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**PROPOSED COUNSEL TO DEBTORS
AND DEBTORS IN POSSESSION**

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

In re:

Stoli Group (USA), LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 24-80146-swe11

(Joint Administration Requested)

**DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF
INTERIM AND FINAL ORDERS AUTHORIZING THE EMPLOYMENT
AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING, AND
SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) respectfully state the following in support of this application (this “**Application**”):²

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal identification number, are Stoli Group (USA), LLC (5602) and Kentucky Owl, LLC (3826). The Debtors' address is 135 East 57th Street, 9th Floor, New York City, New York.

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.

I.
RELIEF REQUESTED

1. By this Application, the Debtors request entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “**Interim Order**” and the “**Final Order**” and, collectively, the “**Orders**”), authorizing the Debtors to retain and employ Stretto, Inc. (“**Stretto**”) as their claims and noticing agent (in such capacity, the “**Claims Agent**”) and their 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 Petition Date, in accordance with the terms and conditions of the engagement as set forth in the Services Agreement, entered into by and between the Debtors and Stretto on November 26, 2024, a copy of which is attached hereto as **Exhibit C** (the “**Engagement Letter**”). In support of this Application, the Debtors submit the Declaration of Sheryl Betance, Senior Managing Director, Corporate Restructuring, of Stretto, attached hereto as **Exhibit D** (the “**Betance Declaration**”).

2. The Debtors seek to retain Stretto as their Agent, including having Stretto assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors’ chapter 11 cases (the “**Chapter 11 Cases**”). The Debtors’ selection of Stretto to act as the Agent is appropriate under the circumstances and in the best interest of their estates. Moreover, the Debtors submit that, based on all engagement proposals obtained and reviewed, Stretto’s rates are competitive and reasonable given Stretto’s quality of services and expertise.

II.
JURISDICTION AND VENUE

3. This 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 February 6, 2023)* (the “**Local Bankruptcy Rules**”), and Section B.8(i) of the *Procedures for Complex Cases in the Northern District of Texas* (the “**Complex Case Procedures**”).

III. **BACKGROUND**

6. On November 27, 2024 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and continue to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Chapter 11 Cases.

7. A detailed description of the Debtors and their businesses, and the facts and circumstances supporting the Application and the Debtors’ Chapter 11 Cases are set forth in greater detail in the *Declaration of Chris Caldwell in Support of First Day Motions* (collectively, the “**First Day Declaration**”), which was filed on the Petition Date and are incorporated by reference in this Application.

IV.
STRETTO'S QUALIFICATIONS

8. 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, 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 TGI Friday's Inc.*, Case No. 24-80069 (SGJ) (Bankr. N.D. Tex. Nov. 4, 2024); *In re BUCA Tex. Restaurants, 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); *In re Sunland Med. Found.*, Case No. 23-8000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023); *In re Tuesday Morning Corp.*, Case No. 23-90001 (ELM) (Bankr. N.D. Tex. Feb. 23, 2023); *In re Fore Machine, LLC*, Case No. 22-40487 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); *In re RockallEnergy Holdings, LLC*, Case No. 22-90000 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); and *In re Red River Waste Solutions, Inc.*, Case No. 21-42423 (ELM) (Bankr. N.D. Tex. Dec. 20, 2021).³

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 Debtors' proposed counsel.

9. Under the Engagement Letter, Stretto will perform the following Claims Agent services (collectively, the “**Claims Agent Services**”), as the Claims Agent, at the request of the Debtors or the Clerk of the Bankruptcy Court (the “**Clerk**”):

- (a) assist the Debtors 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 Debtors and/or the Court, including: (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under Bankruptcy Code section 341(a); (ii) notice of any claims bar date; (iii) notice of any proposed sale of the Debtors’ 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 Debtors, Court, or Clerk may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- (b) maintain an official copy of the Debtors’ schedules of assets and liabilities and statements of financial affairs (collectively, the “**Schedules**”), listing the Debtors’ 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 each Debtor (collectively, the “**Claims Registers**”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers 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 Registers, 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 Registers 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 these Chapter 11 Cases as directed by the Debtors 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 Debtors' case website;
- (r) comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in connection with the Services rendered pursuant to the Engagement Letter;
- (s) if these Chapter 11 Cases are converted to cases 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 these Chapter 11 Cases, to the extent practicable, request that the Debtors 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 these chapter 11 cases;
- (u) within seven (7) days of notice to Stretto of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the cases; and
- (v) at the close of these Chapter 11 Cases: (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.

10. Additionally, under the Engagement Letter, 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 Debtors 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 Debtors' Schedules and gather data in conjunction therewith;
- (c) provide a confidential data room, if requested;

- (d) coordinate publication of certain notices in periodicals and other media;
- (e) manage and coordinate any distributions pursuant to a chapter 11 plan; and
- (f) provide such other claims, noticing, processing, solicitation, balloting, and other administrative services described in the Engagement Letter, that may be requested from time to time by the Debtors, the Court, or the Clerk.

V.

PROFESSIONAL COMPENSATION

11. The Debtors respectfully request that the undisputed fees and expenses incurred by Stretto in the performance of the above Services be treated as administrative expenses of the Debtors' chapter 11 estates 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.

12. 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 Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors 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.

13. The Debtors have not provided Stretto with an advance or retainer.

VI.

AGENT INDEMNIFICATION

14. In addition, under the terms of the Engagement Letter, the Debtors have 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 Interim Order or Final Order, as applicable. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of the Agent in these Chapter 11 Cases.

VII.
STRETTO'S DISINTERESTEDNESS

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

16. To the best of the Debtors' 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 Debtors;
- (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 these Chapter 11 Cases;
- (c) By accepting employment in these chapter 11 cases, Stretto waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Agent in these Chapter 11 Cases, 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 Debtors in connection with its work as the Agent in these Chapter 11 cases;
- (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 these Chapter 11 Cases, 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 these Chapter 11 Cases shall be at the expense of the Clerk's office.

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

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

VIII. **APPLICABLE AUTHORITY**

19. 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 Debtors' estates pay 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.

26 U.S.C. § 156(c).

20. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that a significant number of persons or entities may file proofs of claim in these Chapter 11 Cases. In light of the number of anticipated claimants and other parties in interest in these

Chapter 11 Cases, as well as the complexity of the Debtors' businesses, the Debtors submit that the appointment of Stretto as the Agent will provide the most effective and efficient means of—and relieve the administrative burden on the Debtors and/or the Office of the Clerk of the Bankruptcy Court 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 Debtors' estates and their stakeholders.

IX. **NOTICE**

21. The Debtors will provide notice of this motion to the following parties or their counsel: i) the Office of the United States Trustee for the Northern District of Texas; (ii) the Debtors' secured lender and counsel to the Debtors' secured lender; (iii) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (iv) the Internal Revenue Service; and (v) all parties in interest who have formally appeared and requested notice. In light of the nature of the relief requested, the Debtors submit that no other or further notice is needed.

22. The pleadings in these Chapter 11 Cases and supporting papers are available on the Debtors' website at <https://cases.stretto.com/Stoli> or on the Bankruptcy Court's website at <https://ecf.txnb.uscourts.gov/>. You can request any pleading you need from (i) the proposed noticing agent at: Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, 855-469-2598 (toll-free), (TeamStoli@stretto.com) or (ii) proposed counsel for the Debtors at: Foley & Lardner LLP, c/o Stephen A. Jones, 2021 McKinney Avenue, Suite 1600, Dallas, Texas 75201 (sajones@foley.com).

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and Final Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

DATED: November 27, 2024

Respectfully submitted by:

/s/ Holland N. O'Neil

Holland N. O'Neil (TX 14864700)

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**PROPOSED COUNSEL TO DEBTORS
AND DEBTORS IN POSSESSION**

CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2024, a true and correct copy of the foregoing document was served electronically by the Court's PACER system.

/s/ Stephen A. Jones

Stephen A. Jones

Exhibit A

Proposed Interim Order

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

In re:

Stoli Group (USA), LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 24-80146-swe11

(Joint Administration Requested)

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

The Court has considered the Debtors' application (the "**Application**")² to employ Stretto (the "**Agent**") as the claims, noticing, and solicitation agent for the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") in these chapter 11 cases; 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

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal identification number, are Stoli Group (USA), LLC (5602) and Kentucky Owl, LLC (3826). The Debtors' address is 135 East 57th Street, 9th Floor, New York City, New York.

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

a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion, and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion 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 as set forth herein.
2. The Debtors are authorized to employ the Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.
3. The Agent is authorized and directed to perform the Claims Agent Services on a final basis as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.
4. The Agent is authorized and directed to perform the Solicitation Agent Services on an interim basis as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.
5. The Agent may not sell bankruptcy data obtained through its role as the Agent to third parties.
6. 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.

7. The Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these cases. Agent shall maintain the official Claims Register(s) in these cases. 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.

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

9. The Agent shall provide (i) an electronic interface for filing proofs of claim in these cases; 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.

10. 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 and the Engagement Letter.

11. The Agent shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtors, their counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing (together, the “**Notice Parties**”).

12. The Agent shall not be required to file fee applications. Upon receipt of Agent’s invoices, the Debtors are 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 Debtors’ 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.

13. The Debtors 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 these cases are 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.

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

15. 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.

16. 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.”

17. Prior to any increases in Stretto’s rates for any individual retained by Stretto and providing services in these cases, 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 Debtors, 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 Debtors have 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.

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

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

20. The Agent shall not cease providing services during these Complex Cases 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 Debtors’ attorney and cause all original proofs of claim and data turned over to such persons as directed by the Court.

21. After entry of an order terminating Agent’s services, upon the closing of these cases, 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 Debtors for such archiving services.

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

23. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.

24. 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###

Submitted by:

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**PROPOSED COUNSEL TO DEBTORS
AND DEBTORS IN POSSESSION**

Exhibit B

Proposed Final Order

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

In re:

Stoli Group (USA), LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 24-80146-swe11

(Jointly Administered)

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

The Court has considered the Debtors' application (the "**Application**")² to employ Stretto (the "**Agent**") as the claims, noticing, and solicitation agent for the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") in these chapter 11 cases; 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

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal identification number, are Stoli Group (USA), LLC (5602) and Kentucky Owl, LLC (3826). The Debtors' address is 135 East 57th Street, 9th Floor, New York City, New York.

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

a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion, and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion 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 Debtors are authorized to employ the Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.
3. The Agent is authorized and directed to perform the Services as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.
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 these cases. Agent shall maintain the official Claims Register(s) in these cases. 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 these cases; 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 and the Engagement Letter.

10. The Agent shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtors, their counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing (together, the “**Notice Parties**”).

11. The Agent shall not be required to file fee applications. Upon receipt of Agent’s invoices, the Debtors are 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 Debtors’ 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 Debtors 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 these cases are 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 these cases, 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 Debtors, 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 Debtors have 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 these cases 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 these Complex Cases 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 Debtors' attorney 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 these cases, 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 Debtors 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 Debtors are 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###

Submitted by:

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Exhibit C

Engagement Letter

Services Agreement

This Services Agreement (this “**Agreement**”) is entered into as of November 26, 2024 between Stretto, Inc. (“**Stretto**”) and Stoli Group (USA), LLC (together with its affiliates and subsidiaries, the “**Company**”).¹

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 Company 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 Company acknowledges and agrees that Stretto will often take direction from the Company's representatives, employees, agents, and/or professionals (collectively, the “**Company Parties**”) with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Company agrees to be bound by, any requests, advice, or information provided by the Company Parties to the same extent as if such requests, advice, or information were provided by the Company.
- (c) The Company agrees and understands that Stretto shall not provide the Company 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 Company. Stretto's charges for Services through the effective date of a chapter 11 plan shall be at the rates attached hereto (the “**Preferred Rate Structure**”). The Company agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities (including the Company) responsible for implementing a confirmed and effective chapter 11 plan and that such Services will be provided at Stretto's then prevailing rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) Stretto will bill the Company 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

¹ The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case. Each affiliated entity shall be jointly and severally liable for the Company's fees and expenses.

the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company 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 Company 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 Company shall pay any fees and expenses for Services relating to, arising out of, or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company 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 Company of such increase.
- (h) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Company using either (or both) of the following methods:

Wire Transmission

Bank Name – Banc of California

Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101

ABA – 122238200

Account Number – [REDACTED]

Account Name – Stretto, Inc.

Check

Stretto, Inc.

Attn: Accounts Receivable

410 Exchange, Suite 100

Irvine, CA 92602

3. Retention in Bankruptcy Case

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the “**Bankruptcy Code**”), the Company promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.
- (b) If the Company seeks authorization in a chapter 11 case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the Company shall include Stretto’s fees and expenses incurred hereunder in any professional compensation carve-out.
- (c) If any Company chapter 11 case converts to a case under chapter 7 of 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 Company 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 Company 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 Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

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 cash management and distributions pursuant to a chapter 11 plan or other transaction. 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.

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 Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company 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 Company 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 Company 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 Company 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 required for such an orderly transfer. The Company 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 Company 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 Company 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.
- (b) Stretto and the Company 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 Company's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.
- (d) The Company'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 Company for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company 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. Company Data

- (a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of 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 Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.

- (b) The Company agrees, represents, and warrants to Stretto that before delivery of any information to Stretto: (i) the Company 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 Company 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, Company shall notify Stretto of the impending delivery and request any modification to this Agreement that Company 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 Company 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 Company 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 Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company 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 Company; provided that if the Company 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 Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data, or information provided by the Company to Stretto.
- (g) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any Company 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 Company data provided to Stretto by the Company in order for Stretto to provide Services under this Agreement; and

- (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 Company is considered a Business under the CCPA, and subject to the terms of this Section 12, Stretto will act solely as Company’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 Company; or (iv) combine the Personal Information that Stretto receives from, or on behalf of, the Company 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 Company 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.

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, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, 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 dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in Irvine, California in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 11 case(s) by the Company, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 11 case(s).

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.
- (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 Company 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 Company'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 Company: _____

With a copy to: _____

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

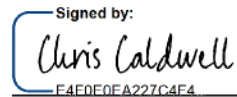
STRETTO, INC.



By: Travis Vandell

Title: Managing Director

STOLI GROUP (USA), LLC

Signed by:

F4E0E0FA227C4F4

By: Chris Caldwell

Title: Global CEO

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the “**Agreement**”) by and between Stretto (the “**Processor**”) and the Company (together, the “**Parties**”) only if Company 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 Agreement².

RECITALS

WHEREAS,

- (A) The Processor and the Company have agreed to the following terms regarding the Processing of Company Personal Data.
- (B) The Company acts as a Controller of the Company Personal Data.
- (C) The Company wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.
- (D) The Company instructs the Processor to process Company 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 Company 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) “**Company Personal Data**” means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Company pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Company’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;

² 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 Company pursuant to the Agreement;
- (e) **"Subprocessor"** means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Company 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 Company.** The Company agrees and warrants:

- (a) that the Processing, including the transfer itself, of the Company 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 Company Personal Data transferred only on the Company'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 Company 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 Company Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

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

- (a) to comply with the Data Protection Laws;
- (b) to process the Company Personal Data only on behalf of the Company and in compliance with the Company'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 Company of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; if Processor cannot comply with the Company's instructions, it agrees to inform promptly the Company 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 Company's instructions for no less than thirty (30) days, and failing resolution, Company 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 Company Personal Data;
- (d) that it will promptly notify the Company about:
 - (i) any legally binding request for disclosure of the Company 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 Company relating to Processor's processing of the Company Personal Data and to abide by the advice of the supervisory authority with regard to the Processing of the Company Personal Data;
- (f) to treat all confidential information and/or Company Personal Data received by Company in accordance with the confidentiality provisions in the Agreement. Any Subprocessor authorized by Processor or the Company 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 Company's authorization to use Sub-processors from an agreed list and shall specifically inform the Company 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 Company 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 Company, return all Company Personal Data and the copies thereof to the Company or shall destroy all the Company Personal Data and notify the Company 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 Company Personal Data.
- (b) The Processor and any Subprocessor warrant that upon request of the Company 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 Company 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 Company and the attorney of record for the Company (collectively, the **"Company 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 Company Notice Parties, the **"Notice Parties"**) and, if Stretto provides such additional notice, Stretto shall contemporaneously (or sooner) notify the Company 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, Company 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 Company notice of the content of any such statement prior to publicly releasing such statement.

Remainder of page is intentionally blank.

Exhibit D

Betance Declaration

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

In re:

Stoli Group (USA), LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 24-80146-swe11

(Joint Administration Requested)

**DECLARATION OF SHERYL BETANCE IN SUPPORT OF DEBTORS’
EMERGENCY APPLICATION FOR ENTRY OF INTERIM
AND FINAL ORDERS AUTHORIZING THE EMPLOYMENT
AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING,
AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE**

Pursuant to 28 U.S.C. § 1746, I, Sheryl Betance, under penalty of perjury, declare that the following is true and correct to the best of my knowledge, information, and belief:

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 above-captioned Debtors’ (collectively, the “**Debtors**”) *Emergency Application for Entry of Interim and Final Orders Authorizing the Employment and Retention of Stretto, Inc. as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date* (the “**Application**”).²

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal identification number, are Stoli Group (USA), LLC (5602) and Kentucky Owl, LLC (3826). The Debtors’ address is 135 East 57th Street, 9th Floor, New York City, New York.

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 TGI Friday's Inc.*, Case No. 24-80069 (SGJ) (Bankr. N.D. Tex. Nov. 4, 2024); *In re BUCA Tex. Restaurants, 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); *In re Sunland Med. Found.*, Case No. 23-8000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023); *In re Tuesday Morning Corp.*, Case No. 23-90001 (ELM) (Bankr. N.D. Tex. Feb. 23, 2023); *In re Fore Machine, LLC*, Case No. 22-40487 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); *In re RockallEnergy Holdings, LLC*, Case No. 22-90000 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); and *In re Red River Waste Solutions, Inc.*, Case No. 21-42423 (ELM) (Bankr. N.D. Tex. Dec. 20, 2021).³

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 Debtors' 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 this Court (the “**Clerk**”), the services specified in the Application and the Engagement Agreement, and, at the Debtors’ request, any related administrative, technical, and support services as specified in the Application and the Engagement Letter. In performing such services, Stretto will charge the Debtors the rates set forth in the Engagement Letter, which is attached as **Exhibit C** to the Application.

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

- (a) Stretto is not a creditor of the Debtors;
- (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 these chapter 11 cases;
- (c) By accepting employment in these chapter 11 cases, Stretto waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) In its capacity as the Agent in these chapter 11 cases, 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 Debtors in connection with its work as the Agent in these chapter 11 cases;
- (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 these chapter 11 cases, 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 these chapter 11 cases 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 these chapter 11 cases. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors, non-Debtor affiliates, current and former directors and officers of the Debtors, significant stockholders, secured creditors, lenders, the Debtors’ largest unsecured creditors on a consolidated basis, 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 Debtors, and except as provided herein, neither Stretto, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors, or other relevant parties. Stretto has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, in matters unrelated to these chapter 11 cases, 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 Debtors' chapter 11 cases. Stretto may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors. Based upon a review of the Potential Parties in Interest:

- BDO Consulting Corporate Advisors, LLC ("**BDO**") has been identified as a Potential Party in Interest. Daniel Ventricelli, a Managing Partner with BDO, is a current client of Stretto's depository services business in his individual capacity, but such relationship is unrelated to the Debtors and their estates, assets, or businesses.
- 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 these chapter 11 cases.

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 these cases. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were 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 these chapter 11 cases.

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 Debtors 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 these chapter 11 cases.

11. 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 nine private equity funds—the Trident Funds—with aggregate committed capital of approximately \$40 billion. Stone Point targets investments in the global financial services industry, and related sectors.

12. 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 Debtors and the names of the Potential Parties in Interest against the Stone Point Searched Parties.

13. 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 these chapter 11 cases 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 Debtors, 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

Debtors with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

14. 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 one of the Debtors or their 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.

15. From time to time, Stretto partners or employees may personally directly acquire a debt or equity security of a company that may be one of the Debtors or their 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 a Debtor or of any of its affiliates.

16. To the best of my knowledge, Stretto (a) does not hold or represent an interest adverse to the Debtors' estates; (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 any of the Debtors, and (iii) does not have an interest materially adverse to the interest of the Debtors' estates 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 Debtors, 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.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: November 27, 2024

/s/ Sheryl Betance

Sheryl Betance
Senior Managing Director
Stretto, Inc.
410 Exchange, St. 100
Irvine, CA 92602

ANNEX 1

10 South Street Club Operator Inc	California Office of the Attorney General
135 East 57th Street, LLC	Casa Fulgor LLC
Accomplice Digital Communications LLC	CB Neptune Holdings LLC
Achaval Ferrer S.A.	Centerlink
Adult Beverage Solutions, LLC	Centiv Services (Brandmuscle)
Advantage Sales LLC	Channel Advisor Corporation
AFCO	Cigna Health & Life Insurance Company
Affiliated Marketing Inc.	Claessens International Ltd
Agile Media Ltd	Coast Guard Exchange Systems
Alabama Department of Revenue	Cohen Cleaning and Service Co
Alabama Office of the Attorney General	Colangelo & Partners Public Relations
Alaska Department of Revenue	Colorado Department of Revenue
Alaska Office of the Attorney General	Colorado Office of the Attorney General
Align Public Relations Inc.	Commonwealth of Massachusetts
Amber Beverage Group SIA	Comptroller of Maryland
AMERIFLEX	Concur Technologies, Inc.
Arizona Department of Revenue	Connecticut Department of Revenue
Arizona Department of Revenue	Services
Arizona Office of the Attorney General	Connecticut Office of the Attorney General
Arkansas Department of Finance & Administration	Constangy, Brooks, Smith & Prophete
Arkansas Office of the Attorney General	Corporation Service Company
Arrowhead Promotion & Fulfillment Co	Corporation Service Company
Arthur J. Gallagher Risk Management	Coyote Logistics, LLC
Ashley Kent Marketing	CR3 Partners, LLC
Backbar Beverage Marketing Consultants	CROSSMARK, Inc., dba Product
Bay and Bay Transportation Services	Connections
BDO USA, LLP	CSM Redemptions, Inc.
Belts Intermodal Corporation	Curiosity LLC
Better Beverage Bureau	Datassembly Inc
Beverage Merchandising LLC	DBC America LLC
Beverage Testing Institute, Inc.	Delaware Department of Justice
Bottlegreen Design	Delaware Division of Revenue
Bottles On The Go Inc	Digitus Solutions LLC
BrandBox SIA	DISCUS-UNIMERC
Breakthru Beverage Nevada	District of Columbia Office of the Attorney General
Breakthru Beverage Pennsylvania	DP Sales Distributors, Inc
Breakthru Beverage Virginia	Drizly LLC dba Uber Technologies, I
Brindiamo Group LLC	Dummy Vendor for hystory load
Broadband Office Solutions	El Paso Stadium Operations Company
BRZoom LLC	EPM PROS INC dba Bakerfield Solutio
BYBE, Inc.	Exel Inc.
C.R. Fletcher Industrial Inc.	Facetime Consulting & Promotions
Calhoun & Company Communications LLC	Fifth Third Bank
California Franchise Tax Board	Florida Department of Revenue

Florida Department of Revenue
Florida Office of the Attorney General
Florida Panthers Hockey Club, Ltd.
Fold 7 LTD
Gatorworks, LLC
Georgia Department of Revenue
Georgia Department of Revenue
Georgia Office of the Attorney General
Gournay Consulting, LLC
Grid Squared Systems
GSIUS
HALO Branded Solutions Inc
Harvey Milk Foundation
Hawaii Department of Taxation
Hawaii Office of the Attorney General
Heinemann Americas, Inc.
Hermes Marketing LLC
Idaho Office of the Attorney General
Idaho State Tax Commission
Idaho State Tax Commission
Illinois Department of Revenue
Illinois Office of the Attorney General
ImageSeller LLC
Imagination Specialties Inc.
Impaks Ltd
Incentive Marketing Inc.
Indiana Department of Revenue
Indiana Office of the Attorney General
Informa Princeton LLC
Inmar Brand Solutions Inc
Integrated Merchandising Solutions
Internal Revenue Service
Iowa Department of Revenue
Iowa Office of the Attorney General
Iron Mountain
JamesSuckling.com LLC
Jennifer M. Robinson
JF Hillebrand - USA
JobsOhio Beverage System
John S. Connor, Inc.
Johnson Brothers of Iowa, Inc.
K&L Beverage Co. LLC
Kansas Department of Revenue
Kansas Office of the Attorney General
Kentucky Department of Revenue
Kentucky Office of the Attorney General

Kentucky Owl IP SARL
Kentucky Owl RE, LLC
Kentucky Owl, LLC
KesselsKramer BV
KnowBe4 Inc
Koi Studio Miami LLC
LB&B Associates, Inc.
LinkedIn
Liquor Control Board of Ontario
Logistxs, Inc.
Los Angeles Dodgers LLC
Louisiana Department of Revenue
Louisiana Office of the Attorney General
Louisiana Spirits LLC
Lush Life Productions
M Shanken Communications Inc.
Maine Office of the Attorney General
Maine Revenue Services
Maplebear Inc
MarkeTeam, Inc.
MarkIT B2B North America, Inc.
Maryland Office of the Attorney General
Massachusetts Department of Revenue
Massachusetts Office of the Attorney
General
MCCS Marine Corps Exchange
McDermott Will & Emery
McGriff Insurance Services Inc.
Meredith Operations Corporation
Michigan Department of Treasury
Michigan Office of the Attorney General
Middlestreet Graphics & Display, LLC
Mighty Fine Design & Marketing, Inc
Mineral, Inc
Minnesota Department of Revenue
Minnesota Office of the Attorney General
Missing Link Media LLC
Mississippi Department of Revenue
Mississippi Office of the Attorney General
Missouri Department of Revenue
Missouri Department of Revenue
Missouri Office of the Attorney General
Montana Department of Revenue
Montana Office of the Attorney General
Motive Marketing Group, Inc.
MRL Printing, LLC dba MRL Promotion

National Alcohol Beverage Control Agency
National Distributing Company New
Mexico
National Lesbian & Gay Journalists
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 Orleans Louisiana Saints
New York Office of the Attorney General
New York State Department of Taxation and
Finance
Nixon Peabody LLP
NJJ Productions Inc
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
Oliver Marketing Limited
On The Mark Demos, LLC
Open Text Inc.
Oregon Department of Revenue
Oregon Department of Revenue
Oregon Office of the Attorney General
Paiseh, Inc.
Patrick Henry Creative Promotions
PayBev LLC
Pearlfisher Inc

Pennsylvania Department of Revenue
Pennsylvania Office of the Attorney General
Pine State Spirits
Planful, Inc.
Plush Creative Agency
Possessed by Spirits Inc.,
Pratt (Delta Container), Inc.
Premier Interactive Promotions
Promotion Plus, Inc.
Propiedad de Arinzano SIU
Questex Media Group LLC
Quotient Technology Inc.
Republic National Distributing Company
Republic National Distributing Company -
Control States
Republic National Distributing Company -
MI
Republic National Distributing Company -
MS
Republic National Distributing Company -
OH
Republic National Distributing Company -
WV
Republic National Distributing Company
(RNDC)
Republic National Distributing Company
Oklahoma
Rhode Island Division of Taxation
Rhode Island Office of the Attorney General
Rockstar Events, LLC
RR Donnelley & Sons Company
S.P.I. Spirits (Cyprus) Ltd
S.P.I. Worldwide Trade
Salsify, Inc.
Salty Dog Consulting LLC
Scan Solution Incorporated JMD
Shapiro Goldstein Moses and Artuso
ShelterPoint Life Insurance Company
SKIM Analytical Inc
Social Chain Germany GmbH
South Carolina Department of Revenue
South Carolina Department of Revenue
South Carolina Office of the Attorney
General
South Dakota Office of the Attorney
General

SPINS LLC
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
Steklarna Hrastnik d.o.o.
Stoel Rives LLP (Portland)
Stoli Group US LLC
Straight Up Solutions LLC (SUS)
System 1 Research, Inc
TABS Group Inc
Talent Tree LLC
TAPI S.p.a.
Telus Agriculture & Consumer Goods
Tennessee Department of Revenue
Tennessee Department of Revenue
Tennessee Office of the Attorney General
Tenute Del Mondo B.V.
Texas Comptroller of Public Account
Texas Comptroller of Public Accounts
Texas Office of the Attorney General
The Bardstown Bourbon Company LLC
The Belts Corporation
The BMF Media Group LLC
The Business Gift Company
The Nielsen Company US, LLC
The Pathfinder Spirit, Inc
The San Francisco Wine Competition
Treasure - State of Iowa
Treasurer - State of Maine
U.S. Attorney's Office for the Northern
District of Texas
U.S. Customs and Border Protection
United Liquor Marts, Inc.
Univins and Spirits (Canada) Inc.
Utah Office of the Attorney General
Utah State Tax Commission
Vermont Department of Taxes
Vermont Information Processing, Inc
Vermont Office of the Attorney General
vestcom
Virginia Department of Taxation
Virginia Office of the Attorney General
VOX Media LLC

Washington Department of Revenue
Washington Office of the Attorney General
Webb Mason Inc
Wells Fargo Financial Leasing, Inc.
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
Christi Graham
Dawn Harden
Jenni Bergreen
Jennifer Calfee
Karyn Rueter
Stephen J. Manz
Traci Ellison
Edward L. Morris
Mark X. Mullin
Michelle V. Larson
Robert L. Jones
Scott W. Everett
Stacey G. C. Jernigan
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

ANNEX 2

Advantage Sales LLC
AFCO Credit Corporation
Alabama Department of Revenue
Arizona Department of Revenue
Arthur J. Gallagher Risk Management
Services
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
Iron Mountain
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
NJ Division of Taxation
North Carolina Department of Revenue
Ohio Department of Taxation
Pennsylvania Department of Revenue
Republic National Distributing
Rexel, Inc.
South Carolina Department of Revenue
State of Connecticut
Tennessee Department of Revenue
Texas Comptroller of Public Accounts
U.S. Customs & Border Protection
Utah State Tax Commission
Virginia Department of Taxation
Washington State Department of Revenue
Wells Fargo

Wisconsin Department of Revenue