

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

In re:

OTB HOLDING LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-52415 (SMS)
) (Jointly Administered)
)
)
) **Hearing Date: July 22, 2025, 1:30 p.m. (ET)**
) **Obj. Deadline: July 15, 2025, 4:00 p.m. (ET)**

NOTICE OF HEARING

PLEASE TAKE NOTICE that the above captioned debtors and debtors in possession (collectively the “Debtors”) filed the *Debtors’ Fourth Omnibus Motion for Entry of an Order (I) Authorizing Rejection of Certain Executory Contracts Effective as of the Rejection Date; (II) Fixing a Bar Date for Claims of the Counterparties; and (III) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Court”).

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the Motion at **1:30 p.m. (prevailing Eastern Time) on July 22, 2025, in Courtroom 1201, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303**, which may be attended in person or via the Court’s Virtual Hearing Room. You may join the Virtual Hearing Room through the “Dial-In and Virtual Bankruptcy Hearing Information” link at the top of the homepage of the Court’s website, www.ganb.uscourts.gov, or the link on the judge’s webpage, which can also be found on the Court’s website. Please also review the “Hearing Information” tab on the judge’s webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge’s webpage.

Your rights may be affected by the Court’s ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy

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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case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in these pleadings or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleadings with the Clerk at the address stated below, but you are not required to do so. **If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk by 4:00 p.m. (prevailing Eastern Time) on July 15, 2025.** The address of the Clerk's Office is: Clerk, U. S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive, SW, Atlanta Georgia 30303. You must also serve a copy of your response on the Debtors' proposed counsel, King & Spalding LLP, 1180 Peachtree Street, NE, Atlanta, Georgia 30309, Attention: Jeffrey R. Dutson, Esq. (email: jdutson@kslaw.com) and Brooke L. Bean, Esq. (email: bbean@kslaw.com) and any other appropriate persons.

Date: June 30, 2025
Atlanta, GA

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

Counsel for the Debtors in Possession

**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)
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**DEBTORS' FOURTH OMNIBUS MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING REJECTION OF CERTAIN EXECUTORY CONTRACTS
EFFECTIVE AS OF THE REJECTION DATE; (II) FIXING A BAR DATE FOR
CLAIMS OF THE COUNTERPARTIES; AND (III) GRANTING RELATED RELIEF**

THE CONTRACT PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR RESPECTIVE NAMES AND CONTRACTS IN <u>EXHIBIT A</u> ATTACHED.
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The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this *Debtors’ Fourth Omnibus Motion for Entry of an Order (I) Authorizing Rejection of Certain Executory Contracts Effective as of the Rejection Date; (II) Fixing a Bar Date for Claims of the Counterparties; and (III) Granting Related Relief* (the “Motion”). In support of this Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over these cases and this matter pursuant to 28 U.S.C.

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.

§§ 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 predicates for the relief requested herein are sections 105, 365, 554, 1107 and 1108 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6004, 6006, 6007 and 9013 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 9006-2 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”), each of 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, Atlanta Division (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.

4. On March 17, 2025, the Office of the United States Trustee for the Northern District of Georgia appointed an official committee of unsecured creditors in these Chapter 11 Cases (the “Committee”). *See* Docket No. 111. No request has been made for the appointment of a trustee or examiner.

5. On April 3, 2025, the Court entered the *Order Pursuant to Bankruptcy Code Sections 105, 363 and 365: (A) Scheduling an Auction; (B) Scheduling the Date, Time and Place for a Hearing on the Proposed Sale Motion; (C) Approving the Form and Manner of the Notice of*

(I) the Proposed Sale of the Debtors' Assets, the Auction and the Sale Hearing, and (II) Proposed Assumption and Assignment of Executory Contracts and Leases; and (D) Approving (I) Bidding Procedures, and (II) Bid Protections [Docket No. 192] (the "Bidding Procedures Order").

6. On May 6, 2025, in accordance with the Bidding Procedures (as defined in the Bidding Procedures Order), the Debtors conducted an Auction for the sale of substantially all of their assets which concluded after several rounds of robust and competitive bidding. After careful deliberation with the Debtors' advisors and the Committee, the Debtors selected the final bid submitted by the Stalking Horse Purchaser (as defined in the Bidding Procedures Order) as the highest or otherwise best bid for the purchase of substantially all of their assets (the "Prevailing Bid").

7. On May 6, 2025, the Debtors entered into that certain Second Amended & Restated Purchase Agreement with the Stalking Horse Purchaser (the "APA") reflecting the Prevailing Bid.

8. On May 16, 2025, after a hearing, the Court entered the *Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Liens and Liabilities, (B) Authorizing the Debtors to Assume and Assign Executory Contracts and Unexpired Leases in Connection with the Sale, and (C) Granting Related Relief* [Docket No. 403] (the "Sale Order") approving the sale of the Purchased Assets (as defined in the Sale Order) to the Stalking Horse Purchaser.

9. On May 30, 2025 (the "Closing Date"), the Debtors closed the sale of the Purchased Assets (as defined in the Sale Order) in accordance with the APA.

10. 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 [Docket No. 18] (the “First Day Declaration”) which was filed on or about the Petition Date and incorporated herein by reference.²

The Contracts

11. Prior to the Petition Date, in the ordinary course of business, Debtor OTB Acquisition LLC and certain of its affiliated Debtors (the “Company”) entered into a variety of service contracts with certain vendors (as described in Exhibit A) related to pre-sale operations. In accordance with Section 2.6(b) of the APA, the Debtors are required to promptly reject all contracts that the Stalking Horse Purchaser designates as “Rejected Contracts” under the APA on or soon after the Closing Date or the date of such designation as practicable.

12. The Debtors, in consultation with the Stalking Horse Purchaser, have continued to conduct a thorough review of the Debtors’ business operations. The Stalking Horse Purchaser notified the Debtors that the Rejected Contracts (as defined below) are no longer necessary for the operation of the business following closing of the sale. As a result, the Debtors submit that such contracts that are no longer necessary for the operation of the business that are a potential drain on the Debtors’ estates, and therefore, should be rejected.

13. In order to manage their business and assets responsibly and economically, the Debtors seek to reject the Rejected Contracts, which would be a financial burden on the Debtors and their estates. The Debtors submit that the Rejected Contracts are unnecessary to the ongoing operation of the Debtors’ business and can be rejected immediately.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the First Day Declaration or Sale Order, as applicable.

14. The Debtors have determined, in their business judgment, to reject the Rejected Contracts, effective as of the date hereof (hereinafter, the “Rejection Date”).

RELIEF REQUESTED

15. By this Motion, the Debtors request entry of an order substantially in the form of the proposed order attached hereto as **Exhibit B**, pursuant to sections 365 and 554 of the Bankruptcy Code and Bankruptcy Rules 6006 and 6007, (a) authorizing and approving the Debtors’ rejection of the contracts set forth on **Exhibit A** (the “Rejected Contracts”) effective as of the Rejection Date, and (b) fixing a bar date for claims, if any, of the counterparties to the Rejected Contracts (each, a “Counterparty”, and collectively, the “Counterparties”).

16. The Debtors, in consultation with the Stalking Horse Purchaser, have concluded that the Rejected Contracts are not necessary for the post-sale operations and have determined that continued performance under the Rejected Contracts would constitute an unnecessary drain upon the financial resources of the Debtors and the Debtors’ estate. The Debtors respectfully submit that this relief is necessary and appropriate.

17. To the extent notice of the Debtors’ intention to reject the Rejected Contracts has not been previously provided, the filing and service of this Motion shall serve as notice to the Counterparties of the Debtors’ intention to reject the Rejected Contracts listed on **Exhibit A**.

BASIS FOR RELIEF REQUESTED

A. Rejection of the Rejected Contracts, Effective as of the Rejection Date, Reflects the Debtors’ Sound Business Judgment.

18. Section 365(a) of the Bankruptcy Code provides that a trustee or debtor in possession, “subject to the court’s approval, may . . . reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a); *see also Univ. Med. Ctr. v. Sullivan (In re Univ. Med.*

Ctr.), 973 F.2d 1065, 1075 (3d Cir. 1992). “This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” *Stewart Title Guar. Co. v. Old Republic Nat’l Title Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Muerexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)); *see also In re TOUSA, Inc.*, 598 Fed. App’x 761, 763 n. 3 (11th Cir. March 26, 2015) (unpublished).

19. The right of a debtor-in-possession to reject unexpired leases and executory contracts is fundamental to the bankruptcy process because it supplies a mechanism to eliminate financial burdens on the bankruptcy estate. *See In re Wells*, 227 B.R. 553, 564 (Bankr. M.D. Fla. 1998). The United States Court of Appeals for the Eleventh Circuit has noted that the decision to reject an executory contract or unexpired lease is primarily administrative and should be given great deference by the court, subject only to a review under the “business judgment” rule. *See In Re Gardinier, Inc.*, 831 F.2d 974, 976, n. 2 (11th Cir. 1987); *Colony Beach & Tennis Club, Inc. v. Colony Beach & Tennis Club Ass’n (In re Colony Beach & Tennis Club Ass’n, Inc.)*, Case No. 8:09-cv- 535-T-33, 2010 WL 746708, at *8 (M.D. Fla. March 2, 2010) (“[T]he bankruptcy court may not substitute its own judgment for that of a debtor unless the debtor’s decision is so manifestly unreasonable that it must be based upon bad faith, whim, or caprice.”) (citing *In re Surfside Resort and Suites, Inc.*, 325 B.R. 465, 469 (Bankr. M.D. Fla. 2005) (internal citations omitted); *Surfside Resort and Suites*, 325 B.R. at 469; *In re Weaver Oil Co., Inc.*, No. 08-40379-LMK, 2008 WL 8202063, 2008 Bankr. LEXIS 4159, at *4-5 (Bankr. N.D. Fla. Nov. 17, 2008); *See In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an unexpired lease “should be granted as a matter of course”); *see also NLRB v. Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for

rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); *In re Taylor*, 913 F.2d 102, 107 (3d Cir. 1990); *see also In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *In re HQ Global Holdings*, 290 B.R. 507, 511 (Bankr. D. Del. 2003).

20. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkum*, 488 A.2d 858, 872 (Del. 1985)), appeal dismissed, 3 F.3d 49 (2d Cir. 1993). So long as the decision to assume or reject is a reasonable exercise of business judgment, the court should approve the assumption or rejection of an executory contract. *See also NLRB v. Bildisco and Bildisco*, 465 U.S. 513, 523 (1984); *Group of Institutional Investors v. Chicago M. St. P. & P. R. R. Co.*, 318 U.S. 523, 550-51 (1943).

21. Rejection of an executory contract or unexpired lease is appropriate where rejection of the contract or lease would benefit the estate. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distribution Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 40 (3d Cir. 1989). The standard for rejection is satisfied when a trustee or debtor has made a business determination that rejection will benefit the estate. *See Commercial Fin. Ltd. v. Hawaii Dimensions, Inc. (In re Hawaii Dimensions, Inc.)*, 47 B.R. 425, 427 (D. Haw. 1985) (“under the business judgment test, a court should approve a debtor’s proposed rejection if such rejection will benefit the estate”).

22. Pursuant to section 365(a) of the Bankruptcy Code, the Debtors seek to reject the Rejected Contracts effective as of the Rejection Date in order to avoid the possibility of incurring

any additional expenses and costs related to the Rejected Contracts. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 530 (1984) (stating that rejection relates back to the petition date); *In re Manis Lumber Co.*, 430 B.R. 269, 277 (N.D. Ga. 2009) (explaining that “a bankruptcy court has the equitable discretion to order that rejection operate retroactively when appropriate to effect its fundamental objectives.”); *see also, e.g., Pacific Shores Development, LLC v. At Home Corp. (In re At Home Corp.)*, 392 F.3d 1064, 1070–71 (9th Cir. 2004) (holding that “a bankruptcy court, in exercising its equitable powers under 11 U.S.C. § 105(a), may approve the retroactive rejection of a nonresidential lease when ‘necessary or appropriate to carry out the provisions of’ § 365(d).”); *Thinking Machines Corp. v. Mellon Financial Services Corp. # 1 (In re Thinking Machines Corp.)*, 67 F.3d 1021, 1028 (1st Cir. 1995) (ruling that “a bankruptcy court, when principles of equity so dictate, may approve a rejection of a nonresidential lease pursuant to section 365(a) retroactive to the motion filing date.”); *Stonebriar Mall Ltd. Partnership v. CCI Wireless, LLC (In re CCI Wireless, LLC)*, 297 B.R. 133, 138 (D. Colo. 2003) (holding that a bankruptcy court “has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”); *In re Amber’s Stores, Inc.*, 193 B.R. 819, 827 (N.D. Tex. 1996); *In re Jamesway Corp.*, 179 B.R. 33, 37-38 (S.D.N.Y. 1995) (affirming bankruptcy court’s retroactive approval of lease rejection).

23. The Debtors seek to reject the Rejected Contracts, in accordance with principles of sound business judgment and the circumstances of these cases. The Rejected Contracts are, and will potentially continue to be, a burden to the Debtors’ estates. The Debtors have no further use for the Rejected Contracts, and the Rejected Contracts no longer provide any economic benefit to the Debtors’ estates.

24. Additionally, the Debtors have determined, in their reasonable business judgment, that there is no net benefit that can be realized from an attempt to market and assign the Rejected Contracts. As a result, the Debtors have determined that the cost to the Debtors of performing the Debtors' obligations under the Rejected Contracts would be burdensome, and that rejection of the Rejected Contracts are, thus, in the best interests of the Debtors' estates and their creditors. For all of the above reasons, the Debtors submit that rejection of the Rejected Contracts are in the best interests of the Debtors' estates, their creditors, and other parties in interest.

25. Courts in this District have authorized similar relief to the relief requested herein. *In re the Krystal Company*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga. Feb. 12, 2020) [Docket No. 147]; *In re Manis Lumber Co.*, 430 B.R. 269, 271 (Bankr. N.D. Ga. 2009) (PWB); *In re Capital Restaurant Group, LLC*, No. 19-65910 (WLH) (Bankr. N.D. Ga. Oct. 8, 2019); *In re Jack Cooper Ventures, Inc.*, No. 19-62393 (PWB) (Bankr. N.D. Ga. Sept. 13, 2019) [Docket No. 278].

26. The Debtors further request that, all rights and defenses of the Debtors and the Counterparties to the Rejected Contracts be 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, if any of the Debtors have deposited amounts with the Counterparty as a deposit or pursuant to another similar arrangement, or if the Counterparty owes any of the Debtors any amount pursuant to the Rejected Contracts or other agreements between the same parties, the Counterparty shall not be permitted to setoff or otherwise use the amounts from such deposit or other similar arrangement, or other amount owed to the Debtors, without the prior order of the

Court. *See In re Sweet N Sour 7th Ave. Corp.*, 431 B.R. 63, 70-72 (Bankr. S.D.N.Y. 2010) (automatic stay prohibits landlord from exercising right to set off on debtor's security deposit); *In re Communicall Cent., Inc.*, 106 B.R. 540, 545 (Bankr. N.D. Ill. 1989) (landlords are required to move for relief from the automatic stay to exercise right of set off); *In re Inslaw, Inc.*, 81 B.R. 169, 169-70 (Bankr. D.D.C. 1987) (landlord's right to set off may be utilized only after relief from stay is granted).

B. Claims Bar Date

27. As set forth above, the Counterparties may seek to assert claims in connection with the Rejected Contracts or the rejection or termination of the Rejected Contracts.

28. Bankruptcy Rule 3003(c)(3) provides: "[t]he court shall fix . . . the time within which proofs of claim may be filed." Bankruptcy Rule 2002(a)(7) requires at least twenty-one days' notice by mail of the time fixed for filing proofs of claim and interest pursuant to Bankruptcy Rule 3003(c)(3).

29. The Debtors further request by this Motion that the Court fix a deadline to file claims arising out of the rejection of the Rejected Contracts to be on or before the later of (i) thirty (30) days after the entry of the proposed order attached hereto as **Exhibit B** and (ii) the claims bar date established by the Court for all holders of general unsecured claims.

30. The Debtors reserve any and all rights to object to any rejection damage claims or other claims filed by the Counterparties.

C. Compliance with the Requirements of Bankruptcy Rule 6006(f)

31. Bankruptcy Rule 6006(f) requires, in relevant part, that a motion to reject multiple executory contracts or unexpired leases:

- a. state in a conspicuous place that parties receiving the motion should locate their names and their contracts or leases in the motion;
- b. list parties alphabetically and identify the corresponding contract or lease;
- c. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- d. be limited to no more than 100 executory contracts or unexpired leases.

The Debtors have complied with the foregoing requirements.

WAIVER OF ANY APPLICABLE STAY

32. 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 fourteen (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.

RESERVATION OF RIGHTS

33. The Debtors are currently reviewing and evaluating other unexpired nonresidential real property leases and/or executory contracts that are not the subject of this Motion. As this process continues, the Debtors may identify additional unexpired nonresidential real property leases and/or executory contracts to be assumed or rejected. Accordingly, the Debtors reserve the right to seek to assume or reject additional executory contracts and unexpired nonresidential real property leases.

34. Nothing contained herein should be construed as a waiver of any of the Debtors' rights, defenses, or counterclaims with respect to the Rejected Contracts. Nor does anything contained herein constitute an acknowledgement that the Rejected Contracts constitute an executory contract under section 365 of the Bankruptcy Code, and has not otherwise expired by its own terms or upon agreement of the parties as of the date hereof. Further, nothing contained herein is intended or shall be construed as: (i) an admission as to the validity, amount or priority of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim; (iii) a promise or requirement to pay any claim; (iv) a waiver of any claim or cause of action of the Debtors that exists against any entity; (v) a ratification or assumption of any agreement, contract or lease under section 365 of the Bankruptcy Code; (vi) a waiver of limitation of the Debtors' rights under the Bankruptcy Code, any applicable law or any agreement; or (vii) an admission or concession by the Debtors that any lien is valid, and the Debtors expressly reserve and preserve their rights to contest the extent, validity, or perfection, or seek avoidance of, any lien.

NOTICE

35. Notice of this Motion has been provided to the Limited Service List and the Counterparties to the Rejected Contracts as listed on **Exhibit A**. In light of the nature of the relief requested, the Debtors submit that no further notice is necessary.

NO PRIOR REQUEST

36. No prior request for the relief sought in this Motion has been made to this or any other court.

CONCLUSION

WHEREFORE, the Debtors request this Court enter an order, substantially in the form of **Exhibit B**, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

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Date: June 30, 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

Counsel for the Debtors in Possession

Exhibit A

Rejected Contracts

Item #	Debtor	Rejection Counterparty	Description of Contract
1	OTB Acquisition LLC	Accruent, LLC PO BOX 123636 DALLAS TX 75312-3636	Accounting SaaS Services Usage Agreement
2	OTB Acquisition LLC	Aramark Uniform Services Agreement 25259 NETWORK PL CHICAGO IL 60673-1252	Linen Service Agreement
3	OTB Acquisition LLC	Arrowaste, Inc. 1296 Chicago Dr Jenison MI 49428	Non-Hazardous Waste Service Agreement
4	OTB Acquisition LLC	Arrowaste, Inc. 1296 Chicago Dr Jenison MI 49428	Non-Hazardous Waste Service Agreement
5	OTB Acquisition LLC	Bailey Lauerman and Associates, Incorporated 1299 FARNAM ST STE 920 OMAHA NE 68102	Agency Services Agreement
6	OTB Acquisition LLC	Bailey Lauerman and Associates, Incorporated 1299 FARNAM ST STE 920 OMAHA NE 68102	Scope of Work
7	OTB Acquisition LLC	Banc of America Merchant Services, LLC PO BOX 1256 PO BOX 105136 ENGLEWOOD CO 80150	Gift Card Agreement
8	OTB Acquisition LLC	Cintas Corporation PO BOX 88005 CHICAGO IL 60680-1005	National First Aid & Safety Agreement
9	OTB Acquisition LLC	Cintas Corporation No. 2 PO BOX 639990 CINCINNATI OH 45263-9990	National Fire Protection Agreement
10	OTB Acquisition LLC	Colormark LC 1840 HUTTON DR STE 208 CARROLLTON TX 75006	Master Services Agreement
11	OTB Acquisition LLC	DirecTV, Inc. 816 W SPRINGFIELD RD SPRINGFIELD PA 19064	Customer Agreement
12	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	Media Plan Agreement
13	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	ALCOHOLIC BEVERAGE ADDENDUM

14	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	Amendment to DoorDash Agreement
15	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	Amendment to DoorDash Agreement
16	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	DoorDash Delivery and Promotion Agreement
17	OTB Acquisition LLC	EcoLab, Inc. PO BOX 70343 CHICAGO IL 60673	Dish Machine, Chemical Supply, and Services Agreement
18	OTB Acquisition LLC	Equifax 4076 PAYSHPERE CIR CHICAGO IL 60674-4076	Tax Credit Agreement
19	OTB Acquisition LLC	Everon, LLC 13851 Plantation RD Fort Myers FL 33912	Master Services Agreement
20	OTB Acquisition LLC	Fresh Concepts, Inc. 680 HOLLOW RD STE 4 PHOENIXVILLE PA 19460	Produce Purchasing Agreement
21	OTB Acquisition LLC	Gas South, LLC 3625 Cumberland Blvd Suite 1500 Atlanta GA 30339	Large Commercial, Industrial, and Governmental Customers Natural Gas Supply Agreement
22	OTB Acquisition LLC	General Datatech, L.P. PO BOX 650002 DALLAS TX 75265	Statement of Work for On The Border
23	OTB Acquisition LLC	GetTattle, Inc. 10900 RESEARCH BLVD STE 160C #1130 AUSTIN TX 78759	Tattle Services Agreement
24	OTB Acquisition LLC	GFL Environmental 100 New Park Pl Vaughan ON CANADA L4K0H9	Commercial Front End Loader Waste Agreement
25	OTB Acquisition LLC	Grub Hub PO BOX 71649 CHICAGO IL 60694-1649 US	Addendum to Delivery Agreements
26	OTB Acquisition LLC	Grub Hub PO BOX 71649 CHICAGO IL 60694-1649 US	Delivery Agreements
27	OTB Acquisition LLC	InfoSync Services, LLC 1938 N WOODLAWN STE 110 USPS HASLER POSTAGE ACCOUNT WICHITA KS 67208	Master Services Agreement, dated as of 9/30/2010

28	OTB Acquisition LLC	Inky Technology Corporation 5825 UNIVERSITY RESEARCH COURT COLLEGE PARK MD 20740	Hosted Services Agreement
29	OTB Acquisition LLC	Instant Financial 2500 Northwinds Pkwy Suite 350 Alpharetta GA 30009	Sales Agreement
30	OTB Acquisition LLC	Keurig Dr. Pepper Company 6425 Hall Of Fame Lane Frisco TX 75034	Fountain Support Agreement
31	OTB Acquisition LLC	Loomis Armored US, LLC 2500 CityWest Blvd. Ste 2300 Houston TX 77042	Service Agreement
32	OTB Acquisition LLC	Loomis, Fargo & Co. 315 12 Street Sacramento, CA 95814	Armed Car Service Agreement
33	OTB Acquisition LLC	Lucernex, Inc. 6509 Windcrest Drive Suite 100 Plano TX 75024	Mutual Confidentiality and Non-Disclosure Agreement
34	OTB Acquisition LLC	Millenium Packaging & Distribution, LLC 4829 Eisenhower Road, Suite 805, San Antonio, TX 78218	Supply and Purchase Agreement
35	OTB Acquisition LLC	National Hot Water 1975 California Crossing Rd Dallas TX 75220	Preventative Maintenance Agreement
36	OTB Acquisition LLC	Oil Solutions Group PO BOX 7633 MARIETTA GA 30065-7633	Purchase Agreement
37	OTB Acquisition LLC	One Trust 1200 Abernathy Rd NE Bldg 600 ATLANTA GA 30328 US	Renewal Order Form
38	OTB Acquisition LLC	Oneok Energy Marketing Company 3706 SW Topeka Blvd Suite 100 Topeka KS 66609	Energy Agreement
39	OTB Acquisition LLC	Portier, LLC Attn: Legal – Contracts, 1455 Market Street Suite 400 San Francisco CA 94103	Master Framework Letter Agreement
40	OTB Acquisition LLC	Portier, LLC Attn: Legal – Contracts, 1455 Market Street Suite 400 San Francisco CA 94103	Marketplace Addendum to UberEATS Master Framework Agreement
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42	OTB Acquisition LLC	Retail Technology Group, Inc. PO BOX 874411 ATTN: KEN WHITMOR KANSAS CITY MO 64187-4411	Product and Service Agreement
43	OTB Acquisition LLC	Rudy's Food Products, Inc. dba Rudy's Tortillas 9219 Viscount Row, Dallas, TX 75247	Supplier Agreement
44	OTB Acquisition LLC	Ryan, LLC PO BOX 848351 Dallas TX 75284-8351	Property Tax Services Agreement
45	OTB Acquisition LLC	Salary.com PO BOX 844048 Boston MA 02284-4048	Order Form
46	OTB Acquisition LLC	Shift Force LLCe PO BOX 413913, Kansas City, MO 64141	Master Services Agreement
47	OTB Acquisition LLC	SLM Waste & Recycling Services, Inc. 5000 Commerce Drive, Green Lane, PA 18054	Services Agreement
48	OTB Acquisition LLC	SLM Waste & Recycling Services, Inc. 5000 Commerce Drive, Green Lane, PA 18054	Confidentiality Agreement
49	OTB Acquisition LLC	The Wasserstrom Company PO BOX 933469 CLEVELAND OH 44193	Distribution Agreement
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51	OTB Acquisition LLC	Valeu Group, Inc. 99 TULIP AVE STE 104 FLORAL PARK NY 11001	Agreement
52	OTB Acquisition LLC	VDC Tech, LLC 4700 MILLENIA BLVD Suite 415 Orlando FL 32839	Revenue recapture and dispute services
53	OTB Acquisition LLC	Virtual Dining Operations, LLC 4700 MILLENIA BLVD ORLANDO FL 32839	Market Partner Agreement
54	OTB Acquisition LLC	Washington Gas Energy Services Inc. 13865 Sunrise Valley Drive Herndon VA 20171	Natural Gas Purchase and Sales Base Agreement
55	OTB Acquisition LLC	Wisetail LMS 212 S. Wallace Ave. Ste. B2 Bozeman, MT 59715	Pricing Worksheet

Exhibit B

Proposed Order

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 REJECTION OF CERTAIN EXECUTORY CONTRACTS
EFFECTIVE AS OF THE REJECTION DATE; (II) FIXING A BAR DATE FOR
CLAIMS OF THE COUNTERPARTIES; AND (III) GRANTING RELATED RELIEF**

This matter is before the Court on the *Debtors' Fourth Omnibus Motion for Entry of an Order (I) Authorizing Rejection of Certain Executory Contracts Effective as of the Rejection Date; (II) Fixing a Bar Date for Claims of the Counterparties; and (III) Granting Related Relief* (the "Motion") [Docket No. [•]] of the above-captioned debtors and debtors in possession (collectively,

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.

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 (the “Hearing”). It appears that the Court has jurisdiction over this proceeding; that this is a core proceeding; that proper and adequate notice of the Motion has been given; that no further notice is necessary; that the relief sought in the Motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

Accordingly, IT IS HEREBY ORDERED:

1. The 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 Contracts.
3. The Rejected Contracts listed on **Exhibit 1** attached hereto are hereby rejected *nunc pro tunc* to the Rejection Date.
4. All rights and defenses of the Debtors and the Counterparties to the Rejected Contracts 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, the Counterparties to the Rejected Contracts are prohibited from setting-off or otherwise utilizing any amounts deposited by the Debtors with the Counterparties as a deposit owed to the Debtors by the Counterparties under the Rejected Contracts without further order from this Court.

5. Absent further Order of the Court, claims arising out of the rejection of the Rejected Contracts 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 Contracts, as executory or not.

6. The Debtors and the Counterparties to the Rejected Contracts do not waive any claims that they may have against one another, regardless of whether or not such claims are related to such Rejected Contracts.

7. Nothing herein shall prejudice the rights of the Debtors or any party in interest to argue that (i) the Rejected Contracts were terminated prior to the Rejection Date; (ii) that any claim for damages arising from the rejection of the Rejected Contracts is limited to the remedies available under any applicable termination provision of such Rejected Contracts; or (iii) that any such claim is an obligation of a third party, and not that of the Debtors or their estates.

8. 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.

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

10. 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.

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

12. The Debtors reserve all rights to contest any rejection claims and/or the characterization of any contract as an executory contract.

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

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

15. 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.

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

17. 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:

/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

Counsel for the Debtors in Possession

Exhibit 1

Rejected Contracts

Item #	Debtor	Rejection Counterparty	Description of Contract
1	OTB Acquisition LLC	Accruent, LLC PO BOX 123636 DALLAS TX 75312-3636	Accounting SaaS Services Usage Agreement
2	OTB Acquisition LLC	Aramark Uniform Services Agreement 25259 NETWORK PL CHICAGO IL 60673-1252	Linen Service Agreement
3	OTB Acquisition LLC	Arrowaste, Inc. 1296 Chicago Dr Jenison MI 49428	Non-Hazardous Waste Service Agreement
4	OTB Acquisition LLC	Arrowaste, Inc. 1296 Chicago Dr Jenison MI 49428	Non-Hazardous Waste Service Agreement
5	OTB Acquisition LLC	Bailey Lauerman and Associates, Incorporated 1299 FARNAM ST STE 920 OMAHA NE 68102	Agency Services Agreement
6	OTB Acquisition LLC	Bailey Lauerman and Associates, Incorporated 1299 FARNAM ST STE 920 OMAHA NE 68102	Scope of Work
7	OTB Acquisition LLC	Banc of America Merchant Services, LLC PO BOX 1256 PO BOX 105136 ENGLEWOOD CO 80150	Gift Card Agreement
8	OTB Acquisition LLC	Cintas Corporation PO BOX 88005 CHICAGO IL 60680-1005	National First Aid & Safety Agreement
9	OTB Acquisition LLC	Cintas Corporation No. 2 PO BOX 639990 CINCINNATI OH 45263-9990	National Fire Protection Agreement
10	OTB Acquisition LLC	Colormark LC 1840 HUTTON DR STE 208 CARROLLTON TX 75006	Master Services Agreement
11	OTB Acquisition LLC	DirecTV, Inc. 816 W SPRINGFIELD RD SPRINGFIELD PA 19064	Customer Agreement
12	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	Media Plan Agreement
13	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	ALCOHOLIC BEVERAGE ADDENDUM
14	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	Amendment to DoorDash Agreement

15	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	Amendment to DoorDash Agreement
16	OTB Acquisition LLC	DoorDash, Inc. PO BOX 735240 #832 DALLAS TX 75373	DoorDash Delivery and Promotion Agreement
17	OTB Acquisition LLC	EcoLab, Inc. PO BOX 70343 CHICAGO IL 60673	Dish Machine, Chemical Supply, and Services Agreement
18	OTB Acquisition LLC	Equifax 4076 PAYSHPERE CIR CHICAGO IL 60674-4076	Tax Credit Agreement
19	OTB Acquisition LLC	Everon, LLC 13851 Plantation RD Fort Myers FL 33912	Master Services Agreement
20	OTB Acquisition LLC	Fresh Concepts, Inc. 680 HOLLOW RD STE 4 PHOENIXVILLE PA 19460	Produce Purchasing Agreement
21	OTB Acquisition LLC	Gas South, LLC 3625 Cumberland Blvd Suite 1500 Atlanta GA 30339	Large Commercial, Industrial, and Governmental Customers Natural Gas Supply Agreement
22	OTB Acquisition LLC	General Datatech, L.P. PO BOX 650002 DALLAS TX 75265	Statement of Work for On The Border
23	OTB Acquisition LLC	GetTattle, Inc. 10900 RESEARCH BLVD STE 160C #1130 AUSTIN TX 78759	Tattle Services Agreement
24	OTB Acquisition LLC	GFL Environmental 100 New Park Pl Vaughan ON CANADA L4K0H9	Commercial Front End Loader Waste Agreement
25	OTB Acquisition LLC	Grub Hub PO BOX 71649 CHICAGO IL 60694-1649 US	Addendum to Delivery Agreements
26	OTB Acquisition LLC	Grub Hub PO BOX 71649 CHICAGO IL 60694-1649 US	Delivery Agreements
27	OTB Acquisition LLC	InfoSync Services, LLC 1938 N WOODLAWN STE 110 USPS HASLER POSTAGE ACCOUNT WICHITA KS 67208	Master Services Agreement, dated as of 9/30/2010
28	OTB Acquisition LLC	Inky Technology Corporation 5825 UNIVERSITY RESEARCH COURT COLLEGE PARK MD 20740	Hosted Services Agreement

29	OTB Acquisition LLC	Instant Financial 2500 Northwinds Pkwy Suite 350 Alpharetta GA 30009	Sales Agreement
30	OTB Acquisition LLC	Keurig Dr. Pepper Company 6425 Hall Of Fame Lane Frisco TX 75034	Fountain Support Agreement
31	OTB Acquisition LLC	Loomis Armored US, LLC 2500 CityWest Blvd. Ste 2300 Houston TX 77042	Service Agreement
32	OTB Acquisition LLC	Loomis, Fargo & Co. 315 12 Street Sacramento, CA 95814	Armed Car Service Agreement
33	OTB Acquisition LLC	Lucernex, Inc. 6509 Windcrest Drive Suite 100 Plano TX 75024	Mutual Confidentiality and Non-Disclosure Agreement
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