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Michael G. Adams
Kentucky Secretary of State
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EXE

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
RAWLINGS FINANCIAL SERVICES, LLC

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of Rawlings Financial Services, LLC (the “Company”) is entered into as of the 2nd day of April 2024, by the undersigned as the sole member (the “Sole Member”).

WHEREAS, the Company was formed as a limited liability company in accordance with the provisions of the Kentucky Limited Liability Company Act, as amended from time to time (the “Act”), by the filing of an Articles of Organization of the Company with the Secretary of State of the Commonwealth of Kentucky on November 27, 2002, which became effective on December 1, 2002;

WHEREAS, Beverly S. Rawlings, Joseph Mittel and Kathleen Barrens, as Co-Trustees of the George Robert Rawlings Revocable Trust (the “Trust”), arising under the Trust Agreement dated January 29, 2016, as amended and Beverly S. Rawlings, in her individual capacity (together with the Trust, the “Prior Members”) entered into that certain Limited Liability Company Agreement of the Company, dated as of July 10, 1997 (the “Predecessor Agreement”); and

WHEREAS, the Sole Member desires to amend and restate the Predecessor Agreement, in its entirety as set forth herein.

NOW THEREFORE, the Sole Member hereby agrees with the Company as follows:

Section 1. Name.

The name of the limited liability company shall be Rawlings Financial Services, LLC.

Section 2. Sole Member.

The name and the business, residence or mailing address of the Sole Member is as follows:

<u>Name</u>	<u>Mailing Address</u>
Continental Buyer, Inc.	c/o New Mountain Capital, L.L.C. 1633 Broadway, 48th Floor New York, NY 10019

Section 3. Registered Office/Registered Agent.

The address of the registered office of the Company in the Commonwealth of Kentucky, and the name and address of the registered agent of the Company for service of process on the Company in the Commonwealth of Kentucky, is CT Corporation System, 306 West Main Street, Suite 512, Frankfort, Kentucky 40601.

Section 4. Purpose/Powers.

The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing. The Company shall have the power and authority to do any and all acts necessary or convenient to or in furtherance of said purposes, including all power and authority, statutory or otherwise, possessed by, or which may be conferred upon, limited liability companies under the laws of the Commonwealth of Kentucky.

Section 5. Management.

The business and affairs of the Company shall be managed by the Sole Member. Any action so approved may be taken by the Sole Member on behalf of the Company and any action so taken shall bind the Company.

Section 6. Agents and Officers.

The Sole Member by written instrument shall have the power to appoint agents to act for the Company with such titles as deemed appropriate and to delegate to such agents such of the powers as are held by the Sole Member hereunder as the Sole Member may determine. The Sole Member by written instrument may ratify any act previously taken by an agent acting on behalf of the Company.

Any officers so designated shall have such authority and perform such duties as the Sole Member may, from time to time, delegate to them. The Sole Member may assign titles to particular officers. Unless the Sole Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Kentucky Business Corporation Act or a limited liability company formed under the Act, the assignment of such title shall constitute the delegation to such officer of the authority and duties that normally are associated with that office, subject to any specific delegation of authority and duties made to such officer by the Sole Member. Each officer shall hold office until his successor shall be duly designated by the Sole Member and shall qualify, until his or her death, or until he or she shall resign or shall have been removed by the Sole Member. Any number of offices may be held by the same individual. Any vacancy occurring in any office of the Company may be filled by the Sole Member.

The following persons are the officers of the Company, holding their respective offices set forth opposite their names, and are each duly authorized to act on behalf of the Company in their capacity as an officer:

<u>Name</u>	<u>Office</u>
Ryan Little	Chief Executive Officer
Kathy Barrens	Chief Financial Officer
Jeff Swann	General Counsel

Such officers are each designated as an “authorized person” within the meaning of the Act, and are empowered to execute, deliver and file any other certificate (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, and such other documents, instruments, certificates

and agreements as may be necessary or desirable in furtherance of the Company's purposes, as directed by the Sole Member pursuant to the terms of this Agreement. The Sole Member may alter the powers and duties of the officers.

Section 7. Exculpation and Indemnification.

(a) During the period commencing on the date hereof and ending on the sixth anniversary of the date hereof, the following shall apply:

- (i) The Prior Members shall not be liable for the Company's liabilities, debts or obligations, in each case occurring prior to the effectiveness of this Agreement. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under the Predecessor Agreement, in each case occurring prior to the effectiveness of this Agreement, or the Act shall not be grounds for imposing personal liability on the Prior Members. The Company shall indemnify the Prior Members for all costs, losses, liabilities and damages paid by the the Prior Members in connection with the Company's business, in each case paid prior to the effectiveness of this Agreement.
- (ii) Any amendment, modification or repeal of this Section 7(a) or any provision hereof shall be prospective only and shall not in any way affect the limitations on the Company's liability to either of the Prior Members under this Section 7(a) as in effect immediately prior to such amendment, modification, or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(b) No member (other than the Prior Members, and for the avoidance of doubt including the Sole Member), manager or officer of the Company (each, an "Indemnified Party") shall be liable to the Company or any other person (as hereinafter defined) who has an interest in the Company for any loss, damage or claim (a "Loss") (or any expenses or costs associated therewith ("Costs")) incurred by reason of any act or omission performed or omitted by such Indemnified Party in good faith on behalf of the Company, and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Party by this Agreement, except that an Indemnified Party shall be liable for any such Loss and Costs incurred by reason of such Indemnified Party's acts or omissions (i) which are not in good faith or which such Indemnified Party did not reasonably believe to be in or to not be opposed to the best interests of the Company or which involve intentional misconduct or knowing violation of the law or (ii) from which an improper personal benefit shall have been derived by such Indemnified Party; provided, however, that any indemnity under this Section 7 shall be provided out of and to the extent of the Company's assets only, and neither the members, other than the Prior Member, managers or any of the officers shall have personal liability on account thereof. The Company shall advance Costs incurred, on or after the date hereof, by or on behalf of an Indemnified Party in connection with any Loss within twenty (20) days after receipt by the Company from the Indemnified Party of a statement requesting such advances from time to time; provided, that such statement provides reasonable documentary evidence of such Costs and provides a written undertaking by the

Indemnified Party to repay any and all advanced Costs in the event such Indemnified Party is ultimately determined to not be entitled to indemnification by the Company.

(c) The Company shall indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person was or is an officer or employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, partnership, limited liability company, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law or enter into agreements with any such person for the purpose of providing for such indemnification except with respect to acts or omissions (i) which are not in good faith or which such Indemnified Party did not reasonably believe to be in or to not be opposed to the best interests of the Company or which involve intentional misconduct or knowing violation of the law or (ii) from which an improper personal benefit shall have been derived by such Indemnified Party; provided, however, that any indemnity under this Section 7 shall be provided out of and to the extent of the Company's assets only, and neither the Sole Member nor any officer of the Company shall have personal liability on account thereof.

(d) The Company acknowledges that the rights to indemnification, advancement of expenses and/or insurance provided pursuant to this Section 7 may also be provided to certain Indemnified Parties by the Sole Member and its respective affiliates (collectively, the "Affiliate Indemnitors"). The Company hereby agrees that, as between itself and the Affiliate Indemnitors, it is the indemnitor of first resort (i.e., its obligation to the Indemnified Parties under this Agreement is primary and any obligation of any Affiliate Indemnitor to provide advancement or indemnification for the same liability incurred by an Indemnified Party is secondary). Accordingly, the Company hereby waives any right of subrogation or contribution that it otherwise may have with respect to any duplicative indemnification coverage provided by any Affiliate Indemnitor to any Indemnified Party with respect to matters that also constitute indemnified liabilities hereunder; and if any Affiliate Indemnitor pays or causes to be paid, for any reason, whether under any other agreement or otherwise, any amounts otherwise indemnifiable hereunder then (i) the Affiliate Indemnitors shall be fully subrogated to all rights of the Indemnified Persons with respect to such payment and (ii) the Company shall reimburse the Affiliate Indemnitors for the payments actually made.

Section 8. Reliance by Third Parties.

Any person or entity dealing with the Company or the Sole Member may rely upon a certificate signed by the Sole Member as to: (a) the identity of the Sole Member, (b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Sole Member or are in any other manner germane to the affairs of the Company, (c) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company or (d) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or the Sole Member.

Section 9. Capital Contributions.

The Sole Member may make, but shall not be required to make, such capital contributions to the Company at such times and in such amounts as the Sole Member shall determine in its sole discretion.

Section 10. Ownership.

The Sole Member is the owner of one-hundred (100%) percent of the limited liability interest in the Company. The limited liability interest shall not be certificated.

Section 11. Taxation.

It is intended that the Company is treated as a corporation for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 12. Distributions.

Distributions shall be made to the Sole Member at the times and in the aggregate amounts determined by the Sole Member.

Section 13. Dissolution.

The Company shall have perpetual existence unless it shall be dissolved and its affairs shall have been wound up upon (a) the written consent of the Sole Member or (b) the entry of a decree of judicial dissolution under Section 275.290 of the Act. The existence of the Company as a separate legal entity shall continue until the filing of an Articles of Dissolution as provided in the Act. None of the events described in Section 275.280(1)(d) of the Act shall cause the Sole Member to cease to be a Member of the Company.

Section 14. Assignments.

The Sole Member may assign its limited liability company interest to any person, which person shall become a Sole Member upon the filing of the instrument of assignment with the records of the Company.

Section 15. Amendments.

This Agreement may be amended or restated from time to time by the Sole Member.

Section 16. Liability of Member.

The Sole Member shall not have any liability for any obligations or liabilities of the Company except to the extent provided in the Act.

Section 17. Fiduciary Duties and Corporate Opportunity.

Notwithstanding any duty otherwise existing at law or equity, the Sole Member shall not, to the maximum extent permitted by the Act, owe any fiduciary duty, duty of loyalty or other duty

(other than contractual obligations under this Agreement and the duty of good faith and fair dealing) to the creditors of the Company or to any other third party. To the extent that any such fiduciary duty, duty of loyalty or other duty is imposed on the Sole Member under the Act, to the maximum extent permitted by law, the Sole Member hereby unconditionally and irrevocably waives the same and agrees that it shall not have any liability for breach of such duties. Neither the Company nor the Sole Member shall commence or join or otherwise bring or advance or participate in any claim based upon any purported breach of fiduciary duty, duty of loyalty or other duty to it (other than contractual obligations under this Agreement, the duty of good faith and fair dealing and any other duties that cannot be waived under applicable law).

To the fullest extent permitted by law, the doctrine of corporate opportunity, or any analogous doctrine, shall apply to the Sole Member, it being understood that the Sole Member shall not be deemed to be an employee or consultant of the Company solely by reason of being the Sole Member. The Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to the Sole Member. The Sole Member shall not have any duty to communicate or offer any business opportunity to the Company, nor shall they be liable to the Company for breach of any fiduciary or other duty by reason of the fact that the Sole Member pursues or acquires for, or directs such opportunity to, another person or does not communicate such opportunity or information to the Company.

Section 18. Pledge of Membership Interests Permitted.

Notwithstanding anything contained herein to the contrary, the Sole Member shall be permitted to pledge or hypothecate any or all of its membership interests in the Company, including all economic rights, control rights and status rights as a Sole Member, to any lender to the Company or any agent acting on such lender's behalf, and any transfer of such membership interests pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, upon a default under the financing giving rise to any pledge or hypothecation of the membership interests, the lender (or agent) shall have the right, as set forth in the applicable pledge or hypothecation agreement, and without further approval of the Sole Member or any other party, and without becoming a Member, to exercise the membership voting rights of the Sole Member. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall, if it so elects, become a Member under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of the Sole Member under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the Sole Member shall cease to be a Member and shall have no further rights or powers under this Agreement. The execution and delivery of this Agreement by the Sole Member shall constitute any necessary approval of the Sole Member under the Act to the foregoing provisions of this Section. Further, so long as any pledge or hypothecation of any membership interests is in effect, the Company shall not elect that its membership interests become governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction without the consent of all pledgees of such membership interests or the

delivery of any applicable limited liability company certificate or control agreement necessary to perfect each such pledgee's interests in the applicable membership interests. This Section may not be amended or modified so long as any of the membership interests is subject to a pledge or hypothecation without the pledgee's (or the transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the membership interests shall be a third party beneficiary of the provisions of this Section. For the avoidance of doubt, the terms of this Section 18 shall apply notwithstanding anything contained herein to the contrary.

Section 19. Admission of Additional Members.

One or more additional members of the Company may be admitted to the Company with the written consent of the Sole Member and upon such terms (including with respect to participation in the management, profits, losses and distributions of the Company) as may be determined by the Sole Member.

Section 20. Governing Law.

This Agreement shall be governed by, and construed under, the Laws of the Commonwealth of Kentucky, all rights and remedies being governed by said laws.

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