



IT IS ORDERED as set forth below:

Date: June 16, 2025

**Sage M. Sigler
U.S. Bankruptcy Court Judge**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

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

**ORDER (I) AUTHORIZING (A) REJECTION OF THAT CERTAIN UNEXPIRED
LEASE OF NON-RESIDENTIAL REAL PROPERTY EFFECTIVE AS OF THE
REJECTION DATE, (B) ABANDONMENT OF ANY REMAINING PERSONAL
PROPERTY LOCATED AT THE LEASED PREMISES; (II) FIXING A BAR DATE FOR
CLAIMS OF THE LANDLORD; AND (III) GRANTING RELATED RELIEF**

This matter is before the Court on the *Stipulation and Proposed Order* [Docket No. 455]. All capitalized terms used but not defined herein shall have the meanings given to them in the Stipulation.

The Stipulation of the parties is approved and accepted. It is hereby ordered as follows:

¹ 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.



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1. The Third Rejection Motion is granted to the extent set forth herein.
2. The requirements of section 365 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 6006 have been satisfied with respect to the Rejected Lease (as defined in the Third Rejection Motion).
3. The Rejected Lease listed on **Exhibit 1** attached hereto is hereby rejected *nunc pro tunc* to the Rejection Date (as defined in the Third Rejection Motion).
4. All rights and defenses of the Debtors and Landlord are preserved, including all rights and defenses with respect to a claim for damages arising as a result of an executory contract or lease rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. Notwithstanding the foregoing, Landlord is prohibited from setting-off or otherwise utilizing any amounts deposited by the Debtors with the Landlord as a deposit owed to the Debtors by Landlord without further order from this Court.
5. The Debtors hereby abandon any and all Personal Property (as defined in the Third Rejection Motion) remaining at the Leased Premises (as defined in the Third Rejection Motion) pursuant to section 554(a) of the Bankruptcy Code effective as of the Rejection Date without Landlord incurring liability to any person or entity, except as otherwise provided herein with respect to the Ecolab Property (as defined in the Third Rejection Motion). Upon such abandonment as of the Rejection Date, except as otherwise provided herein below as to the Ecolab Property, Landlord is permitted to use or dispose of any remaining property at such Leased Premises without notice or liability to the Debtors or any third person or entity, and to the extent applicable, the automatic stay is modified to allow for such disposition. To the extent the Debtors seek to abandon Personal Property that contain any “personally identifiable information,” as that term is defined in

section 101(41A) of the Bankruptcy Code, or Confidential Information, the Debtors shall remove the Confidential Information from such property before abandonment.

6. Notwithstanding any other provision of this Order, Ecolab's (as defined in the Third Rejection Motion) rights and interests in and to the Ecolab Property located at the Leased Premises are and shall be preserved, and nothing in this Order shall be deemed to extinguish or limit Ecolab's rights in and to the Ecolab Property; provided, however, that the Landlord shall have no liability or responsibility with respect to any Ecolab Property remaining on the Leased Premises more than thirty (30) days following entry of this Order. To the extent applicable, the automatic stay is also modified to allow Ecolab (or the Landlord) to recover and to dispose of the abandoned Ecolab Property without notice or liability to the Debtors or their estates and without further notice or order of the Court.

7. Claims arising out of the rejection of the Rejected Lease must be filed on or before the later of (i) thirty (30) days after the entry of this Order and (ii) the claims bar date established by the Court for all holders of general unsecured claims. The Debtors reserve all rights to contest any such claim and to contest the characterization of the Rejected Lease, as executory or not, and the Landlord reserves the right to oppose any such objection by the Debtors.

8. Except to the extent provided herein, the Debtors and Landlord do not waive any claims that they may have against one another, regardless of whether or not such claims are related to such Rejected Lease.

9. Nothing herein shall prejudice the rights of the Debtors or any party in interest to argue that (i) the Rejected Lease was terminated prior to the Rejection Date; (ii) that any claim for damages arising from the rejection of the Rejected Lease is limited to the remedies available under

any applicable termination provision of such Rejected Lease; or (iii) that any such claim is an obligation of a third party, and not that of the Debtors or their estates. The Landlord's rights to oppose or otherwise respond to such arguments are completely reserved.

10. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume or adopt any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission to the validity, priority, enforceability, or perfection of any lien on, security interest in, or encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

11. Nothing contained in the Motion or this Order is intended or should be construed to create an administrative priority claim.

12. Nothing in the Motion or this Order shall prohibit the Debtors from filing one or more additional motions to reject executory contracts or unexpired leases.

13. The Debtors and Landlord, as applicable, are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

14. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or are otherwise deemed waived.

15. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective immediately upon its entry.

16. Notice of the Third Rejection 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.

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

18. 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 Order, cause a copy of this 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:

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Counsel for the Debtors in Possession

Exhibit 1

Rejected Lease

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
1	OTB Acquisition LLC	Warwick Bald Hill Road, LLC 7248 Morgan Road, P.O. Box 220, Liverpool, New York 13088	197	Lease for Store #197 Rhode Island Mall at 650 Bald Hills Road, Warwick, Rhode Island