

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 (A) Rejection of Certain Unexpired Leases 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 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.

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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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 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

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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 (A) REJECTION OF CERTAIN UNEXPIRED LEASES 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
COUNTERPARTIES; AND (III) GRANTING RELATED RELIEF**

THE LANDLORDS AND TENANTS RECEIVING THIS MOTION SHOULD LOCATE THEIR RESPECTIVE NAMES AND LEASE IN <u>EXHIBIT A</u> ATTACHED.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this *Fourth Omnibus Motion for Entry of an Order (I) Authorizing (A) Rejection of Certain Unexpired Leases 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 Counterparties; and (III) Granting Related Relief* (the “Motion”). In support of this Motion, the Debtors respectfully represent 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.

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 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 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 Leases

11. As of the Petition Date, the Debtors operated approximately sixty (60) casual Mexican dining restaurants located across the United States. The Debtors did not own any premises on which they operated their restaurants but rather entered into non-residential property lease agreements with the respective counterparties.

12. Following the Petition Date, the Debtors continued their lease rationalization process in connection with the Debtors' broader sale and marketing efforts. The Debtors reviewed their store footprint and identified leases that are likely to continue to drive losses for the Debtors and should be rejected. The Debtors' meticulous, well-considered lease rejection plan is centered on value maximization.

13. 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 Leases are no longer necessary for the operation of the business following closing of the sale. As a result, the Debtors submit that the Rejected Leases

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.

are unnecessary to operate their business going forward and can be rejected immediately. 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.

14. The Debtors are no longer occupying, nor have use for, the Leased Premises (as defined below). The Rejected Leases require the payment of base monthly rent, applicable sales taxes, and prorated common area and real estate tax expenses associated with each applicable location. As a result, the Rejected Leases and the Personal Property (as defined below) remaining at the Leased Premises have no value or benefit to the estates and are not part of the assets the Debtors are selling in these chapter 11 cases.

15. The Debtors have determined, in their business judgment, to reject the Rejected Leases and abandon any remaining Personal Property, effective as of the date hereof (hereinafter, the “Rejection Date”), to avoid the incurrence of continued rental obligations related to the Rejected Leases or the Leased Premises.

RELIEF REQUESTED

16. 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 leases set forth on **Exhibit A** (the “Rejected Leases”) effective as of the Rejection Date, (b) confirming that any personal property of the Debtors, including, but not limited to, furniture, fixtures, and equipment remaining at the Leased Premises (“Personal Property”), as of the Rejection Date or otherwise within the time agreed upon by and among the Debtors and the

Counterparties (as defined below) of the Leased Premises (unless extended by agreement among the Debtors and the Counterparties), on the premises (collectively, the “Leased Premises”) are deemed abandoned by the Debtors pursuant to section 554 of the Bankruptcy Code without the Counterparties incurring liability to any person or entity, and upon such abandonment at the time of the rejection of the leases for the Leased Premises, the Counterparties shall be permitted to use or dispose of such abandoned Personal Property remaining at such Leased Premises without notice or liability to the Debtors or any third person or entity and (c) fixing a bar date for claims, if any, of the counterparties to the Rejected Leases (the “Counterparties”).

17. The Debtors have concluded that the Rejected Leases are not necessary for a sale and have determined that continued performance under the Rejected Leases would constitute an unnecessary drain upon the financial resources of the Debtors’ cash (on account of prepetition rents and all subsequent rents, and any related expenses for the Rejected Leases that would otherwise accrue). In addition, the Debtors seek to abandon, effective as of the Rejection Date, any Personal Property that remains on the Leased Premises. The Debtors respectfully submit that this related relief is necessary and appropriate.

18. To the extent notice of the Debtors’ intention to reject the Rejected Leases 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 Leases listed on **Exhibit A.**

BASIS FOR RELIEF REQUESTED

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

19. 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).

20. 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).

21. 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 unexpired lease. *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).

22. 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”).

23. Pursuant to section 365(a) of the Bankruptcy Code, the Debtors seek to reject the Rejected Leases effective as of the Rejection Date in order to avoid the possibility of incurring any additional expenses and costs related to the Rejected Leases. *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).

24. The Debtors seek to reject the Rejected Leases, in accordance with principles of sound business judgment and the circumstances of these cases. The Rejected Leases are, and will continue to be, a burden to the Debtors’ estates. There are no longer operations at the particular

restaurants subject to the Rejected Leases, and the Debtors have no further use for the Leased Premises. The Debtors have vacated or will vacate the Leased Premises as of the Rejection Date, and the Rejected Leases no longer provide any economic benefit to the Debtors' estates.

25. 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 Leases. As a result, the Debtors have determined that the cost to the Debtors of continuing to occupy the Leased Premises under the Rejected Leases, and of performing the Debtors' obligations under the Rejected Leases and incurring unnecessary administrative expenses, is burdensome, and that rejection of the Rejected Leases 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 Leases are in the best interests of the Debtors' estates and their creditors, and other parties in interest.

26. 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].

27. The Debtors further request that, all rights and defenses of the Debtors and the Counterparties to the Rejected Leases 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 Counterparties as a security deposit or

pursuant to another similar arrangement, or if the Counterparties owe any of the Debtors any amount pursuant to the Rejected Leases or other agreements between the same parties, the Counterparties 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. Authorizing the Debtors to Abandon any Personal Property Remaining at the Leased Premises as of the Rejection Date is Appropriate.

28. In the event that any Personal Property remains on the Leased Premises as of the Rejection Date, the Debtors request authority to abandon such Personal Property, pursuant to section 554(a) of the Bankruptcy Code, with such abandonment being effective as of the Rejection Date.

29. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public's welfare. *See In*

re Midlantic Nat'l Bank, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant in this case.

30. The Debtors submit that any abandoned Personal Property is of inconsequential value or burdensome to the Debtors' estates to remove. Among other things, the Debtors believe that the cost of retrieving, marketing, and reselling the abandoned Personal Property outweighs any recovery that the Debtors and their estates could reasonably hope to attain for such Personal Property. For the avoidance of doubt, 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 other personal and/or confidential information about the Debtors' employees and/or customers, or any other individual (the "Confidential Information"), the Debtors shall remove the Confidential Information from such property before abandonment. As a result, the Debtors have determined, in their business judgment, that the abandonment of any such Personal Property, except as otherwise provided herein with respect to the Ecolab Property (as defined below), effective as of the Rejection Date, is a sound exercise of their business judgment, and is necessary, prudent, and in the best interests of the Debtors, their estates, and creditors.

31. The Debtors further request that Ecolab Inc.'s ("Ecolab") rights and interests in and to equipment owned by Ecolab and leased or loaned by Ecolab to the Debtors (the "Ecolab Property") and located at the Leased Premises be preserved. As a result, the Debtors request that, to the extent applicable, the automatic stay be modified to allow Ecolab 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.

C. Claims Bar Date

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

33. 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).

34. The Debtors further request by this Motion that the Court fix a deadline to file claims arising out of the rejection of the Rejected Leases 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.

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

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

36. 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

37. 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

38. The Debtors, in consultation with the Stalking Horse Purchaser, 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.

39. Nothing contained herein should be construed as a waiver of any of the Debtors’ rights, defenses, or counterclaims with respect to the Rejected Leases. Nor does anything contained herein constitute an acknowledgement that the Rejected Leases constitute an unexpired lease of nonresidential real property 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

40. Notice of this Motion has been provided to the Limited Service List and the Counterparties to the Rejected Leases 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

41. 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
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Counsel for the Debtors in Possession

Exhibit A

Rejected Leases

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
1	OTB Acquisition LLC	3P Family Investments, LLC	240	Lease for Store #240 6536 NW Loop 820, Fort Worth, Texas 76135
2	OTB Acquisition LLC	American Realty Capital Retail Op PRS LP	186	Lease for Store #186 8315 Northlake Commons Blvd., Charlotte, North Carolina 28216
3	OTB Acquisition LLC	Beltline / Airport Freeway Limited	4	Lease for Store #4 2400 N. Beltline Rd., Irving, Texas 75062
4	OTB Acquisition LLC	BRE DDR BR Fairlane MI LLC c/o Acadia Realty Trust	189	Lease for Store #189 3310 Fairlane Dr., Allen Park, Michigan 48101
5	OTB Acquisition LLC	JAHCO Oklahoma Properties	156	Lease for Store #156 3233 S. Broadway, Edmond, Oklahoma 73013
6	OTB Acquisition LLC	RTF NB Retail 1, LLC	N/A	Lease (dated as of 7/10/2024) for parcel of land adjacent to the New Brunswick location commonly known as unimproved pad site G
7	OTB Acquisition LLC	VEREIT, Inc. c/o Realty Income	86	Lease for Store #86 1003 N I-35 E, DeSoto, Texas 75115

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 (A) REJECTION OF CERTAIN UNEXPIRED LEASES 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 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 (A) Rejection of Certain Unexpired Leases of Non-Residential Real Property Effective as of the Rejection Date, (B) Abandonment of Any Remaining Personal Property Located*

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.

at the Leased Premises; (II) Fixing a Bar Date for Claims of Counterparties; and (III) 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 (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 Lease.
3. The Rejected Leases identified 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 Leases are preserved, including all rights and defenses with respect to claims 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 Leases are prohibited from setting-off or otherwise utilizing any amounts deposited by

the Debtors with the Counterparties as a security deposit owed to the Debtors by the Counterparties under the Rejected Leases without further order from this Court.

5. The Debtors are authorized to abandon any Personal Property remaining at the Leased Premises pursuant to section 554(a) of the Bankruptcy Code effective as of the Rejection Date without the Counterparties incurring liability to any person or entity, except as otherwise provided herein with respect to the Ecolab Property (as defined below). Upon such abandonment as of the Rejection Date, except as otherwise provided herein below as to the Ecolab Property, the Counterparties are 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 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. To the extent applicable, the automatic stay is also modified to allow Ecolab 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. Absent further Order of the Court, claims arising out of the rejection of the Rejected Leases 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 Leases, as executory or not.

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

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

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

14. The Debtors reserve all rights to contest any rejection claims and/or the characterization of any lease as an unexpired lease.

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

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

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

19. 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

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Counsel for the Debtors in Possession

Exhibit 1

Rejected Leases

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
1	OTB Acquisition LLC	3P Family Investments, LLC	240	Lease for Store #240 6536 NW Loop 820, Fort Worth, Texas 76135
2	OTB Acquisition LLC	American Realty Capital Retail Op PRS LP	186	Lease for Store #186 8315 Northlake Commons Blvd., Charlotte, North Carolina 28216
3	OTB Acquisition LLC	Beltline / Airport Freeway Limited	4	Lease for Store #4 2400 N. Beltline Rd., Irving, Texas 75062
4	OTB Acquisition LLC	BRE DDR BR Fairlane MI LLC c/o Acadia Realty Trust	189	Lease for Store #189 3310 Fairlane Dr., Allen Park, Michigan 48101
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7	OTB Acquisition LLC	VEREIT, Inc. c/o Realty Income	86	Lease for Store #86 1003 N I-35 E, DeSoto, Texas 75115