

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)
)
)
) Related Docket Nos. 522, 523, 533, 561

**NOTICE OF FILING OF MODIFIED PROPOSED
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING
THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN AS OF JULY 21, 2025**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On July 21, 2025, the above-captioned debtors and debtors in possession (the “Debtors”) filed (i) the *Debtors’ Amended Joint Chapter 11 Plan as of July 21, 2025* [Docket No. 522] (as may be amended, supplemented, restated, or modified from time to time, and together with the Plan Supplement (defined below), the “Plan”); and (ii) the *Disclosure Statement with Respect to the Amended Joint Chapter 11 Plan Dated as of July 21, 2025* [Docket No. 523] (as may be amended, supplemented, restated, or modified from time to time, the “Disclosure Statement”) in the United States Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”).²

2. On July 24, 2025, the Court entered the *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Setting a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation; (III) Approving Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Debtors’ Chapter 11 Plan; and (IV) Approving Related Notice and Objection Procedures* [Docket No. 533] (the “Solicitation Procedures Order”) that, among other things, (a) approved on an interim basis the Disclosure Statement as containing

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.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.



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“adequate information” pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code subject to final approval at the hearing to consider final approval of the Disclosure Statement and confirmation of the Plan currently scheduled for September 5, 2025 (the “Combined Hearing”) and (b) authorized the Debtors to solicit acceptances for the Plan.

3. On August 15, 2025, the Debtors filed the *Notice of Filing Plan Supplement* [Docket No. 560] (as may be amended, supplemented, restated, or modified from time to time, the “Plan Supplement”) which included the Liquidating Trust Agreement as Exhibit A thereto.

4. On August 15, 2025, the Debtors filed the *Notice of Filing of Proposed Findings of Fact, Conclusions of Law, and Order Confirming the Debtors’ Amended Joint Chapter 11 Plan as of July 21, 2025* [Docket No. 561], which attached a proposed form of Confirmation Order as Exhibit A (the “Initial Proposed Confirmation Order”). Pursuant to the terms of the Solicitation Procedures Order, the Debtors posted the Initial Proposed Confirmation Order on the Debtors’ case website.

5. The Debtors hereby file a modified version of the Initial Proposed Confirmation Order (the “Modified Proposed Confirmation Order”) attached hereto as Exhibit A. A changed page only redline reflecting the modifications between the Initial Proposed Confirmation Order and the Modified Proposed Confirmation Order is attached hereto as Exhibit B.

6. The Modified Proposed Confirmation Order remains subject to further negotiations and ongoing discussions by and amongst the Debtors and various case constituents. The Debtors reserve the right to amend, modify, or supplement the Modified Proposed Confirmation Order.

7. The Plan, the Disclosure Statement, and related documents, **are available electronically, free of charge, at <https://veritaglobal.net/ontheborder>**. You may request paper copies of the Plan and Disclosure Statement and the exhibits thereto by: (a) contacting the Voting Agent by regular mail or overnight courier or hand delivery at OTB Holding Ballot Processing c/o KCC dba Verita 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245; (b) calling (888) 647-1744 (U.S./Canada) or (310) 751-2628 (International); or (c) by clicking the “Submit an Inquiry” option at <https://veritaglobal.net/ontheborder/inquiry>.

8. The Combined Hearing is currently scheduled for **September 5, 2025 at 9:30 a.m., prevailing Eastern Time, in Courtroom 1201, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303.**

9. The Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment being filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the *Local Rules of the United States Bankruptcy Court For the Northern District of Georgia* or otherwise.

Date: September 3, 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

Modified Proposed Confirmation Order

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

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

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER CONFIRMING THE DEBTORS’
AMENDED JOINT CHAPTER 11 PLAN AS OF JULY 21, 2025**

Each of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), having:

- a. filed with the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Court”), a voluntary petition for relief under chapter 11 (collectively, the “Chapter 11 Cases”) of Title 11, United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), on March 4, 2025 (the “Petition Date”);

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.

- b. filed on May 6, 2025, the *Notice of Filing of Prevailing Bidder APA* [Docket No. 350] to which service was provided to the parties listed in (i) that *Certificate of Service* dated May 13, 2025 [Docket No. 368] and (ii) that *Supplemental Certificate of Service* dated May 20, 2025 [Docket No. 413];
- c. obtained on May 16, 2025, entry of 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] to which service was provided to the parties listed in (i) that *Certificate of Service* dated May 22, 2025 [Docket No. 418] and (ii) that *Supplemental Certificate of Service* dated June 17, 2025 [Docket No. 465];
- d. filed on July 1, 2025, (i) the *Debtors' Joint Chapter 11 Plan as of July 1, 2025* [Docket No. 493] (as supplemented by the Plan Supplement (defined below) and as amended by the *Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025* Filed on July 21, 2025 [Docket No. 522] and modified to date, the "Plan")² to which service was provided to the parties listed in that *Certificate of Service* dated July 11, 2025 [Docket No. 552], (ii) the *Disclosure Statement with Respect to the Joint Chapter 11 Plan Dated as of July 1, 2025* [Docket No. 494] (as amended by the *Disclosure Statement with Respect to the Amended Joint Chapter 11 Plan Dated as of July 21, 2025* Filed on July 21, 2025 [Docket No. 523] and modified to date, the "Disclosure Statement") to which service was provided to the parties listed in that *Certificate of Service* dated July 11, 2025 [Docket No. 552], and (iii) the *Debtors' Motion for Entry of an Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Setting a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation; (III) Approving Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Debtors' Chapter 11 Plan; and (IV) Approving Related Notice and Objection Procedures* [Docket No. 495] to which service was provided to the parties listed in that *Certificate of Service* dated July 8, 2025 [Docket No. 502];
- e. filed on July 17, 2025, (i) the *Notice of Filing of Transition Services Agreement and Interim Management Agreement* [Docket No. 518], (ii) the *Notice of Filing of Liquidation Analysis* [Docket No. 519], and (iii) the *Notice of Filing of the Letter of Committee in Support of the Plan* [Docket No. 520];
- f. filed on July 21, 2025, the *Notice of Filing of (I) Modified Proposed Approval Order and (II) Modified Committee Letter* [Docket No. 525];

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

- g. obtained on July 24, 2025, entry of the *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Setting a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation; (III) Approving Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Debtors' Chapter 11 Plan; and (IV) Approving Related Notice and Objection Procedures* [Docket No. 533] (the "Solicitation Procedures Order"), which, among other things: (i) approved the Disclosure Statement on an interim basis as containing "adequate information" pursuant to Section 1125 of the Bankruptcy Code; (ii) approved the procedures for: (a) soliciting, receiving, and tabulating votes to accept or reject the Plan; (b) voting to accept or reject the Plan; and (c) filing objections to the Plan; (iii) approved the form ballots for allowed claims in the Voting Class (defined below); (iv) approved the form of the notice of non-voting status to Holders of unimpaired and impaired Claims and Interests in Class 1, Class 2, Class 3, and Class 5; (v) established July 22, 2025 as the Voting Record Date; (vi) approved the Solicitation Packages (defined below) as being in compliance with Rules 3017(d) and 2002(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); (vii) approved the form and manner of notice of the final hearing on approval of the Disclosure Statement and confirmation of the Plan; (viii) fixed August 21, 2025 4:00 p.m. prevailing Eastern Time as the date by which all Ballots to accept or reject the Plan must be received (the "Voting Deadline"); (ix) fixed August 22, 2025, at 4:00 p.m. prevailing Eastern Time as the last day for Creditors and other parties in interest to File objections the Disclosure Statement and Confirmation of the Plan (the "Objection Deadline"); and (x) scheduled a hearing to consider Confirmation of the Plan and final approval of the Disclosure Statement for September 5, 2025 (the "Combined Hearing") to which service was provided to the parties listed in that *Certificate of Service* dated July 30, 2025 [Docket No. 538];
- h. caused, among other things, the Solicitation Package, the Combined Hearing Notice (as defined in the Solicitation Procedures Order), the Voting Deadline, and the Objection Deadline to be distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order as evidenced by, among other things, (i) that *Certificate of Service* dated August 11, 2025 [Docket No. 552] and (ii) that *Supplemental Certificate of Service* dated August 22, 2025 [Docket No. 573];
- i. filed on August 15, 2025, (i) the *Notice of Filing Plan Supplement* [Docket No. 560] (the "Plan Supplement") including the form of Liquidating Trust Agreement attached thereto as Exhibit A to which service was provided to the parties listed in that *Certificate of Service* dated August 21, 2025 [Docket No. 574] and (ii) the *Notice of Filing of Proposed Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025* [Docket No. 561] to which service was provided to the parties listed in that *Certificate of Service* dated August 21, 2025 [Docket No. 574];

- j. obtained on August 19, 2025, entry of the *Agreed Order Extending the Exclusivity Period Pursuant to Section 1121(d) of the Bankruptcy Code* [Docket No. 568] to which service was provided to the parties listed in that *Certificate of Service* dated August 25, 2025 [Docket No. 579];
- k. filed on August 26, 2025 the *Declaration of Darlene S. Calderon, Regarding the Solicitation and Tabulation of Votes on the Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025* [Docket No. 580] (the "Voting Declaration") to which service was provided to the parties listed in that *Certificate of Service* dated August 29, 2025 [Docket No. 587];
- l. filed on September 3, 2025, the *Consolidated Reply to Objection and Memorandum of Law in Support of Confirmation of Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025* [Docket No. 591] (the "Confirmation Brief");
- m. filed on September 3, 2025, the *Declaration of Jonathan Tibus in Support of Confirmation of the Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025* [Docket No. 590] (the "Tibus Declaration"); and

The Court having:

- a. entered the Solicitation Procedures Order on July 24, 2025;
- b. set August 21, 2025 at 4:00 p.m. prevailing Eastern Time as the Voting Deadline;
- c. set August 22, 2025 at 4:00 p.m. prevailing Eastern Time as the Objection Deadline;
- d. reviewed the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Brief, the Voting Declaration, the Tibus Declaration, and all pleadings, exhibits, statements, responses, and comments regarding final approval of the Disclosure Statement and confirmation of the Plan, including all objections, statements, and reservations of rights, if any, Filed by parties in interest on the docket of these Chapter 11 Cases;
- e. held the Combined Hearing on [September 5], 2025;
- f. heard the statements and arguments made by counsel in respect of final approval of the Disclosure Statement and Confirmation; and
- g. considered all oral representations, live testimony, written direct testimony, designated deposition testimony, exhibits, documents, filings, and other evidence presented at the Combined Hearing.

NOW THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party-in-interest to object to the adequacy of the Disclosure Statement and confirmation of the Plan have been good and sufficient, and the legal and factual bases set forth in the documents filed in support of confirmation of the Plan, including the Confirmation Brief, the Voting Declaration, and the Tibus Declaration, establish just cause for the relief granted herein, after due deliberation thereon and good cause appearing therefor, and the Court, having considered statements of counsel at the Combined Hearing and all evidence of record, including the Voting Declaration and the Tibus Declaration, and for the reasons stated on the record at the Combined Hearing, the Court hereby FINDS, DETERMINES, AND CONCLUDES as follows:

A. Jurisdiction. The Court has jurisdiction over these Chapter 11 Cases and the subject matter of the Combined Hearing pursuant to 28 U.S.C. §§ 157 and 1334. Final approval of the Disclosure Statement and Confirmation of the Plan is a “core proceeding” pursuant to 28 U.S.C. § 157(b)(2), and this Court has jurisdiction to enter this Order with respect thereto. The Debtors are eligible for relief under Section 109 of the Bankruptcy Code. The Debtors are proper proponents of the Plan under Section 1121 of the Bankruptcy Code.

B. Venue. Venue of these Chapter 11 Cases and the subject matter of the Combined Hearing are proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Judicial Notice. This Court takes judicial notice of the docket of these Chapter 11 Cases maintained by the clerk of the Court, including all pleadings, all documents Filed, all orders entered, all evidence and arguments made, proffered or adduced at the hearings held before this Court during the pendency of these Chapter 11 Cases, and of the claims register and proofs of

claim maintained by Kurtzman Carson Consultants, LLC d/b/a Verita Global, the duly-appointed claims agent in these cases (the “Claims Agent”).

D. Commencement and Joint Administration of these Chapter 11 Cases. On the Petition Date, the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code, commencing these Chapter 11 Cases. In accordance with the *Order (I) Directing Joint Administration of Related Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 20], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. The Debtors have continued to operate their businesses and manage their assets and affairs as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. On March 17, 2025, the Office of the United States Trustee for the Northern District of Georgia (the “U.S. Trustee”) appointed an official committee of unsecured creditors in these Chapter 11 Cases (the “Committee”) pursuant to Section 1102(a) of the Bankruptcy Code [Docket No. 111]. No trustee or examiner has been appointed pursuant to Section 1104 of the Bankruptcy Code.

E. Adequacy of the Disclosure Statement. On July 24, 2025, after notice and a hearing in accordance with Bankruptcy Rule 3017, the Disclosure Statement was approved on an interim basis for solicitation purposes only, as set forth in the Solicitation Procedures Order, as containing adequate information pursuant to Section 1125 of the Bankruptcy Code. The Disclosure Statement contains extensive material information regarding the Debtors so that parties entitled to vote on the Plan could make informed decisions regarding the Plan. Additionally, the Disclosure Statement, including the various notices and the Ballot, contains adequate information as that term

is defined in Section 1125(a) of the Bankruptcy Code and complies with any additional requirements of the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law.

F. Plan Supplement. On August 15, 2025, the Debtors Filed their Plan Supplement [Docket No. 560].

G. Voting Solicitation. In conformance with Bankruptcy Rules 2002 and 3017, the applicable provisions of the Bankruptcy Code, the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), *the Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”), and applicable non-bankruptcy law, the Debtors solicited votes on the Plan by distributing the following documents to Holders of General Unsecured Claims in Class 4 (the “Voting Class”): (1) a cover letter describing the contents of the Solicitation Package; (2) the Approval Order (without exhibits) (as defined in the Solicitation Procedures Order); (3) the Combined Hearing Notice; (4) an appropriate form of Ballot together with a pre-addressed, postage prepaid return envelope addressed to OTB Holding Ballot Processing, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (5) a letter from the Committee recommending Holders to vote in favor of the Plan; and (6) the Disclosure Statement (together with the Plan annexed thereto and all other appendices) (the “Solicitation Package”). In addition, Ballots were supplied to each Person requesting a Ballot who did not otherwise receive a Ballot. Transmission and service of the Solicitation Packages was timely, adequate, sufficient, and complies with the Bankruptcy Code, including Sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017, 3018, and 3019, the Complex Case Procedures, and the Solicitation Procedures Order, and no further notice is required.

H. Bankruptcy Rule 3016. The Plan was dated and identified the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions of the Disclosure Statement and the Plan are in bold font and with specific and conspicuous language, and the Plan and Disclosure Statement describe all acts to be enjoined and identify the entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

I. Notice. The Combined Hearing Notice, the Voting Deadline, and the Objection Deadline was issued in conformance with Bankruptcy Rules 2002, 3017, and 3020, the Local Rules, the Complex Case Procedures, and the Solicitation Procedures Order was issued to creditors and other parties in interest, as evidenced by that *Certificate of Service* [Docket No. 552] Filed with this Court. This Court finds that notice of the Plan and of the Combined Hearing has been reasonable, adequate, and sufficient in all respects.

J. Tabulation of Acceptances. Upon the Voting Declaration, the Debtors certified that they received the requisite acceptances both in number and amount from the Voting Class for Confirmation of the Plan as required under Section 1126 of the Bankruptcy Code. As evidenced by the Voting Declaration and based upon the record before the Court, the solicitation and tabulation of acceptances and rejections of the Plan by the Debtors, their counsel, and the Claims Agent was accomplished in a proper, fair, and lawful manner in accordance with the Solicitation Procedures Order, all applicable sections of the Bankruptcy Code, and all applicable sections of the Bankruptcy Rules. Holders of Miscellaneous Secured Claims in Class 1, Secured Lender Claims in Class 2, and Other Priority Claims in Class 3 are Unimpaired and are, therefore, deemed

to accept the Plan. Holders of Interests in Class 5 are Impaired and are, therefore, deemed to have rejected the Plan. Ballots were transmitted to the Voting Class in accordance with the Solicitation Procedures Order. The Debtors solicited votes for the Plan from the Voting Class in good faith and in a manner consistent with the Bankruptcy Code. As of the date of the Voting Declaration, Holders of Claims entitled to vote to accept or reject the Plan voted in the numbers and percentages stated in the Voting Declaration. At least two-thirds in dollar amount and more than one-half in number of the Voting Class who voted on the Plan voted to accept the Plan.

K. Objections. The following party filed an objection to the Plan: Oma Mex, LLC [Docket No. 504].

L. Confirmation Brief. The Debtors Filed the Confirmation Brief and Tibus Declaration, on September 3, 2025 [Docket Nos. 590 and 591].

M. Reasonable Classification of Claims and Equity Interests (Sections 1122 and 1123(a)(1)-(3)). The Plan designates Claims and Interests, in compliance with Sections 1122 and 1123(a)(1)–(3) of the Bankruptcy Code, in the following five Classes: Miscellaneous Secured Claims (Class 1); Secured Lender Claims (Class 2); Other Priority Claims (Class 3); General Unsecured Claims (Class 4); and Interests in the Debtors (Class 5) (other than Administrative Claims and Priority Tax Claims, which are addressed in Article II of the Plan and are required not to be designated as separate Classes by Section 1123(a)(1) of the Bankruptcy Code). The classification of Claims and Interests in Article II of the Plan is reasonable and necessary, has a rational, justifiable, and good faith basis, and places Claims and Interests in a particular Class where such Claims or Interests are substantially similar to the other Claims or Interests of such Class. Under the Plan, Holders of Miscellaneous Secured Claims in Class 1, Secured Lender

Claims in Class 2, and Other Priority Claims in Class 3 are Unimpaired, and are, therefore, deemed by law to have accepted the Plan. Holders of Claims in Class 4 and Holders of Interests in Class 5 are Impaired. Holders of Interests in Class 5 shall not receive or retain any distribution or Property under the Plan and are conclusively deemed to have rejected the Plan. In light of the foregoing, the Plan complies with Sections 1122 and 1123(a)(1)–(3) of the Bankruptcy Code.

N. No Discrimination (Section 1123(a)(4)). Article III of the Plan provides for all Holders of Claims and Interests within a particular Class to receive identical treatment under the Plan on account of such Claims and Interests unless such a Holder has expressly consented to less favorable treatment. The Plan, therefore, complies with Section 1123(a)(4) of the Bankruptcy Code.

O. Implementation of the Plan (Section 1123(a)(5)). Article VII and other provisions of the Plan and the document attached to the Plan Supplement provide adequate means for implementation of the Plan, including: (1) substantive consolidation of all of the Debtors with respect to the treatment of all Claims and Interests; (2) the appointment of a Wind-Down Officer and the designation of the powers of the Wind-Down Officer; (3) the appointment of a Liquidating Trustee and the designation of the powers of the Liquidating Trustee; (4) the authorization of the creation of the Liquidating Trust and the administration of the Liquidating Trust by the Liquidating Trustee; (5) the creation and funding of the Plan Payment Reserve and any reduction thereof, both of which shall be in accordance with the Plan; (6) the cancellation of existing securities, agreements, obligations, instruments, and Claims and Interests of the Debtors; (7) the authorization of necessary and appropriate corporate action; and (8) the preservation of certain Causes of Action. Article V of the Plan specifies the procedures by which Distributions will be made to Holders of

Allowed Claims. Accordingly, the Plan provides adequate, proper, and legal means for its implementation. The Plan, therefore, complies with Section 1123(a)(5) of the Bankruptcy Code.

P. Equity Securities (Section 1123(a)(6)). No equity securities are being issued pursuant to the Plan. Additionally, Section 1123(a)(6) of the Bankruptcy Code applies solely to corporate debtors. The Debtors in these Chapter 11 Cases are all limited liability companies and, therefore, do not fall within the definition of a “corporation” under section 101(9) of the Bankruptcy Code. Accordingly, Section 1123(a)(6) does not apply to the Plan.

Q. Selection of Officers and Directors (Section 1123(a)(7)). The Plan provides for the appointment of a Wind-Down Officer and Liquidating Trustee on the Effective Date, which appointees will succeed to the powers of the Debtors’ officers, directors, and shareholders as set forth in the Plan. Jonathan Tibus, a managing director of Alvarez & Marsal North America, LLC and the Debtors’ Chief Restructuring Officer, has been selected as the Wind-Down Officer by the Debtors, with the agreement of the Committee, as the duly appointed representative of the Debtors and the Estates for purposes of conducting the Wind-Down Tasks. META Advisors LLC has been selected as the Liquidating Trustee by the Committee, which represents the Voting Class, the beneficiaries of the Liquidating Trust. Accordingly, the selection of the Wind-Down Officer and the Liquidating Trustee was consistent with the interests of the Debtors’ creditors and comports with public policy. The Plan, therefore, complies with Section 1123(a)(7) of the Bankruptcy Code.

R. Payment of Future Income (Section 1123(a)(8)). Section 1123(a)(8) is inapplicable because the Debtors are not individuals.

S. Discretionary Contents of a Plan (Section 1123(b)). The Plan contains various provisions that may be construed as discretionary and not necessary for confirmation under the

Bankruptcy Code. Any such discretionary provision complies with Section 1123(b) of the Bankruptcy Code and is not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies Section 1123(b) of the Bankruptcy Code.

T. Impairment or Unimpairment of Claims or Interests (Section 1123(b)(1)). Article III of the Plan Impairs or leaves Unimpaired each Class of Claims and the Class of Interests in accordance with Section 1123(b)(1) of the Bankruptcy Code. The Plan, therefore, complies with Section 1123(b)(1) of the Bankruptcy Code.

U. Assumption or Rejection of Executory Contracts and Unexpired Leases (Section 1123(b)(2)). Pursuant to Article VI of the Plan, the Debtors have exercised sound business judgment in determining that all executory contracts and unexpired leases of the Debtors shall be deemed rejected by the Debtors as of the Effective Date, except for any executory contract or unexpired lease that: (1) has previously been assumed, assumed and assigned, or rejected pursuant to an order of this Court, or (2) is the subject of a pending motion to assume, assume and assign, or reject as of the Confirmation Date. The Plan, therefore, complies with Section 1123(b)(2) of the Bankruptcy Code.

V. Release of Certain Causes of Action (Section 1123(b)(3)(A)). Article X of the Plan provides for certain releases. The releases contained in the Plan comply with Section 1123(b)(3)(A) of the Bankruptcy Code and represent a valid exercise of the Debtors' business judgement under Bankruptcy Rule 9019.

1. ***Debtor Releases.*** The Debtor Release is fair, equitable, reasonable, and in the best interests of the Debtors' Estates, is a key component of the Plan, and otherwise constitutes a settlement of Claims and Causes of Action under Section 1123(b) of

the Bankruptcy Code and Bankruptcy Rule 9019. This Order constitutes the Court's approval, pursuant to Section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the liquidation and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors, the Debtors' Estates and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors or their respective Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. For the avoidance of doubt, the Debtor Release shall not, and shall not be interpreted or deemed to, release any Excluded Claims.

2. ***Exculpation.*** The exculpation provisions set forth in Article X of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the exculpation provisions set forth in Article X of the Plan
3. ***Injunction.*** The injunction provisions set forth in Article X of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Debtor Release and the exculpation provisions in Article X of the Plan. Such injunction provisions are appropriately tailored to achieve those purposes.

W. Pursuit of Causes of Action (Section 1123(b)(3)(B)). Article VIII of the Plan provides that the Liquidating Trust will retain and may (but is not required to) enforce certain Causes of Action. The Plan also provides that after the Effective Date, the Liquidating Trust, in its sole and absolute discretion (except as provided in Article X of the Plan, or as provided in the Liquidating Trust Agreement), shall have the right to bring, settle, release, compromise, or enforce such Causes of Action (or decline to do any of the foregoing), without further approval of this Court. The Liquidating Trust is permitted to pursue such Causes of Action so long as it is in the best interests of the beneficiaries of the Liquidating Trust. Pursuant to section 8.02 of the Plan, the failure of the Debtors to specifically list any claim, right of action, suit, proceeding or other Cause of Action in the Plan does not, and will not be deemed to, constitute a waiver or release by the Estates, the Liquidating Trust, or the Debtors of such claim, right of action, suit, proceeding or other Cause of Action, and the Liquidating Trust will retain the right to pursue such claims, rights of action, suits, proceedings and other Causes of Action and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit, proceeding or other Cause of Action upon or after the Confirmation or consummation of the Plan. The provisions of section 8.02 of the Plan comply with and are consistent with Section 1123(b)(3)(B) of the Bankruptcy Code. The retention and enforcement of Causes of Action (1) are an essential means of implementing the Plan, (2) are integral elements of the settlements and compromises incorporated in the Plan, and (3) confer material benefits on, and are in the best interests of, the Debtors, their Estates, their stakeholders and other parties in interest.

X. Plan Compliance With Provisions of the Bankruptcy Code (Section 1129(a)(1)).

The Plan complies with all applicable provisions of the Bankruptcy Code, including Sections 1122 and 1123 of the Bankruptcy Code. The Plan, therefore, complies with Section 1129(a)(1) of the Bankruptcy Code.

Y. Proponent's Compliance With Applicable Provisions of the Bankruptcy Code (Section 1129(a)(2)). The Debtors have fully complied with the provisions of Sections 1125 and 1126 of the Bankruptcy Code and with Bankruptcy Rules 3017 and 3018 regarding disclosure and notice. The Debtors solicited acceptances of the Plan from the Voting Class after this Court approved the adequacy of the Disclosure Statement on an interim basis pursuant to Section 1125(a) of the Bankruptcy Code and the Solicitation Procedures Order. Class 1 (Miscellaneous Secured Claims), Class 2 (Secured Lender Claims), and Class 3 (Other Priority Claims) are Unimpaired under the Plan and, as a result, pursuant to Section 1126(f), Holders of Claims in those Classes are conclusively presumed to have accepted the Plan. Holders of Interests in Class 5 (Interests in the Debtors) are Impaired and deemed to have rejected the Plan, and the Debtors did not solicit votes from this Class. The Debtors and each of their agents have solicited and tabulated votes on the Plan and have participated in the activities described in Section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of Section 1125(e), and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code. The Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees,

advisors, and attorneys have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan. The Debtors, therefore, have satisfied the applicable requirements of Section 1129(a)(2) of the Bankruptcy Code.

Z. Plan Proposed in Good Faith (Section 1129(a)(3)). The Plan has been proposed in good faith and not by any means forbidden by law. The Plan was proposed by the Debtors with the intent to realize the maximum benefit for the Debtors' stakeholders. The Plan was the product of arms-length negotiations among the Debtors, the Committee, and certain other parties, and the Plan is consistent with the interests of all the Estates' constituencies. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the formulation of the Plan and the Disclosure Statement, the hearing on interim approval of the Disclosure Statement, and the record of the Combined Hearing and other proceedings in these Chapter 11 Cases and has concluded that there is a reasonable likelihood that the Plan will achieve a result consistent with the objectives and purposes of the Bankruptcy Code. The Debtors, therefore, have satisfied the requirements of Section 1129(a)(3) of the Bankruptcy Code.

AA. Payment of Costs and Expenses (Section 1129(a)(4)). Any payments made or to be made by the Debtors or by a person issuing securities or acquiring property under the Plan, for

services or for costs and expenses in or in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, have, to the extent required by the Bankruptcy Code, the Bankruptcy Rules, or the various orders of this Court, been approved by, or are subject to the approval of, this Court as reasonable. The Plan, therefore, complies with Section 1129(a)(4) of the Bankruptcy Code.

BB. Disclosure of Identities of Officers, Directors and Insiders (Section 1129(a)(5)). The Debtors and the Committee have agreed to the designation, as set forth in the Plan, of (i) Jonathan Tibus as the Wind-Down Officer, who shall be deemed the sole officer, sole manager, and sole director of each Debtor and shall be deemed to have succeeded to such powers as would have been previously exercisable by the equity holders of each Debtor, and (ii) META Advisors LLC as the Liquidating Trustee. The Plan, therefore, complies with Section 1129(a)(5) of the Bankruptcy Code.

CC. No Rate Change (Section 1129(a)(6)). The Plan does not provide for any rate change over which a governmental regulatory commission will have jurisdiction. Therefore, Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Plan.

DD. Best Interest of Creditors (Section 1129(a)(7)). The evidence in support of the Plan and Disclosure Statement that was proffered or adduced at the Combined Hearing, and the facts and circumstances of these Chapter 11 Cases, establish that each Holder of an Allowed Claim or Allowed Interest in each Class will receive or retain under the Plan on account of such Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would so receive or retain if the Debtors were liquidated on such date under Chapter 7 of the Bankruptcy Code as evidenced by the liquidation analysis attached to the

Disclosure Statement as Appendix B thereto. The Plan, therefore, complies with Section 1129(a)(7) of the Bankruptcy Code.

EE. Plan Acceptance (Section 1129(a)(8)). Holders of Class 5 Interests in the Debtors are Impaired and deemed to have rejected the Plan. Therefore, the Plan does not satisfy the requirements of Section 1129(a)(8) of the Bankruptcy Code. However, as shown below, the Plan meets the requirements of Section 1129(b) of the Bankruptcy Code.

FF. Plan Treatment of Administrative Claims, Other Priority Claims, and Priority Tax Claims (Section 1129(a)(9)). The Plan satisfies the requirements of Section 1129(a)(9) of the Bankruptcy Code because, except to the extent that the Holder of a particular Claim has agreed to different treatment of such Claim, sections 3.03, 3.04, and 3.07 of the Plan provide that Administrative Claims, Other Priority Claims, and Priority Tax Claims shall be treated in accordance with Section 1129(a)(9) of the Bankruptcy Code.

GG. Acceptance by at Least One Impaired Class (Section 1129(a)(10)). The Plan has been accepted by the Voting Class for each Debtor (excluding OTB Acquisition of New Jersey LLC, OTB Acquisition of Howard County LLC, Mt. Laurel Restaurant Operations LLC and OTB Acquisition of Baltimore County, LLC), and therefore, has been accepted by the Class of Impaired Claims under the Plan (which acceptance has been determined without including any vote by any insider). Debtors OTB Acquisition of New Jersey LLC, OTB Acquisition of Howard County LLC, Mt. Laurel Restaurant Operations LLC and OTB Acquisition of Baltimore County, LLC do not have a voting Class of Claims because each such Debtor had no creditors with Impaired Claims. Accordingly, Section 1129(a)(10) is not applicable to such Debtors. The Plan, therefore, complies with Section 1129(a)(10) of the Bankruptcy Code.

HH. Feasibility (Section 1129(a)(11)). Except for the liquidation of assets provided for in the Plan, Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan. The evidence supporting the Plan proffered or adduced by the Debtors at or before the Combined Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; (d) establishes that the Wind-Down Officer and Liquidating Trust will have sufficient funds available to meet their obligations under the Plan; and (e) establishes that the Debtors and Liquidating Trust, as applicable, will have the financial wherewithal to pay any Claims that accrue, become payable, or are allowed by Final Order following the Effective Date. The Plan, therefore, complies with Section 1129(a)(11) of the Bankruptcy Code.

II. Payment of Fees (Section 1129(a)(12)). Section 1129(a)(12) of the Bankruptcy Code requires the payment of all fees payable under 28 U.S.C. § 1930. Section 3.03(b) of the Plan provides that the Liquidating Trust shall pay all fees required by the Bankruptcy Code, Bankruptcy Rules, United States Trustee guidelines, and the rules and orders of the Bankruptcy Court on and after the Effective Date. Moreover, section 3.03 of the Plan provides for the payment in full of all Allowed Administrative Claims. The Plan defines “Administrative Claim” to include “any fees or charges assessed against the Debtors’ respective Estates under section 1930 of title 28 of the United States Code.” The Plan, therefore, complies with Section 1129(a)(12) of the Bankruptcy Code.

JJ. Retiree Benefits (Section 1129(a)(13)). Section 1129(a)(13) of the Bankruptcy Code requires that the Plan provide “for the continuation after its effective date of payment of all retiree benefits, as that term is defined in section 1114 of [the Bankruptcy Code], at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114 [of the Bankruptcy Code], at any time prior to confirmation of the plan, for the duration of the period the debtor has obligated itself to provide such benefits.” The Debtors are not (and, as of the Petition Date, were not) obligated to provide any retiree benefits as that term is defined pursuant to Section 1114 of the Bankruptcy Code. Accordingly, Section 1129(a)(13) is inapplicable.

KK. Domestic Support Obligations (Section 1129(a)(14)). The Debtors are not individuals and have no domestic support obligations. Section 1129(a)(14) of the Bankruptcy Code is, therefore, inapplicable.

LL. Requirements for Debtors that are Individuals (Section 1129(a)(15)). Section 1129(a)(15) of the Bankruptcy Code only applies to individuals. The Debtors are not individuals, and Section 1129(a)(15) is, therefore, inapplicable.

MM. Transfer of Property (Section 1129(a)(16)). The Debtors are each moneyed, business, or commercial corporations. Accordingly, Section 1129(a)(16) of the Bankruptcy Code is inapplicable.

NN. The Plan Does Not Discriminate Unfairly and is Fair and Equitable (Section 1129(b)). With respect to the Classes that are Impaired under, and have not accepted, the Plan, the Plan does not discriminate unfairly and is fair and equitable. With respect to Class 5, the rejecting Impaired class, no Holder of any Claim or Interest that is junior to this Class will receive or retain under the Plan on account of such junior Claim or Interest to any property. Accordingly,

Section 1129(b) of the Bankruptcy Code is satisfied and the Plan may be confirmed even though Section 1129(a)(8) of the Bankruptcy Code is not satisfied.

OO. No Other Plan (Section 1129(c)). Other than the Plan, no reorganization plan has been Filed with respect to the Debtors' Chapter 11 Cases. Therefore, the requirements of Section 1129(c) of the Bankruptcy Code have been satisfied.

PP. Avoidance of Taxes or Application of Securities Laws (Section 1129(d)). No party in interest that is a governmental unit (as defined in the Bankruptcy Code) has objected to the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and the Court finds this is not the principal purpose of the Plan. The Plan, therefore, satisfies the requirements of Section 1129(d) of the Bankruptcy Code.

QQ. Release, Injunction and Exculpation. The release, injunction, and exculpation provisions set forth in the Plan and this Order: (1) are within the jurisdiction of this Court under 28 U.S.C. § 1334; (2) are each an essential means of implementing the Plan pursuant to Section 1123(a)(5) of the Bankruptcy Code; (3) are integral elements of the settlements and compromises incorporated in the Plan; (4) confer material benefits on, and thus are in the best interests of, the Debtors, their Estates, their stakeholders, and other parties in interest; and (5) are, under the facts and circumstances of these Chapter 11 Cases, consistent with and permitted pursuant to Sections 105, 1123 and 1129 and all other applicable provisions of the Bankruptcy Code. Further, reasonable, adequate, and sufficient notice of and opportunity to be heard with respect to such release, injunction, and exculpation provisions have been provided under the circumstances and such notice and opportunity have complied with all provisions of the Bankruptcy Code,

Bankruptcy Rules, and all other applicable rules and law, including Bankruptcy Rules 2002(c)(3), 3016(c), 3017(f) and 3020.

RR. Exemption from Transfer Taxes. All transfers and issuances by the Debtors on and subsequent to the Effective Date are transfers under the Plan, including transfer of the Liquidating Trust Assets to the Liquidating Trust, free from the imposition of taxes of the kind specified in Section 1146(a) of the Bankruptcy Code and are subject to the exemptions of Section 1145 of the Bankruptcy Code.

SS. Substantive Consolidation. The evidence presented at the Combined Hearing supports the substantive consolidation of the Debtors. Separating the liabilities and claims of the Debtors would be time consuming, difficult and costly, and there will be considerable savings in administrative costs by having one Disclosure Statement and Plan instead of several. Moreover, no Creditor has objected to the substantive consolidation of the Debtors, and no Creditor can argue that it will be prejudiced by substantive consolidation.

TT. Good Faith Solicitation. Based upon the record before the Court, the Debtors and their counsel have formulated and Filed the Plan, obtained approval of the Disclosure Statement, and solicited votes on the Plan all in good faith and in compliance with the applicable provisions of the Bankruptcy Code and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpatory, injunctive, and release provisions set forth in the Plan.

UU. Good Faith. The Debtors and the Committee and each of their respective members, employees, officers, managers, agents, advisors, attorneys, and financial advisors, have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code pursuant to Sections 1125(e) and 1129(a)(3) of the Bankruptcy Code, with respect to the administration of the

Plan, the solicitation of acceptances with respect thereto, and the property to be distributed thereunder and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpatory, injunctive, and release provisions set forth in the Plan. Accordingly, the Debtors have been, are, and will continue acting in good faith if they proceed to: (a) consummate the Plan and the agreements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed or contemplated by this Order or the Plan. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

VV. Implementation. All documents and agreements necessary to implement transactions contemplated by the Plan, including those contained or summarized in the Plan Supplement, have been negotiated in good faith and at arms'-length, are in the best interests of the Debtors and their Estates, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The Debtors are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

WW. Retention of Jurisdiction. The Court may properly, and hereby does, retain jurisdiction over the Debtors with respect to the matters set forth in Article XI of the Plan and paragraph 37 of this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Confirmation. The Plan, attached hereto as Exhibit A, shall be, and hereby is, **CONFIRMED**, having met the requirements of Section 1129 of the Bankruptcy Code. The document contained in the Plan Supplement is hereby authorized and approved. Any and all

objections to the Plan not previously withdrawn or resolved under the terms of this Order are hereby overruled in their entirety. The terms of the Plan, including the Plan Supplement, are incorporated herein and are an integral part of this Order. The provisions of this Order are integrated with each other and are mutually dependent and not severable.

2. Findings of Fact and Conclusions of Law. The findings of this Court set forth above and the conclusions of law stated herein shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any provision designated herein as a finding of fact is more properly characterized to be a conclusion of law, it shall be so deemed, and vice versa.

3. Adequacy of the Disclosure Statement. The Disclosure Statement is **APPROVED** on a final basis as containing “adequate information” within the meaning of Section 1125 of the Bankruptcy Code and contains sufficient information of a kind necessary to satisfy the disclosure requirements of any applicable non-bankruptcy law, rules, and regulations.

4. Compliance with Sections 1122 and 1123 of the Bankruptcy Code. The Plan complies with the requirements of Section 1122 and 1123 of the Bankruptcy Code.

5. Plan Classification Controlling. The classification of Claims for purposes of Distributions provided for under the Plan shall be governed solely by the terms of the Plan. The classifications and amounts of Claims, if any, set forth in the Ballots tendered or returned by the Voting Class in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the

Plan for Distribution purposes, and (c) shall not be binding on the Debtors, the Wind-Down Officer, or the Liquidating Trustee.

6. Combined Hearing Record. The record of the Combined Hearing shall be, and hereby is, closed as of September [5], 2025.

7. Implementation of the Plan. In accordance with Section 1142 of the Bankruptcy Code, the implementation and consummation of the Plan in accordance with its terms shall be, and hereby is, authorized and approved and the Debtors, the Wind-Down Officer, the Liquidating Trust, the Liquidating Trustee, and any other Person designated pursuant to the Plan shall be, and they hereby are, authorized, empowered, directed, and ordered to execute, deliver, file, and record contracts, instruments, releases, indentures, and other agreements or documents, whether or not such document, agreement, indenture, release, instrument, or contract is specifically referred to in the Plan, Disclosure Statement, or the Liquidating Trust Agreement and to take any action necessary, appropriate or desirable to implement, effectuate, and consummate the Plan in accordance with its terms. The approvals and authorizations specifically set forth in this Order shall not limit the authority of the Liquidating Trust, Liquidating Trustee, Wind-Down Officer, the Debtors, or any of their respective representatives or agents, to take any and all actions necessary or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan, the Plan Supplement, including the Liquidating Trust Agreement, or this Order. The Debtors, the Wind-Down Officer, the Liquidating Trust, and the Liquidating Trustee are hereby authorized and directed to make all payments and Distributions required under the Plan and to implement the Plan in all respects.

8. Binding Effect. Pursuant to Section 1141 of the Bankruptcy Code, on or after entry of this Order and subject to the occurrence of the Effective Date, the Plan (including any and all documents and agreements executed pursuant thereto or in connection therewith, including those contained in the Plan Supplement) and this Order shall be legally binding upon and inure to the benefit of the Debtors, the Estates, the Committee, the Wind-Down Officer, the Liquidating Trust, the Liquidating Trustee, the Holders of Claims, the Holders of Interests, all other parties in interest in these Chapter 11 Cases, and their respective successors and assigns (irrespective of whether such Claims or Interests are Allowed, Disallowed, or Impaired under the Plan or whether the Holders of such Claims or Interests accepted or are deemed to have accepted the Plan). Each federal, state, commonwealth, local, or other governmental agency or department is hereby directed and ordered to accept any and all documents and instruments necessary, useful, or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan or herein.

9. Effective Date. The Effective Date shall mean the first Business Day following the date on which all conditions to consummation set forth in Article IX of the Plan have been satisfied or waived (if capable of being duly and expressly waived), provided that no stay of this Order is then in effect, which date is specified by the Debtors in the Confirmation Notice (defined below) Filed with this Court as the date on which the Plan shall take effect.

10. Administrative Bar Date (General). Except as otherwise provided in the Plan, any Person holding an Administrative Claim (other than a claim for Professional Compensation (defined below)) shall File a request for payment of such Administrative Claim with the Claims Agent within thirty (30) days following the Effective Date, except as specifically set forth in the

Plan or a Final Order. At the same time any Person Files an Administrative Claim, such Person shall also serve a copy of the Administrative Claim upon counsel for the Debtors. **Any Person who fails to timely File and serve a request for payment of such Administrative Claim shall be forever barred from asserting such Administrative Claim against the Debtors, the Estates, the Wind-Down Officer, the Liquidating Trustee, or any of their respective properties, pursuant to section 3.03(c)(i) of the Plan.**

11. Administrative Bar Date (Professionals). Applications for compensation for services rendered and reimbursement of expenses incurred by Professionals from the Petition Date through the Effective Date (“Professional Compensation”) shall be Filed no later than forty-five (45) days after the Effective Date. Such applications shall be served on: (a) the Debtors; (b) Jeffrey R. Dutson, King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, counsel to the Debtors; (c) the Office of the United States Trustee; and (d) Todd Meyers, Eversheds Sutherland (US) LLP, 999 Peachtree Street, NE, Atlanta, Georgia 30309, counsel to the Committee. Applications that are not timely Filed will not be considered by the Court. The Debtors and Liquidating Trustee, as the case may be, may pay any Professional fees and expenses incurred after the Effective Date in accordance with the Plan. The provisions of this paragraph shall not apply to any Professional providing services pursuant to, and subject to the limits contained in, the *Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* entered in these Chapter 11 Cases on April 1, 2025 [Docket No. 176].

12. Approval of Rejection of Executory Contracts and Unexpired Leases. On the Effective Date, all remaining executory contracts or unexpired leases of the Debtors will be deemed rejected in accordance with the provisions and requirements of Sections 365 and 1123 of

the Bankruptcy Code, except those executory contracts or unexpired leases that (a) have previously been assumed, assumed and assigned, or rejected by the Debtors pursuant to an order of this Court, or (b) are the subject of a motion to assume, assume and assign, or reject Filed by the Debtors which is pending on the Effective Date. The entry of this Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval, pursuant to Sections 365 and 1123(b)(2) of the Bankruptcy Code, of the rejection of executory contracts and unexpired leases rejected pursuant to section 6.01 of the Plan.

13. Bar Date for Rejection Damage Claims. **All proofs of claim with respect to Claims arising from the rejection pursuant to the Plan of any executory contracts or unexpired leases, if any, must be Filed with this Court no later than thirty (30) days after the Effective Date. Any Claims arising from the rejection of executory contracts or unexpired leases that become Allowed Claims are classified and shall be treated as Class 4 Claims in accordance with Article III of the Plan. Any Claims arising from the rejection of an executory contract or unexpired lease pursuant to the Plan not Filed within the time required by this section will be forever barred from assertion against the Debtors, their Estates, the Liquidating Trust, the Wind-Down Officer, the Liquidating Trustee or any of their respective properties unless otherwise ordered by this Court or provided in the Plan. Notwithstanding the foregoing, a Claim for damages arising from the rejection of an executory contract or unexpired lease rejected pursuant to a different order of this Court must be Filed prior to any bar date set forth in such order.**

14. Liquidating Trust. On or before the Effective Date: (a) the Liquidating Trust shall be established to receive the Liquidating Trust Assets and to distribute proceeds thereof in

accordance with the Plan and the relevant agreements shall be executed by the parties thereto; (b) all other necessary steps shall be taken to establish the Liquidating Trust; and (c) all the Liquidating Trust Assets shall automatically vest in the Liquidating Trust, free and clear of all Claims, Liens, contractually-imposed restrictions, charges, encumbrances and Interests of Creditors and equity security holders on the Effective Date, with all such Claims, Liens, contractually-imposed restrictions, charges, encumbrances and Interests being extinguished subject to the rights of Holders of Allowed Claims to obtain distributions in accordance with the Plan.

15. Wind-Down Officer and Liquidating Trustee. Jonathan Tibus is approved as the Wind-Down Officer under the Plan as a professional person pursuant to the applicable provisions of the Bankruptcy Code. META Advisors LLC is approved as the Liquidating Trustee under the Plan as a professional person pursuant to the applicable provisions of the Bankruptcy Code. Except as otherwise specifically provided for in this Order or in the Plan, the Wind-Down Officer and the Liquidating Trustee shall conduct the final liquidation and distribution of the Estates in each case in accordance with the terms and conditions of this Order, the Plan, and the Plan Supplement.

16. Powers and Duties of the Wind-Down Officer. On the Effective Date, pursuant to Sections 1123(a)(5), 1123(b)(3) and 1141(b) of the Bankruptcy Code, all Retained Property and the Initial Distribution Amount shall automatically vest in the post-confirmation Debtors, free and clear of all Claims, Liens, contractually-imposed restrictions, charges, encumbrances and Interests of Creditors and equity security holders on the Effective Date, with all such Claims, Liens, contractually-imposed restrictions, charges, encumbrances and Interests being extinguished subject to the rights of Holders of Allowed Claims to obtain distributions provided for in the Plan.

All rights and obligations of the Debtors under the Plan that exist or continue on or after the Effective Date shall vest in the post-confirmation Debtors.

17. This paragraph sets forth certain of the rights, powers and duties of the Wind-Down Officer as set forth in section 7.03 of the Plan. Nevertheless, and for the avoidance of doubt, the powers granted to and duties imposed upon the Wind-Down Officer shall be consistent with, and shall not extend beyond, those imposed and granted by the Plan. The Wind-Down Officer shall (i) have the power and authority to hold, manage, sell and distribute the Retained Property and the Initial Distribution Amount in accordance with the Plan, (ii) have the power and authority to file, prosecute and resolve (provided that any such resolution shall require the consent of the Liquidating Trustee) objections to Disputed Claims that constitute Secured, Priority, and Administrative Tax Claims, (iii) have the power and authority to perform such other functions as are provided in the Plan, (iv) dispose of the Retained Liquor Licenses, (v) have the power and authority to perform the Wind-Down Tasks, (vi) have the power and authority to perform the Transition Services pursuant to the Transition Services Agreement and the Interim Management Agreement, as applicable, and (vii) other powers and authorities as may be authorized by the Liquidating Trustee. Professionals and personnel retained or employed by the Debtors or the Wind-Down Officer need not be disinterested as that term is defined in the Bankruptcy Code, but shall not be any former officer, director, or equity holder of the Debtors, without prior written consent of the Liquidating Trustee. In accordance with Section 350 of the Bankruptcy Code, once the Wind-Down Tasks are completed (or the Debtor Budget is depleted), the Wind-Down Officer will seek an order from the Bankruptcy Court discharging the Wind-Down Officer. Upon such discharge, any remaining Retained Property shall be deemed transferred to the Liquidating Trust.

18. On or after the Effective Date, the Wind-Down Officer shall be authorized to transfer the Debtor Budget to an account held by the Liquidating Trustee. If the Wind-Down Officer elects to transfer the Debtor Budget to such an account, the Liquidating Trustee shall disburse the Debtor Budget pursuant to written instructions from the Wind-Down Officer (subject to any consent rights the Liquidating Trustee may have under the Plan); provided, however, that the Liquidating Trust and Liquidating Trustee shall be held harmless and have no liability whatsoever to any Entity to the extent that the Liquidating Trustee acts in accordance with such written instructions from the Wind-Down Officer.

19. On the Effective Date, although the Debtors' shall continue to hold legal title to the Retained Liquor Licenses, all beneficial and economic interests in the net proceeds of the Retained Liquor Licenses shall be deemed transferred to the Liquidating Trust.

20. The retention and employment of the Professionals retained by the Debtors shall terminate as of the Effective Date, provided, however, that the Debtors' Professionals shall be retained, after such date only with respect to (a) applications filed pursuant to sections 330 and 331 of the Bankruptcy Code, and to the extent necessary (b) motions seeking the enforcement of the provisions of the Plan or the Confirmation Order. However, notwithstanding the foregoing, on and after the Effective Date, the Wind-Down Officer may retain the same Professionals on and on behalf of the Debtors.

21. Powers and Duties of the Liquidating Trustee. The Liquidating Trustee shall have the rights, powers and duties as set forth in the Plan and Liquidating Trust Agreement and shall be responsible for administering the Plan under the terms and subject to the conditions set forth in this Order, the Plan, and Liquidating Trust Agreement. This paragraph sets forth certain of the

rights, powers and duties of the Liquidating Trustee as set forth in section 7.05 of the Plan. The Liquidating Trustee shall administer the Liquidating Trust and its assets in accordance with the Plan, the Liquidating Trust Agreement, and the other Liquidating Trust Documents and shall be responsible for, among other things, making certain Distributions required under the Plan. For the avoidance of doubt, the powers and duties imposed upon and granted to the Liquidating Trustee shall be those explicitly set forth in the Plan and Liquidating Trust Agreement. Moreover, The Liquidating Trustee may use, acquire and dispose of property, including the Liquidating Trust Assets, in accordance with the terms of this Order, the Liquidating Trust Agreement and the Plan, and shall have the exclusive right, authority, and standing to initiate, file, prosecute, abandon, compromise, settle, withdraw, litigate to judgment or release any Claims and Causes of Action that are Liquidating Trust Assets or to take, or to refrain from taking, any other action which the Liquidating Trustee deems necessary or desirable in conjunction with the wind-down of the Debtors, in each case without supervision of, or approval by, the Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan, the Liquidating Trust Agreement or this Order.

22. The Liquidating Trustee shall establish the Plan Payment Reserve in accordance with the Plan and Liquidating Trust Agreement for the purpose stated therein. The Plan Payment Reserve shall not be reduced except as provided for in the Plan and Liquidating Trust Agreement.

23. Moreover, nothing contained in the Plan regarding releases, injunctions, or exculpations shall limit the Liquidating Trustee's ability to object to Claims or enforce obligations imposed by the Plan, this Order, and the Liquidating Trust Agreement, except as otherwise stated therein.

24. After the Effective Date, the Liquidating Trustee shall pay any and all such fees owed to the U.S. Trustee when due and payable and in accordance with sections 3.03(b) and 5.02 of the Plan. Further, such fees shall be paid from the assets of the Liquidating Trust, including, without limitation, the Plan Payment Reserve. The Liquidating Trustee shall file, in compliance with Sections 3.1(y) and 3.7 of the Liquidating Trust Agreement and until such time as indicated therein, such post-quarterly reports with the Court.

25. From and after the Effective Date and continuing through the date of entry of a Final Decree, each of the Wind-Down Officer (on behalf of the Debtors) and the Liquidating Trustee (on behalf of the Liquidating Trust) shall: (a) possess the rights of a party in interest pursuant to Section 1109(b) of the Bankruptcy Code for all matters arising in, arising under, or related to these Chapter 11 Cases and, in connection therewith, shall (i) have the right to appear and be heard on matters brought before this Court or other courts, (ii) be entitled to notice and opportunity for hearing on all such issues, (iii) participate in all matters brought before this Court, and (iv) receive notice of all applications, motions, and other papers and pleadings filed in this Court; and (b) have the authority to retain such personnel or professionals (including, without limitation, legal counsel, financial advisors or other agents) as it deems appropriate and compensate such personnel and professionals as it deems appropriate in accordance with section 5.02 of the Plan. Professionals and personnel retained or employed by the Liquidating Trust or the Liquidating Trustee need not be disinterested as that term is defined in the Bankruptcy Code.

26. Substantive Consolidation. The Plan contemplates and is predicated upon the deemed substantive consolidation of the Debtors' Estates with respect to the treatment of all Claims and Interests, as set forth in Article VII of the Plan. The substantive consolidation of all of

the Debtors with respect to the treatment of all Claims and Interests as set forth in section 7.01 of the Plan is hereby approved. On the Effective Date, (a) all assets and liabilities of the Debtors will be merged or treated as though they were merged; (b) all guarantees of the Debtors of the obligations of any of Debtor and any joint and several liability of any of the Debtors shall be eliminated; (c) each and every Claim of a Debtor held against another Debtor shall be deemed released, cancelled and terminated; and (d) each and every Claim and Interest against any Debtor shall be deemed Filed against the consolidated Debtors and all Claims Filed against more than one Debtor for the same liability shall be deemed one Claim against any obligation of the consolidated Debtors.

27. Maintenance of Bank Accounts and Distribution of Liquidating Proceeds. The Wind-Down Officer and the Liquidating Trustee shall have the authority and responsibility to disburse the assets of the Estates to the Holders of Allowed Claims and otherwise in accordance with the terms of the Plan. The Wind-Down Officer shall be entitled to use the Debtors' bank and investment accounts that are in existence as of the Effective Date. The Wind-Down Officer and the Liquidating Trustee shall be authorized to open such bank or other depository accounts as may be necessary or appropriate in the discretion of the Wind-Down Officer or the Liquidating Trustee to enable either to carry out the provisions of the Plan. On the Initial Distribution Date (or as soon thereafter as is reasonably practicable) and each subsequent Distribution Date, the Wind-Down Officer and the Liquidating Trustee, as applicable, shall make Distributions to the Holders of Allowed Claims in accordance with the terms of the Plan. The Liquidating Trustee will make Distributions as set forth in and in accordance with the Plan and Liquidating Trust Agreement.

28. Corporate Action. The entry of this Order shall constitute authorization for the Debtors to take or to cause to be taken all corporate and limited liability company actions necessary or appropriate to consummate and implement the provisions of the Plan prior to, on and after the Effective Date, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by this Court. All such actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without any requirement of further action by the managers or shareholders of the Debtors. On the Effective Date (a) the authority, power and incumbency of the Persons then acting as officers, managers, and directors of the Debtors shall be terminated and such officers, managers, and directors shall be deemed to have resigned, and (b) the Wind-Down Officer shall be deemed the sole officer, sole manager, and sole director of each Debtor and shall be deemed to have succeeded to such powers as would have been previously exercisable by the equity holders or prior managers of each Debtor. Subject to any consent rights that the Liquidating Trustee may have under the Plan, on and after the Effective Date, the Wind-Down Officer shall be authorized to execute any agreement or other instrument pertaining to the transfer, renewal or resolution of liquor licenses on behalf of (and, if necessary, in the name of) any prior officers or managers of the Debtors. To the extent any transfer of any insurance policy provided for in this Order, the Plan or the Liquidating Trust Agreement would terminate the Debtors' directors and officers insurance policy in place on the Effective Date then such transfer shall be void and shall not occur; provided, however, that nothing herein shall prohibit the transfer to the Liquidating Trust of any rights to refunds, rebates, credits, or other proceeds arising under such policy, to the extent such transfer does not terminate or impair coverage. On the Effective Date, the Wind-Down Officer is authorized and directed to execute and

deliver the agreements, documents and instruments contemplated by the Plan and the Plan Supplement in the name and on behalf of the Debtors.

29. Preservation of Causes of Action. Except as otherwise provided in the Plan or this Order, in accordance with Section 1123(b) of the Bankruptcy Code, the Liquidating Trust shall retain and may enforce all rights to commence and pursue, as appropriate, all Causes of Action not otherwise released under the Plan, and the Liquidating Trust's rights to commence, prosecute, or settle such Liquidating Trust Claims shall be preserved notwithstanding the occurrence of the Effective Date or the dissolution of the Debtors. The Liquidating Trust may pursue such Causes of Action, as appropriate, in accordance with the best interests of the beneficiaries of the Liquidating Trust. No Person may rely on the absence of a specific reference in the Disclosure Statement and Plan to any Causes of Action against them as any indication that the Liquidating Trust shall not pursue any and all available Causes of Action against them. Unless any Liquidating Trust Claims are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or other court order, the Liquidating Trust expressly reserves all such Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppels (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action as a consequence of the confirmation or consummation of the Plan.

30. In accordance with Section 1123(b)(3) of the Bankruptcy Code, the Liquidating Trust shall have the exclusive right, authority, and standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Cause of Action not otherwise released under the Plan, and to decline to do any of the foregoing without the consent

or approval of any third party or further notice to, or action, order, or approval of, the Court. The Liquidating Trust shall be entitled to enjoy the benefits of Section 108(a) of the Bankruptcy Code and shall be deemed to be a trustee (as that term is used in Section 108(a)) for purposes of prosecuting the Causes of Action not otherwise released under the Plan. The Liquidating Trust shall be deemed a party in interest for all purposes in these Chapter 11 Cases pursuant to Section 1109(b) of the Bankruptcy Code. For the avoidance of doubt, the Liquidating Trust shall have the exclusive right to assert and prosecute (or decline to pursue), in accordance with its reasonable business judgment, the Causes of Action that constitute Liquidating Trust Assets. The Liquidating Trust shall have the authority to settle and comprise, in its sole discretion and without approval of the Court, any and all such Causes of Action.

31. Effectuating Documents; Further Transactions. The Debtors, the Wind-Down Officer and designees, and the Liquidating Trustee are authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and to take such actions, as may be necessary, desirable or appropriate to effectuate and further evidence the terms and conditions of the Plan or to otherwise comply with applicable law. In order to facilitate the distribution of the Estates on the Effective Date, the Wind-Down Officer shall be deemed, by operation of law and this Order and without need for any action by any person affiliated with the Debtors or any officer, manager, or member of the Debtors, to hold an irrevocable power of attorney on behalf of the Debtors and the Estates and with respect to all of the Retained Property and the Initial Distribution Amount.

32. Exemption From Certain Transfer Taxes and Recording Fees. Pursuant to Section 1146(a) of the Bankruptcy Code, any transfers from the Debtors to any other Person pursuant to

the Plan or this Order, including transfer of the Liquidating Trust Assets to the Liquidating Trust, or any agreement regarding the transfer of title to or ownership of any of the Debtors' property, will not be subject to any document recording tax, stamp tax, conveyance fee, sales tax, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment. The appropriate state or local governmental officials or agents are hereby directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

33. Debtor Releases, Injunction, Exculpation and Related Provisions Under the Plan.

Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and authorized in their entirety and will be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release, or any other Entity: (a) Debtor Release in section 10.03 of the Plan; (b) the exculpation provisions in section 10.02 of the Plan; and (c) the injunction provisions in section 10.01 of the Plan.

34. Non-Discharge of the Debtors; Injunction. In accordance with Section 1141(d)(3) of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. As a result, notwithstanding anything to the contrary in the Plan, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c) are subject to

exculpation pursuant to the Plan; or (d) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Officer, the Liquidating Trust, the Liquidating Trustee, the Releasees, or the Exculpated Persons: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or Estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (4) asserting any right of setoff (other than (x) setoffs exercised prior to the Petition Date, (y) setoff rights asserted or reserved in a timely-filed proof of claim, or (z) setoff rights asserted or reserved in a motion or objection to confirmation filed with the Bankruptcy Court on or before the Confirmation Date) or subrogation of any kind against any debt, liability, or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any Claims, Causes of Action, or Interests; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action discharged, released, exculpated or settled pursuant to the Plan. Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

35. Setoffs. Except to the extent that any Claim is Allowed, the Debtors or the Liquidating Trustee, as applicable, may, but shall not be required to, set-off against any Claims and the payments or Distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities, Causes of Action and claims of every type and nature whatsoever which the Estates, the Debtors or the Liquidating Trustee may have against such Creditors, but neither the failure to do so nor the allowance of any such Claims, whether pursuant to the Plan or otherwise, shall constitute a waiver or release by the Debtors or the Liquidating Trustee of any such claims or Causes of Action the Debtors or the Liquidating Trustee may have against such Creditors, and all such claims and Causes of Action which are not expressly released, conveyed or compromised pursuant to the Plan or the Asset Purchase Agreement shall be retained by the Debtors or otherwise conveyed to the Liquidating Trust as provided in the Plan. Unless otherwise set forth in the Plan or this Order, a Holder of a Claim shall be deemed to have waived its right to set-off if such right was not raised in such Holder's proof of claim.

36. Automatic Stay. The automatic stay arising out of Section 362(a) of the Bankruptcy Code shall continue in full force and effect until the date the Final Decree in each of these Chapter 11 Cases is entered and the Debtors and the Estates shall be entitled to all of the protections afforded thereby. All assets of the Debtors shall remain property of the Debtors or the Liquidating Trust, as applicable, until distributed in accordance with the Plan, and no Person shall at any time have any claim to or interest in any asset of the Debtors except to the extent that such Person is the Holder of an Allowed Claim or Allowed Interest entitled to Distributions under the Plan.

37. Retention of Jurisdiction. This Court retains jurisdiction over these Chapter 11 Cases, all matters arising out of or related to these Chapter 11 Cases and the Plan, the matters set forth in Article XI of the Plan, and any other applicable provisions of the Plan.

38. Alternative Jurisdiction. To the extent this Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Debtors, including with respect to the matters set forth in section 11.01 of the Plan, this Order shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

39. Modification of the Plan. Prior to the Effective Date, and in accordance with the provisions of Section 1127(b) of the Bankruptcy Code and the Bankruptcy Rules, the Debtors may, so long as the treatment of Holders of Claims or Interests under the Plan is not adversely affected, (i) institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement or this Order and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, prior notice of such proceedings shall be served in accordance with Bankruptcy Rules 2002 and 9014, and (ii) with the Committee's or Liquidating Trustee's consent, as applicable, alter, amend or modify the attachments to the Plan Supplement. Notwithstanding the foregoing, on and after the Effective Date, and in accordance with the provisions of Section 1127(b) of the Bankruptcy Code and the Bankruptcy Rules, the Debtors (with the consent of the Liquidating Trustee, which consent shall not be unreasonably withheld) may, so long as the treatment of Holders of Claims or Interests under the Plan is not adversely affected, (i) institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure

Statement, this Order or the Plan Supplement and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, prior notice of such proceedings shall be served in accordance with Bankruptcy Rules 2002 and 9014, and (ii) alter, amend or modify the attachments to the Plan Supplement. In accordance with, and to the extent provided by, Section 1127 of the Bankruptcy Code, a Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

40. Creditors' Committee. Pursuant to section 12.08 of the Plan, on the Effective Date, the Committee shall dissolve, and the members thereof and the professionals retained by the Committee thereof shall be released and discharged from all rights and duties arising from, or related to, these Chapter 11 Cases; provided, however, that following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation and requests for allowance of fees and/or expenses under Sections 330, 331 and 503(b) of the Bankruptcy Code including Fee Claims and any Committee member reimbursement requests, (b) to enforce the releases and exculpations under Article X of the Plan of the Committee, the Committee Members, and the Committee's Related Persons, and (c) any appeals of this Order or any other appeal to which the Committee is or was a party in interest.

41. Texas Comptroller of Public Accounts. Notwithstanding any term in the Plan or this Order to the contrary: (a) the Texas Comptroller of Public Accounts' (the "Texas Comptroller") setoff rights are preserved under Section 553 of the Bankruptcy Code; (b) pursuant to Section 503(b)(1)(D) of the Bankruptcy Code, solely with respect to any amounts described in

Section 503(b)(1)(B)-(C) of the Bankruptcy Code, the Texas Comptroller shall not be required to file a request for payment of such amounts that come due to the Texas Comptroller post-petition; (c) the Texas Comptroller shall, solely with the consent of the Debtors or any liquidating trustee or equivalent fiduciary appointed in these Chapter 11 Cases, be allowed to amend its proofs of claim, without leave of court, to reflect returns received and any other tax liabilities owed by Debtors to the Texas Comptroller, including those resulting from audits; and (d) except with respect to the exculpation provisions in section 10.02 of the Plan, nothing provided for in the Plan or this Order shall affect or impair any rights of the Texas Comptroller to pursue any non-Debtor third parties for tax debts or claims.

42. For the avoidance of doubt, on and after the Effective Date, any Allowed Priority Tax Claims of the Texas Comptroller shall be determined and resolved in accordance with the Plan and Section 1129(a)(9)(c) of the Bankruptcy Code. The Texas Comptroller's and Debtors' rights and defenses under Texas state law and the Bankruptcy Code with respect to the foregoing are fully preserved.

43. Tennessee Department of Revenue. Notwithstanding any term in the Plan or this Order to the contrary, pursuant to Section 503(b)(1)(D) of the Bankruptcy Code, solely with respect to any amounts described in Section 503(b)(1)(B)-(C) of the Bankruptcy Code, the Tennessee Department of Revenue shall not be required to file a request for payment of such amounts that come due to the Tennessee Department of Revenue post-petition.

44. Notice. Any notice required or permitted to be provided under the Plan to the Debtors, or any request for information with respect to the Plan, shall be in writing and served by

either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery or (c) reputable overnight delivery service, freight prepaid, to be addressed as follows:

The Wind-Down Officer or the Debtors:

OTB Holding LLC
Attn: Jonathan Tibus
3424 Peachtree Road, Suite 1500
Atlanta, GA 30326
Email: jtibus@alvarezandmarsal.com

with a copy to (which shall not constitute notice):

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attn: Jeffrey R. Dutson
Email: jdutson@kslaw.com

The Liquidating Trustee:

META Advisors LLC
Attn: James S. Carr, Kristin S. Elliott and Dana P. Kane
3 World Trade Center
175 Greenwich Street, 67th Floor
New York, NY 10007

with a copy to:

Eversheds Sutherland (US) LLP
999 Peachtree Street NE
Atlanta, Georgia 30309
Attn: Todd C. Meyers
Email: toddmeyers@eversheds-sutherland.com

45. Availability of Records. On and after the Effective Date, the Liquidating Trustee shall have access to all books, records, and files as set forth in the Plan. Moreover, nothing in this Order, the Plan or the Plan Supplement shall limit the access rights of any party under the Asset Purchase Agreement, including, without limitation, section 6.3 of the Asset Purchase Agreement.

46. Section 1125 of the Bankruptcy Code. The Debtors have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Solicitation Procedures Order, the Disclosure Statement, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations and are entitled to protections afforded by Section 1125 of the Bankruptcy Code and the Debtors and their Affiliates, officers, managers, employees, consultants, agents, advisors, members, attorneys, accountants, financial advisors, other representatives and professionals are not, and on account of such solicitation will not be, liable at any time on account of such solicitation for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan.

47. Effect of Reference to the Plan in this Order. The failure to reference or discuss any particular provision of the Plan in this Order shall have no effect on the validity, binding effect, and enforceability of such provision, and each provision of the Plan shall have the same validity, binding effect, and enforceability as if fully set forth in this Order.

48. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Sections 1101 and 1127(b) of the Bankruptcy Code.

49. Notice. The form of the notice of the entry of this Order and occurrence of the Effective Date attached hereto as **Exhibit B** (the “Confirmation Notice”) is hereby approved. Pursuant to Rule 3020(c), on or before the date that is five (5) days after the occurrence of the Effective Date, the Debtors shall File the Confirmation Notice with this Court and serve it by electronic mail or first class mail, as applicable, on all parties that received notice of the Combined Hearing, and the Claims Agent shall file promptly thereafter a certificate of service confirming

such service. The Confirmation Notice need not be mailed to any Person if a previous mailing to such Person has been returned as undeliverable by the United States Postal Service, unless the Debtors have been informed in writing of a corrected address for such Person. Upon the filing of the Confirmation Notice, the Debtors shall also publish the Confirmation Notice electronically on <https://veritaglobal.net/ontheborder>. The notice described in this paragraph shall constitute good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7), 2002(i)-(l) and 3020(c) of Confirmation of the Plan, the entry of this Order, and the occurrence of the Effective Date.

50. Headings. The headings of the paragraphs in this Order have been used for convenience of reference only and shall not limit or otherwise affect the meaning of this Order. Whenever the words “include,” “includes” or “including” (or other words of similar import) are used in this Order, they shall be deemed to be followed by the words “without limitation.”

51. Conflicts. The provisions of the Plan (including any documents in the Plan Supplement) and this Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is any inconsistency between the provisions of the Plan (including any documents in the Plan Supplement) and this Order, the terms and conditions contained in this Order shall govern and shall be deemed a modification to the Plan (including any documents in the Plan Supplement) and shall control and take precedence.

52. Final Order/No Rule 3020(e) Stay. Notwithstanding Bankruptcy Rules 7062 and 3020(e), this Order is a final order, and the period in which an appeal must be Filed shall commence immediately upon the entry hereof. The stay imposed by Bankruptcy Rules 3020(e) and 7062, if applicable, is hereby waived.

53. Applicable Non-Bankruptcy Law. Pursuant to Sections 1123(a) and 1142 of the Bankruptcy Code, the provisions of this Order and the Plan (including any amendments or modifications thereto) shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

[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 A

PLAN

EXHIBIT B
CONFIRMATION NOTICE

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

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

**NOTICE OF CONFIRMATION OF PLAN, PERMANENT INJUNCTION,
VARIOUS DEADLINES, EFFECTIVE DATE**

AND

**DEADLINE FOR FILING ADMINISTRATIVE CLAIMS AND CLAIMS
ARISING FROM THE REJECTION OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that on [____], 2025, the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors’ Amended Joint Chapter 11 Plan as of July 21, 2025* [Docket No. [•]] (the “Confirmation Order”). The Confirmation Order confirmed the *Debtors’ Amended Joint Chapter 11 Plan as of July 21, 2025* [Docket No. 522] (as amended and modified to date, the “Plan”) filed by the above-captioned debtors and debtors in possession (the “Debtors”).²

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order and the Plan may be obtained at the following website: <https://veritaglobal.net/ontheborder>;

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [____], 2025;

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.

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

PLEASE TAKE FURTHER NOTICE the Confirmation Order contains the following permanent injunction:

- (a) Except as otherwise expressly provided for in the Plan or the Confirmation Order and to the fullest extent authorized or provided by the Bankruptcy Code, including Section 1141 thereof, the entry of the Confirmation Order shall, provided that the Effective Date occurs, permanently enjoin all Persons that have held, currently hold or may hold a Claim or other debt or liability or an Interest or other right of an equity security holder that is Impaired or terminated pursuant to the terms of the Plan from taking any of the following actions against the Debtors, the Liquidating Trust, the Liquidating Trustee, or the Property of any of the foregoing on account of any such Claims, debts or liabilities or such terminated Interests or rights: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind; (b) enforcing, levying, attaching, collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order; (c) creating, perfecting or enforcing in any manner, directly or indirectly, any Lien or encumbrance of any kind; (d) asserting any setoff, offset, right of subrogation or recoupment of any kind, directly or indirectly, against any debt, liability or obligation due to the Debtors; and (e) proceeding in any manner in any place whatsoever, including employing any process, that does not conform to or comply with or is inconsistent with the provisions of the Plan; provided that the foregoing shall not limit the ability of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered under or in connection with the Plan.
- (b) As of the Effective Date, the Confirmation Order shall constitute an injunction permanently enjoining any Person that has held, currently holds or may hold a Claim, demand, debt, right, Cause of Action or liability that is released pursuant to section 10.03 of the Plan from enforcing or attempting to enforce any such Claim, demand, debt, right, Cause of Action or liability against (i) any Debtor, (ii) the Liquidating Trust, (iii) any Releasee, or (iv) any Exculpated Person, or any of their respective Property, based on, arising from or relating to, in whole or in part, any act, omission, or other occurrence taking place on or prior to the Effective Date with respect to or in any way relating to these Chapter 11 Cases, all of which claims, demands, debts, rights, Causes of Action or liabilities shall be deemed released on and as of the Effective Date; provided, however, that this injunction shall not apply to any Excluded Claims, it being understood, however, that any defenses, offsets or counterclaims of any kind or nature whatsoever which the Debtors may have or assert are fully preserved.

NOTICE IS FURTHER GIVEN THAT the Confirmation Order provides, among other things, the following deadlines:

a. **Administrative Claims Bar Date (General)**: Except as otherwise provided in the Plan, any Person holding an Administrative Claim (other than a claim for Professional Compensation) shall File a request for payment of such Administrative Claim with the Claims Agent within thirty (30) days following the Effective Date, except as specifically set forth in the Plan or a Final Order. At the same time any Person Files an Administrative Claim, such Person shall also serve a copy of the Administrative Claim upon counsel for the Debtors. Any Person who fails to timely File and serve a request for payment of such Administrative Claim shall be forever barred from asserting such Administrative Claim against the Debtors, the Estates, the Wind-Down Officer, the Liquidating Trustee, or any of their respective properties, pursuant to section 3.03(c)(i) of the Plan.

b. **Administrative Claims Bar Date (Professionals)**: Applications for compensation for services rendered and reimbursement of expenses incurred by Professionals from the Petition Date through the Effective Date ("Professional Compensation") shall be Filed no later than forty-five (45) days after the Effective Date. Such applications shall be served on: (a) the Debtors; (b) Jeffrey R. Dutson, King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, counsel to the Debtors; (c) the Office of the United States Trustee; and (d) Todd Meyers, Eversheds Sutherland (US) LLP, 999 Peachtree Street, NE, Atlanta, Georgia 30309, counsel to the Committee. Applications that are not timely Filed will not be considered by the Court. The Debtors and Liquidating Trustee, as the case may be, may pay any Professional fees and expenses incurred after the Effective Date. The provisions of this paragraph shall not apply to any Professional providing services pursuant to, and subject to the limits contained in, the *Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* entered in these Chapter 11 Cases on April 1, 2025 [Docket No. 176].

c. **Rejection Damage Claims Bar Date**: All proofs of claim with respect to Claims arising from the rejection pursuant to the Plan of any executory contracts or unexpired leases, if any, must be Filed with the Court no later than thirty (30) days after the Effective Date. Any Claims arising from the rejection of executory contracts or unexpired leases that become Allowed Claims are classified and shall be treated as Class 4 Claims in accordance with Article III of the Plan. Any Claims arising from the rejection of an executory contract or unexpired lease pursuant to the Plan not Filed within the time required by this section will be forever barred from assertion against the Debtors, their Estates, the Wind-Down Officer, the Liquidating Trustee or any of their respective properties unless otherwise ordered by the Court or provided in the Plan. Notwithstanding the foregoing, a Claim for damages arising from the rejection of an executory contract or unexpired lease rejected pursuant to a different order of the Court must be Filed prior to any bar date set forth in such order.

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has approved the injunction, exculpation and release provisions in Article X of the Plan and are now in full force and effect.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

[Remainder of Page Intentionally Left Blank]

Date: [•], 2025
Atlanta, GA

By Order of the Court,

KING & SPALDING LLP
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 B

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11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), on March 4, 2025 (the “Petition Date”);

- b. filed on May 6, 2025, the *Notice of Filing of Prevailing Bidder APA* [Docket No. 350] to which service was provided ~~by~~to the parties listed in (i) that *Certificate of Service* dated May 13, 2025 [Docket No. 368] and (ii) that *Supplemental Certificate of Service* dated May 20, 2025 [Docket No. 413];
- c. obtained on May 16, 2025, entry of 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] to which service was provided ~~by~~to the parties listed in (i) that *Certificate of Service* dated May 22, 2025 [Docket No. 418] and (ii) that *Supplemental Certificate of Service* dated June 17, 2025 [Docket No. 465];
- d. filed on July 1, 2025, (i) the *Debtors’ Joint Chapter 11 Plan as of July 1, 2025* [Docket No. 493] (as supplemented by the Plan Supplement (defined below) and as amended by the *Debtors’ Amended Joint Chapter 11 Plan as of July 21, 2025* Filed on July 21, 2025 [Docket No. 522] and modified to date, the “Plan”);² to which service was provided to the parties listed in that Certificate of Service dated July 11, 2025 [Docket No. 552], (ii) the *Disclosure Statement with Respect to the Joint Chapter 11 Plan Dated as of July 1, 2025* [Docket No. 494] (as amended by the *Disclosure Statement with Respect to the Amended Joint Chapter 11 Plan Dated as of July 21, 2025* Filed on July 21, 2025 [Docket No. 523] and modified to date, the “Disclosure Statement”) to which service was provided to the parties listed in that Certificate of Service dated July 11, 2025 [Docket No. 552], and (iii) the *Debtors’ Motion for Entry of an Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Setting a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation; (III) Approving Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Debtors’ Chapter 11 Plan; and (IV) Approving Related Notice and Objection Procedures* [Docket No. 495] to which service was provided ~~by~~to the parties listed in that *Certificate of Service* dated July 8, 2025 [Docket No. 502];
- e. filed on July 17, 2025, (i) the *Notice of Filing of Transition Services Agreement and Interim Management Agreement* [Docket No. 518], (ii) the *Notice of Filing of Liquidation Analysis* [Docket No. 519], and (iii) the *Notice of Filing of the Letter of Committee in Support of the Plan* [Docket No. 520];

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

- f. filed on July 21, 2025, the *Notice of Filing of (I) Modified Proposed Approval Order and (II) Modified Committee Letter* [Docket No. 525];
- g. obtained on July 24, 2025, entry of the *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Setting a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation; (III) Approving Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Debtors' Chapter 11 Plan; and (IV) Approving Related Notice and Objection Procedures* [Docket No. 533] (the "Solicitation Procedures Order"), which, among other things: (i) approved the Disclosure Statement on an interim basis as containing "adequate information" pursuant to Section 1125 of the Bankruptcy Code; (ii) approved the procedures for: (a) soliciting, receiving, and tabulating votes to accept or reject the Plan; (b) voting to accept or reject the Plan; and (c) filing objections to the Plan; (iii) approved the form ballots for allowed claims in the Voting Class (defined below); (iv) approved the form of the notice of non-voting status to Holders of unimpaired and impaired Claims and Interests in Class 1, Class 2, Class 3, and Class 5; (v) established July 22, 2025 as the Voting Record Date; (vi) approved the Solicitation Packages (defined below) as being in compliance with Rules 3017(d) and 2002(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); (vii) approved the form and manner of notice of the final hearing on approval of the Disclosure Statement and confirmation of the Plan; (viii) fixed August 21, 2025 4:00 p.m. prevailing Eastern Time as the date by which all Ballots to accept or reject the Plan must be received (the "Voting Deadline"); (ix) fixed August 22, 2025, at 4:00 p.m. prevailing Eastern Time as the last day for Creditors and other parties in interest to File objections the Disclosure Statement and Confirmation of the Plan (the "Objection Deadline"); and (x) scheduled a hearing to consider Confirmation of the Plan and final approval of the Disclosure Statement for September 5, 2025 (the "Combined Hearing") to which service was provided to the parties listed in that *Certificate of Service* dated July 30, 2025 [Docket No. 538];
- h. caused, among other things, the Solicitation Package, the Combined Hearing Notice (as defined in the Solicitation Procedures Order), the Voting Deadline, and the Objection Deadline to be distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order as evidenced by, among other things, ~~the~~(i) that *Certificate of Service* dated August 11, 2025 [Docket No. 552] and (ii) that Supplemental Certificate of Service dated August 22, 2025 [Docket No. 573];
- i. filed on August 15, 2025, (i) the Notice of Filing Plan Supplement [Docket No. 560] (the "Plan Supplement") including the form of Liquidating Trust Agreement attached thereto as Exhibit A; to which service was provided to the parties listed in that Certificate of Service dated August 21, 2025 [Docket No. 574] and (ii) the Notice of Filing of Proposed Findings of Fact, Conclusions of Law,

and Order Confirming the Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025 [Docket No. 561] to which service was provided to the parties listed in that Certificate of Service dated August 21, 2025 [Docket No. 574];

j. ~~filed on [•], the [•] (the "Voting Declaration");~~obtained on August 19, 2025, entry of the Agreed Order Extending the Exclusivity Period Pursuant to Section 1121(d) of the Bankruptcy Code [Docket No. 568] to which service was provided to the parties listed in that Certificate of Service dated August 25, 2025 [Docket No. 579];

k. filed on August 26, 2025 the Declaration of Darlene S. Calderon, Regarding the Solicitation and Tabulation of Votes on the Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025 [Docket No. 580] (the "Voting Declaration") to which service was provided to the parties listed in that Certificate of Service dated August 29, 2025 [Docket No. 587];

~~kl.~~ filed on [•], the [•] September 3, 2025, the Consolidated Reply to Objection and Memorandum of Law in Support of Confirmation of Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025 [Docket No. 591] (the "Confirmation Brief");

~~lm.~~ filed on [•], the [•] September 3, 2025, the Declaration of Jonathan Tibus in Support of Confirmation of the Debtors' Amended Joint Chapter 11 Plan as of July 21, 2025 [Docket No. 590] (the "Tibus Declaration"); and

The Court having:

- a. entered the Solicitation Procedures Order on July 24, 2025;
- b. set August 21, 2025 at 4:00 p.m. prevailing Eastern Time as the Voting Deadline;
- c. set August 22, 2025 at 4:00 p.m. prevailing Eastern Time as the Objection Deadline;
- d. reviewed the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Brief, the Voting Declaration, the Tibus Declaration, and all pleadings, exhibits, statements, responses, and comments regarding final approval of the Disclosure Statement and confirmation of the Plan, including all ~~[objections]~~, statements, and ~~[reservations of rights]~~, if any, Filed by parties in interest on the docket of these Chapter 11 Cases;
- e. held the Combined Hearing on [September 5], 2025;

tabulation of acceptances and rejections of the Plan by the Debtors, their counsel, and the Claims Agent was accomplished in a proper, fair, and lawful manner in accordance with the Solicitation Procedures Order, all applicable sections of the Bankruptcy Code, and all applicable sections of the Bankruptcy Rules. Holders of Miscellaneous Secured Claims in Class 1, Secured Lender Claims in Class 2, and Other Priority Claims in Class 3 are Unimpaired and are, therefore, deemed to accept the Plan. Holders of Interests in Class 5 are Impaired and are, therefore, deemed to have rejected the Plan. Ballots were transmitted to the Voting Class in accordance with the Solicitation Procedures Order. The Debtors solicited votes for the Plan from the Voting Class in good faith and in a manner consistent with the Bankruptcy Code. As of the date of the Voting Declaration, Holders of Claims entitled to vote to accept or reject the Plan voted in the numbers and percentages stated in the Voting Declaration. ~~At least two-thirds in dollar amount and more than one-half in number of the Voting Class who voted on the Plan voted to accept the Plan.~~

K. Objections. The following ~~parties~~party filed ~~objections~~an objection to the Plan: ~~(a)~~ Oma Mex, LLC [Docket No. 504].

L. Confirmation Brief. The Debtors Filed the Confirmation Brief and Tibus Declaration, on September 3, 2025 [Docket ~~No~~Nos. 590 and 591].

M. Reasonable Classification of Claims and Equity Interests (Sections 1122 and 1123(a)(1)-(3)). The Plan designates Claims and Interests, in compliance with Sections 1122 and 1123(a)(1)–(3) of the Bankruptcy Code, in the following five Classes: Miscellaneous Secured Claims (Class 1); Secured Lender Claims (Class 2); Other Priority Claims (Class 3); General Unsecured Claims (Class 4); and Interests in the Debtors (Class 5) (other than

GG. Acceptance by at Least One Impaired Class (Section 1129(a)(10)). The Plan has been accepted by the Voting Class for each Debtor (excluding OTB Acquisition of New Jersey LLC, OTB Acquisition of Howard County LLC, Mt. Laurel Restaurant Operations LLC and OTB Acquisition of Baltimore County, LLC), and therefore, has been accepted by the Class of Impaired Claims under the Plan (which acceptance has been determined without including any vote by any insider). ~~Debtor~~ Debtors OTB Acquisition of New Jersey LLC, OTB Acquisition of Howard County LLC, Mt. Laurel Restaurant Operations LLC ~~did~~ and OTB Acquisition of Baltimore County, LLC do not have a voting Class of Claims because ~~each such Debtor~~ had no creditors with Impaired Claims. Accordingly, Section 1129(a)(10) is not applicable to ~~Debtor Mt. Laurel Operations LLC~~ such Debtors. The Plan, therefore, complies with Section 1129(a)(10) of the Bankruptcy Code.

HH. Feasibility (Section 1129(a)(11)). Except for the liquidation of assets provided for in the Plan, Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan. The evidence supporting the Plan proffered or adduced by the Debtors at or before the Combined Hearing: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) has not been controverted by other persuasive evidence; (c) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; (d) establishes that the Wind-Down Officer and Liquidating Trust will have sufficient funds available to meet their obligations under the Plan; and (e) establishes that the Debtors and Liquidating Trust, as applicable, will have the financial wherewithal to pay any Claims that accrue, become payable,

the Debtors and their Estates, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The Debtors are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

WW. Retention of Jurisdiction. The Court may properly, and hereby does, retain jurisdiction over the Debtors with respect to the matters set forth in Article XI of the Plan and paragraph ~~35~~37 of this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Confirmation. The Plan, attached hereto as Exhibit A, shall be, and hereby is, **CONFIRMED**, having met the requirements of Section 1129 of the Bankruptcy Code. The document contained in the Plan Supplement is hereby authorized and approved. Any and all objections to the Plan not previously withdrawn or resolved under the terms of this Order are hereby overruled in their entirety. The terms of the Plan, including the Plan Supplement, are incorporated herein and are an integral part of this Order. The provisions of this Order are integrated with each other and are mutually dependent and not severable.

2. Findings of Fact and Conclusions of Law. The findings of this Court set forth above and the conclusions of law stated herein shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any provision designated herein as a finding of fact is more properly characterized to be a conclusion of law, it shall be so deemed, and vice versa.

3. Adequacy of the Disclosure Statement. The Disclosure Statement is **APPROVED** on a final basis as containing “adequate information” within the meaning of

and to take any action necessary, appropriate or desirable to implement, effectuate, and consummate the Plan in accordance with its terms. The approvals and authorizations specifically set forth in this ~~Confirmation~~-Order shall not limit the authority of the Liquidating Trust, Liquidating Trustee, Wind-Down Officer, the Debtors, or any of their respective representatives or agents, to take any and all actions necessary or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan, the Plan Supplement, including the Liquidating Trust Agreement, or this ~~Confirmation~~-Order. The Debtors, the Wind-Down Officer, the Liquidating Trust, and the Liquidating Trustee are hereby authorized and directed to make all payments and Distributions required under the Plan and to implement the Plan in all respects.

8. Binding Effect. Pursuant to Section 1141 of the Bankruptcy Code, on or after entry of this Order and subject to the occurrence of the Effective Date, the Plan (including any and all documents and agreements executed pursuant thereto or in connection therewith, including those contained in the Plan Supplement) and this Order shall be legally binding upon and inure to the benefit of the Debtors, the Estates, the Committee, the Wind-Down Officer, the Liquidating Trust, the Liquidating Trustee, the Holders of Claims, the Holders of Interests, all other parties in interest in these Chapter 11 Cases, and their respective successors and assigns (irrespective of whether such Claims or Interests are Allowed, Disallowed, or Impaired under the Plan or whether the Holders of such Claims or Interests accepted or are deemed to have accepted the Plan). Each federal, state, commonwealth, local, or other governmental agency or department is hereby directed and ordered to accept any and all documents and instruments

require the consent of the Liquidating Trustee) objections to Disputed Claims that constitute Secured, Priority, and Administrative Tax Claims, (iii) have the power and authority to perform such other functions as are provided in the Plan, (iv) dispose of the Retained Liquor Licenses, (v) have the power and authority to perform the Wind-Down Tasks, (vi) have the power and authority to perform the Transition Services pursuant to the Transition Services Agreement and the Interim Management Agreement, as applicable, and (vii) other powers and authorities as may be authorized by the Liquidating Trustee. Professionals and personnel retained or employed by the Debtors or the Wind-Down Officer need not be disinterested as that term is defined in the Bankruptcy Code, but shall not be any former officer, director, or equity holder of the Debtors, without prior written consent of the Liquidating Trustee. In accordance with Section 350 of the Bankruptcy Code, once the Wind-Down Tasks are completed (or the Debtor Budget is depleted), the Wind-Down Officer will seek an order from the Bankruptcy Court discharging the Wind-Down Officer. Upon such discharge, any remaining Retained Property shall be deemed transferred to the Liquidating Trust.

18. On or after the Effective Date, the Wind-Down Officer shall be authorized to transfer the Debtor Budget to an account held by the Liquidating Trustee. If the Wind-Down Officer elects to transfer the Debtor Budget to such an account, the Liquidating Trustee shall disburse the Debtor Budget pursuant to written instructions from the Wind-Down Officer (subject to any consent rights the Liquidating Trustee may have under the Plan); provided, however, that the Liquidating Trust and Liquidating Trustee shall be held harmless and have no liability whatsoever to any Entity to the extent

that the Liquidating Trustee acts in accordance with such written instructions from the Wind-Down Officer.

19. On the Effective Date, although the Debtors' shall continue to hold legal title to the Retained Liquor Licenses, all beneficial and economic interests in the net proceeds of the Retained Liquor Licenses shall be deemed transferred to the Liquidating Trust.

~~18~~20. The retention and employment of the Professionals retained by the Debtors shall terminate as of the Effective Date, provided, however, that the Debtors' Professionals shall be retained, after such date only with respect to (a) applications filed pursuant to sections 330 and 331 of the Bankruptcy Code, and to the extent necessary (b) motions seeking the enforcement of the provisions of the Plan or the Confirmation Order. However, notwithstanding the foregoing, on and after the Effective Date, the Wind-Down Officer may retain the same Professionals on and on behalf of the Debtors.

~~19~~21. Powers and Duties of the Liquidating Trustee. The Liquidating Trustee shall have the rights, powers and duties as set forth in the Plan and Liquidating Trust Agreement and shall be responsible for administering the Plan under the terms and subject to the conditions set forth in this Order, the Plan, and Liquidating Trust Agreement. This paragraph sets forth certain of the rights, powers and duties of the Liquidating Trustee as set forth in section 7.05 of the Plan. The Liquidating Trustee shall administer the Liquidating Trust and its assets in accordance with the Plan, the Liquidating Trust Agreement, and the other Liquidating Trust Documents and shall be responsible for, among other things, making certain Distributions required under the Plan. For the avoidance of doubt, the powers and duties imposed upon and granted to the Liquidating

Trustee shall be those explicitly set forth in the Plan and Liquidating Trust Agreement. Moreover, The Liquidating Trustee may use, acquire and dispose of property, including the Liquidating Trust Assets, in accordance with the terms of this ~~Confirmation~~-Order, the Liquidating Trust Agreement and the Plan, and shall have the exclusive right, authority, and standing to initiate, file, prosecute, abandon, compromise, settle, withdraw, litigate to judgment or release any Claims and Causes of Action that are Liquidating Trust Assets or to take, or to refrain from taking, any other action which the Liquidating Trustee deems necessary or desirable in conjunction with the wind-down of the Debtors, in each case without supervision of, or approval by, the Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan, the Liquidating Trust Agreement or this ~~Confirmation~~-Order.

~~20~~22. The Liquidating Trustee shall establish the Plan Payment Reserve in accordance with the Plan and Liquidating Trust Agreement for the purpose stated therein. The Plan Payment Reserve shall not be reduced except as provided for in the Plan and Liquidating Trust Agreement.

~~21~~23. Moreover, nothing contained in the Plan regarding releases, injunctions, or exculpations shall limit the Liquidating Trustee's ability to object to Claims or enforce obligations imposed by the Plan, this Order, and the Liquidating Trustee Agreement, except as otherwise stated therein.

~~22~~24. After the Effective Date, the Liquidating Trustee shall pay any and all such fees owed to the U.S. Trustee when due and payable and in accordance with sections 3.03(b) and 5.02

of the Plan. Further, such fees shall be paid from the assets of the Liquidating Trust, including, without limitation, the Plan Payment Reserve. The Liquidating Trustee shall file, in compliance with Sections 3.1(y) and 3.7 of the Liquidating Trust Agreement and until such time as indicated therein, such post-quarterly reports with the Court.

2325. From and after the Effective Date and continuing through the date of entry of a Final Decree, each of the Wind-Down Officer (on behalf of the Debtors) and the Liquidating Trustee (on behalf of the Liquidating Trust) shall: (a) possess the rights of a party in interest pursuant to Section 1109(b) of the Bankruptcy Code for all matters arising in, arising under, or related to these Chapter 11 Cases and, in connection therewith, shall (i) have the right to appear and be heard on matters brought before this Court or other courts, (ii) be entitled to notice and opportunity for hearing on all such issues, (iii) participate in all matters brought before this Court, and (iv) receive notice of all applications, motions, and other papers and pleadings filed in this Court; and (b) have the authority to retain such personnel or professionals (including, without limitation, legal counsel, financial advisors or other agents) as it deems appropriate and compensate such personnel and professionals as it deems appropriate in accordance with section 5.02 of the Plan. Professionals and personnel retained or employed by the Liquidating Trust or the Liquidating Trustee need not be disinterested as that term is defined in the Bankruptcy Code.

2426. Substantive Consolidation. The Plan contemplates and is predicated upon the deemed substantive consolidation of the Debtors' Estates with respect to the treatment of all Claims and Interests, as set forth in Article VII of the Plan. The substantive consolidation of all of the Debtors with respect to the treatment of all Claims and Interests as set forth in section 7.01 of the Plan is hereby approved. On the Effective Date, (a) all assets and liabilities of the Debtors

will be merged or treated as though they were merged; (b) all guarantees of the Debtors of the obligations of any of Debtor and any joint and several liability of any of the Debtors shall be eliminated; (c) each and every Claim of a Debtor held against another Debtor shall be deemed released, cancelled and terminated; and (d) each and every Claim and Interest against any Debtor shall be deemed Filed against the consolidated Debtors and all Claims Filed against more than one Debtor for the same liability shall be deemed one Claim against any obligation of the consolidated Debtors.

~~25~~27. Maintenance of Bank Accounts and Distribution of Liquidating Proceeds. The Wind-Down Officer and the Liquidating Trustee shall have the authority and responsibility to disburse the assets of the Estates to the Holders of Allowed Claims and otherwise in accordance with the terms of the Plan. The Wind-Down Officer shall be entitled to use the Debtors' bank and investment accounts that are in existence as of the Effective Date. The Wind-Down Officer and the Liquidating Trustee shall be authorized to open such bank or other depository accounts as may be necessary or appropriate in the discretion of the Wind-Down Officer or the Liquidating Trustee to enable either to carry out the provisions of the Plan. On the Initial Distribution Date (or as soon thereafter as is reasonably practicable) and each subsequent Distribution Date, the Wind-Down Officer and the Liquidating Trustee, as applicable, shall make Distributions to the Holders of Allowed Claims in accordance with the terms of the Plan. The Liquidating Trustee will make Distributions as set forth in and in accordance with the Plan and Liquidating Trust Agreement.

~~26~~28. Corporate Action. The entry of this Order shall constitute authorization for the Debtors to take or to cause to be taken all corporate and limited liability company actions

necessary or appropriate to consummate and implement the provisions of the Plan prior to, on and after the Effective Date, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by this Court. All such actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without any requirement of further action by the managers or shareholders of the Debtors. On the Effective Date (a) the authority, power and incumbency of the Persons then acting as officers, managers, and directors of the Debtors shall be terminated and such officers, managers, and directors shall be deemed to have resigned, and (b) the Wind-Down Officer shall be deemed the sole officer, sole manager, and sole director of each Debtor and shall be deemed to have succeeded to such powers as would have been previously exercisable by the equity holders or prior managers of each Debtor. Subject to any consent rights that the Liquidating Trustee may have under the Plan, on and after the Effective Date, the Wind-Down Officer shall be authorized to execute any agreement or other instrument pertaining to the transfer, renewal or resolution of liquor licenses on behalf of (and, if necessary, in the name of) any prior officers or managers of the Debtors. To the extent any transfer of any insurance policy provided for in this Order, the Plan or the Liquidating Trust Agreement would terminate the Debtors' directors and officers insurance policy in place on the Effective Date then such transfer shall be void and shall not occur; provided, however, that nothing herein shall prohibit the transfer to the Liquidating Trust of any rights to refunds, rebates, credits, or other proceeds arising under such policy to the extent such transfer does not terminate or impair coverage. On the Effective Date, the Wind-Down Officer is authorized and directed to execute and deliver the

agreements, documents and instruments contemplated by the Plan and the Plan Supplement in the name and on behalf of the Debtors.

2729. Preservation of Causes of Action. Except as otherwise provided in the Plan or this Order, in accordance with Section 1123(b) of the Bankruptcy Code, the Liquidating Trust shall retain and may enforce all rights to commence and pursue, as appropriate, all Causes of Action not otherwise released under the Plan, and the Liquidating Trust's rights to commence, prosecute, or settle such Liquidating Trust Claims shall be preserved notwithstanding the occurrence of the Effective Date or the dissolution of the Debtors. The Liquidating Trust may pursue such Causes of Action, as appropriate, in accordance with the best interests of the beneficiaries of the Liquidating Trust. No Person may rely on the absence of a specific reference in the Disclosure Statement and Plan to any Causes of Action against them as any indication that the Liquidating Trust shall not pursue any and all available Causes of Action against them. Unless any Liquidating Trust Claims are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or other court order, the Liquidating Trust expressly reserves all such Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppels (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action as a consequence of the confirmation or consummation of the Plan.

2830. In accordance with Section 1123(b)(3) of the Bankruptcy Code, the Liquidating Trust shall have the exclusive right, authority, and standing to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Cause of Action not otherwise released under the Plan, and to decline to do any of the foregoing without the consent

or approval of any third party or further notice to, or action, order, or approval of, the Court. The Liquidating Trust shall be entitled to enjoy the benefits of Section 108(a) of the Bankruptcy Code and shall be deemed to be a trustee (as that term is used in Section 108(a)) for purposes of prosecuting the Causes of Action not otherwise released under the Plan. The Liquidating Trust shall be deemed a party in interest for all purposes in these Chapter 11 Cases pursuant to Section 1109(b) of the Bankruptcy Code. For the avoidance of doubt, the Liquidating Trust shall have the exclusive right to assert and prosecute (or decline to pursue), in accordance with its reasonable business judgment, the Causes of Action that constitute Liquidating Trust Assets. The Liquidating Trust shall have the authority to settle and comprise, in its sole discretion and without approval of the Court, any and all such Causes of Action.

2931. Effectuating Documents; Further Transactions. The Debtors, the Wind-Down Officer and designees, and the Liquidating Trustee are authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and to take such actions, as may be necessary, desirable or appropriate to effectuate and further evidence the terms and conditions of the Plan or to otherwise comply with applicable law. In order to facilitate the distribution of the Estates on the Effective Date, the Wind-Down Officer shall be deemed, by operation of law and this Order and without need for any action by any person affiliated with the Debtors or any officer, manager, or member of the Debtors, to hold an irrevocable power of attorney on behalf of the Debtors and the Estates and with respect to all of the Retained Property and the Initial Distribution Amount.

3032. Exemption From Certain Transfer Taxes and Recording Fees. Pursuant to Section 1146(a) of the Bankruptcy Code, any transfers from the Debtors to any other Person

pursuant to the Plan or this Order, including transfer of the Liquidating Trust Assets to the Liquidating Trust, or any agreement regarding the transfer of title to or ownership of any of the Debtors' property, will not be subject to any document recording tax, stamp tax, conveyance fee, sales tax, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment. The appropriate state or local governmental officials or agents are hereby directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

3133. Debtor Releases, Injunction, Exculpation and Related Provisions Under the Plan.

Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and authorized in their entirety and will be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release, or any other Entity: (a) Debtor Release in section 10.03 of the Plan; (b) the exculpation provisions in section 10.02 of the Plan; and (c) the injunction provisions in section 10.01 of the Plan.

3234. Non-Discharge of the Debtors; Injunction. In accordance with Section 1141(d)(3)

of the Bankruptcy Code, the Plan does not discharge the Debtors. Section 1141(c) of the Bankruptcy Code nevertheless provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. As a result, notwithstanding anything to the contrary in the Plan, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released by the Debtors pursuant to the Plan; (c)

~~33~~35. Setoffs. Except to the extent that any Claim is Allowed, the Debtors or the Liquidating Trustee, as applicable, may, but shall not be required to, set-off against any Claims and the payments or Distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities, Causes of Action and claims of every type and nature whatsoever which the Estates, the Debtors or the Liquidating Trustee may have against such Creditors, but neither the failure to do so nor the allowance of any such Claims, whether pursuant to the Plan or otherwise, shall constitute a waiver or release by the Debtors or the Liquidating Trustee of any such claims or Causes of Action the Debtors or the Liquidating Trustee may have against such Creditors, and all such claims and Causes of Action which are not expressly released, conveyed or compromised pursuant to the Plan or the Asset Purchase Agreement shall be retained by the Debtors or otherwise conveyed to the Liquidating Trust as provided in the Plan. Unless otherwise set forth in the Plan or this Order, a Holder of a Claim shall be deemed to have waived its right to set-off if such right was not raised in such Holder's proof of claim.

~~34~~36. Automatic Stay. The automatic stay arising out of Section 362(a) of the Bankruptcy Code shall continue in full force and effect until the date the Final Decree in each of ~~the~~these Chapter 11 Cases is entered and the Debtors and the Estates shall be entitled to all of the protections afforded thereby. All assets of the Debtors shall remain property of the Debtors or the Liquidating Trust, as applicable, until distributed in accordance with the Plan, and no Person shall at any time have any claim to or interest in any asset of the Debtors except to the extent that such Person is the Holder of an Allowed Claim or Allowed Interest entitled to Distributions under the Plan.

~~35~~37. Retention of Jurisdiction. This Court retains jurisdiction over these Chapter 11 Cases, all matters arising out of or related to these Chapter 11 Cases and the Plan, the matters set forth in Article XI of the Plan, and any other applicable provisions of the Plan.

~~36~~38. Alternative Jurisdiction. To the extent this Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Debtors, including with respect to the matters set forth in section 11.01 of the Plan, this Order shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

~~37~~39. Modification of the Plan. Prior to the Effective Date, and in accordance with the provisions of Section 1127(b) of the Bankruptcy Code and the Bankruptcy Rules, the Debtors may, so long as the treatment of Holders of Claims or Interests under the Plan is not adversely affected, (i) institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement or this Order and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, prior notice of such proceedings shall be served in accordance with Bankruptcy Rules 2002 and 9014, and (ii) with the Committee's or Liquidating Trustee's consent, as applicable, alter, amend or modify the attachments to the Plan Supplement. Notwithstanding the foregoing, on and after the Effective Date, and in accordance with the provisions of Section 1127(b) of the Bankruptcy Code and the Bankruptcy Rules, the Debtors (with the consent of the Liquidating Trustee, which consent shall not be unreasonably withheld) may, so long as the treatment of Holders of Claims or Interests under the Plan is not adversely affected, (i) institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the

Disclosure Statement, this Order or the Plan Supplement and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, prior notice of such proceedings shall be served in accordance with Bankruptcy Rules 2002 and 9014, and (ii) alter, amend or modify the attachments to the Plan Supplement. In accordance with, and to the extent provided by, Section 1127 of the Bankruptcy Code, a Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

3840. Creditors' Committee. Pursuant to section 12.08 of the Plan, on the Effective Date, the Committee shall dissolve, and the members thereof and the professionals retained by the Committee thereof shall be released and discharged from all rights and duties arising from, or related to, these Chapter 11 Cases; provided, however, that following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation and requests for allowance of fees and/or expenses under Sections 330, 331 and 503(b) of the Bankruptcy Code including Fee Claims and any Committee member reimbursement requests, (b) to enforce the releases and exculpations under Article X of the Plan of the Committee, the Committee Members, and the Committee's Related Persons, and (c) any appeals of this Order or any other appeal to which the Committee is or was a party in interest.

41. Texas Comptroller of Public Accounts. Notwithstanding any term in the Plan or this Order to the contrary: (a) the Texas Comptroller of Public Accounts' (the "Texas Comptroller") setoff rights are preserved under Section 553 of the Bankruptcy Code; (b)

pursuant to Section 503(b)(1)(D) of the Bankruptcy Code, solely with respect to any amounts described in Section 503(b)(1)(B)-(C) of the Bankruptcy Code, the Texas Comptroller shall not be required to file a request for payment of such amounts that come due to the Texas Comptroller post-petition; (c) the Texas Comptroller shall, solely with the consent of the Debtors or any liquidating trustee or equivalent fiduciary appointed in these Chapter 11 Cases, be allowed to amend its proofs of claim, without leave of court, to reflect returns received and any other tax liabilities owed by Debtors to the Texas Comptroller, including those resulting from audits; and (d) except with respect to the exculpation provisions in section 10.02 of the Plan, nothing provided for in the Plan or this Order shall affect or impair any rights of the Texas Comptroller to pursue any non-Debtor third parties for tax debts or claims.

42. For the avoidance of doubt, on and after the Effective Date, any Allowed Priority Tax Claims of the Texas Comptroller shall be determined and resolved in accordance with the Plan and Section 1129(a)(9)(c) of the Bankruptcy Code. The Texas Comptroller's and Debtors' rights and defenses under Texas state law and the Bankruptcy Code with respect to the foregoing are fully preserved.

43. Tennessee Department of Revenue. Notwithstanding any term in the Plan or this Order to the contrary, pursuant to Section 503(b)(1)(D) of the Bankruptcy Code, solely with respect to any amounts described in Section 503(b)(1)(B)-(C) of the Bankruptcy Code, the Tennessee Department of Revenue shall not be required to file a request for payment of such amounts that come due to the Tennessee Department of Revenue post-petition.

~~39~~44. Notice. Any notice required or permitted to be provided under the Plan to the Debtors, or any request for information with respect to the Plan, shall be in writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery or (c) reputable overnight delivery service, freight prepaid, to be addressed as follows:

The Wind-Down Officer or the Debtors:

OTB Holding LLC
Attn: Jonathan Tibus
3424 Peachtree Road, Suite 1500
Atlanta, GA 30326
Email: jtibus@alvarezandmarsal.com

with a copy to (which shall not constitute notice):

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attn: Jeffrey R. Dutson
Email: jdutson@kslaw.com

The Liquidating Trustee:

META Advisors LLC
Attn: James S. Carr, Kristin S. Elliott and Dana P. Kane
3 World Trade Center
175 Greenwich Street, 67th Floor
New York, NY 10007

with a copy to:

Eversheds Sutherland (US) LLP
999 Peachtree Street NE
Atlanta, Georgia 30309
Attn: Todd C. Meyers
Email: toddmeyers@eversheds-sutherland.com

~~40~~45. Availability of Records. On and after the Effective Date, the Liquidating Trustee shall have access to all books, records, and files as set forth in the Plan. Moreover, nothing in

this Order, the Plan or the Plan Supplement shall limit the access rights of any party under the Asset Purchase Agreement, including, without limitation, section 6.3 of the Asset Purchase Agreement.

4146. Section 1125 of the Bankruptcy Code. The Debtors have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Solicitation Procedures Order, the Disclosure Statement, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations and are entitled to protections afforded by Section 1125 of the Bankruptcy Code and the Debtors and their Affiliates, officers, managers, employees, consultants, agents, advisors, members, attorneys, accountants, financial advisors, other representatives and professionals are not, and on account of such solicitation will not be, liable at any time on account of such solicitation for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan.

4247. Effect of Reference to the Plan in this Order. The failure to reference or discuss any particular provision of the Plan in this Order shall have no effect on the validity, binding effect, and enforceability of such provision, and each provision of the Plan shall have the same validity, binding effect, and enforceability as if fully set forth in this Order.

4348. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Sections 1101 and 1127(b) of the Bankruptcy Code.

4449. Notice. The form of the notice of the entry of this Order and occurrence of the Effective Date attached hereto as **Exhibit B** (the “Confirmation Notice”) is hereby approved. Pursuant to Rule 3020(c), on or before the date that is five (5) days after the occurrence of the

Effective Date, the Debtors shall File the Confirmation Notice with this Court and serve it by electronic mail or first class mail, as applicable, on all parties that received notice of the Combined Hearing, and the Claims Agent shall file promptly thereafter a certificate of service confirming such service. The Confirmation Notice need not be mailed to any Person if a previous mailing to such Person has been returned as undeliverable by the United States Postal Service, unless the Debtors have been informed in writing of a corrected address for such Person. Upon the filing of the Confirmation Notice, the Debtors shall also publish the Confirmation Notice electronically on <https://veritaglobal.net/ontheborder>. The notice described in this paragraph shall constitute good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7), 2002(i)-(l) and 3020(c) of Confirmation of the Plan, the entry of this Order, and the occurrence of the Effective Date.

4550. Headings. The headings of the paragraphs in this Order have been used for convenience of reference only and shall not limit or otherwise affect the meaning of this Order. Whenever the words “include,” “includes” or “including” (or other words of similar import) are used in this Order, they shall be deemed to be followed by the words “without limitation.”

4651. Conflicts. The provisions of the Plan (including any documents in the Plan Supplement) and this Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is any inconsistency between the provisions of the Plan (including any documents in the Plan Supplement) and this Order, the terms and conditions contained in this Order shall govern and shall be deemed a modification to the Plan (including any documents in the Plan Supplement) and shall control and take precedence.

| ~~47~~52. Final Order/No Rule 3020(e) Stay. Notwithstanding Bankruptcy Rules 7062 and 3020(e), this Order is a final order, and the period in which an appeal must be Filed shall commence immediately upon the entry hereof. The stay imposed by Bankruptcy Rules 3020(e) and 7062, if applicable, is hereby waived.

| ~~48~~53. Applicable Non-Bankruptcy Law. Pursuant to Sections 1123(a) and 1142 of the Bankruptcy Code, the provisions of this Order and the Plan (including any amendments or modifications thereto) shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

[END OF ORDER]