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COMMONWEALTH OF KENTUCKY
KENTON CIRCUIT COURT
KENTON COUNTY, KENTUCKY
DIVISION NO. _____
CASE NO. 26-CI-_____

BRADLEY BONDS
1230 Riverview Pl.
Covington, Kentucky 41001

Plaintiff,

vs.

REVIVAL, LLC
614 Madison Avenue,
Covington, Kentucky 41011

SERVE ALSO:

Smith Law, Registered Agent
605 Madison Avenue
Covington, KY 41011

And

SHANNON SMITH
605 Madison Ave Ste. 2,
Covington, Kentucky 41011

And

CAREY BONDS
5826 Ferdinand Drive
West Chester, Ohio 45069

Defendants.

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VERIFIED COMPLAINT

Plaintiff Bradley Bonds ("Brad"), by and through undersigned counsel, for his Verified Complaint against Defendants Revival, LLC ("Revival"), Shannon Smith ("Smith"), and Carey Bonds ("Carey") hereby states as follows:

INTRODUCTION

1. This case centers on Revival and its owner, Smith, tortiously preventing their former employee, Brad, from securing a noncompeting new job in Seattle, Washington through illicit interference and misrepresentations. Revival and Smith falsely claim Brad is a co-owner despite (a) never assigning him membership interests, (b) never making him a party to Revival's existing Operating Agreement, and (c) only ever paying him as an at-will W2 employee.

2. Brad is a resident of Kenton County in the Commonwealth of Kentucky. He is a former employee of the Defendant Revival, LLC ("Revival").[1]

3. The Defendant Revival, LLC ("Revival") is a Kentucky limited liability company authorized to do business in the Commonwealth of Kentucky. Revival maintains its principal place of business in Kenton County, Kentucky.

4. The Defendant Shannon Smith ("Smith") is a resident of Kenton County in the Commonwealth of Kentucky. Smith is a member of Revival. She holds a majority interest in the company. Smith is also Revival's manager and an attorney licensed in the Commonwealth of Kentucky.

[1] Because two of the parties share the same surname the complaint will refer to Brad Bonds and Carey Bonds by their first name.

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5. The Defendant Carey Bonds ("Carey") is an Ohio resident. Carey is Bond's father and a minority member of Revival. He is joined as a party simply because – as a Revival member – he may have an interest in Revival and the declaratory relief sought herein. Brad makes no allegations of misconduct against Carey in this action.

JURISDICTION AND VENUE

6. Venue is proper against Defendants in this Court under KRS 452.450 and KRS 14A.4-060 because a substantial portion of the events giving rise to Brad's claims occurred in Kenton County and/or because one or more Defendants reside or maintain their principal office in Kenton County.

7. The Court has jurisdiction over the subject matter of this action and the parties hereto because the damages sought are within the jurisdictional limits of the Court; Brad, Smith, and Revival are Kentucky persons or entities; and in the case of Carey, he transacted business in Kentucky and contracted with Kentucky residents to form Revival – a Kentucky entity.

FACTUAL ALLEGATIONS

A. Revival is Owned by Smith and Carey.

8. Revival is a Kentucky limited liability company. It was organized on or about August 26, 2019.

9. Revival's original members were Smith – with a 60% interest; Carey – with a 15% interest; and the late Kathleen Meyer ("Meyer") – with a 25% interest.

10. In connection with Revival's formation, on or about October 4, 2019, Smith, Meyer, and Carey entered into that certain *Limited Liability Company Agreement of Revival* (the "Operating Agreement"). A copy of the Operating Agreement is attached as Exhibit A.

11. Notably, Brad was not an original Revival member.

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12. Furthermore, he has never been a member of Revival.

13. Although §8.2 of the Operating Agreement contemplated that Carey *could* transfer his interest to Brad in the future, after the Operating Agreement's execution as more fully stated therein, Carey never transferred that interest to Brad.

14. In January, 2021, there was a change in Revival's ownership structure. Meyer transferred the entirety of her membership interest (25%) to Smith. With that transfer, Smith became an 85% member; and Carey remained a 15% member. A copy of that certain *Assignment and Assumption of Membership Interests Agreement*, by which Meyer assigned her membership interest to Smith, is attached as Exhibit B.

15. There have been no further changes in ownership. Accordingly, based upon documents and other information available to Brad, the present membership percentages of Revival are as follows: Smith-85%; Carey-15%.

16. Smith is also Revival's manager. In that role, under the Operating Agreement, Smith generally has "full and complete authority, power and discretion to make all decisions on behalf of [Revival], including, without limitation, managing, directing and controlling the business, affairs and the properties of [Revival]… ."

B. Brad's Employment at Revival.

17. Revival operates as Revival Vintage Bottle Shop & Bourbon Bar. It has locations in Covington and Elizabethtown.

18. Revival bills itself as "[T]he World's First Vintage Spirit Bar And Bottle Shop." Among other things, Revival offers its customers rare and vintage bourbon. Revival also sells unique bourbons from its bottle shop.

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19. Revival opened its original Covington location on or about August 7, 2020. Brad was employed at Revival at the time. He worked for Revival for approximately 2-4 weeks before its opening.

20. At Revival's original Covington location, Revival operated primarily as a bottle shop and tasting bar that specialized in vintage bourbons.

21. But after Revival moved its Covington operations to a location at Hotel Covington in central Covington in 2024, Revival's operations included a large first floor bar on the ground floor – with a small second floor tasting bar and bottle shop.

22. Since Brad started at Revival in 2020, until he terminated his employment as of October 4, 2026, Brad's duties have generally included daily business operations for the retail bottle shop and bar, like opening and closing the storefront, supervising bartenders and other employees, managing daily customer service, bartending, cleaning bathrooms, and the like – all tasks typical to managing a bar and retail business.

23. Brad was also involved with the purchasing and sales of vintage bourbons and other spirits. Those duties included sourcing vintage spirits from private collectors and pricing them for resale – among other things.

24. Brad has never been a Revival member. While Revival's website identifies Smith as "Founder, *Majority Owner* & Managing Partner," Brad is only identified as "a Co-Founder." Unlike Smith, who is described as an owner, Brad (accurately) has no ownership attributed to him on the website that Smith created and supervised. A copy of this portion of the Revival website is attached as Exhibit C.

25. At all relevant times, Brad was a Revival employee, and Smith treated him as such.

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26. At Smith's direction, he received annual W-2's in connection with his employment, and his hourly wage was $15.00. But because of Revival's many financial issues and for other reasons as determined by Smith, Revival frequently failed to pay overtime to Brad – even as he often qualified for it. Smith did not permit Brad to report or collect wages for more than a 40-hour work week – even though Brad worked in excess of 40 hours per week frequently and qualified for overtime.

27. In addition to his hourly wage as a Revival employee, Brad also participated in in the employee tip-pool at the Revival bar.

28. Brad's compensation with Revival was also supposed to include a 5% commission on bottles sold.

29. But because of Revival's significant financial issues, Revival did not pay these commissions as required. For instance, at Smith's direction, Revival did not pay Brad any commissions from January 2026 through July 2026. The unpaid commission amounts are estimated to be between $20,000 and $30,000.

30. In addition to his unpaid commissions, Brad is also owed unpaid wages and overtime by Revival.

C. The 2024 Ownership Discussions.

31. At times since Revival's organization, there have been discussions of Brad becoming a member of Revival, but Smith never followed through.

32. As one example, as set forth above, §8.2(b) of the Operating Agreement permitted Carey to transfer his interest in Revival to Brad – without having to obtain the consent of the other members. But this was never done. Carey has never assigned his interest in Revival to Brad or anyone else. Carey remains a member.

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33. Relevant here, there was additional discussion between Smith and Brad in September, 2024 about Brad becoming a member.

34. These discussions were driven by Revival's and/or Smith's need for cash. At the time, upon information and belief, Revival and/or Smith needed to pay the construction company responsible for the buildout at Revival's Hotel Covington location.

35. To obtain cash that was needed to pay the construction company, Smith approached Brad about securing $50,000 from his parents (and then transferring the money to Smith) so she could then pay the construction company. In connection with these discussions, Smith suggested (among other things) that if Brad could get $50,000 for her, she would eventually transfer Brad a 5% interest in Revival.

36. But in connection with those discussions, Smith indicated that Brad's membership would need to be reflected in an updated operating agreement. At most the Brad and Smith had an "agreement to agree" – Brad would *not* become a Revival member upon the transfer of funds to Smith. Instead, any proposed arrangement would require a subsequent written agreement in accordance with the Operating Agreement by which Brad would become a member.

37. Brad secured the $50,000 from his parents – who gave him the cash as a gift. On or around September 20, 2024, Brad transferred the $50,000 to Smith.

38. But Smith never assigned any of her membership interest to Brad in connection with this transfer. Instead, Smith told Brad that the transfer was "subject to terms of *impending* operating agreement." A copy of Smith's text to Brad is attached as Exhibit D (emphasis added).

39. There is no signed writing by which Smith assigned 5% of her membership interest in Revival to Brad. A copy of the contemplated "impending operating agreement" was never proposed to Brad – let alone executed.

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40. In connection with the possibility of Brad becoming a 5% member, Brad and Smith discussed potential changes to his compensation. Brad and Smith believed that if Brad became a member of Revival, he could no longer receive tips. To address the potential shortfall in his income, Brad and Smith discussed alternate compensation for Brad. In particular, they considered whether Brad could receive a $50,000 salary or guaranteed payment (instead of his usual hourly compensation) if he became a Revival owner.

41. But no such arrangement was ever agreed upon or finalized.

42. Consequently, at all relevant times, Revival continued to pay Brad as a non-owner, hourly employee. Revival has only issued W-2's to Brad over the years. And Revival has never issued Brad a K-1 in connection with any alleged ownership interest.

43. Since the parties never reached an agreement on the terms of Brad's membership in Revival and since Smith never even proposed a written operating agreement that could govern Brad's and the other members' membership interests, Brad is entitled to the return of the $50,000.00 from Smith.

D. Brad's Employment remained unchanged.

44. Since the height of the discussions about the possibility of Brad becoming an owner of Revival in September, 2024, Brad has continued to perform the same duties for Revival as when he first started in 2019.

45. Those duties included the same basic bar and retail management tasks as before – opening and closing the storefront, supervising employees and bartenders, managing daily customer service, occasional bartending, maintaining upkeep and cleanliness for the storefront and bar, and any other routine tasks.

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46. Furthermore, those duties often required Brad to work in excess of 40 hours per week. But as set forth above, at Smith's direction, Revival intentionally failed to pay Brad overtime.

47. Since he started at Revival, Brad has had very little visibility over its financial operations.

48. Smith was the manager of Revival at all relevant times. Upon information and belief, Smith handled most, if not all of Revival's finances.

49. Upon information and belief, Smith's handling of Revival's finances was far below what is required for adequate business management.

50. For instance, on at least one occasion, Smith used Revival's business bank account to pay her monthly car payment for her Audi, despite that this was strictly used as a personal vehicle for Smith.

51. Smith insisted this payment was accidental, but Brad does not know if Revival was ever reimbursed for this improper personal expense.

52. Further, at Smith's direction, Revival continued to pay Brad as a W-2 hourly employee in connection with his duties for Revival; but Revival did not pay Brad for the substantial amount of overtime that he worked; and Revival's records fail to account for Brad's overtime – or other routine wage and hour record-keeping and fell well below standards imposed by state and federal law.

53. Smith's mismanagement has also resulted in unpaid tax obligations and scrambles for cash just to make payroll, among other things.

E. Brad's Lands an Opportunity in Seattle and Prepares to Leave Revival

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54. After years of being undercompensated for wages and overtime to which he was legally entitled, and after frequent instances of verbal abuse by Smith, Brad considered a new employment opportunity in Seattle, Washington.

55. In September, 2026, Brad decided to pursue this opportunity. He reached this decision when (or around the time that) Smith complained to Brad that Revival was in danger of not meeting payroll or satisfying its other financial obligations.

56. As part of Smith's complaints, she suggested that Brad needed to help cover Revival's tax liability – even though he was not an owner. This was after Revival had failed to pay him his commissions from bottles sales and his full wages. She also mentioned the potential for layoffs despite that Revival had just hired additional employees.

57. On or about September 20, 2026, Brad informed Smith that he would be leaving his employment with Revival. Giving his two-week notice, he informed Smith that his last day at Revival would be October 4, 2026 unless Smith wanted him to end his employment sooner. By giving two weeks' notice, Brad hoped to assist with the transition caused by the end of his employment.

58. As part of this transition, Brad allowed Revival to keep his personal cellphone – a device which he paid for, and which remains on his personal Verizon account.

59. He did so because the number associated with this device had been utilized by Revival for years. By allowing Revival to maintain this phone (and this phone number) it could avoid the risk of any interruption in business attendant to a phone number change.

60. In exchange for keeping the cell phone, Revival was expected to transfer the device off Brad's personal account and reimburse Brad for both the balance owed to Verizon for the

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device itself ($499.50), as well as the $36.00 monthly charge Brad has paid since October of 2022 for services, totaling $1,728.

61. Revival has taken none of these steps.

62. Around this time, Brad was successful in securing an offer for the new Seattle-based position. This position would involve bourbon-related events and promotions in the Pacific Northwest. It would rely on Brad's extensive knowledge and expertise with bourbon and other spirits – which knowledge and expertise Brad had developed prior to his employment at Revival.

63. In connection with this position, Brad was offered a base annual salary of $50,000 with the ability to earn approximately $110,000 based on incentives and bonuses.

64. Brad was excited for the opportunity. His employment duties would no longer include the basic tasks of bar and retail management. Instead, his new role would primarily allow him to utilize his special skill and unique expertise with bourbon and other spirits – talents which he developed well before he joined Revival

F. Smith Thwarts Brad's Seattle Offer

65. In response to Brad's announcement to Smith of his departure from Revival and upon learning of his new job, Smith took action against him - by wrongfully and maliciously interfering with Brad's new opportunity in Seattle.

66. First, Smith began to insist that Brad was not just a Revival employee, but, instead, also a member.

67. On information and belief, Smith took this position with Brad because she wanted to coerce him into staying at Revival and working there in the same capacity – and presumably without overtime and all of the commissions to which he was entitled – since Smith had directed Revival not to pay those amounts before.

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68. By threatening Brad (and others) that Brad had fiduciary duties to Revival as a member, Smith hoped he would second-guess his decision to leave Revival – and/or that other potential employers would be dissuaded from hiring him. Through the threat of legal action – or legal complications at the very least, Smith hoped to chain Brad to Revival in a role he could not leave without the threat of a lawsuit.

69. In connection with Smith's communications to Brad that he is a Revival member, Smith had acknowledged that Revival did, in fact, have a valid, and binding Operating Agreement – one which did *not* reflect Brad's ownership or membership, but she insisted that this was irrelevant.

70. Even without a valid revised operating agreement or other similar writing, Smith maintains that Brad's $50,000 payment to her in 2024 did, in fact, result in the acquisition of a 5% ownership/membership interest in Revival from Smith.

71. She maintains this position even though none of the requirements prescribed by the Operating Agreement were met; there is no assignment or subscription instrument, no counterpart signature page to the Operating Agreement (§ 3.3(b)), no written manager approval of a transfer of Shannon's units (§ 8.1), no unit-issuance resolution, and no amendment to Schedule A of the Operating Agreement.

72. Among other things, even though she said she would, Smith never took any steps in 2024 to draft or to implement a new operating agreement that reflected Brad's potential membership in Revival. Smith had promised a new operating agreement to reflect Brad as a 5% member, but Smith, Revival, Brad, and Carey never agreed upon any new terms of membership for Revival. A revised operating agreement was never prepared.

73. No ownership or membership interest in Revival has ever been transferred to Brad.

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74. Indeed, given that Brad is now a former Revival employee, he is unaware of any fiduciary duties he owes to Revival that would limit or otherwise impair his employment in any industry.

75. In the face of these facts, Smith has acted recklessly and maliciously. On September 30, 2026, she interfered with Brad's prospective new employment in Seattle by threatening the employer that its business could face liability due to an alleged existing relationship between Revival and Brad. A copy of this September 30, 2026 communication is attached as Exhibit E.

76. After receiving Smith's communication and in response to it, the new employer in Seattle suspended Brad's offer pending the resolution of the issues raised in Smith's September 30, 2026 email. Brad had been ready to start his new position as early as October 5, 2026 – and would have begun earning his regular $50,000 salary at that time – but Smith's interference derailed those plans.

77. This was intentional. As a lawyer, Smith knew that a targeted email that suggested the possibility of legal issues was likely to scare off a potential new employer. And for now, Smith's plan has worked – as shown by the suspension of Brad's Seattle offer.

78. Separately, Smith has misrepresented that Brad may have restrictive covenants that would limit his future employment, but Brad is unaware of any restrictive covenants under which he is bound that would limit or restrict his employment.

79. For instance, in connection with his employment with Revival, Smith had Brad sign an "Employee Handbook" (the "Handbook") on or about September 3, 2024. A copy of the Handbook is attached as Exhibit F.

80. This Handbook contains no binding or enforceable restrictive covenants. Instead the Handbook indicates that such provisions are not binding and do not constitute a contract.

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81. Brad is now unemployed. He is unable to earn a living in his chosen profession. Because of Smith and/or Revival, Brad cannot currently pursue his Seattle employment opportunity.

82. Following Smith's actions, on October 8, 2026, Brad, through counsel, requested that Smith's counsel clarify whether Revival, through Smith, will continue to maintain that Brad is an owner of Revival, and if so, requested that such documentation be provided.

83. Brad's counsel advised that this was "an urgent issue" and requested that Smith revisit her communications with Brad's prospective employer so he can make a living.

84. Neither Smith, nor her attorney has responded to this request.

COUNT ONE
DECLARATORY JUDGMENT – MEMBERSHIP OF REVIVAL, LLC
(Against Revival, Smith, and Carey)

85. Brad restates the allegations contained in the preceding paragraphs as if fully rewritten herein.

86. Pursuant to the Operating Agreement, and subsequent instruments, Revival is a limited liability company with just two members – one majority member, Smith; and one minority member, Carey.

87. A justiciable controversy has arisen as to whether Brad is a third minority member, instead of a mere employee of Revival.

88. Smith has contended that the $50,000 payment by Brad to Smith constituted a purchase of a 5% interest in Revival from Smith, despite Smith never amending the operating agreement, presenting an amended operating agreement, or otherwise transferring the units.

89. Brad denies he is a member of Revival because he never received any membership interests.

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90. Accordingly, there is a real and justiciable controversy as to Brad's membership that requires speedy relief. Smith's representations that Brad is an owner with duties and obligations to Revival has prevented Brad from securing employment in his chosen field and caused him damages.

91. In addition to injunctive relief, Brad seeks a judgment declaring that he is not an owner or member of Revival.

92. Any finding otherwise would run contrary to the plain language of the Operating Agreement and Kentucky law.

93. Additionally, Brad is entitled to an award of the reasonable attorneys' fees and costs incurred in this matter.

COUNT TWO
DECLARATORY JUDGMENT – EMPLOYEE HANDBOOK
(Against Revival)

94. Brad restates the allegations contained in the preceding paragraphs as if fully rewritten herein.

95. There is a real and justiciable controversy between and among Revival and Brad as to what obligations, if any, Brad owes to his former employer, Revival.

96. Revival claims or may claim that Brad has restrictive covenants under the Handbook that prevent him from seeking new employment or performing duties with his new employer in Seattle.

97. Brad disputes that any such obligations exist and that the Handbook creates any binding obligations on Brad.

98. In particular, the Handbook states more than once that it is not a contract.

99. This controversy among Brad and Revival requires speedy relief.

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100. In particular, in addition to injunctive relief, Brad seeks a judgment declaring that the Handbook contains no binding restrictive covenants on Brad, and that the Handbook does not restrict Brad from pursuing the new position in Seattle..

101. Additionally, Brad is entitled to an award of the reasonable attorney's fees and costs incurred in this matter.

COUNT THREE
TORTIOUS INTERFERENCE
(Against Smith And Revival)

102. Brad restates the allegations contained in the preceding paragraphs as if fully rewritten herein.

103. On or around September of 2026, Brad secured a business opportunity and job offer in Seattle, Washington.

104. Upon learning of Brad's opportunity, Smith and/or Revival maliciously, and without justification, interfered with that prospective business relationship by contacting the individual who had extended the employment offer to Brad and threatening legal action against him.

105. Smith and/or Revival misrepresented that Brad was an owner and member of Revival, despite knowing that he was not.

106. As a result of Smith's and Revival's unlawful and tortious interference, Brad's offer of new employment in Seattle was suspended.

107. As a result of Smith's and Revival's wrongful and tortious interference, Brad has suffered damages in an amount to be determined at trial. Among other things, Brad would have started receiving compensation for his new position as early as October 5, 2026 but for Smith's and/or Revival's interference.

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108. That said, monetary damages alone will not be sufficient to remedy all of the harm caused to Brad by Smith. As a direct and proximate result of Smith's and/or Revival's interference, Brad will continue to suffer, immediate, substantial, and irreparable harm for which there is no adequate remedy at law.

109. Accordingly, in addition to damages arising from Smith's and Revival's interference, Brad seeks a restraining order, temporary injunction, and permanent injunction prohibiting Smith's and/or Revival's further interference with his existing or prospective business relationships.

110. Brad further requests recovery of his attorneys' fees and compensatory damages as permitted by law.

111. Further, because the conduct of Smith and Revival has been intentional, willful, and malicious, Brad is additionally entitled to an award of punitive damages from one or both of them.

COUNT FOUR
UNPAID WAGES
(Against Revival)

112. Brad restates the allegations contained in the preceding paragraphs as if fully rewritten herein.

113. As Brad's employer, Revival was required to pay him certain wages, inclusive of overtime wages.

114. Brad fulfilled his obligations as an employee of Revival, often working significant overtime.

115. This significant overtime entitled Brad to overtime pay.

116. At Smith's direction, Revival failed to comply with its obligations in that it failed to pay Brad accordingly, including for the significant overtime he completed.

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117. As a result of Revival's failure to fulfill its obligations as promised, Brad has suffered damages in an amount to be determined at trial.

COUNT FIVE
WAGE-AND-HOUR RECORD KEEPING ISSUES
(Against Revival)

118. Brad restates the allegations contained in the preceding paragraphs as if fully rewritten herein.

119. Under Kentucky law, Kentucky employers are required to maintain adequate wage and hour records to include adequate record keeping of each employees' hours worked, inclusive of overtime compensation.

120. Employers who fail to comply with Kentucky's wage and hour statutory scheme face penalties inclusive of the full amount of unpaid wages (including overtime), liquidated damages, costs, and reasonable attorneys fees.

121. Likewise, many of these statutory provisions carry civil penalties.

122. Brad did not receive regular wages and overtime pay as required by KRS 337.285.

123. Further, Revival failed to keep adequate wage and hour records, inclusive of records documenting overtime pay.

124. Revival's failures entitle Brad to damages, costs, and attorneys fees, in an amount to be determined at trial.

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COUNT SIX
BREACH OF CONTRACT
(Against Revival)

125. Brad restates the allegations contained in the preceding paragraphs as if fully rewritten herein.

126. Revival made certain promises to Brad in connection with his employment, including the promise to pay him certain wages and commissions in connection with the sale of bottles of vintage bourbon.

127. Brad fully performed with respect to his employment duties for Revival.

128. But Revival has failed to comply with its obligations in that it failed to pay Brad the promised commissions. Among other things, in addition to unpaid wages and overtime, Revival owes Brad unpaid commissions from January of 2026 through July of 2026 at least.

129. As a result of Revival's failure to fulfill its obligations as promised, Brad has suffered damages in an amount to be determined at trial, but in excess of $25,000 plus interest and other amounts.

COUNT SEVEN
UNJUST ENRICHMENT
(Against Revival And/Or Smith)

130. Brad incorporates by reference the preceding paragraphs as if fully restated herein.

131. Brad paid $50,000 to Smith in anticipation of a transaction – namely, the purchase of a membership interest – that never occurred.

132. Revival wrongfully retained this $50,000, despite the fact that no revised operating agreement was ever prepared and no agreement was ever reached as to the terms of Brad's ownership of Revival in 2024.

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133. To date, Revival and/or Smith have maintained this sum, and at all relevant times, Brad remained an employee.

134. Two years have passed since Brad secured the $50,000 and paid it to Smith. But Brad never became a member in Revival and now any such membership would be impossible because it would not be reasonably practicable for the parties to continue in business.

135. Revival and/or Smith must return the $50,000 to Brad or else they will be unjustly enriched. As a result of Revival's unjust enrichment, Brad has suffered damages in an amount to be determined at trial.

WHEREFORE, having set forth its claims against the Defendants, the Plaintiff, Bradley Bonds prays for declaratory and injunctive relief as stated herein; compensatory and punitive damages; Plaintiff's attorney's fees; and all other legal and equitable relief to which he is entitled.

Respectfully submitted,

/s/ Daniel J. Knecht
Daniel J. Knecht (KBA 95303)
BRICKER GRAYDON WYATT LLP
312 Walnut Street
Suite 1800
Cincinnati, OH 45202
(513) 629-0350
Email: dknecht@bricker.com

Attorney for Plaintiff Brad Bonds

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VERIFICATION

STATE OF KENTUCKY)
) ss.
COUNTY OF KENTON)

I, Bradley Bonds, verify that I am personally aware of the facts related to this matter or the facts have otherwise been made known to me, and that the factual allegations in the verified complaint are true and correct to the best of my knowledge, information, and belief at this time.

Brad Bonds

NOTARY PUBLIC

Subscribed and sworn by Bradley Bonds before me, a Notary Public, on this 21st day of October, 2026.

Carissa Ellen Luther
Notary Public

CARISSA ELLEN LUTHER
Notary Public
Commonwealth of Kentucky
Commission Number KYNP97877
My Commission Expires Mar 12, 2029

TO THE CLERK:

Please serve Defendants by certified mail, return receipt requested. Thank you.

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EXHIBIT

A

LIMITED LIABILITY COMPANY AGREEMENT

OF

REVIVAL

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Revival, a Kentucky limited liability company (the "Company"), is made effective as of October 4, 2019 and is by and among the Managers, as hereinafter defined, and the Members, as hereinafter defined, listed on Schedule A.

W I T N E S S E T H:

WHEREAS, the Company was formed as a limited liability company to conduct certain business as a limited liability company by filing Articles of Organization in the office of the Secretary of State for the Commonwealth of Kentucky on August 26, 2019 (the "Articles"); and

WHEREAS, the Members desire to set forth their mutual rights and obligations in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. As used herein the following terms shall have the indicated meanings. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

(a) "Act" means the Kentucky Limited Liability Company Act set forth in Chapter 275 of the Kentucky Revised Statute, in effect on the date hereof and as may be hereafter amended.

(b) "Affiliate" means, with respect to any specified Person, (i) any other Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person, (ii) any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of such Person, and (iii) any trust, family limited partnership, family limited liability company or other estate planning entity, the beneficiaries, partners or members of which are limited to such Person and such Person's spouse, lineal descendants and stepchildren. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of at least 50% of the voting securities, by contract or otherwise.

(c) "Agreement" is defined in the introductory paragraph hereof.

(d) "Articles" is defined in the Recitals.

(e) "Available Cash" means, with respect to any fiscal period, the excess of the Company's cash on hand from whatever source derived, over payment of the Company's expenses then

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owed, including (i) salaries due the Members or any other party, (ii) interest and principal payments due in respect of loans made to the Company, (iii) insurance costs, and (iv) all other fees, amounts owed, costs and expenses of the Company, and such amounts as the Managers shall deem advisable for the Company to expend or retain for working capital, taxes, debt repayment, reserves, or any other Company Purpose.

(f) "Bankruptcy" means, with respect to any Person, such Person's: (i) making an assignment for the benefit of creditors, (ii) filing a voluntary petition in bankruptcy, (iii) being adjudged bankrupt or insolvent, or having entered against such Person an order for relief, in any bankruptcy or insolvency proceeding, (iv) filing a petition or answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (v) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in any proceeding of this nature, (vi) seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties, (vii) having commenced against such Person any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, which proceeding is consented to by such Person or which is not dismissed within one hundred twenty (120) days after being commenced, or (viii) having a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties appointed without such Person's consent or acquiescence and such appointment is not vacated or stayed within ninety (90) days after such appointment, or the appointment is not vacated within ninety (90) days after the expiration of any such stay.

(g) "Capital Account" means, with respect to any Member, the Capital Account established and maintained for such Member in accordance with the following provisions:

(i) There shall be credited to each Member's Capital Account (A) such Member's Capital Contributions, (B) such Member's distributive share of Profits allocated to such Member pursuant to Section 4.1 hereof, (C) any items in the nature of income or gain which are specially allocated to such Member pursuant to Section 4.2 hereof and (D) the amount of any liabilities assumed by such Member or which are secured by any property of the Company distributed to such Member.

(ii) There shall be debited to each Member's Capital Account (A) the amount of cash and the fair market value of any property of the Company distributed to such Member (net of liabilities that such Member is considered to assume or take subject to), (B) such Member's distributive share of Losses allocated to such Member pursuant to Section 4.1 hereof, (C) any items in the nature of expenses or losses which are specially allocated to such Member pursuant to Section 4.2 hereof and (D) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member or the Company.

(iii) The Capital Account of each Member shall be adjusted to reflect the Gross Asset Value of the assets of the Company in accordance with Section 1.1(t) hereof;

(iv) In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(v) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

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The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto are computed in order to comply with such Regulations, the Managers may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 9.3(a) hereof upon the dissolution of the Company. The Managers also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(h) "Capital Contribution" means the amount of cash and the fair market value of any other property (net of liabilities secured by such property, which the Company is considered to assume) contributed by a Member to the capital of the Company. The Capital Contributions of the Members are set forth on Schedule A and Schedule B.

(i) "Change in Form" is defined in Section 6.2.

(j) "Class A Members" means a Person listed as a Class A Member on Schedule A to this Agreement, who owns one or more Class A Units and who is a party to this Agreement, and those additional Persons, if any, who become Class A Members after the date hereof in accordance with this Agreement.

(k) "Class A Units" means Units designated as such at the time of issuance and having the rights, benefits and obligations set forth herein.

(l) "Code" means the Internal Revenue Code of 1986, as amended, or any successor provision of law.

(m) "Company" is defined in the introductory paragraph to this Agreement.

(n) "Company Minimum Gain" has the meaning ascribed to the term "partnership minimum gain" in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

(o) "Company Nonrecourse Deductions" has the meaning ascribed to the term "nonrecourse deductions" in Section 1.704-2(b)(1) of the Regulations.

(p) "Covered Person" is defined in Section 5.5(a).

(q) "Damages" is defined in Section 5.5(f).

(r) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost-recovery deduction allowable with respect to an asset for such year or period, except that if the Gross Asset Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year or period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost-recovery deduction for such fiscal year or period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such fiscal year or period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method determined by the Managers.

(s) "Disqualification Events" is defined in Section 5.1(b).

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(t) "Excess Deficit Balance" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year or other period, after giving effect to the following adjustments:

(i) The Capital Account shall be increased by any amounts that such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to penultimate sentences of Regulations Section 1.704-2(g)(1) and of Regulations Section 1.704-2(i)(5); and

(ii) The Capital Account shall be decreased by the items described in Regulations Sections 1.704-l(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Excess Deficit Balance is intended to comply with the provisions of Regulations Section 1.704-l(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(u) "Gross Asset Value" means, with respect to any asset of the Company, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of such asset, as determined by the contributing Member and the Managers;

(ii) the Gross Asset Value of all Company assets shall be adjusted to equal their respective fair market values (as determined in good faith by the Managers), in accordance with the rules set forth in Regulations Section 1.704(b)(2)(iv)(f), except as otherwise provided herein, immediately prior to: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (B) the acquisition of an additional interest (other than a *de minimis* interest) in the Company by an existing Member or a new Member as consideration for the provision of services to or for the benefit of the Company; (C) the distribution by the Company to a Member of more than a *de minimis* amount of property of the Company as consideration for an interest in the Company; (D) the grant by the Company of a non-compensatory option (other than an option for a *de minimis* interest in the Company) and (E) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (A), (B), (C) and (D) shall be made only if the Managers determine in their sole discretion that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the Gross Asset Value of any Company asset distributed to any Member will be the gross fair market value of such asset on the date of distribution as determined by the Managers in their sole and absolute discretion; and

(iv) the Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted tax bases of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section 4.2(g) hereof and are not otherwise taken into account under this Section 1.1(z).

(v) "Incentive Plan" means, an equity incentive plan of the Company approved by the Managers (as amended from time to time).

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(w) "Manager" or "Managers" means the Manager or Managers elected pursuant to Section 5.1(a).

(x) "Member Nonrecourse Debt" has the meaning ascribed to the term "partner nonrecourse debt" in Regulations Section 1.704-2(b)(4).

(y) "Member Nonrecourse Debt Minimum Gain" has the meaning ascribed to "partner nonrecourse minimum gain" in Regulations Section 1.704-2(i)(2).

(z) "Member Nonrecourse Deductions" has the meaning ascribed to the term "partner nonrecourse deductions" in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

(aa) "Members" means, effective as of the date first above written, those persons listed on Schedule A, attached hereto and made a part hereof, and such other Persons who may be admitted to the Company, sometimes referred to individually as "Member." A Member shall have all rights conferred upon a "member" under the Act, as modified by this Agreement.

(bb) "Membership Interest" for any Member or Members means the percentage of such Member's or Members' ownership interest in the Company based on the number of Units held by such Member or Members as compared to the total number of outstanding Units.

(cc) "Officers" means any of the one or more officers who may be designated from time to time by the Managers to manage the affairs of the Company pursuant to the provisions of this Agreement.

(dd) "Permitted Transferee" is defined in Section 8.2.

(ee) "Person" means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, venture, trust, estate or other entity.

(ff) "Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(ii) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits and Losses hereunder shall be subtracted from such taxable income or loss;

(iii) gain or loss resulting from any disposition of Company property reflected in the Capital Account of any Member at a Gross Asset Value that is different from its adjusted tax basis shall be computed by reference to such Gross Asset Value;

(iv) those items specially allocated under Section 4.2 shall not be taken into account in determining Profits and Losses;

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(v) in the event the Company is required to adjust the Gross Asset Value of any item of Company property, the difference between the Gross Asset Value of such property and its adjusted tax basis shall be treated as an item of gain or loss, as the case may be, for purposes of computing Profits and Losses;

(vi) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or period; and

(vii) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-l(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's economic rights, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses.

(gg) "Regulations" means United States Treasury Department regulations, temporary regulations and proposed regulations promulgated under the Code from time to time.

(hh) "Regulatory Allocations" is defined in Section 4.2(h).

(ii) "Sale of the Company" means the sale of the Company, whether by sale of more than 50% of the issued and outstanding Units (including up to 100% of the Units) or other equity interests of the Company, or whether by a sale of substantially all of the assets, or whether by a merger, reorganization or otherwise, in each case in a bona fide, arms-length transaction.

(jj) "Securities Act" means the Securities Act of 1933, as amended.

(kk) "Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, limited partnership, association or other business entity (other than a corporation), a majority of membership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, limited partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, limited partnership, association or other business entity gains or losses or shall be or control any manager, managing director or general partner of such limited liability company, partnership, association or other business entity. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Company.

(ll) "Tax Representative" is defined in Section 7.7(b).

(mm) "Transfer" means any transfer (including, without limitation, a transfer by will or intestate distribution), alienation, gift, sale, assignment, pledge, hypothecation, encumbrance, disposition or granting of, or attempt to grant, a security interest, lien or similar encumbrance of all or any part of a

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Unit in the Company, whether voluntarily or involuntarily, whether for or without consideration, and includes a transfer by operation of law, transfer incident to divorce, bankruptcy, foreclosure, judicial sale or otherwise.

(nn) "Units" represent the denomination for a Member's Membership Interest and have been designated as Units and shall constitute limited liability company interests under the Act.

(oo) "Voting Units" means Class A Units that have not become non-Voting Units pursuant to Section 8.7.

Section 1.2. Other Definitions. Other terms are defined in the Sections of this Agreement. Any terms with their initial letters capitalized and not otherwise defined herein shall have the meaning set forth in the Act.

ARTICLE II
ORGANIZATION

Section 2.1. Organization. On August 26, 2019 the Company was formed as a Kentucky limited liability company by the filing of the Articles in the office of the Secretary of State. If there is any conflict between the terms of this Agreement and the Articles, the Articles will control.

Section 2.2. Name. The name of the Company is Revival. Company business must be conducted in such name or such other names that comply with applicable law as the Managers may select from time to time.

Section 2.3. Registered Office; Registered Agent. The registered office of the Company in the Commonwealth of Kentucky will be the initial registered office designated in the Articles or such other office (which need not be a place of business of the Company) as the Managers may designate from time to time in the manner provided by law. The registered agent of the Company in the Commonwealth of Kentucky will be the initial registered agent designated in the Articles, or such other Person or Persons as the Managers may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Managers may designate from time to time, which need not be in the Commonwealth of Kentucky. The Company may have such other offices as the Managers determine appropriate.

Section 2.4. Purpose. The purpose of the Company is to own and operate a whiskey distilling and blending company, and any other lawful business or activity incidental thereto permitted under the Act. The Company will have all powers permitted to be exercised by a limited liability company organized in the Commonwealth of Kentucky.

Section 2.5. Term. The Company commenced on the date the Articles was filed with the Secretary of State of the Commonwealth of Kentucky, and will continue in existence until terminated pursuant to this Agreement.

Section 2.6. Liability to Third Parties. No Member will have any personal liability for any obligations or liabilities of the Company solely on account of such Person being a Member, whether such liabilities arise in contract, tort or otherwise, except to the extent that any such liabilities or obligations are expressly assumed in writing by such Member.

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ARTICLE III
MEMBERS; CAPITAL STRUCTURE AND CONTRIBUTIONS

Section 3.1. Members. The names, addresses, Capital Contributions, Units, and Membership Interests of the Members are set forth on Schedule A and Schedule B as attached hereto and incorporated herein. The Managers are hereby authorized to complete or amend Schedule A and Schedule B to accurately reflect, without limitation, the admission of additional Members, the withdrawal or expulsion of any Member, the change of address of any Member, Capital Contributions, Units, or Membership Interests of any Member and any other information called for by Schedule A and B so long as the two present managers, Kathleen Meyer and Shannon Smith, agree in writing.

Section 3.2. Capital Structure.

(a) General. The Company is authorized to issue an unlimited number of Units and the Managers are expressly authorized, by resolution or resolutions, to create and to issue, out of authorized but unissued Units, different classes, groups or series of Units and fix for each such class, group or series such voting powers, full or limited or no voting powers, and such distinctive designations, preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions as determined by the Managers. The Managers shall have the authority to issue such number of Units of any class, series or tranche pursuant to the preceding sentence as the Managers shall from time to time determine. The Company is authorized to issue options or warrants to purchase Units, restricted Units, Unit appreciation rights, phantom Units, and other securities convertible, exchangeable or exercisable for Units, on such terms as may be determined by the Managers. In connection with the creation and issuance of any Units as described in this Section 3.2, the Managers shall have the right to amend this Agreement.

(b) Units. The Units shall have such rights to allocations and distributions as may be authorized and set forth under this Agreement. The relative rights, powers, preferences, duties, liabilities and obligations of holders of the Units shall be as set forth herein. Each holder of Voting Units shall be entitled to vote, in person or by proxy, pro rata in accordance with such holder's percentage ownership interest of all issued and outstanding Class A Units, on all matters upon which Members have the right to vote as set forth in this Agreement and provided under the Act.

Section 3.3. Issuance of Additional Units.

(a) Right to Issue Other Additional Units. Without limiting Section 3.2(a), the Company is authorized to issue Units to any Person (including any existing Member) at such prices per Unit as may be determined in good faith by the Managers and in exchange for such Capital Contribution(s) as may be determined by the Managers .

(b) Condition to Admission as a Member. As a condition to being admitted as a Member of the Company, any Person must agree to be bound by the terms of this Agreement by executing and delivering a counterpart signature page to this Agreement.

Section 3.4. Capital Contributions by New Members. New Members will make any Capital Contribution required by the Managers pursuant to Section 3.3 above.

Section 3.5. Member Loans. Members may make loans to the Company on terms approved by the Company pursuant to this Agreement. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

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Section 3.6. No Return of Contributions. A Member is not entitled to the return of any part of his, her or its Capital Contributions or to be paid interest in respect of either such Member's Capital Account or Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of the other Members.

Section 3.7. No Withdrawal. Except with the consent of the Managers or as otherwise set forth in this Agreement, the Company shall not redeem or repurchase any Member's Units and no Member shall have the right to withdraw from the Company prior to the Company's liquidation and termination pursuant to Article IX hereof.

Section 3.8. Capital Account Deficits. There shall be no obligation to restore any deficit balance in any Member's Capital Account.

Section 3.9. Preemptive Rights. No Member has any preemptive rights or other protective rights with respect to the preservation of his, her or its percentage ownership in the Company or with respect to the preservation of the book value of his, her or its Units.

Section 3.10. Member's Death. The death of any Member shall not cause the dissolution of the Company. In such event, the Company shall be continued by the remaining Member(s) and the Transfer of the Units owned by the deceased Member shall be governed by Section 8.7.

Section 3.11. Additional Capital Contributions. No Member is required to make an additional Capital Contribution to the Company

ARTICLE IV
ALLOCATIONS AND DISTRIBUTIONS

Section 4.1. Allocations. After giving effect to the special allocation provisions of Section 4.2 hereof, Profits and Losses for any year or other period (and, if necessary, items of gross income, gain, loss and deduction of the Company) shall be allocated to the Members on a pro rata basis in accordance with their respective Membership Interests.

Section 4.2. Special Allocations.

(a) Company Minimum Gain. Notwithstanding any other provision of this Section 4.2, and except as provided in Regulations Sections 1.704-2(f)(2), (3), (4) and (5), if there is a net decrease in Company Minimum Gain during any fiscal year or other period, each Member shall be specially allocated items of Company income and gain for such fiscal year or period (and, if necessary, subsequent fiscal years and periods) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). A Member's share of the net decrease in Company Minimum Gain shall be determined in accordance with Regulations Section 1.704-2(g)(1). This Section 4.2(a) is intended to comply with the "minimum gain chargeback" requirement of Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Debt Minimum Gain. Notwithstanding any other provision of this Section 4.2 except Section 4.2(a), and subject to the exception in Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any fiscal year or other period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain, including gross income, for such fiscal year or other period (and, if necessary, subsequent fiscal years and periods) in an amount equal to such Member's share of the

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net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(4). This Section 4.2(b) is intended to comply with the "minimum gain chargeback" requirement of Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6) which results in or increases an Excess Deficit Balance for the Member, items of Company income and gain, including gross income, shall be specially allocated to each such Member in an amount and manner sufficient to eliminate the Excess Deficit Balance of such Member as quickly as possible; provided, however, an allocation pursuant to this Section 4.2(c) shall be made if an only to the extent that such Member would have an Excess Deficit Balance after all other allocations provided for in this Section 4.2 have been tentatively made as if this Section 4.2(c) were not in this Agreement. This Section 4.2(c) is intended to comply with the "qualified income offset" requirement of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) Gross Income Allocation. If any Member would otherwise have Excess Deficit Balance as of the last day of any fiscal year or other period, then items of income and gain of the Company shall be specially allocated to such Member so as to eliminate such excess as quickly as possible; provided, however, an allocation pursuant to this Section 4.2(d) shall be made only if and to the extent that such Member would have an Excess Deficit Balance after all other allocations provided for in this Section 4.2 have been made as if Section 4.2(c) and this Section 4.2(d) were not in this Agreement.

(e) Company Nonrecourse Deductions. Company Nonrecourse Deductions for any year or other period shall be allocated among the Members in accordance with the Regulations.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 743(b) or Code Section 734(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his, her or its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant such applicable Section of the Regulations.

(h) Curative Allocations. The allocation set forth in subparagraphs (a) through (g) of this Section 4.2 ("Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 4.2(h). Therefore, notwithstanding any other provision of this Article IV, the Managers shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to this Article IV (other than Regulatory Allocations).

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Section 4.3. Miscellaneous Allocations Rules. For purposes of .Sections 4.1 and 4.2 hereof, the following rules shall apply:

(a) Additional Members. In the event additional Members are admitted to the Company on different dates during any year or other period, Profits or Losses, as the case may be, allocated to the Members for each such year or other period shall be allocated among the Members in accordance with Code Section 706, using any convention permitted by law and selected by the Managers.

(b) Allocation Conventions. For purposes of determining Profits or Losses or any other items allocable to any period, the same shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder as selected by the Managers. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share underlying Profits or Losses.

Section 4.4. Tax Allocations.

(a) In General. Except as otherwise provided in this Agreement, all items of Company income, gain, loss and deduction for federal income tax purposes shall be allocated among the Members in the same manner as such items are allocated for book purposes under this Article IV.

(b) Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Asset Value. In the event the Gross Asset Value of any asset of the Company is adjusted pursuant to the definition of such term, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Allocations pursuant to this Section 4.4(b) are solely for purposes of federal, state and local taxes and shall not affect or in any way be taken into account in computing any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

Section 4.5. Distributions.

(a) General. Subject to the provisions of the Act, and except as provided in Section 4.5(b), Available Cash, if any, shall be distributed at such times as determined by the Managers to all Members pro rata, in accordance with their respective percentage ownership of Units.

(b) Tax Distributions. To the extent that there are sufficient funds available as determined in the sole discretion of the Managers, the Managers shall cause the Company to make distributions to the Members to enable the Members to pay federal, state and local income taxes attributable to their Units (including quarterly tax distributions for estimated tax payments). All such distributions (i) shall be made to the Members based upon an assumed total tax rate equal to highest maximum combined marginal federal, state and local income tax rates to which any Member may be subject taking into account the deductibility of state and local income taxes for federal income tax purposes, and (ii) shall be made to the Members based upon their relative shares of the Company's taxable income for the period. Any amounts distributed to a Member pursuant to this Section 4.5(b) shall be treated as an advance against, and shall reduce dollar for dollar, any other distributions to which such Member would be entitled under this Agreement, so that the cumulative amount distributed to each Member will be the same as such Member would have received if no distributions had been made pursuant to this Section 4.5(b). Notwithstanding the

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foregoing, in the case of a tax distribution hereunder to a Member which is attributable to a special allocation of items of income and gain in accordance with Code Section 704(c), a corresponding distribution shall be made to all other Members so that such tax distribution and such corresponding distributions are, in the aggregate, shared by the Members in proportion to their relative interests in Available Cash as described in Section 4.5(a).

(c) Withholding; Set-off. Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any distribution to any Member, including distributions in connection with the liquidation of the Company, (i) such amount as may be required to be withheld therefrom pursuant to the Code or any other applicable federal, state, local or foreign law, and (ii) any amounts then owed by such Member to the Company, and in each case, any amount so withheld shall be treated as a distribution to such Member for purposes of this Agreement.

(d) Distributions in Kind. Except as otherwise specifically provided in this Agreement, distributions to the Members, when made, will be made in cash or in securities or other non-cash property held by the Company, or in any combination thereof, as determined by the Managers, subject to the restrictions herein. In the event of any distribution which consists of or includes non-cash property, (i) the Managers shall ascertain the fair market value of such property, as determined in good faith by the Managers, (ii) the Capital Accounts of the Members shall be charged or credited, as the case may be, as if such property had been sold at such fair market value, and (iii) the net gain or net loss realized thereby had been allocated to and among the Members in accordance this Agreement. If a Member is to receive a distribution of in-kind property and disagrees with the fair market value assigned by the Managers to such property, the Member shall give written notice of such disagreement to the Managers and may cause the property to be appraised by an appraiser qualified to determine the fair market value of such property. If the Managers disagree with the appraisal obtained by the Member, the Company may obtain its own appraisal. The fair market value of the property to be distributed in-kind shall be the average of the two appraisals.

ARTICLE V
MANAGEMENT AND OPERATION

Section 5.1. Management.

(a) Managers. The Company shall be managed by its Managers, Kathleen Meyer and Shannon Smith. Subject to Section 5.1(b) and Section 5.1(c), moving forward, the number of Managers shall be determined and Managers shall be designated by a vote of the majority of the outstanding Class A Units voting as a single class. The Manager shall be responsible for directing, managing and controlling the business activities of the Company. Except for situations (i) in which the approval of the Members is expressly required by non-waivable provisions of applicable law, and (ii) where the authority to make decisions on behalf of the Company is specifically reserved to Members under this Agreement, the Managers shall have full and complete authority, power and discretion to make all decisions on behalf of the Company, including, without limitation, managing, directing and controlling the business, affairs and the properties of the Company, making all decisions of the Company under this Agreement, and performing any and all other acts or activities customary or incident to the management of the Company's businesses, all without the consent of the Members. All decisions of the Managers, if there is more than one Manager, shall be made by the vote of a majority of the Managers; provided, however, that each Manager will have the authority to bind the Company as an agent in the ordinary course of business. In the event of a deadlock or impasse with respect to any decisions required to be made by two Managers, the Managers will meet at the Company's offices or another location mutually satisfactory to the Managers and attempt, with the assistance of a third party, to amicably resolve the deadlock or impasse. If such deadlock or impasse cannot be resolved within ten (10) days after either Manager gives notice to the other Manager of such Manager's desire to meet with

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the other Manager to resolve the issue, then the Members collectively owning a majority of the issued and outstanding Class A Units shall have full and complete authority, power and discretion to make such decision on behalf of the Company. Each Manager shall hold office until his, her or its removal, death, dissolution or resignation.

(b) Removal. The Members hereby covenant and agree (i) not to designate or participate in the designation of any Manager designee who, to the Members' knowledge, is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) of the Securities Act (collectively, the "Disqualification Events"); and (ii) that in the event the Members become aware that any individual previously designated as a Manager by the Members is or has becomes subject to any of the Disqualification Events, the Members shall as promptly as practicable take such actions as are necessary to amend this Agreement (unanimously) to remove such Manager and designate a replacement designee who is not subject to any of the Disqualification Events.

(c) Vacancies. Subject to Section 5.1(b), any vacancy with respect to a Manager occurring for any reason shall be filled by a vote of the majority of the outstanding Class A Units voting as a single class.

(d) Regular Meetings. Regular meetings of the Managers may be held without notice at such time and place as from time to time may be determined by the Managers. A majority of the Managers shall constitute a quorum for the transaction of business. At all times when the Managers are conducting business at a meeting of the Managers, a quorum of the Managers must be present at such meeting. If a quorum shall not be present at any meeting of the Managers, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Committees. The Managers may appoint an executive committee or any other committee or committees for any purpose or purposes to the extent permitted by law, which committee or committees will have such powers as specified in the resolution of appointment.

(f) Action Without Meeting. Any action required or permitted to be taken at any meeting of the Managers or of any committee thereof may be taken without a meeting, if the Managers or members of the committee, as the case may be, having not less than the minimum number of votes that would be necessary to authorize or take such action consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Managers, or committee.

(g) Meetings by Telephonic or Other Communications Equipment. Managers may participate in a meeting of the Managers, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting will constitute presence in person at such meeting.

(h) Reimbursement and Compensation. The Managers shall be entitled to reasonable compensation for services performed for the Company as approved by the Members. Upon substantiation of the amount and purpose thereof, the Managers shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

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Management Controls and Restrictions. The Managers and Officers of the Company shall not have the authority to, and covenant and agree that they shall not take or any of the following actions without first obtaining the unanimous consent of all Class A Members:

(i) Make any material change to the Purpose of the Company as set forth in Section 2.4;

(ii) Effect a dissolution of the Company;

(iii) Make any amendment to the Articles or this Agreement, except for such amendments that are explicitly authorized by the terms of this Agreement;

(iv) Possess any Company property for personal use or assign rights in Company property other than in the ordinary course of the Company's business;

(v) Make any in-kind distributions to Members;

(vi) Cause the Company to make loans to any Member or any of its Affiliates;

(vii) Engage in any business or activity which may be competitive to the Company's business and/or Purpose unless the majority of members agree it will benefit the business or will not harm it;

(viii) Cause the Company to voluntarily take any action that would cause the Company to become insolvent or bankrupt;

(ix) Fix the amount of compensation paid to the Managers and Officers; and

(x) Take any action that would make it impossible to carry on the ordinary business of the Company

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Section 5.2. Individual Authority. The Officers, acting individually, and any other Person hereafter designated by the Managers, each has and will have the authority delegated by the Managers to such Officers and other Persons to bind the Company as an agent in the ordinary course of business. No Member acting solely in his, her or its capacity as a Member has the authority to bind the Company, unless such action is expressly authorized by this Agreement or by the Managers. Any Member shall indemnify the Company for any costs or damages incurred by the Company as a result of any action by such Member purporting to act for or to undertake any obligation, debt, duty or responsibility on behalf of any other Member or the Company, unless such action or undertaking is expressly authorized by this Agreement or by the Managers.

Section 5.3. Members. For situations which the approval of the Members (rather than the approval of the Managers) is required by non-waivable provisions of the Act or expressly by this Agreement, the Members shall act through meetings and written consents and electronic transmission as described in this Section 5.3. Each Member shall be entitled to vote based on the aggregate number of Class A Units held by each Member with each Class A Unit having one (1) vote per Class A Unit. Except as otherwise required by non-waivable provisions of the Act or this Agreement, decisions that require the approval of the Members shall be made by the affirmative vote of the Members holding a majority of the outstanding voting Class A Units. The actions by the Members permitted hereunder may be taken at a meeting called by the Managers or the Members holding at least 25% of the Class A Units on at least two (2) days' prior written notice to the other Members entitled to vote, which notice shall state the purpose or purposes for which such meeting is being called. The actions taken by the Members entitled to vote or consent at any meeting (as opposed to by written consent or electronic transmission), improperly called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice if (but not until), either before, at or after the meeting, the Members entitled to vote or consent as to whom such meeting was improperly held either signs a written waiver of notice or a consent to the holding of such meeting or approves the minutes thereof. The actions by the Members entitled to vote or consent may be also taken by written consent or electronic transmission (without a meeting and without a vote) so long as (a) such consent is signed (or transmission approved) by the Members having not less than the minimum number of Class A Units that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted and (b) notice of the proposed action is delivered to all Members holding Class A Units entitled to vote or consent prior to the execution (or approval) of such consent. Prompt notice of the action so taken without a meeting shall be given to those Members entitled to vote or consent who have not consented in writing. Any action taken pursuant to such written consent or electronic transmission of the Members shall have the same force and effect as if taken by the Members at a meeting thereof. Members may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting will constitute presence in person at such meeting.

Section 5.4. Officers. The Managers may, from time to time, (i) designate one or more individuals to be Officers of the Company, with such titles as the Managers assign to such individuals, (ii) subject to any employment or other agreements between the Company and any such Officers, remove any Officer, with or without Cause, and (iii) fill any vacancy of the Officers. No Officer need be a Member or a resident of the Commonwealth of Kentucky. Officers so designated will have such authority and perform such duties as this Agreement provides or as the Managers may from time to time delegate to them. Any number of offices may be held by the same person. Any Officer may resign as such at any time. Such resignation will be made in writing and will take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers.

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Section 5.5. Indemnification; Limitation of Liability.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member, (ii) the Tax Representative, (iii) each officer, director, manager, shareholder, partner, member, controlling Affiliate, employee, agent or representative of each Member, and each of their controlling Affiliates, and (iv) each Manager, Officer, employee, agent or representative of the Company.

(b) Standard of Care. Except as otherwise herein provided, no Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person. Each Manager and Officer shall perform his or her duties in good faith, in a manner he or she reasonably believes to be in or not opposed to the best interests of the Company, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Act.

(d) Limitation of Liability. Except as otherwise provided herein, this Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, to the maximum extent permitted under the Act, each of the Members and the Company hereby waives any and all duties (including fiduciary duties) that, absent such waiver, may be implied by applicable law (including under the Act), and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement (and any separate agreement between the Covered Person and the Company). The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(e) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider such interests and factors as such Covered Person desires, including its own interests and the interests of the Company, but shall have no duty or obligation to give any consideration to any interest of or factors affecting any Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other applicable law.

(f) Indemnification. To the fullest extent permitted by the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and

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reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Damages") to which such Covered Person may become subject by reason of: (i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or direct or indirect Subsidiary or any Affiliate of the foregoing in connection with the business of the Company; or (ii) the fact that such Covered Person is or was acting in connection with the business of the Company as a partner, member, stockholder, controlling Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective controlling Affiliates, or that such Covered Person is or was serving at the request of the Company as a partner, member, manager, director, officer, employee or agent of any Person including the Company or any Company Subsidiary; provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his, her or its conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or wanton or willful misconduct. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct. Notwithstanding the foregoing, the above indemnification provisions will not apply (and no Covered Person will be entitled to indemnity) in any action (including any counterclaim) initiated by the Company.

(g) Control of Defense. Upon a Covered Person's discovery of any claim, lawsuit or other proceeding relating to any Damages for which such Covered Person may be indemnified pursuant to this Section 5.5, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit or proceeding, provided, that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 5.5, unless the Company shall have been materially prejudiced thereby. Subject to the approval of the Managers, the Company shall be entitled to participate in or assume the defense of any such claim, lawsuit or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim, lawsuit or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend or defending any such claim, lawsuit or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed).

(h) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Damages for which such Covered Person may be indemnified pursuant to Section 5.5(f); provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by Section 5.5(f), then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(i) Entitlement to Indemnity. The indemnification provided by Section 5.5(f) shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of Section 5.5(f) shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or

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capacity pursuant to which such Covered Person became entitled to indemnification under Section 5.5(f) and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

(j) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Damages covered by the foregoing indemnification provisions and to otherwise cover Damages for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Managers may determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Damages hereunder. If any Covered Person recovers any amounts in respect of any Damages from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Damages.

(k) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in Section 5.5 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(l) Savings Clause. If this Section 5.5 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 5.5 to the fullest extent permitted by any applicable portion of this Section 5.5 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(m) Amendment. The provisions of this Section 5.5 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 5.5 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 5.5 that adversely affects the rights of a Covered Person to indemnification for Damages incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Damages without the Covered Person's prior written consent.

(n) Restrictive Covenant Agreements. Nothing in this Agreement, including this Section 5.5, limits any Covered Person's obligations or duties under any separate contract entered into between the Company and such Covered Person (or otherwise binding on the Covered Person with respect to the Company), including, without limitation, any restrictive covenant agreements.

(o) Survival. The provisions of this Section 5.5 shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE VI
SALE OF THE COMPANY; CHANGE IN FORM; MEMBER RIGHTS TO PETITION SALE

Section 6.1. Drag-Along Rights.

(a) If a Sale of the Company is approved, each Member shall vote for, consent to and raise no objections against such Sale of the Company (to the extent such Member has voting or consenting

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rights). If the Sale of the Company is structured as a (i) merger or consolidation, each Member shall waive any dissenter's rights, appraisal rights or similar rights in connection with such merger or consolidation or (ii) sale of Units, each Member shall agree to sell all or the pro rata portion (as the case may be) of his, her or its Units and rights to acquire Units on the terms and conditions approved by the Managers. Each Member shall bear their pro rata portion (based upon their respective Membership Interests) of any escrows or holdbacks. Each Member shall also take all necessary or desirable actions in connection with the consummation of the Sale of the Company as requested by the Managers, including, without limitation, executing written consents of members, proxies, registration statements, letters of transmittal, purchase agreements providing representations, warranties, indemnification or other obligations and providing for the distribution of net proceeds in accordance with Section 9.3, escrow agreements and assignments (or similar instruments of conveyance).

(b) The Members shall bear their pro rata share (based upon their respective Membership Interests) of the costs of any Sale of the Company to the extent such costs are not otherwise paid by the Company or the acquiring Person whether or not such Sale of the Company closes. Costs incurred by any Member on its own behalf will not be considered costs of a Sale of the Company and shall be paid solely by such Member.

(c) The provisions of this Section 6.1 shall terminate upon a Sale of the Company.

Section 6.2. Change in Form.

(a) The Members acknowledge and agree that there may be one or more circumstances that would cause it to be in the best interests of the Company that the business of the Company be conducted in, or that the ownership structure be modified to, a form different from that of the current form of the Company (a "Change in Form"). Accordingly, the Members agree that upon such a determination, the Managers shall take any and all actions necessary or desirable so that the Company may continue its business and undergo one or more Changes in Form. The Managers shall effect the Change in Form in such manner as the Change of Form is approved to fairly represent the relative economic and other rights of the Members as members of the Company at the time and shall strive to minimize taxes and costs to be incurred by the Company, the Members or the resulting entity (subject to the requirements of Section 6.2(b)). The Change in Form may take the form of, without limitation, a merger of the Company into another entity, a contribution of all of the interests of the Members in the Company to another entity, and the distribution of its ownership interests to the Members, a transfer of the assets, subject to the liabilities, of the Company to another entity and the distribution of its ownership interests to the Members, a conversion authorized by the Act, or such other form as shall reasonably be determined to be appropriate. Any Change in Form that is approved under this Agreement may be completed by one or more of the Managers with no further action by any Member acting in the capacity of a Member and no individual Member shall have any veto or other right to vote on a Change in Form. Each Member hereby agrees to take any and all action that may be necessary or desirable both from and after the filing of the registration statement made in connection with a Change in Form approved pursuant to this Section 6.2, including any such action necessary or desirable to achieve the Federal or other tax effect of the Change in Form desired by the Managers at the time of the Change in Form. The Members acknowledge that a Change in Form pursuant to this Section 6.2 may be effected by the Company one or more times during the existence of the Company, including any successor Company due to a previous Change in Form.

(b) The Units or other ownership interests of the entity or association resulting from the Change in Form shall be divided into classes and series and shall be allocated to and among the Members in such manner as shall result in the Members having substantially the same relative rights with respect to voting, rights, assets, and profits and losses of the resulting entity or association as the Members had in voting, rights, assets, and profits and losses of the Company immediately prior to the Change in Form,

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subject, however to any change resulting from any difference in taxation of the resulting entity or association that may occur as a result of the Change in Form. The Members shall establish the terms of the organizational documents of any resulting entity or association, in their sole discretion, but consistent with the terms of this Section 6.2.

ARTICLE VII
FISCAL MATTERS

Section 7.1. Books and Records. The Company shall keep, or cause to be kept, appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to this Section 7.1 or pursuant to applicable laws. All matters concerning (a) the determination of the relative amount of allocations and distributions among the Members and (b) accounting procedures and determinations, and other determinations not specifically and expressly provided for by this Agreement, shall be determined by the Managers, whose determination shall be final and conclusive as to all of the Members absent manifest clerical error, negligence, fraud or misconduct. The Company shall use commercially reasonable efforts to deliver or cause to be delivered, within ninety (90) days after the end of each fiscal year, to each Person who was a Members at any time during such fiscal year all information necessary for the preparation of such Person's United States federal and state income tax returns, including such Member's K 1 for such fiscal year. Each Person that owns or controls Units on behalf of, or for the benefit of, another Person or Persons shall be responsible for conveying any report, notice or other communication received from the Company or the Manager to such other Person or Persons.

Section 7.2. Inspection Rights. Upon a reasonable request and reasonable notice from a Member (but no more than once per fiscal quarter), and, at the requesting Member's expense, the Company shall, and shall cause its Managers, Officers and employees to, afford each Member reasonable access during normal business hours to the Company's properties, its books of account and records, and its Officers and Managers, and afford each Member the opportunity to discuss the Company's affairs, finances, and accounts with its Officers and Managers, as may be reasonably requested by a Member for a proper purpose reasonably related to such Member's interest in the Company (but no more than once per fiscal quarter; provided, however, that the Company may require a Member to sign a confidentiality agreement prior to accessing any information that the Company reasonably and in good faith considers to be a trade secret or confidential information.

Section 7.3. Fiscal Year. The fiscal year of the Company shall end on December 31 of each year.

Section 7.4. Tax Status. Notwithstanding any provision hereof to the contrary, solely for purposes of the United States federal income tax laws, each of the Members hereby recognizes that the Company will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

Section 7.5. Accounting Decisions. All decisions as to accounting and taxation matters shall be made by the Managers. Such decisions must be satisfactory to the Company's accountants.

Section 7.6. Bank Accounts. All funds of the Company shall be deposited in its name at its principal financial institution, or other financial institution approved by the Managers.

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Section 7.7. Tax Representative.

(a) For purposes of this Section 7.7, unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified.

(b) Shannon C. Smith shall be the Company's designated "partnership representative" within the meaning of 6223 of the Code (the "Tax Representative") with sole authority to act on behalf of the Company for purposes of Subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws.

(c) If the Company qualifies to elect pursuant to Section 6221(b) of the Code (or successor provision) to have Subchapter C of Chapter 63 of the Code not apply to any federal income tax audits and other proceedings, the Managers shall cause the Company to make such election. Upon the request of the Tax Representative, each Member shall promptly furnish to the Company with any and all information necessary for the Company to make such election.

(d) If any "partnership adjustment" (as defined in Section 6241(2) of the Code) is determined with respect to the Company, the Tax Representative shall promptly notify the Members upon the receipt of a notice of final partnership adjustment, and shall take such actions as directed by the Members owning a majority of the issued and outstanding Units in writing within ten (10) business days after the receipt of such notice, including whether to file a petition in Tax Court, cause the Company to pay the amount of any such adjustment under Section 6225 of the Code, or make the election under Section 6226 of the Code.

(e) If any "partnership adjustment" (as defined in Section 6241(2) of the Code) is finally determined with respect to the Company and the Tax Representative has not caused the Company to make the election under Section 6226 of the Code, then (i) the Members shall take such actions requested by the Tax Representative, including filing amended tax returns and paying any tax due in accordance with Section 6225(c)(2) of the Code; (ii) the Tax Representative shall use commercially reasonable efforts to make any modifications available under Section 6225(c)(3), (4) and (5) of the Code; and (iii) any "imputed underpayment" (as determined in accordance with Section 6225 of the Code) or partnership adjustment that does not give rise to an imputed underpayment shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Tax Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year.

(f) The Tax Representative shall be entitled to reimbursement for any and all reasonable expenses incurred by the Tax Representative with respect to any administrative and/or judicial proceedings affecting the Company.

(g) The obligations of each Member or former Member under this Section 7.7 shall survive the transfer or redemption by such Member of its Units and the termination of this Agreement or the dissolution of the Company.

ARTICLE VIII
TRANSFER RESTRICTIONS

Section 8.1. Restrictions on the Transfers. Managers shall have first right of refusal on all transfers otherwise as set forth in this Agreement. At no time during the term of this Agreement may

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any Member Transfer any of his, her or its Units (or any interest in or right to acquire any of its Units) except: (a) upon the approval in writing of the Managers, (b) to a Permitted Transferee as provided in Section 8.2 below, (c) pursuant to Article VI, (d) pursuant to Section 8.7, and/or (e) as a pledge to a financial institution as collateral security for a loan to the Company. The Company will not recognize any Transfer of any Units or any interest in or right to acquire Units unless such Transfer is made in full compliance with all the provisions of this Agreement and any other applicable agreements.

Section 8.2. Permitted Transferee.

(a) Subject to Section 8.3, Section 8.6, and Section 8.7, any Member who is (a) an individual may, during his or her lifetime and with Manager's consent, make a Transfer without consideration of all or any part of his or her Units to or for the primary benefit of (i) such Member or (ii) any Affiliate of such Member; and if such Transfer is in trust, upon termination of such trust, a Transfer of the Units may be made to the beneficial owners of such trust provided that such beneficial owners are Affiliates of the original grantor Member; (b) a trust may, upon termination of such trust, Transfer the applicable Units to the beneficial owners of such trust provided that such beneficial owners are Affiliates of the grantor of the trust; or (c) a corporation, limited liability company, partnership or similar entity may transfer the applicable Units to the beneficial owners of the equity of such entity (each a "Permitted Transferee"). In the event of any Permitted Transfer, the transferor or Permitted Transferee, and not the Company, shall be liable for all costs associated with such transfer.

(b) Carey Bonds, so long as he is a Class A Member of the Company, may Transfer Units held by him to his son, Brad Bonds, without obtaining the consent of the Managers or other Members when and only if Brad Bonds does not have any criminal impediment on his record which will preclude Revival from obtaining and maintaining necessary licensure from the ABC.

Section 8.3. Conditions to Transfer. No Transfer, including under Section 8.2, may be effected by any Member unless (a) such Transfer is in compliance with the Securities Act and all applicable state securities laws, and, if requested by the Managers, such transferring Member has delivered an opinion of such Member's counsel to the Company or other evidence, in form and substance reasonably satisfactory to the Company, to the effect that such Transfer is either exempt from the requirements of the Securities Act and the applicable securities laws of any state or that such registration requirements have been complied with; (b) such Transfer does not constitute a Prohibited Transfer (as hereinafter defined); and (c) any transferee agrees in writing to become a party to, and to be bound by the provisions of, this Agreement.

Section 8.4. Transferee's Rights. In connection with the Transfer of any Units permitted under this Agreement, the transferee shall be admitted as a substituted Member upon the Managers' approval of such transferee as a substituted Member; provided that any Permitted Transferee of Units shall automatically become a substituted Member upon compliance with Section 8.3 (provided such Transfer is not a Prohibited Transfer). Any transferee who is not admitted as a substituted member will have the rights of an assignee under the Act (including Section 275.265 of the Act).

Section 8.5. Effective Date of Transfer. The effective date of a Transfer of any Units shall be the last day of the month in which the Managers receive properly executed instruments pursuant to this Agreement. Notwithstanding the foregoing, none of the Officers, the Managers, or the Company shall incur any liability for distributions made to any transferor prior to such time as the written instrument Transferring such interest shall have been received by the Company or prior to the effective date of such Transfer.

Section 8.6. Prohibited Transfers. Notwithstanding any other provision of this Agreement, no Transfer may be made of a Member's Units or any portion thereof to the extent that any

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such Transfer: (a) would result in the termination of the Company for federal income tax purposes, (b) would violate any federal or state securities laws, (c) is made to a Person who does not agree to be subject to the terms of this Agreement, and in the case of a Person that is an entity, such owners of the entity do not agree to be subject to the terms of this Agreement, (d) is made to a Person who does not agree to execute such documents as the Managers may reasonably require to reflect the Person agreeing to be subject to the terms of this Agreement in accordance with Section 8.3, (e) would cause a default under the terms of any indebtedness of the Company or would otherwise violate the terms of any agreement between the Company and another party, or (f) is made to a minor or to a Person who is incompetent or insane; and any attempted assignment in violation hereof shall be ineffective to transfer any such Units. Further, any Member which is not an individual shall not allow any of its equity holders to directly or indirectly transfer any of their equity in such Member to the extent that such transfer would cause a default under the terms of any indebtedness of the Company or would otherwise violate the terms of any agreement between the Company and another party. Any Transfer or indirect transfer described in the immediately preceding sentence of a Member's Units in the Company in contravention of this Agreement (a "Prohibited Transfer") shall be null and void and, if a Member attempts to make a Prohibited Transfer, then the Managers shall be entitled to take any and all action which may be necessary or appropriate to defeat or prevent the Prohibited Transfer.

Section 8.7. Involuntary Transfers.

(a) In the event that all or any portion of a Member's Units become subject to transfer upon dissolution, Bankruptcy, death, a court order upon such Member's divorce or other dissolution or annulment of marriage, or in the event such Units become subject to any other involuntary transfer, then such Member shall as soon as practicable, but in no event later than forty-five (45) days following the date the Units become subject to attachment or charging order or subject to transfer, deliver a notice to the Company that sets forth the number of Units subject to attachment, charging order or transfer and the details thereof. All such Units subject to transfer shall automatically become non-Voting Units unless the Managers determine that such Units shall be Voting Units. Further, for a period of thirty (30) days following the date the Company receives notice of the involuntary transfer, the Company shall have the right to purchase, and the Member shall, upon exercise of such option by the Managers on behalf of the Company, sell to the Company, all or any portion of such Units that are subject to transfer. The Company may exercise such option by providing written notice thereof within said thirty (30) day period to the party or parties from whom the Company desires to purchase Units of the exercise of such option stating the number of Units the Company desires to purchase. If the above contradicts with any personalized contract or memorandum, the terms of such contract or memorandum shall prevail.

(b) The purchase price for Units purchased pursuant to this Section 8.7 shall be the book value thereof, calculated as of the last day of the month immediately preceding the month in which the Units became subject to transfer, as determined by the independent accountants then serving the Company, based upon accounting principles utilized by the Company, consistent with past practice. Such determination shall be binding on the parties.

(c) The closing of the purchase and sale of a Member's Units under this Section 8.7 shall take place on the date selected by the parties or, if not otherwise agreed, on the date selected by the Company, which shall not be more than sixty (60) days after the thirty (30)-day period described in Section 8.7(a) above. The purchase price for Units pursuant to this Section 8.7 shall be paid by check or by wire transfer of funds on the closing. If the Company does not exercise its right to purchase the Units in accordance with this Section 8.7, then such Units shall transfer under the terms of the applicable involuntary transfer or, in the case of a charging order, continue to be held by such Member).

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ARTICLE IX
DISSOLUTION, LIQUIDATION AND TERMINATION

Section 9.1. Dissolution. The Company will dissolve and its affairs will be wound up upon the first to occur of any of the following:

(a) the approval of the Managers; or

(b) the issuance of a decree by a court of competent jurisdiction ordering the dissolution of the Company.

For the avoidance of doubt, it is agreed that the death, resignation, withdrawal, Bankruptcy, or expulsion of any Member will not dissolve the Company.

Section 9.2. Liquidation and Termination. Upon dissolution of the Company, the Managers, or the other Persons required or permitted by law to carry out the winding up of the affairs of the Company shall:

(a) promptly notify all Members of such dissolution;

(b) wind up the affairs of the Company;

(c) prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the Company; and

(d) after paying or providing for the payment of all liabilities and obligations of the Company as described below, distribute the assets of the Company as provided by the terms of this Agreement, including Section 9.3.

Section 9.3. Distribution of Assets.

(a) General. Following dissolution of the Company, the Company's assets, including liquidation proceeds will be paid and/or distributed as follows:

(i) first, to pay all outstanding liabilities and expenses of the Company (other than those specified in Section 9.3(b));

(ii) second, to repayment of outstanding loans, if any, made by Members to the Company; and

(iii) third, to the Members in accordance with Section 4.5(a) (subject to Section 4.5(c)).

(b) Procedure. Distributions made pursuant to this Section 9.3 will be made within the time periods prescribed by the Regulations. Liquidating distributions may be made in cash or in kind or partly in each, provided that any assets distributed in kind are distributed on the basis of their fair market values at the time of distribution. Appropriate arrangements may be made to establish reserves for unknown or contingent liabilities as the Managers may determine.

Section 9.4. Waiver of Right to Partition. As a material inducement to each Member to execute this Agreement, each Member covenants and represents to each other Member that, during the

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existence of the Company, no Member, nor such Member's heirs, representatives, successors, transferees or assigns, will attempt to make any partition of any Company assets whether now owned or hereafter acquired, and each Member waives all rights of partition provided by statute or principles of law or equity, including partition in kind or partition by sale.

ARTICLE X
GENERAL PROVISIONS

Section 10.1. Corporate Opportunities. Notwithstanding anything to the contrary herein, (a) nothing contained in this Agreement shall prevent any Member or Manager from engaging in any other activities or businesses, (b) none of the Members or Managers shall be obligated to account to the Company or to the other Members or Managers for any profits or income earned or derived from other such activities or businesses, (c) no Member or Manager shall have any duty to communicate or present any investment or business opportunity to the Company or any other Member; and no Member or any Manager shall be deemed to have breached any duty or obligation to the Company by reason of the fact such Person pursues or acquires any investment or business opportunity for himself, herself or itself or his, her or its Affiliates or does not communicate information regarding such investment or business opportunity to the Company or the Managers. Nothing in this Section 10.1, limits any Member's or Manager's obligations or duties under any separate contract entered into between the Company and such Person (or otherwise binding on the Person with respect to the Company), including, without limitation, any restrictive covenant agreements.

Section 10.2. Notices. Any notice given hereunder shall be deemed duly given (a) three (3) days after being mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or (b) one (1) day after being deposited with a national, overnight air courier service, marked for delivery on the next business day, addressed:

(a) in the case of the Company, to 605 Madison Ave. Ste. 2 Covington, Ky 41011

Attn: Manager; and

(b) in the case of any Member, to the address set forth on Schedule A;

or to such address as any party may specify in writing to the other parties. Notwithstanding the foregoing, any notice shall be deemed given upon deposit in the mail or with the overnight air courier if simultaneously confirmed by facsimile or email delivery to the necessary parties as specified above. Any party hereto may change his, her or its address for service of such notices to such other address as said party shall designate by written notice given to the others as herein provided at least five (5) days prior to the effective date of said change of address. If any such changed address shall be outside the United States of America, the effective time for notices by mail shall be extended by five (5) days and the effective time for all other forms of notices shall be extended by two (2) days.

Section 10.3. Integration. This Agreement (including all Schedules and Exhibits) embodies the entire agreement and understanding among the Members and supersedes all prior agreements and understandings, if any, among and between the Members relating to the subject matter hereof.

Section 10.4. Applicable Law. This Agreement and the rights of the Members shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

Section 10.5. Jurisdiction and Venue. This Agreement and its subject matter have substantial contacts with the Commonwealth of Kentucky, and all actions, suits, or other proceedings with respect to this Agreement shall be brought only in a court of competent jurisdiction sitting in Kenton

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County, Kentucky, or in the Federal District Court having jurisdiction over Kenton County, Kentucky. In any such action, suit, or proceeding, such court shall have personal jurisdiction of all of the parties hereto, and service of process upon them under any applicable statutes, laws, and rules shall be deemed valid and good.

Section 10.6. Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 10.7. Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon, and inure to the benefit of, the Members and their respective heirs, executors, administrators, successors, transferees and assigns.

Section 10.8. Recitals; Agreement. The Recitals hereto are incorporated herein by reference.

Section 10.9. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Agreement itself.

Section 10.10. Amendments.

(a) This Agreement may be amended by the Managers without the approval of any Member if such amendment is: (i) for the purpose of clarification and does not change the substance hereof; (ii) necessary or appropriate to satisfy requirements of the Code or the Regulations or of any Federal or state securities laws or regulations (in which case such amendment may be made effective as of the date of this Agreement); or (iii) as provided in Section 3.2 and/or for the purpose of admitting or substituting Members in accordance with this Agreement.

(b) Except as expressly provided in Section 10.10(a), amendments to this Agreement shall require (i)the approval of the Managers, and (ii) the consent of a majority of the Class A Unit Members, provided however, that each Member to be affected must give its written consent to any amendment that would (i) increase the amount of the Capital Contribution payable by such Member, (ii) increase the personal liability of such Member, and/or (iii) cause such Member's share of the Company's assets and/or distributions of the Company to be modified unless all interests of all of the Members are similarly modified .

Section 10.11. Mutual Drafting. The parties hereto are sophisticated and have been represented by counsel who have carefully negotiated the provisions hereof. As a consequence, the parties do not intend that the presumptions of any laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement and therefore waive their effects.

Section 10.12. Representation. Each party hereto acknowledges and agrees that (A) (i) in connection with the drafting and negotiation of this Agreement, Smith Law LLC is representing Shannon C. Smith, (ii) Smith Law LLC has previously, is currently, and/or may in the future represent one or more of the Company, the Members, the Managers, the Officers and/or their respective Affiliates, (iii) no current or future conflicts of interest may be asserted on the basis of the services rendered by Smith Law LLC in connection with this Agreement, such conflicts being hereby waived, and (iv) Smith Law LLC shall be permitted to represent the Company and any of the Members, Managers, Officers and/or their respective

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Affiliates in connection with any matter whatsoever, now or in the future, including but not limited to any litigation with any other Member, Manager or their Affiliates**.**

Section 10.13. Representations and Warrantees. Each Member, and for Member that is not a natural person each Person executing the Agreement on behalf of such Member, directly or indirectly, hereby represents and warrants to the Company and each other Member that such Member:

(a) if the Member is not a natural person, it is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has full organizational power to execute and agree to the Agreement and perform its obligations hereunder;

(b) understands and acknowledges that the Units held by such Member were granted under an exemption from registration provided for in the Securities Act, and accordingly, must be held indefinitely by such Member unless the Units are subsequently transferred in transactions that are either registered under the Securities Act or exempt from registration;

(c) understands that the Company is under no obligation to register the offer and sale of the Units under the Securities Act or to file for or comply with an exemption from registration, and recognizes that exemptions from registration, in any case, are limited and may not be available when such Unitholder may wish to offer, sell, transfer, pledge or otherwise dispose of the Units;

(d) acknowledges that this transaction has not been scrutinized by the United States Securities and Exchange Commission or by any federal or state or foreign regulatory or governmental authority charged with the administration of the securities laws;

(e) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of owning the Units, has fully considered, for purposes of owning the Units, and understands that: (i) owning the Units is a speculative investment which involves a high degree of risk of loss of the entire investment by such Member; (ii) that there will be no public market for the Units and accordingly, it may not be possible for the Member to liquidate the Units in case of an emergency; and (iii) such Member's right to transfer the Units is limited as set forth herein and under law;

(f) has had the opportunity to discuss the tax consequences of ownership of the Units with such Member's attorney, and/or accountant or other representatives, if any;

(g) will own the Units solely for such Member's own account, for investment purposes only, and not with a view to, or in connection with, any resale or distribution thereof and such Member has no contract, undertaking, understanding, agreement or arrangement, formal or informal, with any Person to sell, transfer, pledge or otherwise transfer to any Person or otherwise dispose of the Units, or any part thereof, any interest therein or any rights thereto and no present plans to enter into any such contract, undertaking, agreement or arrangement; and

(h) is not subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) of the Securities Act.

The representations and warranties set forth in this Section 10.13 are made by each Member and such Member hereby agrees that such representations and warranties shall survive the grant of the Units by the Company to such Member. Except as expressly set forth in this Agreement, each Member acknowledges and agrees that there have been no representations, guarantees or warranties, of any nature or kind, whether express or implied, made to such Member by the Company, any other Member, or by any other Person.

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Each Manager represents and warrants to the Company and each Member that he, she or it is not subject to any of the Disqualification Events.

Section 10.14. Counterparts. This Agreement may be executed simultaneously in two or more separate counterparts, any one of which need not contain the signatures of more than one party, but each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto. Delivery of an executed counterpart of a signature page to this Agreement via telephone facsimile transmission or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.15. Power of Attorney. Each Member irrevocably constitutes and appoints each Manager (so long as such Manager remains a Manager of the Company), with full power of substitution, his, her or its true and lawful attorney in his, her or its name, place and stead to make, execute, acknowledge, deliver and file: (a) any certificates or other instruments which may be required to be filed by the Company under the laws of the Commonwealth of Kentucky or of any other state or jurisdiction in which such Manager shall deem it advisable to file; (b) any documents, certificates or other instruments which may be required or deemed desirable by such Manager to effectuate the provisions of any part of this Agreement or carry on the day-to-day business activities of the Company; (c) all documents, certificates or other instruments that may be required to effectuate the dissolution and termination of the Company, to the extent such dissolution and termination is authorized hereby; and (d) any documentation required to effectuate the provisions of Article VI hereof. It is expressly intended by each of the Members that the power of attorney set forth in this Section 10.15 is coupled with an interest, is irrevocable and shall survive the death, incompetency or adjudication of insanity of each such Member. The foregoing power of attorney shall survive the delivery of an assignment by any Member of his, her or its entire interest in the Company, except that where an assignee of such entire interest has become a Member, then the foregoing power of attorney of the assignor Member shall survive the delivery of such assignment for the sole purpose of enabling the Managers to execute, acknowledge and file any and all instruments necessary to effect such substitution. Each Member hereby revokes any and all previous proxies or powers of attorney with respect to such Member's Units.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

MANAGERS	**CLASS A MEMBERS**
X	X
X	X

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REVIVAL
COUNTERPART SIGNATURE PAGE

The undersigned, desiring to become a Class A Member and enter into the LIMITED LIABILITY COMPANY AGREEMENT (the "LLC Agreement") of Revival, a Kentucky limited liability company (the "Company"), hereby executes this Counterpart Signature Page to be attached to the LLC Agreement and agrees to all the terms and provisions thereof and to be bound thereby. The undersigned hereby constitutes and appoints each Manager of the Company, with full power of substitution, his, her or its true and lawful attorney in his, her or its name, place and stead to make, execute, sign, acknowledge, swear to, deliver, record and file any documents or instruments which may be considered necessary or desirable by the Managers to carry out the provisions of the LLC Agreement, including, without limitation, an amendment or amendments to the LLC Agreement for the purpose of adding the undersigned and others as Members in the Company as contemplated by the LLC Agreement (which amendment(s) the undersigned hereby joins in and executes, hereby authorizing this Counterpart Signature Page to be attached to any such amendment(s)) and of otherwise amending said LLC Agreement, from time to time. The power of attorney hereby granted shall be deemed to be coupled with an interest and shall be irrevocable and shall survive the death or incompetency of the undersigned. Execution of this Counterpart Signature Page (and an appropriate subscription agreement, if any) shall constitute execution of the LLC Agreement, and when such page is attached thereto, shall become a part thereof.

IN WITNESS WHEREOF, the undersigned has executed this Counterpart Signature Page to the LIMITED LIABILITY COMPANY AGREEMENT of REVIVAL. as of 10/07/2019, 2019.

MEMBER: _____
(Signature of Member)

Printed Name: Carey Bonds

_____
Residential Street Address

5826 Ferdinand Dr

_____

West Chester, Oh 45069

_____
City State Zip Code

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SCHEDULE A

Member Schedule

Member/Address	Capital Contributions/ Capital Account Balance	Class A Units	Total Units Outstanding	Membership Interest
Shannon C. Smith 605 Madison Ave Ste. 2 Covington, Ky 41011	Intellectual Property	6,000	6,000	60%
Kathleen Meyer 215 E. 17th Street Covington, KY 41011	Intellectual Property	2,500	2,500	25%
Carey Bonds 5826 Ferdinand Drive West Chester, OH 45069	$15,000	1,500	1,500	15%
Total	**$15,000**	**10,000**	**10,000**	**100%**

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SCHEDULE B

Shannon Smith Bottle Asset Contribution

Shannon Smith Capital Contribution (Costs fronted for company build out needs, marketing needs, etc.)

Kathleen Meyer Asset Contribution

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EXHIBIT
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ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTERESTS AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP UNITS AGREEMENT (this "Agreement") is entered into as of the 12th day of January, 2021, between Kathleen Meyer ("Assignor") and Shannon Smith ("Assignee") to be effective as of January 12th, 2021 (the "Effective Date").

WHEREAS, Assignor is the owner of a 25% Membership Interest in Revival LLC a Kentucky limited liability company ("Company") pursuant to that certain Limited Liability Company Agreement of Revival, effective as of October 4th, 2019 (as amended, the "Operating Agreement"), and

WHEREAS, Assignor desires to assign, transfer and sell to Assignee on the Effective Date her 25% Membership Interest in the Company, together with all other interest of Assignor in and to the Company (collectively, the "Assigned Interest").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby effective on the Effective Date assigns and transfers to Assignee all of the Assignor's right, title and interest in and to the Assigned Interest, including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Assigned Interest in exchange for a lump sum payment of Nine Thousand Six Hundred Fifty Dollars ($9,650) within Forty-Five (45) calendar days of the Effective Date.

2. Representations and Warranties of Assignor. The Assignor represents and warrants that (a) Assignor is the true and lawful owner of the Assigned Interest and has good title to the same; (b) the Assignor has made no prior assignment or sale of the Assigned Interest and that no other person or entity has any right, title or interest therein; (c) the execution and delivery hereof by the Assignor and the assignment of all its right, title and interest in and to the Assigned Interest does not contravene any agreement to which the Assignor is a party or by which it or its property, or the Company's property, is bound; and (d) no liens, encumbrances, charges or security interests of any kind exist on the date hereof against the Assigned Interest (except those arising under federal or state securities laws or in favor of the Assignee).

3. Representations and Warranties of Assignee. Assignee has been advised that the Assigned Interest is not registered under the Securities Act of 1933 nor under any state securities act and represents, warrants and agrees that: (a) Assignee is acquiring the securities represented by the Assigned Interest for its own account, solely for investment purposes, and not with a view to resale of said securities; (b) Assignee has such knowledge and experience in business and financial matters which enables it to be capable of evaluating the risks and merits of this investment; (c) Assignee is able to bear the economic risks of this investment; (d) the Assigned Interest will be not resold or otherwise transferred or assigned by Assignee without appropriate compliance with the registration provisions of the Securities Act of 1933 and applicable state blue sky laws or exemption therefrom; and (e) Assignee has been provided with access to all

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information which it deems material to formulating an investment decision and that such information has been sufficient to make an informed decision.

4. Acceptance by Assignee. Assignee: (a) accepts the assignment of all of Assignor's right, title and interest in and to the Assigned Interest "as is and with all faults"; and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement and of the Operating Agreement, in each case, as of the Effective Date.

5. Absolute Conveyance. The conveyance of the Assigned Interest on the Effective Date hereunder is an absolute transfer to Assignee, free and clear of all liens and restrictions (except those arising under federal or state securities laws and under the Operating Agreement).

6. Further Assurances. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein.

7. Entire Agreement. This Agreement reflects the entire Agreement among the parties and supersedes all prior or contemporaneous agreements, discussions, or representations, oral or written, subject only to the continuing rights, responsibilities, and obligations of the parties under this Agreement or any other agreement not terminated hereunder.

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, agents, affiliates, related entities, representatives, attorneys, executors, administrators, successors and assigns.

9. Attorney. Assignor hereby acknowledges that she has been advised to consult with an attorney before signing this Agreement. Assignor represents and warrants that she has read the Agreement in its entirety and understands the meaning and application of each of its paragraphs.

10. Severability. If any provision herein is determined to be unenforceable, the parties agree that any such provision, or any part thereof, shall be construed consistent with the apparent purpose of the provision to avoid the unenforceability. In the event such construction is not possible, such provision shall be severed, and all remaining provisions shall remain in full force and effect. However, in the event that the waiver and release of any claims are found to be invalid or unenforceable, then Assignor shall promptly execute any documents presented by Assignor that would make the waiver or release valid and enforceable.

11. Heirs, Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Governing Law. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Kentucky, without regard to conflict of law rules that would cause the application of the law of another jurisdiction.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and

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all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by either facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

14. Amendments and Modifications. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

15. Defined Terms. Capitalized terms used herein, but not otherwise defined shall have the meanings ascribed to such terms in the Operating Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Assignor:

By: 

Name: Kathleen Meyer

Assignee:

By: 

Name: Shannon Smith

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eSignature Details

Signer ID: **RbbnsYPAK6X6en1W3B91n5TJ**
Signed by: Katie Meyer
Sent to email: katie@revivalky.com
IP Address: 192.24.156.159
Signed at: Jan 12 2021, 7:44 pm EST

Signer ID: **bwUhCfEYCZg2XCbCoE52WGN1**
Signed by: Shannon Smith
Sent to email: shannon@revivalky.com
IP Address: 208.102.109.152
Signed at: Jan 13 2021, 11:20 am EST

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Revival
ESTABLISHED & RENOWNED
VINTAGE
BOTTLE SHOP

EXHIBIT
C

About Us



NO SHIPPING. WE ONLY OFFER LOCAL PICKUP at 614 Madison Avenue, Covington, KY 41011 ×

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About Revival Vintage Bottle Shop

Revival Vintage Bottle Shop, located in the heart of Covington, is a retail and bottle shop that merges Kentucky's spirited history with a one-of-a-kind shopping and Tasting Experience in our Covington and Elizabethtown, KY locations. At Revival, you have an opportunity to try Rare Bourbons & Vintage Spirits from our rotating tasting menu that cannot be found anywhere else!

A Destination for the

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Enthusiasts



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Revival is a tasting bar and bottle shop that merges over a century of bourbon history into a one-of-a-kind experience in downtown Covington, Kentucky. Home to a carefully curated collection of rare and vintage bottles, Revival is staffed by approachable bourbon experts who love to talk shop — and by shop we mean bourbon, from barrels to bottles to bootlegging (in a historical sense, of course!). Whether you're searching for your first bottle or your 10th, our team will lead your through a bourbon experience uniquely crafted around your interests and tastes. From first sip to best sip, we'll find your perfect bottle.

Shannon Smith

Founder, Majority Owner & Managing Partner

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Shannon C. Smith is the Founder, Majority Owner, and Managing Partner of Revival Vintage Spirits. She provides the vision, leadership, and strategic direction behind Revival, overseeing the company's growth, operations, finance, branding, and long-term development while helping establish it as one of Kentucky's premier destinations for vintage and rare spirits.

A nationally recognized alcohol beverage attorney, Shannon is the owner of the Law Offices of Shannon C. Smith, PLLC, where she represents businesses throughout the beverage industry and advises clients on alcohol regulatory matters, licensing, and growth strategies. She also serves as Vice Mayor of the City of Covington, Kentucky.

Beyond Revival, Shannon is the founder of Cask & Capital Holdings, a private equity firm focused on strategic investments in bourbon and spirits-related businesses and opportunities. She is also the founder of Rising Tide Spirits, a spirits brand known for limited, sought-after releases, including its Old Stubborn collection.

Through her combination of entrepreneurship,

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more than a destination for exceptional whiskey—it is a celebration of bourbon history, craftsmanship, and the culture surrounding rare and remarkable spirits.



Brad Bonds

Brad Bonds is a co-founder of Revival Vintage Spirits and Bottle Shop, the world's premiere vintage spirits shop. You can often find Brad slinging pours at the Northern Kentucky establishment while sharing his infinite knowledge of the "dusties" lining the shelves, and the heartwarming stories of each spirit's journey. Entering Revival is the adult version of receiving that golden ticket, and Brad is your Bourbon Willy Wonka. He takes your hand, asks you your favorite spirit, only to turn around with a pour older, tastier, and half the cost. And if you ask the Spirit Savant his top of the list pour? He'll share, "My favorite bourbon is one I've never tasted before."

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meats to share with his family and his aptly named pup, Dusty.

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COVINGTON, KY / ELIZABETHTOWN, KY

Revival Vintage Bottle

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Shop & Bar


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The world's first vintage spirit bar & bottle shop!

Kentucky's premier destination for vintage & hard-to-find Bourbon & Spirits and featured bourbon tasting menu.

Revival offers one of the largest selections of Rare and Vintage Bourbon & Spirits, along with a rotating tasting menu of featured selections to experience in our bar.

SHOP NOW

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Revival Exclusive Locker Program

Big News! Revival Vintage Bottle Shop are rolling out our Exclusive Locker Program to the Public! Enjoy exclusive perks that pairs perfectly with any pour! Click below for information and availability.

Locker Program

Covington, KY

Bottle Shop & Bar

614 Madison Avenue,

Covington, KY 41011

(859) 479-2676

Elizabethtown

Vintage Spirits Bar

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Elizabethtown, KY 42701

(270) 401-0791

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Shopping

Shop Bottle Collection

Shop for Rare Finds

Shop for Bourbons

Shop our Store Picks

Account

Account

Cart

Terms

Privacy

Subscribe
Stay in the know...

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operating agreement

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contractors and execute all other documents once you have the final 40k.

Once we get the 50k I will write down that I hereby transfer 5% in revival to Brad subject to t ns of

RCS messa...

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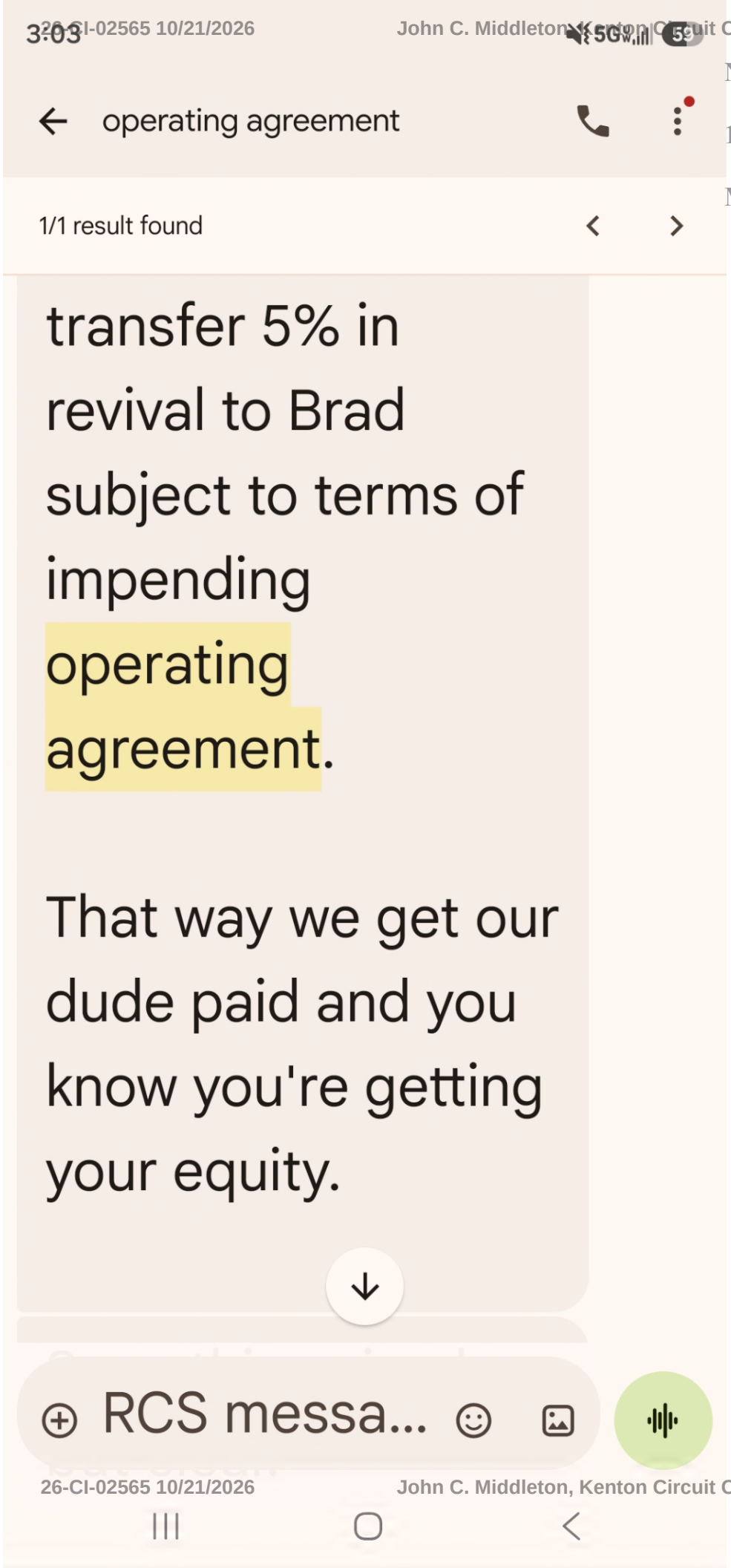
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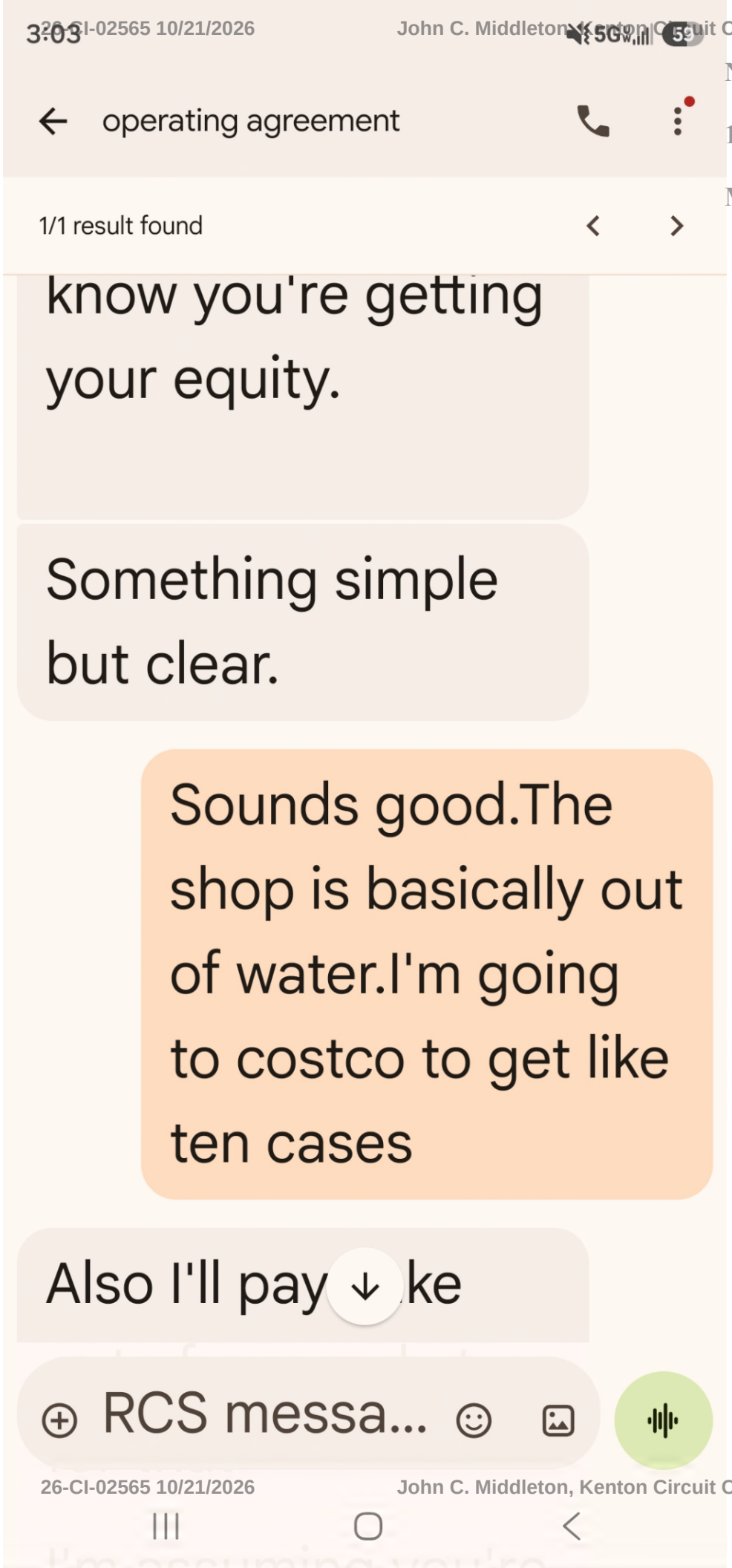
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From: brad bonds <brad.bonds.bob@gmail.com>
Sent: Wednesday, September 30, 2026 6:29 PM
To: McPeek, Bradley D. <BMcPeek@bricker.com>
Subject: [EXT] Shannon message

Hey Rob, I hope you are well. It's unfortunate I am made to reach under these circumstances.

As you know I am an owner of Revival alongside Brad and his parents. I'm still processing and learning a lot, but I am reaching out directly because I understand you likely extended an opportunity to Brad in Seattle.

I want to make you aware that his relationship and obligations to Revival are currently unresolved.

Brad has held himself out publicly as an owner/partner of Revival for years, including in international, national and regional publications, and there is written and financial documentation concerning his ownership interest.

Brad did notify me by text after our anniversary party (two Sundays ago) he thought he should resign and gave two weeks. I responded asking to talk through what he's experiencing. He had his attorney text me and tell me to not communicate with him. As an attorney myself I cannot speak to those represented by counsel so I've not spoken since.

Revival is finalizing its interview of counsel to independently navigate this situation and protect the company's interests. If you need their information, I will provide it. They say an attorney that represents themselves has a fool for a client.

We have not agreed to any characterization or nature of his departure, nor have we made any public announcement concerning his departure.
Given the timing, I wanted to make sure you were aware of the situation before Brad begins representing to others that he is free of his obligations to Revival.

His ownership status, contractual obligations, company property, confidential information, and responsibilities concerning Revival's business relationships will all being addressed through counsel.

We are also currently locating and reviewing documentation concerning restrictive covenants and other post-employment obligations that may apply to Brad, including a restriction relating to his participation

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in or employment within the vintage distilled spirits industry or generally the curation of spirits. Our original business partner that passed from cancer just a few months ago had some of revivals physical documents so we are locating those as well.

I am not representing the specific terms or enforceability of that restriction at this time. I am making you aware of the possibility. With so little time and so much on my plate this is not a quick pivot.

I want to be clear that I did not choose for this to become a dispute, and I wish I had been given the opportunity to resolve this directly and differently with Brad. I would much rather have handled this between the people who built and invested in the business than involve anyone else. But I also know you are a businessman, and I know you would also take whatever steps were necessary to protect your business and your investment if you were in my position.

I am protecting a six-year investment, the business we built, and the people and relationships that depend on it.

I am not asking you to take sides in a dispute between Brad and me. I am asking that you and/or the Diller Room or anyone you may be affiliated with not knowingly induce, facilitate, or participate in any breach of obligations Brad may owe Revival, or accept or use Revival's confidential or proprietary information, business records, customer/vendor information, business opportunities, or other company property.

Kentucky law recognizes claims for intentional interference with contractual and prospective business relationships where the required elements are established.

If the Diller Room and/or affiliates has knowingly become involved in conduct that improperly interferes with Revival's existing or prospective business relationships or induces a breach of Brad's obligations, Revival will evaluate its rights accordingly.

We have not made any public announcement about Brad's departure, and I would appreciate the Diller Room and all affiliates keeping this matter confidential while the parties work through it because if one is made without sorting details it will be detrimental to our company. If any announcements have been made or shared, or anything done remotely involving Revival, please advise so we can protect the Company. I want to afford you and frankly Brad the opportunity to draw back any potentially adverse action.

We remain open to possibilities regarding this matter.

Please confirm that you received this and that the Diller Room and affiliates will preserve communications concerning Brad's recruitment, hiring, proposed role, and transition from Revival in anticipation of litigation, which no one wants and no one anticipates, but as a lawyer I need to share that.

And if you have counsel let me know and I'll direct them to Revival's and they can follow up. They may need to anyway depending on what's transpired.

I would much rather address this directly and professionally now than have a misunderstanding later about what the Diller Room and affiliates knew or when it knew it.

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I unfortunately need confirmation of receipt and can follow up by email and certified mail. Right now this is just the quickest way I know to protect an institution and disburse urgent info .

I hope the missus is doing well. I sincerely enjoyed time spent with you both.

Shannon

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EXHIBIT F

Revival COV-KY VINTAGE BOTTLE SHOP

REVIVAL LLC

HANDBOOK AND PERSONNEL POLICY

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Introduction

Letter from Founders

To Our Revival Team,

We are pleased to present to you our Company Handbook, your comprehensive guide to navigating the unique and exciting journey that awaits you at Revival – a vintage cocktail bar, a tasting bar, and bottle shop like no other. Nestled in the heart of downtown Covington, Kentucky, Revival seamlessly blends over a century of bourbon history into a one-of-a-kind experience.

Revival isn't just a place; it's a curated haven for rare and vintage bottles, staffed by approachable bourbon experts who are passionate about discussing and educating our clients on the nuances of bourbon and vintage distilled spirits.

Our success at Revival is built upon a culture that values unity, client-centricity, and an unwavering commitment to unrivaled experiences. Central to this culture is our foundation of unique and authenticity. As we evolve and transform, each one of us plays a crucial role in upholding these traditions by providing innovative solutions, maintaining transparency and integrity, and respecting the diverse perspectives of our clients, colleagues, and partners.

This Handbook serves as your compass, offering a clear understanding of what you can expect from the company and, in turn, what is expected of you. We encourage you to carefully read through this document, as it will be a valuable resource as you work towards achieving our shared goals and responsibilities.

At Revival, we take immense pride in our innovative approach to the industry and our unwavering commitment to customer-centric service. We trust that you will not only embrace but contribute to the culture that defines us, encapsulated in our office slogan, "Take Flight. Taste History."

Welcome to the Revival family! We are thrilled to have you on board and look forward to the incredible journey ahead.

Sincerely,

Shannon C. Smith, Esq.
Owner and Founder
Revival, LLC

Brad Bonds
Owner and Founder
Revival, LLC

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Your Employment

Equal Employment Opportunity

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The Company is committed to a policy of non-discrimination pursuant to federal, state and local laws. Depending on where you work, this could include but is not limited to, race, color, sex, religion, national origin, disability, age, and to the extent provided by the law, any protected class, including, but not limited to, marital status or sexual orientation. This applies to all personnel actions including, but not limited to, recruitment, training, compensation, hiring, promotions, benefits, layoffs, demotions and terminations. The Company's Equal Employment Opportunity Policy incorporates a commitment to maintain an environment free of harassment and provide reasonable accommodations to employees and applicants with qualified disabilities in accordance with local, state and federal anti-discrimination laws. Any employee who believes that there has been a violation of the Equal Employment Opportunity Policy is encouraged to report the information by using the reporting procedure described in the harassment policy.

Employment At-Will and/or Independent Contractor

This Handbook is intended for your information and guidance and is applicable to all employees, independent contractors, and/or representatives. Except for the Employment Arbitration Policy, nothing contained in this Handbook, nor the Handbook itself, is a contract of employment. In addition, nothing in this Handbook constitutes a guarantee that your employment/working relationship will continue for any specified period or end only under certain conditions. Your employment and/or independent contractor status with the Company is at-will, which means it can be terminated by you or the Company at any time with or without notice (subject to the Non-solicitation Policy and Termination Notice requirements for attorneys), for no reason or for any reason not otherwise prohibited by law. Additionally, the terms and conditions of employment, including compensation, benefits and privileges, can be changed or terminated without notice, at any time, and at the sole discretion of the Company.

Policy Changes

Except for the Employment Arbitration Policy and the "Principles of Employment," which each contain their own unique provisions to meet the changing needs of the Company and its staff, the Company reserves the right at any time to create, amend, supplement, modify or rescind, in whole or in part, any policy, procedure, benefit or provision of this Handbook, or the Handbook itself, as it deems appropriate, with or without notice.

Because our policies and benefits are constantly under review, you may receive updates on the information in this Handbook. *It is your responsibility to keep yourself informed regarding all such updates.*

If you have any questions about the interpretation or application of any information in this Handbook, you are encouraged to discuss with the Owner or your supervisor. This Handbook supersedes any other handbooks or policies, practices or procedures that may have applied to you and that are inconsistent with or prior to this handbook's distribution. In addition, the provisions of this Handbook do not supersede any applicable law. No policy in this handbook is intended to restrict or limit employees in the exercise of their rights under any law.

Arbitration

This handbook contains a policy that requires you and Company to submit employment-related disputes to binding arbitration (see Appending A). Please read it carefully.

No provision in this Handbook or elsewhere is intended to constitute a waiver, nor to be construed to constitute a waiver of the Company's right or your right to compel arbitration of employment-related disputes.

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Our Work Environment

Ethics, Code of Ethics, and Principles of Employment

In this section, we describe the core employment policies as well as the key workplace policies that you must follow to be successful at The Company. These policies, and others throughout this Handbook, form a Code of Personal Responsibilities, which prohibits the following:

- Theft and any unauthorized or inappropriate removal or possession of The Company property;
- Violations of The Company's substance abuse policy;
- Unauthorized possession of weapons (even if you have a state license) on The Company premises, while on The Company business, or while at a Company-sponsored event;
- Sexual harassment, other forms of unlawful harassment and/or discrimination, or other unlawful or unwelcome conduct;
- Conduct that's unlawful or unethical;
- Misappropriation of assets, services, or benefits;
- Fraud or dishonesty;
- Misuse of Corporate Credit Card;
- Insubordination or other disrespectful or disruptive conduct;
- Falsification of time records or other records (e.g., expense reports or business records) including resumes and employment applications submitted to The Company;
- Acts or threats of workplace violence;
- Excessive personal or unauthorized use of Communications Equipment, Systems, Services;
- Improper or inappropriate use of social media;
- Inappropriate use or handling of Confidential Information;
- Drinking on the job
- Negligence or other improper conduct leading to the damage of The Company property;
- Excessive or unauthorized absenteeism, tardiness, or leaving early;
- Unauthorized absence from the workstation during the workday;

Your Responsibilities

Proprietary Information and Non-Disclosure Agreement

"Proprietary Information" means all information, materials and ideas in whatever form, tangible or intangible, that (i) pertain to the Company or its Affiliates or their business, and (ii) are produced by an employee, contractor or independent contractor if the Company or its Affiliates in the course of his or her employment or retention, or are otherwise produced or acquired by or on behalf of the Company or its Affiliates. Further, Proprietary Information includes trade secrets, Revival policies and procedures for procuring, transporting, storing, and distributing goods. An "Affiliate" of an entity is any person or entity that directly or indirectly controls, is controlled by, or is under common control with such entity. All Work Product (as defined below) shall constitute Proprietary Information. No employee shall discuss the above with any individual not employed by Revival. Any violation of the above could be a terminable offense. Should employee be contacted by any government agency asking for any information that could be Proprietary Information, they shall be allowed to testify to the full extent permitted by law, but must first immediately notify the Company of the agency's inquiry.

Employee shall use Proprietary Information only as strictly necessary to carry out its obligations under this Agreement. Employee will take all reasonable measures to avoid unauthorized use and disclosure of Proprietary Information, including at a minimum those measures it takes to protect its own information of a similar nature. Employee shall promptly report to the Company any actual or suspected violation of the terms of this Section 3 and shall take all reasonable further steps requested by the Company to prevent, control or remedy any such violation. Upon the termination of this Agreement or completion of Services, or at any time upon the Company's request, Employee shall promptly return (or, if requested in writing by the Company, destroy) all Proprietary Information in its possession or control (and all copies and reproductions thereof), including all

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materials prepared by Employee or its Affiliates or representatives which contain, reflect or are based upon, in whole or in part, any Proprietary Information (provided that Employee shall first ensure that all Work Product has been delivered to the Company). Employee represents that its actions prior to the Effective Date were in compliance with the terms of this Section 3.

Employee shall hold all Proprietary Information in strict confidence and shall not disclose Proprietary Information, directly or indirectly, except as authorized in writing by the Company. **Unauthorized disclosure of Proprietary Information is a terminable offense and Company reserves the right to immediately terminate Employee for unauthorized disclosure of Proprietary Information without prior notice and without severance pay**. Notwithstanding the foregoing, the obligations of this Section 3.4 shall not apply to Proprietary Information that: (i) becomes generally known to the public through no fault of Employee, its Affiliates or their Employees; (ii) becomes known to Employee without restriction from a third party other than as a result of breach of contract or wrongful or tortious act; (iii) was in the possession of Employee, as established by documentary evidence, prior to the Company's disclosure hereunder; or (iv) was or is independently developed by Employee other than pursuant to any agreement with the Company and without reference to or reliance on Proprietary Information, as reasonably established by documentary evidence. In addition, Proprietary Information may be disclosed to the extent required by applicable law or government regulation, provided Employee gives the Company reasonable advance notice of such disclosure so that the Company may seek protection against such disclosure. You must not disclose business or marketing plans, salary structures, Company operations or structure, customer lists, contracts, template details, operational strategy, or templates processes or procedures developed while affiliated with the Company or the contents contained within this handbook. This handbook may be shared solely for the purpose of seeking legal guidance from a third party.

Privacy and Security of Client Information

You must safeguard all personal and confidential information about our clients by ensuring that client information is used only for authorized purposes relating to your position and job responsibilities and is shared only with authorized persons. You have an obligation to protect all personal and confidential information from misuse by third parties, not to disclose it to any unauthorized person, and not to use it or permit it to be used for an unauthorized purpose. You may collect, use, access, maintain, transport, transmit and disclose personal and confidential information only for the performance of your position and assigned job duties, and you must appropriately dispose of it in accordance with Company policy.

Conflicts of Interest

We must put the Company's long-term interests ahead of short-term gains and provide superior results for the Company.

We, as employees or representatives of the Company, are expected to act in accordance with the highest standards of personal and professional integrity and to comply with all applicable laws, regulations and Company policies and procedures. We must never compromise that integrity, either for personal benefit or for the Company's purported benefit. In accepting a position or assignment with the Company, each of us is accountable for our own behavior including compliance with the law, this Handbook, and Company policy and procedure.

Our reputation for excellence is a key competitive advantage and we must never do anything to put that reputation at risk. You must be sensitive to any activities, interests, or relationships that might interfere with, or even appear to interfere with, your ability to act in the best interests of the Company and our clients. The Company necessarily relies on you to exercise sound judgement to seek advice when appropriate, to disclose activities as required by policy, and to adhere to the highest ethical standards.

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Safeguarding Personal, Proprietary, and Confidential Information

To serve our clients and stakeholders, and to meet our legal, regulatory, ethical and compliance obligations, you are responsible for safeguarding personal, proprietary and confidential information that you may create, discover, use, access, send or receive during your employment with the Company. Examples of Confidential Information include (without limitation) information about the Company or its businesses, templates, methods, proprietary blends, ingredients, systems, business plans, information about former and prospective clients, and business partners.

While working for the Company and after you cease your employment or association with the Company, you have an obligation to safeguard personal, proprietary and confidential information that you obtain or create in connection with your activities for the Company, regardless of its form.

Nothing contained in this Handbook or any other Company agreement or policy, is intended to prohibit or restrict you from disclosing confidential information to any government, regulatory, or self-regulatory agency. You do not need the prior authorization of the Company to make any such disclosures, and you are not required to notify the Company that you have made any such disclosures.

You may not disclose personal, proprietary, or confidential information about any client to any unauthorized person (including other Company employees). Your obligation to safeguard such information includes, but is not limited to, protecting it from misuse, using information only to the extent necessary to perform your assigned job duties and not using such information or permitting such information to be used for unauthorized purposes. Such information must not be shared or discussed outside the Company, except where permitted or required by applicable law or regulation, pursuant to a subpoena or order issued by a court of competent jurisdiction or requested by a judicial, administrative or legislative body.

Any system, information, template, or process that the Company gives you an opportunity to obtain an advantage over our competitors; nonpublic information about the Company operations, results, strategies and projections, nonpublic information about the Company's business plans, business processes, as well as non-public information acquired in the course of your work about the Company or related work, and information subject to regulatory or contractual restriction may not be leveraged for any purpose other than to advance the interest of the Company and may not be disclosed.

You should also take steps to ensure that business-related documents are produced, copied, faxed, transmitted, transported, filed, stored and disposed of by means designed to prevent unauthorized disclosure of, or access to, such information. You should also ensure that access to work areas and computers and client information or documentation is properly secured.

You should not discuss sensitive matters or proprietary, privileged, or confidential information in public places such as restaurants, restrooms, public transportation, on the internet or any other electronic media. You should also be cautious when using mobile phones or other communication devices or messaging services. Great care should be exercised when discussing such information in open workplace areas or on speaker phones. Your obligation to safeguard personal, proprietary and confidential information that you obtain or create in connection with your activities for the Company extend to any situation in which you may use such information, including when you are away from work or working remotely.

In addition, once your employment or association with the Company ends, you must return all means of access to Company information and return copies of such information to Company. You must also return all Company property. Further, you may not print, download, or forward such information as listed above to your personal email address or to any third party service provider or server or to engage in any other unauthorized use, misappropriation, or disclosure of such information, including in anticipation of your resignation or termination

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of employment. All such information is intended for the sole benefit of the Company and not for independent personal gain or gain through affiliation with any third party.

You are also responsible for ensuring that you are in compliance with all Company policies and procedures relating to safeguarding of personal, proprietary and confidential information, including but not limited to this Handbook.

Intellectual Property

You shall disclose and assign to the Company any work of authorship, invention, discovery, development, or improvement made or conceived by you, either alone or jointly with others during the time you are contracted or employed which pertains to Company business; arises out of your employment, is aided by the use of time, materials, property or facilities of the Company; or is at the request and expense ("Intellectual Property"), and, at the Company's request and expense, you must assist the Company with any effort to perfect such assignment; any controversy or legal proceeding relating to Intellectual Property; and in any effort by the Company to copyright or otherwise protect such intellectual property. Works of authorship or products created within the scope of your employment are owned by the Company as "works for hire". You also must irrevocably waive author's moral rights relating to Intellectual Property and not exercise such right in any manner.

Employee may not utilize the Revival name, and any trademarks owned by Revival, for any purpose other than to complete work orders assigned by the Company. At no point may Employee undertake marketing efforts on behalf of the Company, print or contract to have printed marketing materials bearing the name or logo of Revival or any of its products, or contract with a marketing firm on the Company's behalf without the Company's express written consent. Any dilution of the Revival brand, or any trademarks owned by Revival, will be cause for immediate termination of this Agreement.

Duty to the Company

You owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises.

You may not take for yourself a potential client opportunity that is discovered in the course of your Company employment or representation or through the use of Company property, information or position.

Company Credit Card

Your position with The Company may require you to have a credit card for business expenses. You should submit expense reports in a timely manner. The Company's card is provided for business travel and other business-related expenses only. Corporate cards may not be used for personal charges, fraudulent activity, or any other misuse or non-authorized activities. Corporate card activity is monitored. If you improperly manage your card payments or expense reports, you're found to have used your corporate card inappropriately including for personal reasons, or you're found to have falsified an expense report, use of the card may be terminated, and you may be subject to disciplinary action up to and including termination.

Related Party Business Dealings

You must notify and receive approval from the Company owner of any business relationship or proposed business transaction the Company may have with any company in which you or a related party has a direct or indirect interest or from which you or a related party may derive a benefit or where a related party is employed, if such a relationship or transaction might give rise to the appearance of a conflict of interest. Pre-approval of business dealings which may conflict with the Company are required. Additionally, any outside business activity for which the employee /representative accepts or has a reasonable expectation of compensation directly or indirectly requires pre-approval from the Company.

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Acting with Integrity

As a Company employee or representative, we share a common responsibility to protect the Company's reputation for integrity. We must always demonstrate our commitment to the highest standards of ethics and professional behavior in our dealings with our clients, business colleagues, shareholders, communities and each other. We can do this by:

- Knowing, understanding and acting in accordance with the values and principles expressed in this Code and applying them to everything we do and everywhere we operate.
- Conducting business in accordance with Responsible Finance, or conduct that is transparent, prudent and dependable.
- Taking responsibility and holding each other accountable. We have a shared responsibility not only to act ethically as individuals but to expect the same as our colleagues.
- There is a **ZERO** tolerance policy for illegal bottle sales on the secondary market.

We each have an obligation to immediately report unacceptable conduct. If you believe that your own, and independent contractor, or another employee's behavior contravenes the values and principles of conduct outlined in this Code, or our supporting policies, or if you have a genuine concern that something is not right, it is vital that you raise the matter immediately, either the Company manager, administrator, or Owner.

Attendance

Good attendance, reporting to work on time, and working your assigned schedule or scheduled meetings are essential to the Company's business operations. Balancing work and personal life can be a challenge, and occasionally illness or other compelling personal situations may cause you to arrive late, leave early, or be absent from work. In these situations, you must notify the Owner (or other contact as designated by the Owner) if you will not be in attendance as scheduled. Consistent tardiness will not be tolerated and may result in disciplinary action including but not limited to removal from the work schedule.

Dress, Appearance, and Personal Hygiene

Employees are expected to adhere to established hygiene requirements which ensure that employees are presenting themselves to our guests appropriately and that the employer is being properly and professionally represented as an organization. The following hygiene requirements are applicable to all employees:

• Maintain personal cleanliness by bathing regularly.

• Oral hygiene (brushing of teeth the day of and before your shift) required.

• Use deodorant/antiperspirant to minimize body odors.

• No heavily scented perfumes, colognes and lotions. These can cause allergic reactions, migraines and respiratory difficulty for other employees and guests.

• Clean fingernails which are limited to ¼ inch from fingertip.

Employees are expected to consult their manager for specific wardrobe requirements pertaining to their location of employment. The following minimum guidelines pertaining to appearance must be adhered to by every employee regardless of location of employment:

• Clothing must be clean, pressed, in good condition and fit appropriately.

• Socks or pantyhose/tights must be worn with shoes and match the color of the pants or shoes.

• Open toe shoes are not permitted. Wearing high-heeled shoes is not recommended. Non slip shoes are recommended.

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• Neat and groomed hair, sideburns, moustache and beards.

• Clothing must not interfere with the operation of equipment.

• Limited jewelry and no dangling or large hoop jewelry that may create a safety hazard. A general rule of thumb is that if a pencil can be passed through a hoop earring it is not safe to wear near operating equipment.

• Commonly accepted body piercings are allowable, but acceptance is at the discretion of an employee's direct report.

• Tattoos that are perceived as offensive, hostile or that diminish the effectiveness of the employee's professionalism must be covered and not visible to staff, customers or guests.

The following items are not permitted to be worn on-shift by employees:

• Sweat or jogging pants

• Sleeveless shirts

• Pants that expose the midriff or underwear

• Leggings

• Shorts

• Low-cut tops

• Halter tops

• Spaghetti strap tops

• Tops that expose the midriff or underwear

• Any form of clothing that is mesh, sheer, see-through, torn or otherwise revealing

• Any form of clothing that is generally offensive, controversial, disruptive or otherwise distracting

• Any form of clothing that is overtly commercial, contains political, personal or offensive messages

• Flip-flops or sandals

• Industry

It is within management's discretion to send an employee home (without pay) to change if they arrive to work in what is deemed to be inappropriate attire.

Drug and Alcohol Policy

Purpose and Brief

This policy aims to ensure a safe, healthy, and productive work environment by addressing the use and misuse of drugs and alcohol within Revival.

Scope

This policy applies to all employees and contractors.

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Prohibited behaviors

Consumption of alcohol during work hours including lunch breaks is prohibited. Pursuant to restrictions by the property by the owner, Smoking is not permitted within 100 feet of any entrance to Revival.

Support and rehabilitation

Employees struggling with substance abuse misuse are encouraged to seek help. Revival can share resources to offer counseling and support programs to assist in recovery.

Consequences of violation

Violations of this policy, such as possession of illegal drugs, will result in discplinary actions, up to and including termination.

Reporting

Employees are encouraged to report any suspected violations to their supervisors or the HR department.

Review

This policy will be reviewed annually to ensure its continued relevance and effectiveness.

Server Training in Alcohol Regulations (S.T.A.R)

Server Training in Alcohol Laws and Regulations (STAR) is a course developed by The Kentucky Department of Alcoholic Beverage Control. All Revival employees and contractors shall complete the STAR course within fourteen (14) days of their employment or contract arrangement at the following link: https://abcportal.ky.gov/StarTraining. This course covers the following:

- Educating participants about Kentucky alcohol laws and regulations
- Educating participants with respect to appropriate age-identification documents
- Avoiding alcohol sales to minors
- Avoiding sales to persons who are already intoxicated
- Promoting responsible consumption
- Educating students about Kentucky liquor laws

Tobacco Retailer Underage Sales Training (TRUST)

Kentucky is educating tobacco retailer employees to prevent the sale of cigarettes to underage youth. As part of this effort, state tobacco prevention specialists have developed a FREE program called Tobacco Retailer Underage Sales Training (TRUST). According to the Food and Drug Administration (FDA), having employees trained through a program that follows FDA guidelines such as TRUST could reduce fines to store owners if they were found in violation of federal tobacco laws. All Revival employees and contractors shall complete the STAR course within fourteen (14) days of their employment or contract arrangement at the following link: https://training.chfs.ky.gov/061220_BHDID_TRUST_MOD_01/html/index.html.

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Employee Fraternization Policy

Policy Brief and Purpose

Our Fraternization policy outlines our guidelines on employees forming personal relationships with each other. We don't want to place undue restrictions on employees dating colleagues, as we acknowledge that freedom of choosing one's partner is an individual's right. But, without rules and guidelines, romantic relationships between colleagues may negatively impact our workplace. This policy will set restrictions to maintain workplace conduct and order.

Friendships forming between employees are also included in this policy. Friendships allow for a more collaborative environment, but they might also occasionally create cliques and fragmentation inside departments.

This policy does not restrict participating in labor unions or other labor or civil rights organizations.

Scope

This policy applies to all our employees regardless of gender or sexual orientation.
For the purposes of this policy, "dating" includes consensual romantic relationships and sexual relations. Non-consensual relationships constitute sexual harassment and we prohibit them explicitly.

Policy Elements

Dating in the Workplace

Dating colleagues may cause problems if not handled correctly. Examples of common concerns are:

- Colleagues who date might spend a large portion of their work time talking or meeting with each other instead of completing their duties.
- Fights or breakups between couples might affect their ability to collaborate or maintain peace in the workplace.
- Employees who dated supervisors might sue for sexual harassment if they are terminated.
- Employees who date executives might unfairly benefit from favoritism.

So, we advise our employees to:

- Consider any possible conflict of interest before they enter into a relationship with a coworker.
- Inform HR or their manager when they enter into a romantic or intimate relationship with a colleague.
- Keep discussions of personal issues out of the workplace.
- Seek counseling from HR or specialized employees (e.g. psychologist) if needed.
- Maintain professionalism despite the status of the relationship and seek advice from their managers or HR to solve any issues.

When serious problems arise between couples, they can arrange a meeting with HR or their manager to find a solution. Example of a possible solution is to consult with and transfer an employee to a different division, without loss of benefits or compensation.

Unacceptable and acceptable behavior

When two employees are in a relationship with one another, they should behave appropriately in the workplace. We define unacceptable behavior as any action that:

- Offends our people.
- Disrupts or hinders our operations.

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Distracts our employees from their duties.
Decreases our employees' individual performance.

Examples of acceptable behavior for employees are:

Passing by their partner's office to talk to them for non-work reasons for a short time.
Displaying affection discreetly and infrequently while on company premises.
Discussing their plans as a couple during breaks or lunch hours (with or without colleagues.)
Coming to and leaving from work together.

Examples of unacceptable behavior for employees are:

Arguing in the workplace during or after working hours.
Kissing or touching inappropriately in front of colleagues.
Exchanging an excessive number of instant messages or calls unrelated to their work during working hours.
Making their colleagues uncomfortable by talking or boasting about the relationship during working hours.

Employees who exhibit unacceptable behavior will face progressive discipline, up to and including termination in cases of repeated violations. HR is responsible for determining appropriate penalties.

Employees are also obliged to behave appropriately towards their colleagues who date each other. We prohibit victimization and hostility towards employees for any reason. This includes sexual jokes, gossip and improper comments. Employees who witness this kind of behavior should report it to HR.

Employees are obliged to follow our Code of Conduct at all times.

Dating managers

To avoid accusations of favoritism, abuse of authority and sexual harassment, we prohibit supervisors from dating employees who report to them. This restriction may extend to every manager within two levels above an employee, regardless of team or department to facilitate moving or promoting employees.

Supervisors are strictly forbidden from dating their direct reports. If this occurs, the supervisor may face disciplinary action up to and including termination. This rule may be less strict in cases when managers enter into a consenting relationship with an employee from another team or department. When this happens, they must inform HR as soon as possible. It's to their best interest not to conceal their relationship as they may provoke disciplinary action if and when they are discovered. HR will evaluate the situation and act accordingly (e.g. transfer an employee or prepare a "love contract" to ensure the relationship is consensual.)

Employees will not face demotion, victimization or loss of benefits if we have to transfer them to another team or department. The supervisor may be reprimanded depending on the circumstances. We may terminate those who repeatedly disregard this restriction.

Couples who are married or in a domestic partnership

Employees who enter in an official relationship with another employee after they're both hired by our company should follow the rules outlined above.

A married employee (or an employee who has a domestic partner) who serves as hiring manager for their team is not allowed to consider hiring their partner for open roles. This might bring about questions of favoritism in the hiring process. They are allowed to refer their partner for employment to other teams or departments for which they don't have any managerial or hiring authority.

If we discover that a hiring manager hired their partner, HR may move one of them to another team or branch where one won't supervise the other. The hiring manager will receive a reprimand, as their hiring decision may have compromised our company's commitment to equal opportunity and avoiding favoritism.

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Friendships in the workplace

Employees who work together may naturally form friendships either in or out of their workplace. We encourage this relationship between peers, as it can help employees communicate, collaborate and preserve harmony while working. However, we must consider the negative consequences of forming this kind of personal relationship. Employees who are friends might occasionally:

- Enter into disputes over borrowed money.
- Gossip about colleagues and acquaintances.
- Form cliques that exclude certain colleagues and bring discord.
- Prevent one another (whether directly or indirectly) from accepting promotions or relocations for the sake of their friendship.

To mitigate possible issues, we advise our employees to:

- Discuss non-work related issues outside of the workplace.
- Ask for their managers or HR's help when they are unable to resolve an issue or conflict of interest.
- Follow our Code of Conduct and act professionally at all times.
- Focus on their work instead of their friendships while at the office.

Friendships with Supervisors

Being friends with one's manager may have both positive and negative consequences. On one hand, friendship might facilitate honesty, trust and job satisfaction for both parties. But, friendship might also make managers and employees confused about how they should treat each other. Questions of favoritism might arise too, and result in negative feelings and loss of morale.

For these reasons, we discourage employees being friends with their managers. We do encourage a harmonious and open relationship, but we think it's to everyone's best interest if managers are not involved with their direct reports outside of the workplace.

Openness

The key point of this policy is openness. We can't stop employees from forming relationships with one another and trying to prohibit them from doing so could incite deceit, resentment and gossip.

For this reason, we expect our employees to be open about their personal relationships with colleagues. This does not mean that employees should draw attention to their relationship. But, keeping work relationships secret may negatively impact all parties involved.

HR will be at our employees' disposal to explain our policy, attitude and course of action in cases of violation.

Our company's commitment

Just like we expect employees to comply with this policy, our company has responsibilities that we are obliged to follow. We will:

- Enforce this policy to HR and senior management as well as employees.
- Treat everyone equally when taking disciplinary action without discriminating against protected characteristics.
- Prohibit victimization, violence and retaliation of any kind.
- Examine each situation separately and consider all aspects and perspectives before making decisions.

Our employees should follow our anti-discrimination policy at all times. For example, HR must not penalize a homosexual couple differently than a heterosexual couple when they both have violated the present policy in the same manner. Likewise, if a team member is discovered to have a relationship with their manager, the person who will be transferred or terminated must not be chosen based on their gender.

We will keep our employees' freedom and individual rights in mind and follow the law.

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Raising Workplace Concerns

Open-Door Policy

The Company is committed to creating a work environment in which each employee's, independent contractors', and/or representatives' opinion is valued, and issues and concerns are surfaced early and discussed candidly. Open and honest communications are essential to quickly resolving problems and are a day-to-day good business practice.

To facilitate good communication, the Company maintains an open-door policy. We encourage you to meet with the Company manager, administrator, or Owner to discuss any ideas, concerns or other issues that are important to you.

Dispute Resolution Policy

Misunderstandings or conflicts can arise in the course of daily business relationships. Most job-related disagreements are remedied through discussions with the Company manager, administrator, or Owner. You are encouraged to discuss informally any concerns you have with the Company manager or administrator prior to a formal review with the Owner. If the discussion does not resolve your dispute, you can submit the issue to Arbitration.

Your Compensation

Philosophy

The Company's compensation philosophy is designed to attract, retain and motivate highly talented employees, representative's, and/or contractor's through competitive incentive compensation programs and practices that consider the long-term best interest of stakeholders as well as clients. It is intended to ensure we pay employees or independent contractors in a way that aligns with our Principles and Mission. Our compensation practices have been specifically designed to offer competitive pay packages necessary in achieving our goals while encouraging the practice of responsible finance and discouraging unnecessary or imprudent risk taking. The Company structures its compensation plans, programs, arrangements and awards as it deems necessary, in its **sole** discretion.

Arrangement Letter

You have been provided a letter indicating your pay scale and at will arrangement with the Company **all the details of which are incorporated herein.**

Leaving the Company

Employment At-Will

We hope that the employment relationship will be one of mutual satisfaction and benefit to both you and the Company. However, there is no contractual right or obligation for either you to remain in the employment of the Company or for the Company to continue to employ you for any definite period of time.

The employment relationship at the Company is at-will. At-will employment entitles you and the Company to terminate the employment relationship at any time for no reason or any reason, not otherwise prohibited by law without providing prior notice (subject to Appendix C if applicable to you), warning, or discipline.

Return of Property and Safeguarding Confidential Information

Regardless of how your employment terminates, prior to or on your last day of work, you must return all Confidential information (and all means of accessing such Confidential Information), Company property, and

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Communication Equipment, Systems and Services including, but not limited to, credit cards, job related notes, Company or computer equipment and templates.

Upon your termination of employment, you cannot use, take with you, or retain any Company property, and you are prohibited from accessing, taking, retaining, using or disclosing any Confidential Information. You may not, for example, forward Confidential Information to your home computer, your personal e-mail address, or to any third-party service provider or server or non-Company website (e.g. Google), or engage in any unauthorized use, misappropriation or disclosure of Confidential Information in anticipation of your leaving the Company.

Non-Solicitation of Employees and Clients

While you're employed by The Company, and for one-year period following your last date of employment with The Company, to the extent permitted by law, you agree that you will not (a) engage in any conduct, either individually or in concert with a third party, which, directly or indirectly, causes or attempts to cause any Company employee, representative, or contractor to leave the employment of The Company for the purpose of employment outside of The Company, or (b) directly or indirectly, induce or attempt to induce or otherwise counsel, advise encourage or solicit, including through the use of social media, any client of The Company who you serviced or with whom you had substantial contact during your employment to terminate its relationship with The Company or to transfer assets away from or otherwise reduce its business with The Company. Additionally, any clients secured by you (your personal referral as maintained by your client inventory list) or any client as required by applicable legal and ethical law will receive a letter drafted jointly with the Company of which the Company must approve prior to sending which notifies clients of your departure and new contact information. The list of clients receiving such a letter must be on a list periodically reviewed by and with the Owner to assure proper understanding of clientele secured by each party and assure only applicable clients are contacted.

Appendixes

Appendix A: Employment Arbitration Policy

Statement of Intent

The Company believes that the resolution of such disagreements is best accomplished by internal dispute resolution and, where that fails, by external arbitration. For these reasons, The Company has adopted this Employment Arbitration. Policy ("Policy"), which is applicable to all employment-related disputes, whether initiated by you or by The Company. The Company values each of its employees and fosters good relations with, and among, all of its employees. The Company recognizes, however, that disagreements occasionally occur between an individual employee and The Company or between in a context that involves The Company. Employment with The Company is a voluntary relationship for no definite period of time, and nothing in this Policy or any other Company document constitutes an express or implied contract of employment for any definite period of time.

This Policy doesn't constitute, nor should it be construed to constitute, a wavier by The Company of its rights under the "employment at-will" doctrine nor does it afford an employee or former employee any rights or remedies not otherwise available under the applicable law.

Your eligibility and consideration for merit increases, incentive and retention awards, equity awards, or the payment of any other compensation to you, as well as your acceptance of employment with The Company, or your continued employment with The Company, shall constitute consideration for your obligations under this Policy.

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Scope of Policy

This policy applies to both you and The Company, and makes arbitration the required and exclusive forum for the resolution of all employment-related disputes (other than disputes which by statute are not subject to arbitration) between you and The Company (including The Company's predecessors, successors and assigns, its current and former parents, subsidiaries and affiliates and its and their current and former Company, directors, employees and agents) which are based on legally protected rights (i.e., statutory, regulatory, contractual or common-law rights), including disputes based on legally protected rights that are submitted to but aren't resolved by the Dispute Resolution Procedure. Therefore, you are waiving your rights to bring your disputes to court. This Policy applies to both existing and future disputes, including any disputes based on conduct that occurred before this Policy.

To the maximum extent permitted by law, and except where expressly prohibited by law, arbitration on an individual basis pursuant to this Policy is the exclusive remedy for any employment-related claims which might otherwise be brought on a class, collective or representative action basis. Accordingly, you may not participate as a class, collective or representative action, and will not be entitled to any recovery from a class, collective or representative action in any forum. Any disputes concerning the validity of this class, collective and representative action waiver will be decided by a court of competent jurisdiction, not by the arbitrator.

To the extent any dispute between you and The Company is not subject to arbitration for any reason, the class, collective and representative action waiver set forth in this Policy still applies.

In the event this class, collective or representative action waiver is found to be unenforceable with respect to any claim, then any such claim brought on a class, collective or representative action basis must be filed in a court of competent jurisdiction, and such court shall be the exclusive forum for all such claims.

Nothing in this Policy shall prevent you or The Company from seeking from any court of competent jurisdiction injunctive relief in aid of arbitration or to maintain the status quo prior to arbitration. The Policy doesn't require that The Company institute arbitration, nor is The Company required to follow the steps of the Dispute Resolution Procedure, before taking disciplinary action of any kind, including termination of employment. However, if you disagree with any such disciplinary action, believe that such action violated your legally protected rights, and wish to pursue the dispute, you must institute proceedings in accordance with the Policy. The results of the arbitration process are final and binding on you and The Company.

Nothing in this Policy is intended to preclude your right to challenge the validity of this Policy on such grounds as may exist in law or equity.

Retaliation against employees who file a claim under this Policy, including claims regarding the validity of this Policy or any provision thereof, is expressly prohibited.

Appendix B: Principles of Employment

As you consider our offer of employment or continued employment with The Company, its subsidiaries, and its and their affiliates, there are certain matters that we want to clarify.

First, you must observe the policies that we publish from time to time for employees. These include a requirement that you maintain the highest standards of conduct and act within the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee. These expectations are included in this Employee Handbook, The Company code of Conduct, and any other policies that apply to your business or function, or to The Company employees generally.

These documents are available for your review prior to your acceptance of the terms of employment or continued employment, if you choose to review them. If you're a new Company employee, you'll be asked to

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acknowledge receiving a copy of The Company Code of Conduct and the Handbook and Personnel Policy on or before your start date. Remember: It's your responsibility to read and understand these policies and expectations. If you have any questions, now or in the future, please ask.

Second, you must never use (except when necessary in your employment with The Company), nor disclose to any unauthorized person within The Company or anyone not affiliated with The Company, any personal, proprietary, or confidential information you obtain as a result of your employment with The Company ("Confidential Information"). This applies both while you're employed with us and after that employment ends. If you leave our employ, you may not disclose, use, retain, or take with you any Confidential Information or any writing or other record that relates to Confidential Information.

Third, your employment with us requires your full attention. You waive any rights to and further agree to assign, and hereby do assign, any work of authorship, invention, discovery, development or improvement made or conceived by you, either alone or jointly with others, during the time you're employed by us that pertains to our business; arises out of your employment; is aided by the use of time, materials, property or facilities of The Company; or is at The Company's request and expense ("Intellectual Property"). Works of authorship created within the scope of your employment are owned by The Company as "works for hire".

In addition, you agree to assist The Company in connection with any effort to perfect the assignments of Intellectual Property including Other Technologies; any controversy or legal proceeding relating to Intellectual Property; and in obtaining domestic and for foreign patent(s), copyright or other protection covering Intellectual Property. You also must irrevocably waive author's moral rights relating to Intellectual Property and not exercise such right in any manner.

Fourth, you and The Company agree to follow The Company's dispute resolution/arbitration procedure for resolving all disputes arising out of or relating to your employment with and separation from The Company (other than disputes which by statute are not arbitral). This applies while you're employed by us as well as after your employment ends. While we hope that disputes with our employees will never arise, we want them resolved promptly if they do arise. These procedures don't preclude us from taking disciplinary actions (including terminations of employment) at any time, but if you dispute those actions, we both agree that time disagreement will be resolved through these procedures.

Our procedures are divided into two parts:

1. An internal dispute resolution procedure that allows you to seek review of any action taken regarding your employment or termination of your employment which you think is unfair.
2. In the unusual situation when this procedure doesn't fully resolve a dispute, and such dispute is based upon a legally protected right (i.e., statutory, contractual, or common law), we both agree to submit the dispute (except disputes which by statute are not arbitral) to binding arbitration. A detailed description of The Company's Employment Arbitration Policy is included as Appendix A of this Employee Handbook.

Again, it's your responsibility to read and understand the dispute resolution/arbitration procedure. If you have any questions, now or in the future, please ask your Manager.

Fifth, during your employment and for one-year period following the resignation or termination of your employment for any reason, to the extent permitted by law, you agree that you won't (a) engage in any conduct either individually or in correct with a third party, which, directly or indirectly, causes or attempts to cause any Company employee to leave his or her employment with The Company for the purpose of employment outside The Company, or (b) directly or indirectly, induce or attempt to induce or otherwise counsel, advise, encourage or solicit, including through the use of social media, any client of The Company whom you serviced or with

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whom you had a substantial contact during your employment to terminate its relationship with The Company or to transfer assets away from or otherwise reduce its business with The Company.

Sixth, nothing herein constitutes a contract of employment for a definite period of time. The employment relationship is "at-will," which affords either party the right to terminate the relationship at any time for no reason or any reason not otherwise prohibited by applicable law. The Company retains the right to decrease an employee's compensation and/or benefits, transfer or demote an employee, or otherwise change the terms and conditions of any employee's employment with The Company at any time with or without notice at its sole discretion.

We believe these matters are important to you as an employee and to use as an employer.

Appendix C: Termination Notice and Non-Solicitation Policy

Non-Solicitation Obligations

During their employment (inclusive of the applicable Early Termination Notice Period) and for the one-year following their termination of employment from The Company for any reason, and in addition to any obligation the Covered Employee may have by virtue of any Independent Legal Obligation, Covered Employees may not, to the extent permitted by law (1) engage in any conduct, either individually or in concert with a third party, which, directly or indirectly, causes or attempts to cause any of The Company for the purpose of employment outside of The Company, or (2) directly or indirectly, induce or attempt to induce or otherwise counsel, advise, encourage or solicit, including through the use of social media , any client of The Company whom they serviced or with whom they had substantial contact during their employment to terminate its relationship with The Company or to transfer assets away from or otherwise reduce its business with The Company.

Consequences of Breach

If a Covered Employee fails to comply with the Policy by failing to give required notice or by soliciting employees and/or clients during the Early Termination Notice Period, the Covered Employee will be required to repay their Company employer the gross amount of the cash bonus component of their last award. See additional information below regarding notice obligations and Awards.

If a Covered Employee violates his/her non-solicitation obligations under this Policy during the applicable Early Termination Notice Period or the one-year period thereafter, The Company may seek an order or injunction from a court or arbitration panel to stop the violation and may seek other permissible remedies. The Company may hold the Covered Employee personally liable for any damages it suffers as result of the breach, such as additional compensation paid to replace or retain solicited employees.

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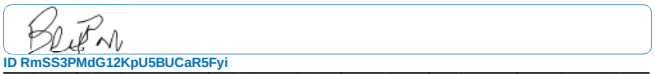
Appendix D: Handbook Acknowledgement Receipt Form

If you have not already completed the Handbook acknowledgment, please return this form as directed by your business or function, but in any event no later than 30 days after receipt.

By signing below, you acknowledge that you have received the Handbook and you understand that it is your obligation to read the Handbook and become familiar with its terms.

WITH THE EXCEPTION OF THE ARBITRATION POLICY, I UNDERSTAND THAT NOTHING CONTAINED IN THIS HANDBOOK, NOR THE HANDBOOK ITSELF, IS CONSIDERED A CONTRACT OF EMPLOYMENT, IN ADDITION, NOTHING IN THIS HANDBOOK CONSTUTITUTES A GUARANTEE THAT MY EMPLOYMENT RELATIONSHIP WILL CONTINUE FOR ANY SPECIFIED PERIOD OF TIME. I UNDERSTAND THAT MY EMPLOYMENT RELATIONSHIP WITH THE COMPANY IS AT-WILL, WHICH MEANS IT CAN BE TERMINATED BY ME OR THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE, FOR REASON OR ANY REASON NOT PROHIBITED BY LAW.

I understand that appended to this Handbook is an Arbitration Policy that requires me and the Company to submit employment-related disputes to binding arbitration. I understand that it is my obligation to read these documents carefully. I also understand that no provision in this Handbook or elsewhere is intended to constitute a waiver, nor be construed to constitute a waiver of my or the Company's right to compel arbitration of employment-related disputes.

Signature:  ID RmSS3PMdG12KpU5BUCaR5Fyi

Printed Name: Brad Bonds Date: 9/3/2024

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eSignature Details

Signer ID: **RmSS3PMdG12KpU5BUCaR5Fyi**
Signed by: Brad Bonds
Sent to email: brad@revivalky.com
IP Address: 174.200.117.12
Signed at: Sep 3 2024, 3:19 pm EDT

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