 case and supporting papers are available on the Debtor's website at https://cases.stretto.com/Stoli or on the Bankruptcy Court's website at https://ecf.txnb.uscourts.gov/.

NO PREVIOUS REQUEST

(c) 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 entry of the Proposed Order and granting such other relief as the Court deems appropriate under the circumstances.

Dated: March 27, 2026

/s/ Claudia Z. Springer
Claudia Z. Springer, solely in her capacity as
Chapter 11 Trustee of Kentucky Owl, LLC

Certificate of Service

I certify that on March 27, 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

Exhibit A

Proposed Retention Order

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

In re:	§	Case No. 24-80146-swe11
	§	
STOLI GROUP (USA), LLC, *et al.*,[1]	§	Chapter 11
	§	
	§	
Debtors.	§	(Jointly Administered)
	§	

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF TIME AND TASKS LLC AS INVENTORY BROKER FOR THE KENTUCKY OWL CHAPTER 11 TRUSTEE EFFECTIVE AS OF MARCH 12, 2026

1. The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Stoli Group (USA), LLC (5602) and Kentucky Owl, LLC (3826). Kentucky Owl, LLC's mailing address is Attn: Claudia Z. Springer, Chapter 11 Trustee, c/o NOVO Advisors LLC, 200 W. Madison Street, Suite 1000, Chicago, Illinois 60606.

Upon the application (the "Application")[2] of Claudia Z. Springer (the "Kentucky Owl Trustee"), as chapter 11 trustee of Kentucky Owl, LLC (the "Debtor"), for entry of an order (this "Order") pursuant to sections 327(a), 328(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1, authorizing the Kentucky Owl Trustee to employ and retain Time and Tasks LLC ("Time and Tasks") as broker for the Inventory, on the terms set forth in the Retention Agreement annexed to the Application, as modified herein; and upon the Snyder Declaration annexed to the Application; all as more fully set forth in the Application; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and that this Court may enter a final order consistent with Article III of the United States Constitution; 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 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 relief requested in the Application is in the best interests of the Debtor and its estate; 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 and that no other notice need be provided; and this Court having reviewed the Application and the Snyder Declaration; and it appearing that Time and Tasks is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and

2. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application or the Retention Agreement, as applicable.

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 **APPROVED** as set forth in this Order.

2. The Kentucky Owl Trustee authorized to employ and retain Time and Tasks in the Debtor's chapter 11 case in accordance with the terms set forth in the Application, the Retention Agreement, and the Snyder Declaration, effective as of March 12, 2026.

3. Time and Tasks is authorized to perform any and all of the services for the Kentucky Owl Trustee that are necessary or appropriate in connection with the broker services described in the Application.

4. Except to the extent set forth herein, the Retention Agreement, including, without limitation, the Fee Structure, is approved pursuant to section 328(a) of the Bankruptcy Code and the Kentucky Owl Trustee is authorized to pay and reimburse Time and Tasks in accordance with the terms of, and at the time specified in, the Retention Agreement without further order of the Court to the extent set forth herein.

5. Time and Tasks shall file a final application for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in section 330 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures and any other applicable orders of this Court; *provided, however*, that the fees and expenses payable to Time and Tasks pursuant to the Retention Agreement shall be subject to review pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code. Time and Tasks shall not be required to file interim fee applications for allowance of compensation and

reimbursement of expenses pursuant to the procedures set forth in section 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or any other applicable procedures of the Court.

6. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any guidelines established by the U.S. Trustee regarding submission and approval of fee applications, Time and Tasks shall be excused from (a) the requirement to maintain or provide time records and (b) providing or conforming to any schedule of hourly rates.

7. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

8. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Bankruptcy Rules are satisfied by the contents of the Application.

9. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

10. In the event of any inconsistency between the Retention Agreement, the Application, and/or this Order, this Order shall govern.

 # # # END OF ORDER # # #

Order submitted by:

Rachael L. Smiley (State Bar. No. 24066158)
Megan F. Clontz (State Bar. No. 24069703)
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chris.gartman@hugheshubbard.com
jeff.margolin@hugheshubbard.com

Proposed Attorneys for the Kentucky Owl Trustee

Exhibit 1

Retention Agreement

EXPERIENCE DISTILLED
STRATEGIC SPIRITS CONSULTING

ENGAGEMENT LETTER

Experience Distilled (A division of Time and Tasks LLC)
3223 Open Meadow Loop
Oviedo, FL 32766
815-382-0021

Dear Ms. Claudia Springer,

THE PARTIES. This Engagement Letter ("Letter"), dated March 12, 2026, confirms the terms of employment agreed to by:

> Client: Claudia Springer, solely in her capacity as Chapter 11 Trustee of Kentucky Owl, LLC, with a mailing address c/o of Novo Advisors LLC, 200 W. Madison Street, Suite 1000, Chicago, Illinois 60606 ("Client").
>
> Service Provider: Time and Tasks LLC with a mailing address of 3223 Open Meadow Loop, Oviedo, FL 32766 ("Service Provider"). Donald Snyder and John Little, consultants with the Service Provider, shall lead this engagement.

SERVICES PROVIDED. The Service Provider is required to provide the following services (collectively, the "Services") to the Client:

Distilling Industry Professional Consulting. The Service Provider will provide consulting services to assist the Client in the liquidation of the aging Kentucky Owl, LLC ("Kentucky Owl") barrels. Consulting services will include:

- A constant review of the current aged barrel market to find the current sale prices of comparable barrels while maintaining connections with other brokers;
- Providing advice to the Client and her professionals on the overall strategy of finding buyers, negotiating deals, prioritizing high-value barrels for immediate sale, and finding optimal storage solutions for the barrels; and
- Other consulting services and support as requested by the Client.

Finding Buyers, Barrel Sales. Leveraging its established network of industry contacts, Service Provider will identify potential buyers. A fee, detailed below, will be paid to the Service Provider if buyers identified by the Service Provider result in one or more consummated sales. The Service Provider shall provide the Client all offers to purchase and indications of interest to purchase any asset of Kentucky Owl within one (1) business date of receipt by the Service Provider. In addition, the Service Provider shall provide the Client a written report at least every thirty (30) days regarding the progress on the marketing process, including, without limitation,

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STRATEGIC SPIRITS CONSULTING

detailing the industry participants and other potential buyers contacted by the Service Provider and the current status of such outreach.

FEES AND EXPENSES. The Client shall pay the Service Provider:

A seven percent (7%) commission on the gross sales of every barrel sale made by the Client to buyers specifically identified or referred by the Service Provider to the Client. For any sales consummated by the Client with a buyer not specifically identified or referred by the Service Provider, the Service Provider shall be entitled to a three and one half percent (3.5%) commission on the gross sales of every such barrel sale made by the Client to such buyers. The Service Provider will not charge the Client any fees related to any consulting services.

As needed, with prior written approval from the Client, the Service Provider will travel to distillery conferences, setup vendor booths, visit potential buyers, arrange for samples to be pulled and shipped, and other project-related places. Documented reasonable travel expenses will be reimbursed by the Client.

PRIMARY CONTACT (CLIENT). The primary contact for the Client regarding the Services referenced in this Letter shall be:

Individual's Name: Donald Snyder
Phone: 815-382-0021
E-Mail: Donald@timeandtasks.com

TERMINATION. Either party may terminate the Letter for whatever reason upon written notice to the other party, unless such termination requires Bankruptcy Court (as defined below) approval. Upon receipt of such notice, the Service Provider will stop all work immediately and provide all work product promptly to the Client.

ADDITIONAL TERMS. The Service Provider will send an invoice following the close of a barrel sale for the success commission, which is payable on 15 days terms. The Client shall seek approval of Service Provider's retention in the Kentucky Owl chapter 11 case (the "Chapter 11 Case") pending in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"). The Service Provider understands that is Letter is not enforceable absent the Bankruptcy Court's approval of the Service Provider's retention in the Chapter 11 Case. The Service Provider further understands that payments of all fees and expenses due under this Letter are subject to review and approval by the Bankruptcy Court. The Service Provider shall reasonably cooperate with the Client in obtaining Bankruptcy Court approval of its retention and all requests for allowance and payment of fees and expenses in the Chapter 11 Case. The Service Provider acknowledges that Kentucky Owl is solely responsible for such fees and

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expenses and the Client shall have no liability or obligations related to such fees and expenses in her personal capacity.

At the Service Provider's request, the Client shall be required to provide accurate information, to the extent reasonably available to the Client, to the Service Provider in a commercially reasonable manner and timeframe.

IN WITNESS WHEREOF, the Client and the Service Provider agree to the terms and conditions contained in this Letter.

DocuSigned by:

Client's Signature Claudia Springer Date March 12, 2026

0C929369295A402...

Printed Name Claudia Springer

Title Solely in her capacity as Chapter 11 Trustee of Kentucky Owl, LLC

Signed by:

Service Provider's Signature Donald Snyder Date March 12,2026

2A8380FBDE85439...

Printed Name Donald Snyder

Title Consultant

Experience Distilled (A division of Time and Tasks LLC)
3223 Open Meadow Loop
Oviedo, FL 32766
815-382-0021

docusign

Certificate Of Completion

Envelope Id: 7148EE56-3022-4974-BCF2-F66D73306F7F		Status: Completed
Subject: Complete with Docusign: ENGAGEMENT LETTER - Time - Execution.pdf		
Source Envelope:		
Document Pages: 3	Signatures: 1	Envelope Originator:
Certificate Pages: 3	Initials: 0	Jeff Margolin
AutoNav: Enabled		One Battery Park Plaza
EnvelopeId Stamping: Enabled		New York, NY 10004-1482
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		jeff.margolin@hugheshubbard.com
		IP Address: 208.127.224.152

Record Tracking

Status: Original 3/11/2026 9:45:55 PM	Holder: Jeff Margolin jeff.margolin@hugheshubbard.com	Location: DocuSign

Signer Events	Signature	Timestamp
Claudia Springer cSpringer@novo-advisors.com Chapter 11 Trustee Security Level: Email, Account Authentication (None)	DocuSigned by: Claudia Springer 0C929369295A402... Signature Adoption: Pre-selected Style Using IP Address: 174.197.70.95 Signed using mobile	Sent: 3/11/2026 9:47:06 PM Viewed: 3/11/2026 10:51:58 PM Signed: 3/11/2026 10:52:07 PM

Electronic Record and Signature Disclosure:
Accepted: 3/11/2026 10:51:58 PM
ID: 102ae4ba-68a4-4aa8-853e-d7ff3bbdb195

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2026 9:47:06 PM
Certified Delivered	Security Checked	3/11/2026 10:51:58 PM
Signing Complete	Security Checked	3/11/2026 10:52:07 PM
Completed	Security Checked	3/11/2026 10:52:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

docusign

Certificate Of Completion

Envelope Id: 04BA4445-42AB-4CB4-8592-F3A7A68D533C		Status: Completed
Subject: Complete with Docusign: Complete_with_Docusign_ENGAGEMENT_LETTER_-_T-.pdf		
Source Envelope:		
Document Pages: 4	Signatures: 1	Envelope Originator:
Certificate Pages: 3	Initials: 0	Jeff Margolin
AutoNav: Enabled		One Battery Park Plaza
EnvelopeId Stamping: Enabled		New York, NY 10004-1482
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		jeff.margolin@hugheshubbard.com
		IP Address: 165.1.205.89

Record Tracking

Status: Original 3/12/2026 11:32:15 AM	Holder: Jeff Margolin jeff.margolin@hugheshubbard.com	Location: DocuSign

Signer Events	Signature	Timestamp
Donald Snyder Donald@timeandtasks.com President Time and Tasks LLC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/12/2026 11:55:37 AM ID: fb47b1f7-d89d-416d-ba47-edafafd51a81	Signed by: Donald Snyder 2A8389FBDE85439... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:9:3::59 Signed using mobile	Sent: 3/12/2026 11:33:29 AM Viewed: 3/12/2026 11:55:37 AM Signed: 3/12/2026 11:56:12 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/12/2026 11:55:37 AM
Signing Complete	Security Checked	3/12/2026 11:56:12 AM
Completed	Security Checked	3/12/2026 11:56:12 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Hughes Hubbard & Reed LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

To withdraw your consent with Hughes Hubbard & Reed LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to the Hughes Hubbard attorney involved in the matter, and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Hughes Hubbard & Reed LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Hughes Hubbard & Reed LLP during the course of my relationship with you.

Exhibit B

Declaration of Donald Snyder

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

In re:	§	Case No. 24-80146-swe11
	§	
STOLI GROUP (USA), LLC, *et al.*,[1]	§	Chapter 11
	§	
	§	
Debtors.	§	(Jointly Administered)
	§	

DECLARATION OF DONALD SNYDER IN SUPPORT OF KENTUCKY OWL CHAPTER 11 TRUSTEE'S APPLICATION FOR ENTRY OF AN ORDERAUTHORIZING THE RETENTION AND EMPLOYMENT OF TIME AND TASKS LLC AS INVENTORY BROKER FOR THE KENTUCKY OWL CHAPTER 11 TRUSTEE EFFECTIVE AS OF MARCH 12, 2026

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

1. I am a co-founder and consultant with Time and Tasks LLC ("Time and Tasks"). I am familiar with the matters set forth herein and make this declaration (this "Declaration") in support of the *Kentucky Owl Chapter 11 Trustee's Application for Entry of an Order Authorizing the Retention and Employment of Time and Tasks LLC as Inventory Broker for the Kentucky Owl Chapter 11 Trustee Effective March 12, 2026* (the "Application").[2]

2. Time and Tasks provides consulting services to distilleries across North America. It advises distilleries of all sizes on startup, development, barrel sales and brokering, internal audits and compliance checks, valuations, and merger and acquisition support. Time and Tasks'

1. The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Stoli Group (USA), LLC (5602) and Kentucky Owl, LLC (3826). Kentucky Owl, LLC's mailing address is 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 but not defined herein shall have the meanings ascribed to such terms in the Application or the Retention Agreement, as applicable.

leadership team, consisting of myself and Mr. John Little, are recognized leaders in the distilling industry and frequently aid companies in the market in monetizing assets and maximizing profitability in all market conditions.

3. In connection with the Debtor's chapter 11 case, the Kentucky Owl Trustee has requested Court authorization to retain Time and Tasks as her broker for the Inventory (as defined in the Application).

4. Time and Tasks is willing to act on behalf of the Kentucky Owl Trustee and to subject itself to the jurisdiction and supervision of the Court. Additionally, Time and Tasks will coordinate with the other retained professionals in the Debtor's chapter 11 case to eliminate unnecessary duplication or overlap of work.

5. As set forth more fully in the Retention Agreement, and subject in its entirety to the terms set forth therein, Time and Tasks has agreed to accept compensation summarized as follows (however, the full terms of the Retention Agreement have been reviewed, approved and incorporated herein):

a. <u>Direct Sales</u>: A seven percent (7%) commission on the gross sales of every barrel sale of the Inventory made by the Kentucky Owl Trustee to buyers specifically identified or referred by the Time and Tasks to the Kentucky Owl Trustee; and

b. <u>Indirect Sales</u>: For any sales of the Inventory consummated by the Kentucky Owl Trustee with a buyer not specifically identified or referred by Time and Tasks, the Time and Tasks shall be entitled to a three and one half percent (3.5%) commission on the gross sales of every such barrel sale of Inventory made by the Kentucky Owl Trustee to such buyers.

c. None of the fees payable to Time and Tasks hereunder shall constitute a "bonus" under applicable law;

d. Time and Tasks is exempt from the requirement to keep time records;

e. Time and Tasks is exempt from the necessity of filing any interim fee application but will file a final fee application;

f. Time and Tasks' fees and expenses shall be treated as administrative expense claims in the Debtor's chapter 11 case;

g. Consistent with Section 504(a) of the Bankruptcy Code, Time and Tasks may not share or agree to share any compensation or reimbursement with another person or any compensation or reimbursement received by another person under Section 502(b)(2) or 503(b)(4) of the Bankruptcy Code; and

h. The terms and conditions of the Retention Agreement are "reasonable." If the Proposed Order authorizing the employment of Time and Tasks is obtained, the Kentucky Owl Trustee shall pay all fees and expenses as promptly as possible in accordance with the terms of the Retention Agreement and the Proposed Order without the need for further application to or order of this Court.

6. The above-referenced compensation and reimbursement provisions have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of Time and Tasks, which may foreclose other opportunities for Time and Tasks and that the actual time and commitment required of Time and Tasks may vary substantially from period to period.

7. The advisors to the Kentucky Owl Trustee have provided to me the list of creditors, equity holders and other interested parties in this case (the "Retention Checklist"), attached hereto as **Schedule 1**, and I have reviewed that list.

8. Time and Tasks is a "disinterested person" within the meaning of 11 U.S.C. Section 101(14). Time and Tasks has no business, professional or other connection with the Debtor and its estate, and does not represent, nor will it represent, any interest adverse to the estate in the matters in which it is to be engaged.

9. This Declaration is based on the information available to Time and Tasks on the date hereof. Time and Tasks maintains records of all of its clients. Time and Tasks has reviewed the Retention Checklist and has no connection to any party listed.

10. Time and Tasks may have represented in the past, may currently represent, and likely in the future will represent parties in interest in connection with matters unrelated to the Debtor and the Debtor's chapter 11 case. Time and Tasks does not represent any such entity in connection with the Debtor's chapter 11 case or have any relationship with any such entity, attorneys, accountants or advisors that would be adverse to the Debtor, its estate, or the Kentucky Owl Trustee.

11. Time and Tasks is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by section 1107(b), in that, to the best of my knowledge, Time and Tasks, its members and employees:

a. are not creditors, equity security holders, or insiders;

b. are not and were not investment bankers for any outstanding security of the Debtor;

c. have not been, within three years before the date of the filing of the petition, investment bankers for a security of the Debtor, or attorneys for such an investment bankers in connection with the offer, sale, or issuance of a security of the Debtor;

d. are not and were not, within two years before the date of the filing of the petition, a director, officer, or employee of the Debtor or of an investment banker specified in subparagraph (b) or (c) above; and

e. do not have an interest materially adverse to the interest of the 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 an investment banker specified in the subparagraph (b) or (c) above, or for any other reason.

12. Despite the efforts described above to identify and disclose Time and Tasks' connections with parties in interest in the Debtor's chapter 11 case, Time and Tasks is unable to

state with certainty that every client relationship or other connection has been disclosed. In this regard, if Time and Tasks discovers additional material information that it determines requires disclosure, it will promptly file a supplemental disclosure with this Court.

13. The scope of the services to be performed by Time and Tasks and the Fee Structure are accurately set forth in the Retention Agreement and Application as are the other terms of Time and Tasks' retention.

14. I have agreed to not share with any person except members and consultants of the firm the compensation to be paid for the services rendered in this case, except as described in the Retention Agreement.

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

Dated: March 27, 2026

/s/ *Donald Snyder*
Donald Snyder
Consultant
Time and Tasks LLC

Schedule 1

Potential Parties in Interest[1]

1. Time and Tasks' listing of a party as a potential party in interest in this **Schedule 1** is solely to illustrate Time and Tasks' conflict search process and is not an admission that any party has a valid claim against the Debtor or that any party properly belongs in this **Schedule 1** or has a claim or legal relationship to the Debtor of the nature described in this **Schedule 1**.

Kentucky Owl, LLC Relationship Checklist

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 NDTX:
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