

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	Chapter 11
	)	
OTB HOLDING LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 25-52415 (SMS)
	)	
	)	
Debtors.	)	(Joint Administration Requested)
	)	

**DEBTORS' EMERGENCY MOTION FOR  
ENTRY OF INTERIM AND FINAL ORDERS (I) PROHIBITING  
UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING  
SERVICE ON ACCOUNT OF PREPETITION INVOICES; (II) DEEMING  
UTILITIES ADEQUATELY ASSURED OF FUTURE PERFORMANCE;  
(III) ESTABLISHING PROCEDURES FOR DETERMINING ADEQUATE  
ASSURANCE OF PAYMENT; AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this *Emergency Motion for Entry of Interim and Final Orders (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service on Account of Prepetition Invoices; (II) Deeming Utilities Adequately Assured of Future Performance; (III) Establishing Procedures for Determining Adequate Assurance of Payment; and (IV) Granting Related Relief* (this “Motion”). In support of this Motion, the Debtors respectfully represent as follows:

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: OTB Holding LLC (3213), OTB Acquisition LLC (8500), OTB Acquisition of New Jersey LLC (1506), OTB Acquisition of Howard County LLC (9865), Mt. Laurel Restaurant Operations LLC (5100), OTB Acquisition of Kansas LLC (9014), OTB Acquisition of Baltimore County, LLC (6963). OTB Holding LLC’s service address is One Buckhead Plaza, 3060 Peachtree Road, NW, Atlanta, GA 30305.



### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over these cases and this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409(a).

2. The bases for the relief requested herein are sections 105(a), 366, 1107, and 1108 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 9006-2, 9013-1, and 9013-2 of the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”) and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

### **BACKGROUND**

3. On March 4, 2025 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”). The Debtors have continued in possession of their properties and have continued to operate and manage their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has yet been established in these cases.

4. The factual background relating to the Debtors’ commencement of these cases is set forth in detail in the *Declaration of Jonathan M. Tibus in Support of Chapter 11 Petitions and*

*First Day Pleadings* (the “First Day Declaration”) filed on or about the date hereof and incorporated herein by reference.<sup>2</sup>

**A. The Utility Providers**

5. Utility services are essential to the Debtors’ ability to sustain their operations while these chapter 11 cases are pending. To operate their business and manage their properties, the Debtors incur utility expenses for natural gas, electricity, water, sewage, waste management, local and long-distance telecommunications, and other similar services (collectively, the “Utility Services”). These Utility Services are provided by approximately 150 utility providers (the “Utility Providers”), with which Debtors may have multiple accounts. A non-exhaustive list identifying the Utility Providers is attached hereto as **Exhibit A** (the “Utilities Service List”).<sup>3</sup>

6. The Debtors make utility payments in multiple forms: (i) direct payment to certain applicable Utility Providers; (ii) through Utility Managers (as defined below); or, in some cases, (iii) through certain of the Debtors’ landlords in connection with the Debtors’ real property lease payments. The Debtors spend an aggregate amount of approximately \$525,212 each month on Utility Services from the Utility Providers listed on the Utility Service List (the “Utility Payments”).

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<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the First Day Declaration.

<sup>3</sup> The listing of any entity on **Exhibit A** is not an admission that such entity is a utility within the meaning of section 366 of the Bankruptcy Code. The Debtors reserve all rights to further address the characterization of any particular entity listed on **Exhibit A** as a Utility Provider subject to section 366(a). The Debtors further reserve the right to terminate the services of any Utility Provider at any time and to seek an immediate refund of any utility deposit without effect to any right of setoff or claim asserted by such Utility Provider against the Debtors. This Motion does not seek assumption or rejection of any executory contract under section 365 of the Bankruptcy Code, and the Debtors reserve the right to claim that any contract with the Utility Providers is or is not an executory contract, as the facts may dictate. The relief requested herein is with respect to all Utility Providers and is not limited only to those listed on **Exhibit A**.

**B. The Utility Managers**

7. Primarily to manage the Utility Services at their many locations, the Debtors contract with certain third-party processors: Cass Information Systems, Inc. (“Cass”) and certain waste utility managers (the “Waste Managers”, and together with Cass, each a “Utility Manager” and collectively, the “Utility Managers”). Cass manages the Debtors’ accounts for the majority of the Utility Providers and Services, including gas, electricity and water. The Waste Managers manage the Debtors’ accounts for the majority of the Debtors’ waste management providers. Together, the Utility Managers manage approximately 150 utility accounts for the Debtors. The Utility Managers receive, process, and code the Debtors’ utility bills in the ordinary course of business to centralize and facilitate timely and accurate payment (the “Manager Utility Payments”) on behalf of the Debtors as their agent and provide accounting information to the Debtors with respect to the Utility Services that they manage. As of the Petition Date, the Debtors estimate that approximately \$250,000 of Manager Utility Payments remain outstanding and payable.

8. As compensation for these services, the Debtors pay the Utility Managers an average monthly fee of approximately \$100,000 in the aggregate in addition to certain additional fees charged for specific services (all payments collectively, the “Service Fees”, together with the Utility Payments and Manager Utility Payments, the “Utility Obligations”). As of the Petition Date, the Debtors estimate that approximately \$100,000 of Service Fees will be outstanding, all of which will become due within twenty-one (21) days following the Petition Date. By this Motion, the Debtors request authority, but not direction, to pay all prepetition Service Fees in the ordinary course of business.

9. Payment of prepetition Service Fees to the Utility Managers will ensure that the Utility Managers will continue to provide necessary services to the Company (including ongoing sourcing of certain utilities on an urgent basis, as needed) and remit the Manager Utility Payments to the Utility Companies without delay, service interruption, or logistical complication. Therefore, it is critical that the Debtors be permitted to honor prepetition Service Fees owed to the Utility Manager.

**C. Landlord Utility Companies**

10. Finally, in certain cases, some Utility Services are billed directly to the Debtors' landlords (the "Landlords" and such utility companies, the "Landlord Utility Companies") and the associated costs are passed through to the Debtors as part of the real property lease payments in accordance with the applicable lease agreement. The relief requested herein is solely with respect to the Utility Obligations. As it relates to the Landlord Utility Companies, the Debtors respectfully request that, notwithstanding any current or future nonpayment, deferral, waiver, or other compromise of rent, the Debtors be authorized to continue to pay for any and all Utility Services offered through the Landlord Utility Companies in the ordinary course until the effective date of any rejection of the applicable lease agreement, if any, pursuant to section 365 of the Bankruptcy Code.

11. Additionally, certain third parties, often governmental units or other public agencies, have required the Debtors to post surety bonds or deposits to secure the Debtors' payment or performance of certain obligations. The obligations secured by these bonds and deposits include the Debtors' obligations to pay certain Utility Services.

12. Continued and uninterrupted Utility Services is vital to the Debtors' ability to

sustain their operations during these chapter 11 cases. Because of the nature of the Debtors' operations, termination or interruption of the Debtors' utility service would dramatically impair the Debtors' ability to conduct business and would cause considerable inconvenience to the Debtors' customers and employees. If Utility Providers are permitted to terminate or disrupt service to the Debtors, the Debtors' primary revenue source would be threatened.

### **RELIEF REQUESTED**

13. By this Motion, the Debtors respectfully request the entry of an interim and final order (the "Interim Order" and the "Final Order", respectively), pursuant to section 366 of the Bankruptcy Code: (i) prohibiting the Utility Providers from altering, refusing, or discontinuing service on account of prepetition invoices, (ii) deeming utilities adequately assured of future performance, (iii) establishing the Determination Procedures for determining adequate assurance of payment, and (iv) granting related relief.

14. Also, the Debtors request that the Court schedule a final hearing on this Motion (the "Final Hearing") at its convenience on a date in advance of the expiration of thirty (30) days following the Petition Date in order to, as discussed below: (a) address any outstanding objections to the Motion and (b) resolve any disputes regarding adequate assurance of payment prior to the expiration of the thirty (30) day period set forth in section 366(c)(2) of the Bankruptcy Code.

#### **A. The Proposed Adequate Assurance**

15. The Debtors intend to pay all postpetition obligations owed to the Utility Providers in a timely manner and expect that revenue generated from business operations and/or funds from their cash collateral will be sufficient to pay all undisputed postpetition utility obligations. Moreover, certain of the Utility Providers hold bonds or deposits that provide adequate assurance

of payment. Nevertheless, to provide adequate assurance of payment for future services to the Utility Providers as set forth in section 366(c) of the Bankruptcy Code, the Debtors propose to deposit an initial sum equal to the Debtors' estimated average costs for two (2) weeks of Utility Services (minus the amount of any existing bonds or deposits) in a segregated, non-interest bearing account (the "Adequate Assurance Account") prior to the Final Hearing on this Motion (the "Adequate Assurance Deposits"). Because the Debtors' monthly spending on Utility Services is approximately \$525,212, the Debtors propose that the Adequate Assurance Deposit should be \$241,331.75, after adjusting for the surety bonds and deposits that certain Utility Providers currently hold;<sup>4</sup> provided that the Debtors may reduce this amount in the event that their relationship with any Utility Provider ends as a result of a store closure or otherwise. In that event, the Debtors may reduce the Adequate Assurance Deposits by the portion escrowed for any Utility Provider whose relationship has been terminated.

16. The Debtors propose to adjust the amount in the Adequate Assurance Account to reflect the following factors: (i) the termination of Utility Services by the Debtors regardless of any Additional Assurance Requests (as defined below) and (ii) agreements with the Utility Providers. These adjustments will permit the Debtors to maintain the Adequate Assurance Account with an amount that consistently provides the Utility Providers security for their Utility Services with a two-week deposit on account of such services.

17. The Debtors submit that the Adequate Assurance Deposits and the bonds and deposits on account already, in conjunction with the Debtors' ability to pay for future utility

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<sup>4</sup> To calculate the Adequate Assurance Deposit, the Debtors reduced the amount of the deposit associated with any Utility Provider by the amount of the bond or deposit held by such Utility Provider.

services in the ordinary course of business (collectively, the “Proposed Adequate Assurance”), constitute sufficient adequate assurance to the Utility Providers. If any Utility Provider believes additional assurance is required, they may request such assurance pursuant to the procedures described below.

**B. The Proposed Determination Procedures**

18. To address the rights of a Utility Provider under section 366(c)(2) of the Bankruptcy Code and in light of the severe consequences to the Debtors of any interruption in services by the Utility Providers, the Debtors propose the following procedures (the “Determination Procedures”) for approval and adoption:

A. Absent compliance with the Determination Procedures, a Utility Provider may not alter, refuse or discontinue service to or otherwise discriminate against the Debtors on account of the commencement of these chapter 11 cases or any unpaid prepetition charges or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.

B. Within three (3) business days after the entry of the Interim Order on the Motion, the Debtors will serve a copy of the Interim Order on the Utility Providers on the Utility Service List by first class mail. In the event that any Utility Provider has been omitted from the Utility Service List, the Debtors shall supplement this list and shall promptly serve a copy of the Interim Order on such Utility Provider upon learning of such omission.

C. If a Utility Provider is not satisfied with the Proposed Adequate Assurance provided by the Debtors, the Utility Provider must make a request for additional assurance of payment (a “Request”) and serve such Request so that it is received no later than seven (7) days prior to the Final Hearing by counsel for the Debtors, at King & Spalding LLP, 1180 Peachtree Street, Suite 1600, Atlanta, Georgia 30309-3521 (Attention: Jeffrey R. Dutson ([jdutson@kslaw.com](mailto:jdutson@kslaw.com)) and Brooke L. Bean ([bbean@kslaw.com](mailto:bbean@kslaw.com))). Any such Request by a Utility Provider must specify the amount and nature of assurance of payment that would be satisfactory to the Utility Provider and must set forth (i) the type of utility services that are provided and the associated account number, (ii) the location for which the relevant utility services are provided, (iii) a list of any deposits or other security currently held by such Utility Provider and held by such Utility Provider immediately prior to the Petition Date on account of the Debtors, (iv) a description of any payment



delinquency or irregularity by the Debtors for the postpetition period, and (v) the average monthly amount owed by the Debtors for each of the prior six months.

D. Without further order of the Court, the Debtors may enter into agreements granting to the Utility Providers that have submitted Requests any assurance of payment that the Debtors, in their sole discretion, determine is reasonable.

E. If a Utility Provider timely requests assurance of payment that the Debtors believe is unreasonable, and if after good faith negotiations by the parties, the parties are not able to resolve the issue, the adequacy of assurances of payment with respect to any such Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code will be determined at the Final Hearing.

F. Pending resolution of a Request at the Final Hearing and pending entry of a final, non-appealable order thereon finding that the Utility Provider is not adequately assured of future payment, such Utility Provider shall be (i) prohibited from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance and (ii) deemed to have adequate assurance of payment.

G. Any Utility Provider that does not timely request assurance of payment through a Request pursuant to the Determination Procedures automatically will be deemed to have received assurance of payment that is satisfactory to the Utility Provider under section 366(c)(2) without further action by the Debtors and without prejudice to the right of such Utility Provider to seek relief in the future pursuant to section 366(c)(3).

19. The Debtors also request authorization to adjust periodically the amount in the Adequate Assurance Account to reflect the following two factors: (a) the termination of Utility Services by the Debtors; and (b) the entry into any agreements between the Debtors and the applicable Utility Providers.

20. The Debtors further request that the Adequate Assurance Deposit be returned to the Debtors automatically, without further order of the Court, upon the earlier of (i) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider; (ii) the closing of a sale of all or substantially all of the Debtors' assets, and (iii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases, if not applied earlier,

provided that there are no outstanding disputes related to postpetition payments due to such affected Utility Providers.

21. Although the Debtors have made every attempt to identify any and all Utility Providers, certain Utility Providers that currently provide utility services for the Debtors may not be listed on the Utility Service List. Accordingly, the Debtors request that the Court: (a) authorize the Debtors to provide notice and a copy of the Interim Order (which, for purposes of this paragraph, shall be the Final Order on this Motion after entry of such Final Order) to Utility Providers not listed on the Utility Service List (collectively, the “Additional Utility Providers”), as such Utility Providers are identified, and (b) provide that the Additional Utility Providers are subject to the terms of the Interim Order, including the Determination Procedures. As a result, the Additional Utility Providers will be afforded thirty (30) days from the service of the Interim Order on a particular Additional Utility Provider to request assurance of payment from the Debtors pursuant to the Determination Procedures.

#### **BASIS FOR RELIEF**

**A. The Proposed Adequate Assurance and Proposed Determination Procedures are Reasonable and Appropriate.**

22. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination of utility services after commencing its case. 11 U.S.C. § 366(a). Section 366 applies to entities providing electricity, gas, oil, water, trash removal, and/or telephone services, as well as any other entity that supplies services that cannot be readily obtained or replaced elsewhere, or which constitutes a monopoly with respect to the services it provides to a debtor. *See In re Nw.*

*Recreational Activities, Inc.*, 8 B.R. 7, 9 (Bankr. N.D. Ga. 1980) (discussing the application of section 366 to “utilities”).

23. In a chapter 11 case, a utility provider may not alter, refuse, or discontinue services to a debtor solely because of unpaid prepetition amounts unless, during the twenty-day period following the commencement date, the utility does not receive “adequate assurance” of payment for postpetition services.<sup>5</sup> 11 U.S.C. § 366(b). Furthermore, under section 366(c)(2), a utility may alter, refuse, or discontinue service, if during the thirty-day period beginning on the petition date, the utility does not receive from the debtor adequate assurance of payment that is *satisfactory to the utility*.

24. Prior to the enactment of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (the “2005 Amendments”), it was well established by courts,

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<sup>5</sup> Section 366 of the Bankruptcy Code provides, in relevant part, as follows:

(a) Except as provided in subsections (b) and (c) of this section, a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility for service rendered before the order for relief was not paid when due.

(b) Such utility may alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date. On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.

\* \* \*

(c) . . . .

(2) Subject to paragraphs (3) and (4), with respect to a case filed under chapter 11, a utility referred to in subsection (a) may alter, refuse, or discontinue utility service, if during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from the debtor or the trustee adequate assurance of payment for utility service that is satisfactory to the utility.

(3)

(A) On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment under paragraph (2).

(B) In making a determination under this paragraph whether an assurance of payment is adequate, the court may not consider —

(i) the absence of security before the date of the filing of the petition;

(ii) the payment by the debtor of charges for utility service in a timely manner before the date of the filing of the petition; or

(iii) the availability of an administrative expense priority.

11 U.S.C. § 366.

commentators, and legislative history that section 366 of the Bankruptcy Code did not require, as a matter of course, that the debtor provide a deposit or other security to its utilities as adequate assurance of payment.<sup>6</sup> Pursuant to changes made effective by the 2005 Amendments, in determining whether an assurance of payment is adequate, the court may not consider (i) the absence of security before the petition date; (ii) the debtor's history of timely payments; or (iii) the availability of an administrative expense priority. 11 U.S.C. § 366(c)(3)(B). While the amended section 366(c) clarifies what does and does not constitute "assurance of payment" and what can be considered in determining whether such assurance is adequate, Congress, in enacting that section, did not divest this Court of its power to determine what amount, if any, is necessary to provide adequate assurance of payment to a utility provider. 11 U.S.C. § 366(c)(3)(A). Specifically, pursuant to section 366(c)(3)(A), "[o]n request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment." *Id.*; see *In re Beach House Prop., LLC*, Case No. 08-11761, 2008 Bankr. LEXIS 1091, at \*3–\*4 (Bankr. S.D. Fla. Apr. 8, 2008) (*quoting* 3 Collier on Bankruptcy ¶ 366.03[2] (rev. 15th ed. 2006) ("Under § 366(c)(2), the debtor must pay what the utility demands, *unless the court orders otherwise.*" (emphasis added in *Beach House*))). Under section 366(c), there is nothing to prevent a court from deciding, as courts did before the enactment of the 2005 Amendments, that, on the facts of the case before it,

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<sup>6</sup> For example, in *Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646, 647 (2d Cir. 1997), the United States Court of Appeals for the Second Circuit affirmed the bankruptcy court's ruling that the debtor's prepetition payment history, its postpetition liquidity, and the administrative expense priority afforded to postpetition invoices constituted adequate assurance of future performance. The Second Circuit rejected the argument that section 366(b) nevertheless required a "deposit or other security," holding that "a bankruptcy court's authority to 'modify' the level of the 'deposit or other security,' provided for under section 366(b), includes the power to require no 'deposit or other security' where none is necessary to provide a utility supplier with 'adequate assurance of payment.'" *Id.* at 650.

the amount required of the debtor to provide adequate assurance of payment to a utility provider is nominal, or even zero. *See In re Buffets Holdings, Inc.*, No. 08-10141 (Bankr. D. Del. Jan. 23, 2008) (approving adequate assurance consisting of an escrow equal to 50% of the estimated costs of monthly utility consumption); *In re Pac-West Telecomm, Inc.*, No. 07-10562 (Bankr. D. Del. May 2, 2007) (approving adequate assurance that was a one-time supplemental prepayment to each Utility Provider equal to prorated amount of one week's charges).

25. Historically, chapter 11 debtors were able, under section 366 of the Bankruptcy Code, to put the onus on utility providers to argue that whatever form of adequate assurance proposed by the debtor was insufficient. The 2005 Amendments arguably shift the burden onto the debtor to provide adequate assurance that the utility providers find satisfactory, and to seek court review if a utility provider does not accept the proposed adequate assurance. Under this reading of section 366, a Utility Provider could, on the twenty-ninth day following the Petition Date, announce that the proposed adequate assurance is not acceptable, demand an unreasonably large deposit in the context of the risk from the Debtors, and threaten to terminate the utility service the next day unless the Debtors complied with the demand. While the Debtors do not concede that this is a correct reading of amended section 366, the Debtors nonetheless believe it is prudent to require the Utility Providers to raise any objections to the Proposed Adequate Assurance so that such objections may be heard by the Court prior to the running of the thirty-day period following the Petition Date.

26. Congress has not changed the requirement that the assurance of payment only be "adequate." Courts construing section 366(b) of the Bankruptcy Code have long recognized that "adequate" assurance of payment does not require an absolute guarantee of the debtor's ability to

pay. *See, e.g., In re Caldor, Inc. – NY*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires [a] [b]ankruptcy [c]ourt to determine whether the circumstances are sufficient to provide a utility with ‘adequate assurance’ of payment. The statute does not require an ‘absolute guarantee of payment.’”) (citation omitted), *aff’d sub nom. Va. Elec. & Power Co. v. Caldor, Inc. – NY*, 117 F.3d 646 (2d Cir. 1997); *In re C.T. Harris, Inc.*, 295 B.R. 405, 406-07 (Bankr. M.D. Ga. 2003) (noting that debtor’s “current liquidity” was adequate assurance of future payment); *In re Anchor Glass Container Corp.*, 342 B.R. 872, 875 (Bankr. M.D. Fla. 2005); *Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002); *In re Astle*, 338 B.R. 855, 860–61 (Bankr. D. Idaho 2006) (“Adequate assurance of payment under subsection (b) does not require an absolute guarantee of payment. What is required is that the utility will be protected from unreasonable risk of nonpayment.” (internal quotation marks omitted)); *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) (“The requirement is for ‘adequate assurance’ of payment, which . . . need not necessarily be provided by deposit . . . . Whether utilities have adequate assurance of future payment is determined by the individual circumstances of each case.”) (citation omitted). Despite the language in section 366(c)(2) of the Bankruptcy Code allowing a utility to take action against a debtor should the debtor fail to provide adequate assurance of payment that is “satisfactory” to the utility, section 366 of the Bankruptcy Code does not require that the assurance provided be “satisfactory” once the Court determines the appropriate amount of adequate assurances.

27. The protection granted to a utility is intended to avoid exposing the utility to an unreasonable risk of nonpayment. *Id.* Whether a utility is subject to an unreasonable risk of nonpayment must be determined from the facts and circumstances of each case. *See In re Anchor*

*Glass Container Corp.*, 342 B.R. at 875; *In re Keydata Corp.*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981).

28. The essence of the Court’s inquiry is an examination of the totality of the circumstances in making an informed judgment as to whether utilities will be subject to an unreasonable risk of nonpayment for postpetition services. *Adelphia*, 280 B.R. at 82–83; *see also Anchor Glass Container Corp.*, 342 B.R. at 875 (“The type of arrangement that constitutes adequate assurance of future payment is a fact-intensive inquiry, determined under the individual circumstances of the case.”).

29. Further, the Court possesses the power, under section 105(a) of the Bankruptcy Code, to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). The proposed Determination Procedures will ensure that the Utility Services are continued without prejudicing the Utility Providers.

**B. Authority to Pay the Utility Managers is Warranted.**

30. Preserving utility services on an uninterrupted basis is essential to the Debtors’ ongoing operations. Honoring prepetition obligations to the Utility Managers on account of the Service Fees will ensure that the Utility Managers will continue to provide their necessary services to the Debtors and remit payments to the Utility Providers without delay or complication. Any interruption in utility services—even for a brief period of time—would seriously disrupt the Debtors’ ability to continue operations and serve their customers. Such a result could jeopardize the Debtors’ efforts to operate inside a chapter 11 proceeding and affect creditor recoveries.

31. The Court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein, because such relief is necessary

for the Debtors to carry out their fiduciary duties under section 1107(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Section 1107(a) of the Bankruptcy Code “contains an implied duty of the debtor-in-possession” to “protect and preserve the estate, including an operating business’ going-concern value,” on behalf of a debtor’s creditors and other parties in interest. *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); *see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232-33 (Bankr. S.D.N.Y. 1998) (“[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee.”).

32. The Court may rely on the doctrine of necessity and its equitable powers under section 105(a) of the Bankruptcy Code to authorize the payment of prepetition claims when such payment is essential to the continued operation of a debtor’s business. *See, e.g., In re Just for Feet*, 242 B.R. 821, 824-25 (D. Del. 1999) (holding that section 105(a) of Bankruptcy Code provides statutory basis for payment of prepetition claims under the doctrine of necessity particularly when such payment is necessary for the debtor’s survival during chapter 11); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994) (confirming that the doctrine of necessity is standard for enabling a court to authorize payment of prepetition claims prior to confirmation of a reorganization plan).

33. Further, in a long line of well-established cases, courts consistently have permitted payment of prepetition obligations where such payment is necessary to preserve or enhance the



value of a debtor's estate for the benefit of all creditors. *See, e.g., Miltenberger v. Logansport, C&S W.R. Co.*, 106 U.S. 286, 312 (1882) (payment of pre-receivership claim prior to reorganization permitted to prevent "stoppage of the continuance of [crucial] business relations"); *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that "if payment of a claim which arose prior to reorganization is essential to the continued operation of the . . . [business] during reorganization, payment may be authorized even if it is made out of [the] corpus"); *Dudley v. Mealey*, 147 F.2d 268, 271 (2d Cir. 1945) (extending doctrine for payment of prepetition claims beyond railroad reorganization cases), *cert. denied* 325 U.S. 873 (1945); *Mich. Bureau of Workers' Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R. 279, 285-86 (S.D.N.Y. 1987) (approving lower court order authorizing payment of prepetition wages, salaries, expenses, and benefits).

34. Additionally, honoring prepetition obligations to the Utility Managers is warranted under section 363(b) of the Bankruptcy Code. Section 363(b) provides, in pertinent part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). To approve the use of assets outside the ordinary course of business pursuant to section 363(b), courts require only that the debtor "show that a sound business purpose justifies such actions." *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (internal citations omitted); *see also In re Phoenix Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987).

35. The relief requested represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is justified under sections 105(a) and 363(b) of the Bankruptcy Code. Authorizing the Debtors to pay prepetition

obligations related to the Service Fees is in the best interests of the Debtors, their estates, and their stakeholders. Based on the foregoing, the Debtors respectfully submit that the relief requested herein is necessary and appropriate, is in the best interest of the Debtors' estates, and should be granted in all respects.

36. The Debtors believe that the Proposed Adequate Assurance is reasonable and satisfies the requirements of section 366 of the Bankruptcy Code and authority for payment of the Service Fees is warranted. Relief similar to that sought herein has been granted by this and other Districts. *See, e.g., In re LaVie Care Centers, LLC, et al.*, Case No. 24-55507 (Bankr. N.D. Ga. June 27, 202) [Docket No. 173]; *In re The Krystal Company, et al.*, Case No. 20-61065 (Bankr. N.D. Ga. February 13, 2020) [Docket No. 159]; *In re Jack Cooper Ventures, Inc. et al.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Sept. 12, 2019) [Docket No. 276]; *In re LakePoint Land, LLC*, Case No. 18-41337 (BEM) (Bankr. N.D. Ga. July 3, 2018) [Docket No. 63]; *In re Beaulieu Grp., LLC*, Case No. 17-41677 (PWB) (Bankr. N.D. Ga. Aug. 31, 2017) [Docket No. 246]; *In re AstroTurf, LLC*, Case No. 16-41504 (PWB) (Bankr. N.D. Ga. July 7, 2016) [Docket No. 56]; *In re Park Meridian, LLC*, Case No. 15-20447 (JRS) (Bankr. N.D. Ga. Mar. 16, 2015) [Docket No. 31]; *In re Green Mountain Mgmt., LLC*, Case No. 14-64287 (BEM) (Bankr. N.D. Ga. Aug. 29, 2014) [Docket No. 53]; *In re Tortilleria El Maizal, Inc.*, Case No. 13-59899 (CRM) (Bankr. N.D. Ga. May 10, 2013) [Docket No. 24]; *In re GK Mgmt., Inc.*, Case No. 12-23945 (REB) (Bankr. N.D. Ga. Nov. 20, 2012) [Docket No. 29]; *In re Cagle's, Inc.*, Case No. 11-80202 (JB) (Bankr. N.D. Ga. Oct. 20, 2011) [Docket No. 32]; *In re Currahee Partners, LLC*, Case No. 09-73838 (WLH)

(Bankr. N.D. Ga. June 23, 2009) [Docket No. 47]; *In re Rhodes, Inc.*, Case No. 04-78434 (MGD) (Bankr. N.D. Ga. Nov. 8, 2004) [Docket No. 49].<sup>7</sup>

37. The relief requested herein will ensure that the Debtors' operations will not be disrupted by the suspension or termination of vital Utility Services or the requests by the Utility Providers of unnecessarily large deposits that could endanger the Debtors' liquidity. If a disruption occurs, the impact on the Debtors' business operations and revenues would be extremely harmful to the Debtors and all of their creditors. Without the requested relief, any interruption in services by the Utility Providers could bring the Debtors' business to a grinding halt. Even if the Utility Providers did not interrupt their services, without the requested relief the Debtors could be forced to address numerous requests by Utility Providers in a disorganized manner during a critical period in these chapter 11 cases and during a time when their efforts should be more productively focused on reorganization and the emergence from bankruptcy. At the same time, the relief requested provides the Utility Providers with a fair and orderly procedure for determining requests for additional or different adequate assurance.

### **EMERGENCY CONSIDERATION**

38. The Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first twenty-one (21) days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." Here, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of its operations and that any delay in granting the relief

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<sup>7</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

requested could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first twenty-one (21) days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

**WAIVER OF ANY APPLICABLE STAY**

39. The Debtors seek a waiver of any stay of the effectiveness of the order granting this Motion. Pursuant to Bankruptcy Rule 6004(h), any "order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable. Furthermore, to implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a).

**NOTICE**

40. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the Northern District of Georgia; (b) the Debtors' thirty (30) largest unsecured creditors; (c) counsel to the Debtors' prepetition lenders; (d) counsel to the Debtors' debtor-in-possession lender; (e) the Internal Revenue Service; (f) the Georgia Department of Revenue; (g) the Attorney General for the State of Georgia; (h) the United States Attorney for the Northern

District of Georgia; (i) the state attorneys general for states in which the Debtors conduct business; (j) the Utility Providers; (k) the Utility Managers; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

### **RESERVATION OF RIGHTS**

41. Nothing contained herein is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors or any liens satisfied pursuant to this Motion; (ii) an agreement or obligation to pay any claims; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; (iv) a waiver of the Debtors' or any appropriate party in interest's right to dispute any claim; or (v) an approval, assumption, or rejection of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' right to dispute such claim subsequently.

### **NO PRIOR REQUEST**

42. No prior request for relief sought in this Motion has been made to this or any other Court.

### **CONCLUSION**

WHEREFORE, the Debtors respectfully request entry of the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit B** and **Exhibit C**, respectively, (a) granting the relief requested herein, and (b) granting such other relief as is just and proper.

Date: March 5, 2025  
Atlanta, Georgia

Respectfully submitted,

KING & SPALDING LLP

/s/ Jeffrey R. Dutson

Jeffrey R. Dutson

Georgia Bar No. 637106

Brooke L. Bean

Georgia Bar No. 764552

Alice Kyung Won Song

Georgia Bar No. 692753

**KING & SPALDING LLP**

1180 Peachtree Street NE

Atlanta, Georgia 30309

Telephone: (404) 572-4600

Email: jdutson@kslaw.com

Email: bbean@kslaw.com

Email: asong@kslaw.com

*Proposed Counsel for the Debtors in  
Possession*

**Exhibit A**

**Utilities Service List**

Utility Provider Name	Address	Account Number	Service(s)	Deposits	Adequate Assurance Deposit
A & P GREASETRAPPERS DBA ABILITY SEPTIC	801 NORTH RADDANT RD BATAVIA, IL 60510 UNITED STATES	OTB0182	WASTE	\$ -	\$ 65.83
ACTIVE WASTE SOLUTIONS	2512 ASHCRAFT AVENUE MONROE, NC 28110 UNITED STATES	OTB0117	WASTE	\$ -	\$ 250.98
AES INDIANA	ONE MONUMENT CIRCLE INDIANAPOLIS, IN 46206-1595 UNITED STATES	200000012946	ELECTRIC	\$ -	\$ 2,267.95
AMERICAN PUMPING LLC	2522 E. IN-218 CAMDEN, IN 46917 UNITED STATES	OTB0131   OTB0194	WASTE	\$ -	\$ 302.02
AMERICAN WASTE CONTROL	1420 W. 35TH ST. TULSA, OK 74107 UNITED STATES	OTB0022   OTB0110	WASTE	\$ -	\$ 131.87
AQUA INDIANA	762 WEST LANCASTER AVE. BRYN MAWR, PA 19010 UNITED STATES	0013369460999432	SEWER	\$ -	\$ 453.75
ARLINGTON UTILITIES	101 W ABRAM ST ARLINGTON, TX 76010 UNITED STATES	200723300   200722300   510232301	SEWER   WATER	\$ -	\$ 1,136.62
ARROWASTE	1296 CHICAGO DR JENISON, MI 49428 UNITED STATES	OTB0175   OTB0193   OTB0244	WASTE	\$ -	\$ 2,216.54
ATMOS ENERGY	1800 THREE LINCOLN CENTRE, 5430 LBJ FREEWAY DALLAS, TX 75240 UNITED STATES	3042812605   3053950114   4017350151   4017263166   4009577655   3042811231   3042812258   3042812436   3014056164   3042811973   3042811759   3042811580   3042810634   3042810394   3035570032   3042847042   3042846829   3042846598   3042846150   3042845900   3042845580   3042845311   3010672728   3042847300   3042812954   3010672540   3042847499   3042847677   3042810812   3042845115   3042810198	GAS	\$ -	\$ 21,645.12
AURORA WATER	26791 E. QUINCY AVE. AURORA, CO 80016 UNITED STATES	A054414	SEWER   WATER	\$ -	\$ 560.29
BAY STATE SEWAGE DISPOSAL INC	105 KINGMAN ST LAKEVILLE, MA 02347 UNITED STATES	OTB0197	WASTE	\$ -	\$ 312.90
BGE	2 CENTER PLAZA, 110 WEST FAYETTE STREET BALTIMORE, MD 21201 UNITED STATES	2069571770   0782191000	ELECTRIC   GAS	\$ -	\$ 8,420.71
BLACK HILLS ENERGY	7001 MT RUSHMORE RD RAPID CITY, SD 57702 UNITED STATES	4277278926   2870133459	GAS	\$ -	\$ 905.95
BOROUGH OF PARAMUS	TAX COLLECTOR, 1 JOCKISH SQUARE PARAMUS, NJ 07652 UNITED STATES	978645081	SEWER	\$ -	\$ 101.35
BROOKS GREASE SERVICE INC	3104 N ERIE AVE TULSA, OK 74115 UNITED STATES	OTB0021   OTB0024   OTB0036   OTB0104   OTB0110   OTB0112   OTB0151   OTB0153   OTB0154   OTB0156   OTB0161   OTB0170   OTB0177   OTB0215	WASTE	\$ -	\$ 2,081.58
BURNS SEPTIC TANK AND LINE CLEANING INC	5291 ENTERPRISE STREET SYKESVILLE, MD 21784 UNITED STATES	OTB0200   OTB0234	WASTE	\$ -	\$ 406.75
CARROLL ELECTRIC COOP CORP	920 US-62 SPUR BERRYVILLE, AR 72616 UNITED STATES	9454709001	ELECTRIC	\$ 6,400.00	\$ -
CASELLA WASTE SYSTEMS	25 GREENS HILL LN RUTLAND, VT 05701 UNITED STATES	OTB0206   OTB0208	WASTE	\$ -	\$ 974.86
CEDAR HILL UTILITY SERVICES	285 UPTOWN BLVD, BUILDING #100 CEDAR HILL, TX 75104 UNITED STATES	0300003242000082640	SEWER   WATER	\$ -	\$ 577.61
CENTERPOINT ENERGY	1111 LOUISIANA STREET HOUSTON, TX 77002 UNITED STATES	132228008   132216888   85624534	GAS	\$ -	\$ 1,830.72
CENTRAL ARKANSAS WATER	221 EAST CAPITOL AVE. LITTLE ROCK, AR 72203 UNITED STATES	20192982   20049298   20049296   20216088   20179414   20108454	SEWER   WATER	\$ 500.00	\$ 21.15
CHAMPION ENERGY	1500 RANKIN ROAD, SUITE 200 HOUSTON, TX 77073 UNITED STATES	929227   929226   929355   105268   929354   929356	ELECTRIC	\$ -	\$ 7,668.51



Utility Provider Name	Address	Account Number	Service(s)	Deposits	Adequate Assurance Deposit
CIRRO ENERGY	2745 DALLAS PKWY #200 PLANO, TX 75093 UNITED STATES	753723774	ELECTRIC	\$ -	\$ 2,553.45
CITIZENS ENERGY GROUP	2020 N MERIDIAN ST INDIANAPOLIS, IN 46202 UNITED STATES	3851570000	WATER	\$ -	\$ 213.60
CITY OF ALLEN PARK WATER	15915 SOUTHFIELD RD ALLEN PARK, MI 48101 UNITED STATES	402FA03310	SEWER   WATER	\$ -	\$ 590.07
CITY OF BALTIMORE DIR FINANCE	CITY HALL - ROOM 250, 100 N. HOLLIDAY ST BALTIMORE, MD 21202 UNITED STATES	09454489007	SEWER   WATER	\$ -	\$ 98.40
CITY OF BEDFORD	2000 FOREST RIDGE DRIVE BEDFORD, TX 76021 UNITED STATES	0200015649001   0200015644001	SEWER   WATER	\$ 300.00	\$ 375.27
CITY OF CHARLOTTE	5100 BROOKSHIRE BOULEVARD CHARLOTTE, NC 28216 UNITED STATES	875805353644	SEWER   WATER	\$ 100.00	\$ 318.20
CITY OF CONCORD	35 CABARRUS AVE W. CONCORD, NC 28025 UNITED STATES	0025733501	ELECTRIC   SEWER   WATER	\$ -	\$ 2,701.74
CITY OF CORPUS CHRISTI	2726 HOLLY ROAD CORPUS CHRISTI, TX 78415 UNITED STATES	20444877	GAS   SEWER   WATER	\$ -	\$ 1,467.37
CITY OF DENTON	601 EAST HICKORY STREET DENTON, TX 76205 UNITED STATES	426096902	ELECTRIC   SEWER   WASTE   WATER	\$ 13,608.00	\$ -
CITY OF DESOTO	211 E PLEASANT RUN RD DESOTO, TX 75115 UNITED STATES	0150005997004	SEWER   WATER	\$ -	\$ 864.18
CITY OF EDMOND	2824 PROGRESSIVE DRIVE EDMOND, OK 73034 UNITED STATES	0105121032591	ELECTRIC   SEWER   WASTE   WATER	\$ -	\$ 2,544.04
CITY OF FORT WORTH WATER DEPT	100 FORT WORTH TRAIL FORT WORTH, TX 76102 UNITED STATES	1469237654564   1254267396612   1069081528308   1254267374206   1254267373964	SEWER   WASTE   WATER	\$ -	\$ 3,243.12
CITY OF GARLAND	200 N. FIFTH ST. GARLAND, TX 75040 UNITED STATES	0000183400088872   0000183400002258	ELECTRIC   SEWER   WATER	\$ -	\$ 7,046.84
CITY OF GARLAND, ENVIRONMENTAL WASTE SERVICES	1434 COMMERCE ST. GARLAND, TX 75040 UNITED STATES	OTB0218	WASTE	\$ -	\$ 395.80
CITY OF GRAND RAPIDS	GRAND RAPIDS CITY TREASURER, RM 220 CITY HALL WATER SEWER, 300 MONROE AVENUE NW GRAND RAPIDS, MI 49503 UNITED STATES	WS2042622   WS2042621	SEWER   WATER	\$ -	\$ 530.94
CITY OF GRANDVILLE UTILITY	3195 WILSON AVE SW GRANDVILLE, MI 49418 UNITED STATES	0206068303	SEWER   WATER	\$ -	\$ 375.28
CITY OF IRVING MUNICIPAL SVCS	825 W IRVING BOULEVARD IRVING, TX 75060 UNITED STATES	130736300   130731300   130730300	SEWER   WASTE   WATER	\$ 2,645.00	\$ -
CITY OF LONGVIEW WATER UTIL	300 W. COTTON ST. LONGVIEW, TX 75601 UNITED STATES	2231002211   2231002011	SEWER   WATER	\$ -	\$ 295.87
CITY OF MANSFIELD	1200 E BROAD ST MANSFIELD, TX 76063 UNITED STATES	700777361   700777360	SEWER   WATER	\$ 200.00	\$ 459.40
CITY OF MESQUITE	1515 N. GALLOWAY AVE. MESQUITE, TX 75149 UNITED STATES	180513702184874   180513700184874	SEWER   WATER	\$ 4,500.00	\$ -
CITY OF MESQUITE WASTE	1515 N. GALLOWAY AVE. MESQUITE, TX 75149 UNITED STATES	OTB0097	WASTE	\$ -	\$ 652.69
CITY OF NEW BRUNSWICK	78 BAYARD ST NEW BRUNSWICK, NJ 08901 UNITED STATES	63910	SEWER   WATER	\$ -	\$ 1,309.70
CITY OF OKLAHOMA CITY	420 WEST MAIN STREET, STE 501 OKLAHOMA CITY, OK 73102 UNITED STATES	250101295071   250101295064	SEWER   WATER	\$ -	\$ 327.71

Utility Provider Name	Address	Account Number	Service(s)	Deposits	Adequate Assurance Deposit
CITY OF ROCKWALL	385 S GOLIAD ROCKWALL, TX 75087 UNITED STATES	08624002   08623002	SEWER   WATER	\$ -	\$ 512.42
CITY OF TOPEKA	215 SE 7TH ST TOPEKA, KS 66603 UNITED STATES	300517120080   300517119444   300517119442	SEWER   WASTE   WATER	\$ -	\$ 1,090.19
CITY OF TULSA UTILITIES	175 EAST 2ND STREET, SUITE 690 TULSA, OK 74103 UNITED STATES	2201552171387   2201542171386   2122872163871	SEWER   WASTE   WATER	\$ 2,820.00	\$ -
CITY OF TYLER	511 W LOCUST ST TYLER, TX 75702 UNITED STATES	14997533420   14997533410	SEWER   WATER	\$ -	\$ 436.07
CITY OF TYLER WASTE	414 N BOIS D'ARC AVE TYLER, TX 75702 UNITED STATES	OTB0050	WASTE	\$ -	\$ 170.45
CITY OF WACO WATER OFFICE	425 FRANKLIN AVENUE WACO, TX 76701 UNITED STATES	272508211327	SEWER   WASTE   WATER	\$ -	\$ 1,194.45
CITY OF WEATHERFORD	303 PALO PINTO STREET WEATHERFORD, TX 76086 UNITED STATES	10840724019	ELECTRIC   SEWER   WATER	\$ -	\$ 3,541.99
CITY OF WICHITA	455 N MAIN WICHITA, KS 67202 UNITED STATES	0924707888595   0924707153382	SEWER   WATER	\$ -	\$ 1,009.66
CITY OF WICHITA FALLS	705 8TH ST. WICHITA FALLS, TX 76301 UNITED STATES	41067104650	SEWER   WASTE   WATER	\$ 2,500.00	\$ -
COLLEGE STATION UTILITIES	1101 TEXAS AVE. COLLEGE STATION, TX 77840 UNITED STATES	0308341709	ELECTRIC   SEWER   WASTE   WATER	\$ 21,100.00	\$ -
COLORADO SPRINGS UTILITIES	111 S CASCADE AVE COLORADO SPRINGS, CO 80903 UNITED STATES	6561271474   1102168732   4008687879	ELECTRIC   GAS   SEWER   WATER	\$ -	\$ 5,402.95
COMED	10 S. DEARBORN ST., 54TH FLOOR CHICAGO, IL 60603 UNITED STATES	4369182000   3977392222	ELECTRIC	\$ -	\$ 2,825.79
CONNECTICUT NATURAL GAS CORP	76 MEADOW ST EAST HARTFORD, CT 06108 UNITED STATES	04000105587873	GAS	\$ -	\$ 1,410.23
CONSTELLATION NEWENERGY INC	1310 POINT STREET BALTIMORE, MD 21231 UNITED STATES	8273699   8273698   8273697   7230373   BG145559   RG223378   BG180334   8273696   BG225763   RG223379	ELECTRIC   GAS	\$ -	\$ 5,362.48
CONSUMERS ENERGY	2500 E CORK ST KALAMAZOO, MI 49001 UNITED STATES	103018392110   100051606893   100051606844   100051606794   100051606919	ELECTRIC   GAS	\$ -	\$ 6,574.66
CONWAY CORP	650 LOCUST ST CONWAY, AR 72034 UNITED STATES	3133168   3006018	ELECTRIC   SEWER   WASTE   WATER	\$ 3,000.00	\$ -
COSERV	7701 S STEMMONS CORINTH, TX 76210 UNITED STATES	9000831438	ELECTRIC   GAS	\$ -	\$ 2,969.08
DIRECT ENERGY BUSINESS	910 LOUISIANA ST, SUITE B200 HOUSTON, TX 77002 UNITED STATES	66161156009	GAS	\$ -	\$ 346.68
DOMINION ENERGY NORTH CAROLINA	2712 DISCOVERY DR RALEIGH, NC 27616 UNITED STATES	9210085969611   9210085969574   9210085969522	GAS	\$ -	\$ 785.75
DTE ENERGY	ONE ENERGY PLAZA, 1189 WCB DETROIT, MI 48226-1221 UNITED STATES	910030747588   910030747125   910030746986   910030747273   910030747448	ELECTRIC   GAS	\$ -	\$ 1,827.06
DUKE ENERGY	525 S TRYON ST CHARLOTTE, NC 28202 UNITED STATES	910086574791   910117760142   910031720160   910080769978   910031719969	ELECTRIC	\$ 5,325.00	\$ 434.21
ENTERGY	639 LOYOLA AVE NEW ORLEANS, LA 70113 UNITED STATES	88932835   88145321   88145230	ELECTRIC	\$ 37,730.00	\$ -
ENVIRO VAC	4912 OLD LOUISVILLE ROAD, SUITE 500 SAVANNAH, GA 31408 UNITED STATES	OTB0050   OTB0243	WASTE	\$ -	\$ 489.27
EVERGY	ONE KANSAS CITY PLACE, 1200 MAIN ST KANSAS CITY, MO 64105 UNITED STATES	2177641040   4303369944   0552822241	ELECTRIC	\$ -	\$ 7,293.55

Utility Provider Name	Address	Account Number	Service(s)	Deposits	Adequate Assurance Deposit
EVERSOURCE	300 CADWELL DR SPRINGFIELD, MA 01104 UNITED STATES	72000942374   71004001690   51301135083   74005863373	ELECTRIC   GAS	\$ -	\$ 2,345.93
EXPRESS JET SERVICES LLC	P.O. BOX 1399 OXFORD, NC 27565 UNITED STATES	OTB0038   OTB0083   OTB0186	WASTE	\$ -	\$ 279.88
FAYETTEVILLE PBLC WRKS COMMSSN	955 OLD WILMINGTON RD. FAYETTEVILLE, NC 28301 UNITED STATES	9977410000	ELECTRIC   SEWER   WATER	\$ -	\$ 2,507.82
FRED A. COOK JR. INC T/A INDUSTRIAL SWEEPER & VAC	3226 ALBANY POST RD BUCHANAN, NY 10511 UNITED STATES	OTB0061	WASTE	\$ -	\$ 223.29
FRONTIER WASTE SOLUTIONS	2323 BRYAN ST, SUITE 2620 DALLAS, X 75201 UNITED STATES	OTB0178	WASTE	\$ -	\$ 632.55
FRONTIER WASTE-HOUSTON	5959 S SAM HOUSTON PKWY E HOUSTON, TX 77048 UNITED STATES	OTB0250	WASTE	\$ -	\$ 275.24
GFL ENVIRONMENTAL - HOPE MILLS	4621 MARRACCO DR HOPE MILLS, NC 28348 UNITED STATES	OTB0082	WASTE	\$ -	\$ 42.96
GFL ENVIRONMENTAL - LITTLE ROCK HAULING	1701 E DAISY L GATSON BATES DR LITTLE ROCK, AR 72220 UNITED STATES	OTB0161   OTB0233	WASTE	\$ -	\$ 326.35
GFL ENVIRONMENTAL - OKLAHOMA	2911 OIL PATCH RD EL RENO, OK 73036 UNITED STATES	OTB0153	WASTE	\$ -	\$ 243.94
GRANITE TELECOMMUNICATIONS	1 HERITAGE DR QUINCY, MA 02171 UNITED STATES		INTERNET   TELECOM	\$ -	\$ 5,794.75
GREEN GUYS RECYCLING SOLUTIONS LLC	1014 TANYARD RD. DEPTFORD, NJ 08096 UNITED STATES	OTB0166	WASTE	\$ -	\$ 860.04
GREENVILLE WATER	407 WEST BROAD STREET GREENVILLE, SC 29601 UNITED STATES	0044572415   0044572410	SEWER   WATER	\$ -	\$ 505.46
GREENWOOD SANITATION	300 S. MADISON AVENUE GREENWOOD, IN 46142 UNITED STATES	936932   346	SEWER	\$ -	\$ 208.75
HANOVER TOWNSHIP LEHIGH COUNTY	2202 GROVE RD ALLENTOWN, PA 18109 UNITED STATES	152301   152300	SEWER   WATER	\$ -	\$ 622.67
HBSCO LLC	9250 E COSTILLA AVE #310 GREENWOOD VILLAGE, CO 80112 UNITED STATES	OTB0024   OTB0177	WASTE	\$ -	\$ 297.67
HIGHLANDS RANCH METRO DISTRICT	62 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 UNITED STATES	27227   27226	ELECTRIC   SEWER   WATER	\$ -	\$ 1,519.92
HOT SPRINGS MUNICIPAL UTILITIES	324 MALVERN AVENUE HOT SPRINGS, AR 71901 UNITED STATES	1191200001   1191100001	SEWER   WASTE   WATER	\$ -	\$ 773.34
HOWARD COUNTY	8250 OLD MONTGOMERY RD COLUMBIA, MD 21045 UNITED STATES	211010236986   211010236835	SEWER   WATER	\$ -	\$ 952.29
IMC WASTE DISPOSAL, INC.	1908 WAURIKA FWY WICHITA FALLS, TX 76305 UNITED STATES	OTB0016   OTB0017   OTB0035   OTB0102   OTB0108   OTB0150   OTB0155   OTB0240	WASTE	\$ -	\$ 1,063.26
INDIANA AMERICAN WATER	650 MADISON ST GARY, IN 46402 UNITED STATES	1010210007706892   1010210007706717   1010210005752202	SEWER   WATER	\$ -	\$ 529.95
INTERSTATE WASTE SERVICES OF NJ	300 FRANK W BURR BLVD., SUITE 39 TEANECK, NJ 07666 UNITED STATES	OTB0061   OTB0072	WASTE	\$ -	\$ 1,320.68
J P MASCARO - SOUDERTON	109 WILE RD. SOUDERTON, PA 18964 UNITED STATES	OTB0149	WASTE	\$ -	\$ 1,041.01
KANSAS GAS SERVICE	7421 W 129TH ST OVERLAND PARK, KS 66213 UNITED STATES	5122408261673693   5122408201129188   5122408251621830	GAS	\$ -	\$ 620.91
LIQUID ENVIRONMENTAL	7651 ESTERS BOULEVARD, SUITE 200 IRVING, TX 75063 UNITED STATES	OTB0248	WASTE	\$ -	\$ 318.12
LIQUID ENVIRONMENTAL SOLUTIONS OF ILLINOIS INC.	12123 SOUTH STONY ISLAND AVENUE CHICAGO, IL 60633 UNITED STATES	OTB0073   OTB0189	WASTE	\$ -	\$ 51.88

Utility Provider Name	Address	Account Number	Service(s)	Deposits	Adequate Assurance Deposit
LRS, LLC	5500 PEARL STREET ROSEMONT, IL 60018 UNITED STATES	OTB0042   OTB0154   OTB0180	WASTE	\$ -	\$ 701.36
MEMPHIS LIGHT GAS & WATER DIV	220 SOUTH MAIN ST. MEMPHIS, TN 38103 UNITED STATES	0008697631238677	ELECTRIC   GAS   SEWER   WATER	\$ -	\$ 3,443.77
MID SOUTH SEPTIC SERVICE	11284 GULF STREAM RD. ARLINGTON, TX 38002 UNITED STATES	OTB0040   OTB0233	WASTE	\$ -	\$ 154.64
MOUNT LAUREL MUA	1201 S CHURCH ST MT LAUREL TOWNSHIP, NJ 08054 UNITED STATES	189168170	SEWER   WATER	\$ -	\$ 269.90
MTG DISPOSAL, LLC	19 INDUSTRIAL WAY SEEKONK, MA 02771 UNITED STATES	OTB0197	WASTE	\$ -	\$ 467.33
NEW JERSEY AMERICAN WATER	1 WATER STREET CAMDEN, NJ 08102 UNITED STATES	1018220021201857   1018220021201840	WATER	\$ -	\$ 606.80
NICOR GAS	1844 FERRY ROAD NAPERVILLE, IL 60563 UNITED STATES	58726685132   35923987206   45330279758	GAS	\$ -	\$ 550.53
OAKLAND UTILITIES	712 W ELEVEN MILE RD ROYAL OAK, MI 48067 UNITED STATES	3310	ELECTRIC	\$ -	\$ 1,929.61
OGE	321 N HARVEY AVE, P.O. BOX 321 OKLAHOMA CITY, OK 73101 UNITED STATES	1304305277   1288333907   1288333782	ELECTRIC	\$ -	\$ 1,896.92
OKLAHOMA NATURAL GAS	5848 E 15TH ST TULSA, OK 74112 UNITED STATES	213398947257610700   212939412136250691   212939337191095482   212939380195449873   212939427109466436   212939436178010636	GAS	\$ -	\$ 1,057.08
PECO ENERGY	2301 MARKET STREET PHILADELPHIA, PA 19103 UNITED STATES	0169609000   0758122000	ELECTRIC   GAS	\$ -	\$ 1,613.19
PIEDMONT NATURAL GAS	525 S TRYON ST. CHARLOTTE, NC 28202 UNITED STATES	610012275183   610014641563   610001902493	GAS	\$ -	\$ 1,959.77
PINTO BROTHERS	1128 BIRCH PL SOUTH PLAINFIELD, NJ 07080 UNITED STATES	OTB0059	WASTE	\$ -	\$ 570.64
PLUMMER'S SEPTIC TANK INC.	4525 CLAY AVE SW GRAND RAPIDS, MI 49548 UNITED STATES	OTB0175   OTB0193   OTB0244	WASTE	\$ -	\$ 328.46
PPL ELECTRIC UTILITIES	827 HAUSMAN ROAD ALLENTOWN, PA 18104 UNITED STATES	6777812027	ELECTRIC	\$ -	\$ 1,198.21
PSE&G CO	80 PARK PLAZA NEWARK, NJ 07102 UNITED STATES	4209200603   4208051809   4208250305   4209251003	ELECTRIC   GAS	\$ -	\$ 10,951.11
PUBLIC SERVICE CO OF OKLAHOMA	212 E 6TH ST TULSA, OK 74119 UNITED STATES	95456622414   95040007015	ELECTRIC	\$ -	\$ 2,175.41
REPUBLIC SERVICES	18500 N. ALLIED WAY PHOENIX, AZ 85054 UNITED STATES	OTB0016   OTB0017   OTB0035   OTB0086   OTB0107   OTB0187	WASTE	\$ -	\$ 1,705.51
RHODE ISLAND ENERGY	280 MELROSE ST PROVIDENCE, RI 02907 UNITED STATES	1705968002   1414575019	ELECTRIC   GAS	\$ -	\$ 2,579.31
ROGERS WATER UTILITIES	601 SOUTH 2ND STREET, P.O. BOX 338 ROGERS, AR 72757 UNITED STATES	191112801   190112801	SEWER   WATER	\$ 255.00	\$ 111.08
SOUTHWASTE DISPOSAL, LLC	16350 PARK TEN PL #215 HOUSTON, TX 77084 UNITED STATES	OTB0048   OTB0107   OTB0183   OTB0250	WASTE	\$ -	\$ 648.47
SOUTHWESTERN ELECTRIC POWER	428 TRAVIS ST SHREVEPORT, LA 71101 UNITED STATES	96571787504   96980590515	ELECTRIC	\$ -	\$ 4,732.60
SUMMIT UTILITIES ARKANSAS INC	817 N CREEK DR CONWAY, AR 72032 UNITED STATES	210100282096   210100043539   210100206191   210100198102   210100198118	GAS	\$ -	\$ 2,953.62
TEXARKANA WATER UTILITIES	801 WOOD STREET TEXARKANA, TX 75501 UNITED STATES	990404402	SEWER   WASTE   WATER	\$ 3,000.00	\$ -
TEXAS GAS SERVICE	1301 S. MOPAC EXPRESSWAY, SUITE 400 AUSTIN, TX 78746 UNITED STATES	912301503163963845	GAS	\$ -	\$ 705.50

Utility Provider Name	Address	Account Number	Service(s)	Deposits	Adequate Assurance Deposit
THE METROPOLITAN DISTRICT	555 MAIN STREET HARTFORD, CT 06103 UNITED STATES	21002245	SEWER   WATER	\$ -	\$ 771.86
TIGER INC	7812 E. 108TH STREET, SUITE C TULSA, OK 74133 UNITED STATES	0134250   0134240   0134221	GAS	\$ -	\$ 1,072.28
TOWER COMPACTOR RENTALS LLC	21040 N PIMA RD SCOTTSDALE, AZ 85255 UNITED STATES	OTB0107	WASTE	\$ -	\$ 151.01
TOWNSHIP OF WEST WINDSOR	271 CLARKSVILLE RD WEST WINDSOR TOWNSHIP, NJ 08550 UNITED STATES	12983	SEWER	\$ -	\$ 264.44
TXU ENERGY	6555 SIERRA DR IRVING, TX 75039 UNITED STATES	900064088086   900064087910   900064088006   900064088052   900064087966   900064087908   900064087932   900064088018   900064088075   900064087988   900064087899   900064087943   900064088029   900064087921   900064088064   900065254841   900064087977   900064088041   900064088097   900064087999   900064088030   900064087954	ELECTRIC	\$ -	\$ 35,383.74
UGI UTILITIES INC	1 UGI DR DENVER, PA 17517 UNITED STATES	411007653842   411007429128	GAS	\$ -	\$ 666.90
UNITED ENERGY TRADING LLC	225 UNION BLVD, SUITE 200 LAKEWOOD, CO 80228 UNITED STATES	757188318   167195176	GAS	\$ -	\$ 312.11
USA HAULING & RECYCLING	555 TAYLOR ROAD ENFIELD, CT 06082 UNITED STATES	OTB0142   OTB0145	WASTE	\$ -	\$ 1,679.84
VEOLIA WATER NEW JERSEY	69 DEVOE PL HACKENSACK, NJ 07601 UNITED STATES	10007939312222	WATER	\$ -	\$ 263.95
VILLAGE OF ALGONQUIN	ATTN FINANCE DEPT, 2200 HARNISH DR ALGONQUIN, IL 60102 UNITED STATES	2099105	SEWER   WATER	\$ -	\$ 649.08
WARWICK PRETREATMENT BILLING	125 ARTHUR W. DEVINE BOULEVARD WARWICK, RI 02886 UNITED STATES	0039900016801600782	SEWER	\$ -	\$ 154.37
WASTE ADVANTAGE	780 W. KENNEDALE PKWY KENNEDALE, TX 76060 UNITED STATES	OTB0240	WASTE	\$ -	\$ 302.41
WASTE CONNECTIONS	WATERWAY PLAZA TWO, 10001 WOODLOCH FOREST DRIVE, SUITE 400 THE WOODLANDS, TX 77380 UNITED STATES	OTB0066	WASTE	\$ -	\$ 415.92
WASTE CONNECTIONS - DALLAS	12150 GARLAND RD. DALLAS, TX 75218 UNITED STATES	OTB0004   OTB0006   OTB0108	WASTE	\$ -	\$ 704.83
WASTE CONNECTIONS - KILGORE	2107 TX-135 KILGORE, TX 75662 UNITED STATES	OTB0243	WASTE	\$ -	\$ 315.21
WASTE CONNECTIONS OF CO	5500 FRANKLIN ST. DENVER, CO 80216 UNITED STATES	OTB0021   OTB0112   OTB0215	WASTE	\$ -	\$ 254.95
WASTE CONNECTIONS OF KS	2745 N OHIO ST. WICHITA, KS 67219 UNITED STATES	OTB0036   OTB0170	WASTE	\$ -	\$ 908.54
WASTE CONNECTIONS OF MD	2900 DEDE RD. FINKSBURG, MD 21048 UNITED STATES	OTB0200	WASTE	\$ -	\$ 354.43
WASTE CONNECTIONS OF NC	5516 ROZZELLES FERRY RD. CHARLOTTE, NC 28214 UNITED STATES	OTB0186	WASTE	\$ -	\$ 226.05
WASTE CONNECTIONS OF SC	1010 ROGERS BRIDGE RD. DUNCAN, SC 29334 UNITED STATES	OTB0034	WASTE	\$ -	\$ 219.64
WASTE CONNECTIONS OF TN- MEMPHIS	621 E BROOKS RD. MEMPHIS, TN 38116 UNITED STATES	OTB0040   OTB0201	WASTE	\$ -	\$ 228.69
WASTE CONNECTIONS OF TX	2010 WILSON RD. HUMBLE, TX 77396 UNITED STATES	OTB0183	WASTE	\$ -	\$ 181.73

Utility Provider Name	Address	Account Number	Service(s)	Deposits	Adequate Assurance Deposit
WASTE CONNECTIONS OF TX - FORT WORTH	4001 OLD DENTON RD. HALTOM CITY, TX 76117 UNITED STATES	OTB0092   OTB0102   OTB0128	WASTE	\$ -	\$ 1,151.84
WIND RIVER ENVIRONMENTAL, LLC	46 LIZOTTE DRIVE , SUITE 1000 MARLBOROUGH, MA 01752 UNITED STATES	OTB0166   OTB0199   OTB0208   OTB0252	WASTE	\$ -	\$ 187.17
WM CORPORATE SERVICES INC	800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002 UNITED STATES	61770953004	WASTE	\$ -	\$ 247.91
WM-DALLAS	800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002 UNITED STATES	OTB0253	WASTE	\$ -	\$ 506.26
WM-FAYETTEVILLE	800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002 UNITED STATES	OTB0082	WASTE	\$ -	\$ 345.03
WM-IL-ANTIOCH	800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002 UNITED STATES	OTB0182	WASTE	\$ -	\$ 604.59
WM-IN-INDIANAPOLIS	10000 E 56TH ST. INDIANAPOLIS, IN 46236 UNITED STATES	OTB0131   OTB0194	WASTE	\$ -	\$ 384.62
WM-MI-LANSING	16320 GROVE RD. LANSING, MI 48906 UNITED STATES	OTB0044   OTB0189	WASTE	\$ -	\$ 232.75
XCEL ENERGY	414 NICOLLET MALL MINNEAPOLIS, MN 55401 UNITED STATES	5300105629284   5396716971	ELECTRIC	\$ -	\$ 3,019.65
Z3 GWS ENVIRONMENTAL, LLC DBA GREENWAY WASTE SOLUT	5600 LAKEVIEW RD CHARLOTTE, NC 28269-2601 UNITED STATES	OTB0117	WASTE	\$ -	\$ 126.80

**Exhibit B**

**Interim Order**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	Chapter 11
	)	
OTB HOLDING LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 25-52415 (SMS)
	)	
	)	
Debtors.	)	(Jointly Administered)
_____	)	

**INTERIM ORDER (I) PROHIBITING UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE ON ACCOUNT OF PREPETITION INVOICES; (II) DEEMING UTILITIES ADEQUATELY ASSURED OF FUTURE PERFORMANCE; (III) ESTABLISHING PROCEDURES FOR DETERMINING ADEQUATE ASSURANCE OF PAYMENT; AND (IV) GRANTING RELATED RELIEF**

This matter is before the Court on the *Emergency Motion for Entry of Interim and Final Orders (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service on Account of Prepetition Invoices; (II) Deeming Utilities Adequately Assured of Future Performance; (III)*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: OTB Holding LLC (3213), OTB Acquisition LLC (8500), OTB Acquisition of New Jersey LLC (1506), OTB Acquisition of Howard County LLC (9865), Mt. Laurel Restaurant Operations LLC (5100), OTB Acquisition of Kansas LLC (9014), OTB Acquisition of Baltimore County, LLC (6963). OTB Holding LLC's service address is One Buckhead Plaza, 3060 Peachtree Road, NW, Atlanta, GA 30305.



*Establishing Procedures for Determining Adequate Assurance of Payment; and (IV) Granting Related Relief* (the “Motion”) [Docket No. \_\_\_\_] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”). All capitalized terms used but not defined herein shall have the meanings given to them in the Motion.

The Court has considered the Motion, the First Day Declaration, and the matters reflected in the record of the hearing held on the Motion on \_\_\_\_\_, 2025. It appears that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §1408; and it appearing that the relief requested is in the best interests of the Debtors, the Debtors’ estates, their creditors, and other parties in interest, and that good cause has been shown therefor; IT IS HEREBY ORDERED:

1. The Motion is granted to the extent set forth herein.
2. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
3. The final hearing on the Motion shall be held on \_\_\_\_\_, 2025, at \_\_:\_\_ .m., prevailing Eastern Time. Any objection to entry of the Final Order attached as Exhibit C to the Motion must be filed with the Court and served on the following parties: (i) counsel to the Debtors, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Dutson (jdutson@kslaw.com) and Brooke L. Bean (bbean@kslaw.com); (ii) the Office of the United States Trustee for the Northern District of Georgia; and (iii) any party that has

requested notice pursuant to Bankruptcy Rule 2002, in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern time) on \_\_\_\_\_, 2025.

4. The Debtors are authorized, but not directed, in their sole discretion, to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices in respect of postpetition Utility Services rendered by the Utility Providers to the Debtors.

5. The Debtors are authorized, but not directed, to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices of the Utility Managers to the Debtors for prepetition Service Fees.

6. The following Adequate Assurance Procedure is hereby approved. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account prior to the Final Hearing on the Motion. The Debtors may reduce the amount deposited in the Adequate Assurance Account in the event that their relationship with any Utility Provider ends as a result of a store closure or otherwise.

7. Until such time as the Final Order is entered, subject to the procedures described below, no Utility Provider may alter, refuse, terminate, or discontinue services to, and/or discriminate against the Debtors on the basis of commencement of these cases or on account of unpaid invoices for service provided by any of the Utility Providers to the Debtors prior to the Petition Date.

8. Notwithstanding the terms of paragraph 6 above, the following procedures shall be used by the Court to determine, if necessary, whether the requested assurance of payment by a Utility Provider is adequate (the “Determination Procedures”):

- a. Absent compliance with the Determination Procedures, a Utility Provider may not alter, refuse or discontinue service to or otherwise discriminate against the Debtors on account of the commencement of these chapter 11 cases or any unpaid prepetition charges or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.
- b. Within three (3) business days after the entry of this Order on the Motion, the Debtors will serve a copy of this Order to the Utility Providers on the Utility Service List by first class mail. In the event that any Utility Provider has been omitted from the Utility Service List, the Debtors shall supplement this list and shall promptly serve a copy of the Interim Order on such Utility Provider upon learning of such omission.
- c. If a Utility Provider is not satisfied with the Proposed Adequate Assurance provided by the Debtors, the Utility Provider may make a request for additional assurance of payment (a “Request”) and serve such Request so that it is received no later than seven (7) days prior to the Final Hearing by counsel for the Debtors, at King & Spalding LLP, 1180 Peachtree Street, Suite 1600, Atlanta, Georgia 30309-3521 (Attention: Jeffrey R. Dutson ([jdutson@kslaw.com](mailto:jdutson@kslaw.com)) and Brooke L. Bean ([bbean@kslaw.com](mailto:bbean@kslaw.com))). Any such Request by a Utility Provider must specify the amount and nature of assurance of payment that would be satisfactory to the Utility Provider and must set forth (i) the type of utility services that are provided and the associated account number, (ii) the location for which the relevant utility services are provided, (iii) a list of any deposits or other security currently held by such Utility Provider and held by such Utility Provider immediately prior to the Petition Date on account of the Debtors, (iv) a description of any payment delinquency or irregularity by the Debtors for the postpetition period, and (v) the average monthly amount owed by the Debtors for each of the prior six months.
- d. Without further order of the Court, the Debtors may enter into agreements granting to the Utility Providers that have submitted Requests any assurance of payment that the Debtors, in their sole discretion, determine is reasonable.
- e. If a Utility Provider timely requests assurance of payment that the Debtors believe is unreasonable, and if after good faith negotiations by the parties, the parties are not able to resolve the issue, the adequacy of assurances of payment with respect to any such Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code will be determined at the Final Hearing.
- f. Pending resolution of a Request at the Final Hearing and pending entry of a final, non-appealable order thereon finding that the Utility Provider is not adequately assured of future payment, such Utility Provider shall be (i) prohibited from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance and (ii) deemed to have adequate assurance of payment.

- g. Any Utility Provider that does not timely request assurance of payment through a Request pursuant to the Determination Procedures automatically will be deemed to have received assurance of payment that is satisfactory to the Utility Provider under section 366(c)(2) without further action by the Debtors and without prejudice to the right of such Utility Provider to seek relief in the future pursuant to section 366(c)(3).

9. The Debtors are authorized, as necessary, to adjust periodically the amount in the Adequate Assurance Account to reflect the following two factors: (a) the termination of Utility Services by the Debtors; and (b) the entry into any agreements between the Debtors and the applicable Utility Providers.

10. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors automatically, without further order of the Court, upon the earlier of (i) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider; (ii) the closing of a sale of all or substantially all of the Debtors' assets; and (iii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases, if not applied earlier, *provided*, that there are no outstanding disputes related to postpetition payments due to such affected Utility Providers.<sup>2</sup>

11. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request a disbursement from the Adequate Assurance Account by giving notice to counsel to the Debtors, King & Spalding LLP, 1180 Peachtree Street, Suite 1600, Atlanta, Georgia 30309-3521

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<sup>2</sup> In the event that a Utility Provider has more than one account with the Debtors, then, upon such termination of an account by the Debtors, only that portion of the Adequate Assurance Deposit attributable to such account will be returned to the Debtors.

(Attention: Jeffrey R. Dutson ([jdutson@kslaw.com](mailto:jdutson@kslaw.com)) and Brooke L. Bean ([bbean@kslaw.com](mailto:bbean@kslaw.com))). Within five (5) business days after the date the request is received by the Debtors, the Debtors shall either (i) bring the account current or (ii) honor the request, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. In no event shall a Utility Provider be permitted to receive aggregate disbursements in excess of the total amount set forth for such Utility Provider under the column labeled “Adequate Assurance” on **Exhibit A**. If the Debtors do not bring the account current, the Utility Provider may terminate Utility Services as to the account for which such disbursement from the Adequate Assurance is required.

12. In addition, the Debtors are authorized, as necessary, to provide notice and a copy of this Order to any Additional Utility Providers as such Additional Utility Providers are identified. Such Additional Utility Providers shall be subject to the terms of the Interim Order, including the Determination Procedures. If an Additional Utility Provider fails to submit a Request within thirty (30) days after being served with this Order, the Additional Utility Provider shall be deemed to have received adequate assurance of payment that is satisfactory to such Additional Utility Provider pursuant to section 366(c)(2) of the Bankruptcy Code without prejudice to the right of such Additional Utility Provider to seek relief in the future pursuant to section 366(c)(3)(A).

13. Any Utility Provider may request relief from this Order and may request an expedited hearing on such request.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

15. Notwithstanding anything to the contrary herein, nothing in this Order affects the rights and obligations of the Debtors and their landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

16. The Debtors' banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order, and any such bank shall not have any duty of further inquiry or liability to any party for relying on such representations by the Debtors as provided for in this Interim Order.

17. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

18. Nothing contained in the Motion or this Order or the relief granted (including any actions taken or payments made by the Debtors pursuant thereto) shall be construed as (i) an admission as to the validity of any claim against the Debtors or any liens satisfied pursuant to this Motion; (ii) an agreement or obligation to pay any claims; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; (iv) a waiver of the Debtors' or any appropriate party in interest's right to dispute any claim; or (v) an approval, assumption, or rejection of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

19. Notwithstanding anything to the contrary contained herein, (i) any payment made or to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved postpetition financing facility or any order regarding the use of cash collateral approved by the Court in these chapter 11 cases, including, without limitation,

the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and Granting Related Relief* (the “DIP Order”), and (ii) to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the DIP Order and the Budget (as defined in the DIP Order) shall control. For the avoidance of doubt, the Debtors are not authorized to make payments pursuant to this Order except as permitted by the Budget.

20. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

22. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

23. Proposed counsel for the Debtors, through Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”) shall, within three (3) days of the entry of this Interim Order, cause a copy of this Interim Order to be served by electronic mail or first class mail, as applicable, on all parties served with the Motion, and Verita shall file promptly thereafter a certificate of service confirming such service.

[END OF ORDER]

Prepared and presented by:

/s/ Jeffrey R. Dutson

Jeffrey R. Dutson

Georgia Bar No. 637106

Brooke L. Bean

Georgia Bar No. 764552

Alice Kyung Won Song

Georgia Bar No. 692753

**KING & SPALDING LLP**

1180 Peachtree Street NE

Atlanta, Georgia 30309

Telephone: (404) 572-4600

Email: jdutson@kslaw.com

Email: bbean@kslaw.com

Email: asong@kslaw.com

*Proposed Counsel for the Debtors in Possession*



**Exhibit C**

**Final Order**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	Chapter 11
	)	
OTB Holding LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 25-52415 (SMS)
	)	
	)	
Debtors.	)	(Jointly Administered)
	)	

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**FINAL ORDER (I) PROHIBITING UTILITIES FROM ALTERING, REFUSING, OR  
DISCONTINUING SERVICE ON ACCOUNT OF PREPETITION INVOICES;  
(II) DEEMING UTILITIES ADEQUATELY ASSURED OF FUTURE PERFORMANCE;  
(III) ESTABLISHING PROCEDURES FOR DETERMINING ADEQUATE  
ASSURANCE OF PAYMENT; AND (IV) GRANTING RELATED RELIEF**

This matter is before the Court on the *Emergency Motion for Entry of Interim and Final Orders (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service on Account of Prepetition Invoices; (II) Deeming Utilities Adequately Assured of Future Performance;*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: OTB Holding LLC (3213), OTB Acquisition LLC (8500), OTB Acquisition of New Jersey LLC (1506), OTB Acquisition of Howard County LLC (9865), Mt. Laurel Restaurant Operations LLC (5100), OTB Acquisition of Kansas LLC (9014), OTB Acquisition of Baltimore County, LLC (6963). OTB Holding LLC's service address is One Buckhead Plaza, 3060 Peachtree Road, NW, Atlanta, GA 30305.

(III) *Establishing Procedures for Determining Adequate Assurance of Payment; and*  
(IV) *Granting Related Relief* (the “Motion”) [Docket No. \_\_\_\_] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”). All capitalized terms used but not defined herein shall have the meanings given to them in the Motion. On \_\_\_\_\_, 2025 the Court granted the Motion on an interim basis and scheduled a Final Hearing for \_\_\_\_\_, 2025.

The Court has considered the Motion, the First Day Declaration, and the matters reflected in the record of the hearings held on the Motion on \_\_\_\_\_, 2025 and \_\_\_\_\_, 2025. It appears that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §1408; and it appearing that the relief requested is in the best interests of the Debtors, the Debtors’ estates, their creditors, and other parties in interest, and that good cause has been shown therefor; IT IS HEREBY ORDERED:

1. The Motion is granted to the extent set forth herein.
2. The terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.
3. The Debtors are authorized, but not directed, to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices in respect of postpetition utility services rendered by the Utility Providers to the Debtors.
4. The Debtors are authorized, but not directed, to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices of the Utility Managers to the Debtors for prepetition Service Fees.

5. All Utility Providers are prohibited from altering, refusing, or discontinuing services to, and/or discriminating against the Debtors on the basis of commencement of these cases or on account of unpaid invoices for service provided by any of the Utility Providers to the Debtors prior to the Petition Date.

6. The procedures approved in the Interim Order are approved on a final basis.

7. The Debtors are authorized, as necessary, to adjust periodically the amount in the Adequate Assurance Account to reflect the following two factors: (a) the termination of Utility Services by the Debtors; and (b) the entry into any agreements between the Debtors and the applicable Utility Providers.

8. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors automatically, without further order of the Court, upon the earlier of (i) reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Provider; (ii) the closing of a sale of all or substantially all of the Debtors' assets, and (iii) the effective date of any chapter 11 plan confirmed in these chapter 11 cases, if not applied earlier, *provided*, that there are no outstanding disputes related to postpetition payments due to such affected Utility Providers.<sup>2</sup>

9. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may

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<sup>2</sup> In the event that a Utility Provider has more than one account with the Debtors, then, upon such termination of an account by the Debtors, only that portion of the Adequate Assurance Deposit attributable to such account will be returned to the Debtors.

request a disbursement from the Adequate Assurance Account by giving notice to counsel to the Debtors, King & Spalding LLP, 1180 Peachtree Street, Suite 1600, Atlanta, Georgia 30309-3521 (Attention: Jeffrey R. Dutson ([jdutson@kslaw.com](mailto:jdutson@kslaw.com)) and Brooke L. Bean ([bbean@kslaw.com](mailto:bbean@kslaw.com))). Within five (5) business days after the date the request is received by the Debtors, the Debtors shall either (i) bring the account current or (ii) honor the request, subject to the ability of the Debtors and any such requesting Utility Provider to resolve any dispute regarding such request without further order of the Court. In no event shall a Utility Provider be permitted to receive aggregate disbursements in excess of the total amount set forth for such Utility Provider under the column labeled “Adequate Assurance” on **Exhibit A**. If the Debtors do not bring the account current, the Utility Provider may terminate Utility Services as to the account for which such disbursement from the Adequate Assurance is required.

10. In addition, the Debtors are authorized, as necessary, to provide notice and a copy of this Final Order to any Additional Utility Providers as such Additional Utility Providers are identified. Such Additional Utility Providers shall be subject to the terms of the Final Order, including the Determination Procedures. If an Additional Utility Provider fails to submit a Request within thirty (30) days after being served with this Final Order, the Additional Utility Provider shall be deemed to have received adequate assurance of payment that is satisfactory to such Additional Utility Provider pursuant to section 366(c)(2) of the Bankruptcy Code without prejudice to the right of such Additional Utility Provider to seek relief in the future pursuant to section 366(c)(3)(A).

11. The Debtors’ banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date

should be honored pursuant to this Final Order, and any such bank shall not have any duty of further inquiry or liability to any party for relying on such representations by the Debtors.

12. Any Utility Provider may request relief from this Order and may request an expedited hearing on such request.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

14. Notwithstanding anything to the contrary herein, nothing in this Order affects the rights and obligations of the Debtors and their landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

15. Nothing contained in the Motion or this Order or the relief granted (including any actions taken or payments made by the Debtors pursuant thereto) shall be construed as (i) an admission as to the validity of any claim against the Debtors or any liens satisfied pursuant to this Motion; (ii) an agreement or obligation to pay any claims; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; (iv) a waiver of the Debtors' or any appropriate party in interest's right to dispute any claim; or (v) an approval, assumption, or rejection of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

16. Notwithstanding anything to the contrary contained herein, (i) any payment made or to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved postpetition financing facility or any order regarding the use of cash collateral approved by the Court in these chapter 11 cases, including, without limitation, the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting (A)*

*Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and Granting Related Relief* (the “DIP Order”), and (ii) to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the DIP Order and the Budget (as defined in the DIP Order) shall control. For the avoidance of doubt, the Debtors are not authorized to make payments pursuant to this Order except as permitted by the Budget.

17. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

18. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

19. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Final Order.

20. Proposed counsel for the Debtors, through Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”) shall, within three (3) days of the entry of this Final Order, cause a copy of this Final Order to be served by electronic mail or first class mail, as applicable, on all parties served with the Motion, and Verita shall file promptly thereafter a certificate of service confirming such service.

[END OF ORDER]

Prepared and presented by:

/s/ Jeffrey R. Dutson

Jeffrey R. Dutson

Georgia Bar No. 637106

Brooke L. Bean

Georgia Bar No. 764552

Alice Kyung Won Song

Georgia Bar No. 692753

**KING & SPALDING LLP**

1180 Peachtree Street NE

Atlanta, Georgia 30309

Telephone: (404) 572-4600

Email: jdutson@kslaw.com

Email: bbean@kslaw.com

Email: asong@kslaw.com

*Proposed Counsel for the Debtors in Possession*