Fill in this information to identify the case:

Debtor 1 OTB Acquisition LLC

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court **Northern District of Georgia**

Case number: **25−52416**

FILED
U.S. Bankruptcy Court
Northern District of Georgia
3/10/2025
Vania S. Allen, Clerk

Official Form 410
Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

Accruent, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Accruent, LLC	
Name	Name
Domain 3, 11501 Domain Dr., Ste 160 Austin, TX 78758	
Contact phone	Contact phone
Contact email legal@accruent.com	Contact email

Uniform claim identifier (if you use one):

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing?

2552416250311000000000002

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?
- ☑ No
- ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____________

7. How much is the claim?

$ 38449.00

Does this amount include interest or other charges?
- ☑ No
- ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as healthcare information.

Services Performed

9. Is all or part of the claim secured?
- ☑ No
- ☐ Yes. The claim is secured by a lien on property.

Nature of property:
- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410–A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☐ Other. Describe: ____________

Basis for perfection: ____________

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $ ____________

Amount of the claim that is secured: $ ____________

Amount of the claim that is unsecured: $ ____________ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ ____________

Annual Interest Rate (when case was filed) ______ %

- ☐ Fixed
- ☐ Variable

10. Is this claim based on a lease?
- ☑ No
- ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $ ____________

11. Is this claim subject to a right of setoff?
- ☑ No
- ☐ Yes. Identify the property: ____________

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☑ No
☐ Yes. *Check all that apply*:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	$

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

☑ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 3/10/2025
MM / DD / YYYY

/s/ Lisa Elliott
Signature

Print the name of the person who is completing and signing this claim:

Name: Lisa Elliott
First name Middle name Last name

Title: Sr. Legal Counsel

Company: Accruent, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer

Address: Domain 3, 11501 Domain Dr., Ste 160
Number Street
Austin, TX 78758
City State ZIP Code

Contact phone

Email lisa.elliott@accruent.com

11500 Alterra Pkwy
Suite 110
Austin, TX 78758

Tel: (512) 861-0726
Web: www.accruent.com

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Unifying The Built Environment

Client Information

Client Name:	Otb Acquisition LLC	**Client Contact Name:**	Ryan Schwerdtfeger
Bill To:	Accounts Payable 2201 W Royal Ln, Ste 170 Irving, TX 75063-3200 United States	**Client Contact Email:**	ryan.schwerdtfege r@ontheborder.com
Ship To:	Accounts Payable 3060 Peachtree Rd NW # 400 Atlanta, GA 30305-2234 United States	**Client Contact Phone:**	+1.404.364.2984
Billing Email:	accounting@ontheborder.com	**Account Number:**	A-00023933

Quote Information

Quote #:	Q-289955-2	**Quote Expiration:**	8/28/2024
Project Name:	Lx Contracts Services (2) Sage Integrations and Fiscal Calendar Change	**PO Number:**	

Services Fees

Time and Materials Services

Service Description	Quantity	Unit	List Price Total	Discount %	Estimated Net Total Price
Lx Contracts Services (PS)	96.00	Hour(s)	USD 27,840.00	10	USD 25,056.00

Lx Professional Services include:

- Outbound Integrations (60 hours) - Requirement Session(s), Specification Documentation, Development Services, Internal Validation Testing, Client Handover and Remediation Testing
  - (2) Flat File Integrations from Lx to Sage
    - ASC 842 Real Estate Contracts Journal Entry Details
    - AP Invoice Details

Service Description	Quantity	Unit	List Price Total	Discount %	Estimated Net Total Price
• Replace Current Fiscal Calendar to 5-4-4 (36 hours) • Setup and Cutover Planning Session(s) • Consulting of Fiscal Calendar • Import Fiscal Calendar • Recalculate 842 schedules • Update the AP Export Schedule Job • Remediation Support (up to 10 hours)					
Lx Project Management	19.00	Hour(s)	USD 5,510.00	10	USD 4,959.00
• Project Administration Support					
				TOTAL:	USD 30,015.00

Annual Services

Service Description	Start Date	End Date	Annual Fee
Lx Managed Services (Tier 1)	10/1/2024	9/30/2025	USD 10,000.00
Managed Services - Level of Effort per month - 8 hours (Annual Plan 96 hours) The client may utilize Accruent Subscription Services for Lucernex Contracts and Projects up to, but not to exceed, eight (8) hours per month for three (3) consecutive months for the remainder of this Order Document. This not-to-exceed hourly total will be renewed annually during the Committed Term. If the Client exceeds this not-to-exceed hourly total for three (3) consecutive months during the Committed Term, the Change Control Process may be initiated.			
		TOTAL:	USD 10,000.00

The Annual Services shall be provided by Accruent at the annual fee listed above for a Committed Term beginning on the Start Date and ending on End Date (the "Committed Term"). Thereafter, the Recurring Services shall renew on an annual basis at the then current fees. Annual fees will be paid annually in advance with the first payment invoiced upon execution of this SOW. The annual fees do not include any applicable taxes. All invoices shall be due within Net 30 days of date of invoice.

Services shall not be scheduled or started pursuant to this SOW if Client has an Account Receivable balance with Accruent that is more than 30 days deliquent.

Additional Terms

1 The pricing and offer in this Order Document are provided in return for an executed Order Document received by Accruent by the Quote Expiration date listed above.

2 The Order Document has an effective date of 9/9/2024 ("Effective Date").

3 Unless Client has a separate negotiated master services agreement or other binding agreement in place with Accruent, by signing below, Client agrees that this Order Document is subject to the end user license agreement set forth at: https://www.accruent.com/end_user_license_agreement.

4 Unless otherwise specified herein, Professional Services are governed by the terms set forth at: http://www.accruent.com/professional_services_terms.

5 If Client has ordered educational services, the Accruent Academy Terms shall apply, available at: http://www.accruent.com/academy_terms.

Acknowledged and Agreed by the Duly Authorized Representatives of the Parties

Client: Otb Acquisition LLC	**Accruent, LLC** DocuSigned by:
Signature: Signed by: F71DBE74DFBA4E7...	**Signature:** Cintia Griffante AF2F59CBF9B2468...
Print Name: Eric Easton	**Print Name:** Cintia Griffante
Title: CFO	**Title:** Manager Operations
Date: 8/16/2024	**Effective Date:** 9/9/2024
Accruent requires a PO, send PO to your Accruent representative or customerpo@accruent.com. To avoid invoicing issues or a potential disruption in your services, please include the Quote # above in your PO.	
If you are tax exempt, provide exemption certification to your Accruent representative or salestax@accruent.com.	

Subscription Services

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Lx Managed Services

Scope Description

Under this Order Document, Accruent Subscription Service will provide business analysis and will drive process improvement within the Lucernex Contracts and Projects modules for the Client. This includes providing ongoing maintenance of the Lucernex application based on implementation configuration, serving as the liaison between business users and Lucernex Support, creating new configurations within Lucernex such as Forms, Reports, Summary Pages, Folders, and Workflows, suggesting process improvements, and assist in rolling out improvements via change management, and provide a walkthrough of new functionality after software release cycle(s).

Accruent Subscription Services will provide the following after the implementation of the Lucernex application and Client is transitioned to Client Success:

- Review and analyze current and potential future use of Lucernex
- Ongoing Security and Membership maintenance of Lucernex Members.
- Ongoing Entity maintenance within the Lucernex application
- Maintain and modify client drop-down values within the Lucernex application.
- Maintain and modify custom lists within the Lucernex application
- Organization Chart revisions within the Lucernex application
- Fiscal calendar revisions within the Lucernex application
- Liaise with business users and the Accruent Lucernex Support team. Inform business of new and coming functionality within the application
- Creation of new configurations within Lucernex. This includes Forms, Reports, Summary Pages, Folders and Workflows
- Creation of new Security and Membership profiles
- Requirements gathering and design for all configuration items
- Development and testing for all configuration items
- Lucernex integrations management and revisions.
- Workflow, Forms, Summary Pages, and Reports revision of the configured item delivered via the implementation
- Success Plan
  - Action plan to be reviewed and updated in progress meetings
- Semi-Annual Business Reviews
  - Compilation of data into charts and tables to visually indicate several key performance indicators
  - A summary document and/or presentation deck including graphs, analysis, and recommendations based on Client data
  - A meeting with Client stakeholders to review the summary document and/or presentation
- Project Management Support
  - Success Plan review and tracking
  - Progress updates
  - Resource management and scheduling

This Order Document covers currently implemented Lucernex modules in your production environment. If Client purchased additional Lucernex Modules, a separate Subscription Services order must be generated at Client's request.

Subscription Services

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Subscription Service Assumptions

I. Accruent Roles and Responsibilities:

Role	Responsibilities
Project Sponsor	Is accountable for the successful subscription service delivery.
Project Manager	Will work hand in hand with Customer PM, assist in the creation of task plan, coordinate Accruent resources, manage budget and the participate in Progress Meetings. Client will coordinate the scheduling of any requested services with its Project Manager, and the parties shall mutually agree on an agreeable time frame for completion. The Project Manager will provide a Level of Effort ("LOE") for any requested tasks and assist in scheduling services. LOEs are strictly an estimate but Project Manager will communicate proactively if a deliverable requires more effort than the LOE. Upon receipt of a request for Service, the Accruent Project Manager will contact the Client to make arrangements to provide the Service.
Consultant	Will provide subject matter expertise and consulting for the duration of the Subscription agreement.
PS Engineer	Will provide technical subject matter expertise as needed throughout the Subscription agreement.

a. Commitment of the named resources is subject to availability. In case of the absence or illness of a designated Accruent specialist, Accruent will propose a suitable candidate for replacement.
b. A single resource may fill multiple roles, as described above.
c. The Accruent project manager is responsible for monitoring the time spent and ensuring the budget is not exceeded. Success Plan progress reports will be provided in the status meetings.
   i. Unused weekly hours may be banked and used at other times during the then-current term. It must respect the Accruent consultant availability if they exceed the plan hours, but unconsumed hours will not carry over to the next annual period.
   ii. Each quarter, Accruent will review the hours used in the quarter and determine if any overage fees or adjustments are required. Accruent reserves the right to invoke a change order.
d. Backlog tasks will be prioritized and approved for delivery during the status meeting.
   i. Efforts against this Agreement can only occur with the mutual consent of the Customer Project Manager and Accruent Manager regarding schedule and activities.
e. Accruent does not guarantee that any specific deliverable will be provided within the allotted hours or that any specific resource will be available. Accruent shall be responsible for securing, managing, scheduling, coordinating, and supervising Accruent personnel, including its subcontractors, in performing the Subscription Services. Accruent shall have prior approval of the services to be provided for the hours listed herein.
f. Response times of Support do not apply to Subscription Services.
g. Accruent conducts work in English. All materials, project deliverable documentation, and written communication will be in English only.

II. Customer Roles and Responsibilities:

Role	Responsibilities
Project Sponsor	Is accountable for business/solution outcomes; determines subscription project success criteria and monitors project performance.

Subscription Services

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Project Manager	Will work hand in hand with Accruent PM, assist in the creation and maintenance of task plan, coordinate Customer resources, participate in Monthly Progress Meetings
Customer System/Process SME	Will provide guidance and expertise in the desired Customer outcomes. Will help drive the formation of the task list. Will bring additional resources as needed for consultation on Customer desired processes, outcomes and modifications during the term of the Agreement.

a. Customer will have the following in place prior to Accruent Subscription engagement:
b. Valid Support agreement with Accruent
c. A test environment
d. Authorized staff as defined above (a single resource may fill multiple roles)
e. If applicable, the customer shall provide remote access to a Maintenance Connection development, test, and production environment.
f. Customer is responsible for testing all new configurations and fixes (all testing must have supported test evidence to be accepted for release into the production environment).
g. Customer will be responsible for all issues related to source data quality.
h. Accruent is authorized to copy the metadata only to replicate the Customer's configuration.
i. Customer personnel will work with Accruent to prioritize the work to be done with the Accruent team within the contracted hours.

III. Travel:

a. Accruent Travel Policy Applies.

IV. Service Delivery:

a. Effort against this Agreement can only occur with the mutual consent of the Customer Project Manager and Accruent Project Manager regarding schedule and activities.
b. Change orders will be mutually agreed upon in writing between parties. Response times of Support do not apply to Accruent subscriptions.
c. The subscription agreement allows for termination by either party exclusively prior to the one-month notice period leading up to the commencement of the next project year cycle. To terminate the agreement, written notice must be provided no less than one month before the upcoming project year cycle starts. In the event of termination, the Customer is obligated to fulfill all financial commitments due up until the end of the notice period.
d. The allocation of resources will be assigned upon receiving the signed SOW.

V. Project Exclusions:

a. Any changes that require effort above the subscribed monthly hours subscription will be reviewed and may require a separate statement of work.
b. Software issues/defects will be handled by the Product Support Team.
c. All requests for customer reports will be reviewed on a case-by-case basis. If it is determined that the estimated level of effort and the required complexity exceed the scope of this agreement, the work will be delivered under a separate statement of work.