



IT IS ORDERED as set forth below:

Date: July 24, 2025

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

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

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

**ORDER (I) AUTHORIZING 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. 487] of the above-captioned debtors and debtors in possession

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.



(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 22, 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
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
41	OTB Acquisition LLC	Portier, LLC Attn: Legal – Contracts, 1455 Market Street Suite 400 San Francisco CA 94103 US	Amendment to Uber Eats Agreement
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
50	OTB Acquisition LLC	UGI Energy Services, Inc. One Meridian Blvd., Suite 2C01 Wyomissing PA 19610	Master Natural Gas Sales Agreement No. 5150085
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