



**IT IS ORDERED as set forth below:**

**Date: July 15, 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> , <sup>1</sup>	)	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' Third 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. 453] of the above-captioned debtors and debtors in possession

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



(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 July 15, 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

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*Counsel for the Debtors in Possession*

**Exhibit 1**

**Rejected Contracts**

Item #	Debtor	Rejection Counterparty	Description of Contract
1	OTB Acquisition LLC	Brown & Brown of New York, Inc. PO BOX 745841, ATLANTA, GA 30374-5841	Insurance Broker
2	OTB Acquisition LLC	CrunchTime! Information Systems Inc. PO BOX 845607, BOSTON, MA 02284-5607	Subscription Service Agreement for services
3	OTB Acquisition LLC	Employment Screening Services, Inc. 2700 Corporate Dr, Ste 100, BIRMINGHAM, AL 35242	Addendum
4	OTB Acquisition LLC	Falcon Realty Advisors LLC 7859 WALNUT HL LN, STE 375, DALLAS, TX 75230	Fee Agreement to pay Broker a fee in various circumstances
5	OTB Acquisition LLC	Guest XM by Black Box Intelligence 2701 North Dallas Parkway Suite #510 0 Plano Texas 75093	Subscription Agreement
6	OTB Acquisition LLC	HighLiner Foods PO BOX 910232, 100 Battery Point, Lunenburg, Nova Scotia B0J2C0	Trade Management Deal Sheet Deal Number: 00146981_00001
7	OTB Acquisition LLC	HILTON DALLAS PLANO GRANITE PARK 5805 GRANITE PKWY, PLANO, TX 75024-6611	Conference Venue Agreement
8	OTB Acquisition LLC	isolved HCM Services LLC 11215 N. Community House Rd., Suite 800, Charlotte, NC 28277	isolved Order Form and Add-On Services Agreement
9	OTB Acquisition LLC	Lineage Redistribution, LLC 333 Butterfield Rd, Lombard, IL 60148	Redistribution Agreement
10	OTB Acquisition LLC	Paycorp 4811 Montgomery Rd. Cincinnati OH 45212 US	General Terms and Conditions



11	OTB Acquisition LLC	Paycorp 4811 Montgomery Rd. Cincinnati OH 45212 US	Order for Services
12	OTB Acquisition LLC	PepsiCo Sales, Inc. & Pepsi-Cola Advertising and Marketing, Inc. PO BOX 75948, CHICAGO, IL 60675-5948	Beverage Sales Agreement
13	OTB Acquisition LLC	Rain Technologies Inc 209 10th Ave. S, Ste. 160, Nashville, TN 37203-0702	Platform Agreement
14	OTB Acquisition LLC	Share Our Strength 1030 15th Street NW, Suite 1100W, Washington DC 20005	No Kid Hungry Sponsorship Agreement
15	OTB Acquisition LLC	The Culinary Edge 75 OAK GROVE ST, SAN FRANCISCO, CA 94107	Project Agreement
16	OTB Acquisition LLC	The Neil Jones Food Company PO BOX 842476, DALLAS, TX 75284-2476	Contract of Sale (Tomatoes contract)
17	OTB Acquisition LLC	UPNGO, INC 401 W A, ST 200, SAN DIEGO, CA 92101	Terms of Service Agreement