

Fill in this information to identify the case:Debtor OTB Acquisition LLCUnited States Bankruptcy Court for the: Northern District of Georgia
(State)Case number 25-52416**Modified 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.

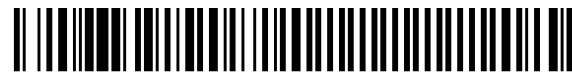
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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?	<u>Best Restaurant Equipment and Design, Inc.</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <u>See summary page</u> Contact phone <u>614-488-2378</u> Contact email <u>LWADDLE@BESTRESTAURANT.COM</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim? \$ <u>153,698.99</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> 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?	<p>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 health care information.</p> <p><u>Goods Sold and Delivered / Credit Agreement</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> Basis for perfection: _____ <small>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.)</small> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount 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) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



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

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

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ 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.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

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 acknowledgement 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 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 05/12/2025
MM / DD / YYYY

/s/RANDAL D ROBINSON
Signature

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

Name RANDAL D ROBINSON
First name Middle name Last name

Title Attorney

Company BURMAN and ROBINSON
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 580 S. HIGH ST., SUITE 250, COLUMBUS, OH, 43215, United States

Contact phone 614-221-8900 Email robinson@burmanrobinson.com



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 647-1744 | International (310) 751-2628

Debtor: 25-52416 - OTB Acquisition LLC		
District: Northern District of Georgia, Atlanta Division		
Creditor: Best Restaurant Equipment and Design, Inc. 4020 BUSINESS PARK DRIVE COLUMBUS, OHIO, 43204 United States Phone: 614-488-2378 Phone 2: Fax: Email: LWADDLE@BESTRESTAURANT.COM	Has Supporting Documentation: Yes, supporting documentation successfully uploaded	
	Related Document Statement:	
	Has Related Claim: No	
	Related Claim Filed By:	
Filing Party: Authorized agent		
Other Names Used with Debtor:	Amends Claim: No	
	Acquired Claim: No	
Basis of Claim: Goods Sold and Delivered / Credit Agreement	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 153,698.99	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No	Nature of Secured Amount:	
Amount of 503(b)(9): No	Value of Property:	
Based on Lease: No	Annual Interest Rate:	
Subject to Right of Setoff: No	Arrearage Amount:	
	Basis for Perfection:	
	Amount Unsecured:	
Submitted By: RANDAL D ROBINSON on 12-May-2025 8:00:05 p.m. Pacific Time		
Title: Attorney		
Company: BURMAN and ROBINSON		
Optional Signature Address: 580 S. HIGH ST. SUITE 250 COLUMBUS, OH, 43215 United States Telephone Number: 614-221-8900 Email: robinson@burmanrobinson.com		

EXHIBIT “A”

ITEMIZED SUMMARY OF UNPAID
INVOICES AND FINANCE CHARGES
(\$153,698.99)
AS OF MARCH 3, 2025

Customer		Document		Age of		Current					Total Due	
Number	Customer Name	Terms	Document Type	Due Date	Invoice Customer PO	Current	1 to 30 Days	Over 30	Over 60	Over 90		
16533	ON THE BORDER-CARY	Net 10	163022 INV	7/31/2024	217 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$1,224.42	\$1,224.42	
16566	ON THE BORDER-GRAND PRAIRIE	Net 10	163031 INV	7/31/2024	217 RE: PO#7124221	\$0.00	\$0.00	\$0.00	\$0.00	\$2,599.80	\$2,599.80	
16496	ON THE BORDER-JORDAN CREEK	Net 10	163045 INV	7/31/2024	217 RE: Jim DiPietro	\$0.00	\$0.00	\$0.00	\$0.00	\$4,135.79	\$4,135.79	
15982	ON THE BORDER-WICHITA FALLS	Net 10	163415 INV	8/9/2024	208 RE: J. SINCLAIR	\$0.00	\$0.00	\$0.00	\$0.00	\$636.24	\$636.24	
16576	ON THE BORDER-FOSSIL CREEK	Net 10	163422 INV	8/9/2024	208 RE: PO#71924092	\$0.00	\$0.00	\$0.00	\$0.00	\$1,657.89	\$1,657.89	
16578	ON THE BORDER-WEST SPRINGFIELD	Net 10	163426 INV	8/9/2024	208 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$1,804.06	\$1,804.06	
16579	ON THE BORDER-TOWSON	Net 10	163427 INV	8/9/2024	208 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$1,839.01	\$1,839.01	
16221	ON THE BORDER-WEATHERFORD	Net 10	163573 INV	8/14/2024	203 RE: PO#72624183	\$0.00	\$0.00	\$0.00	\$0.00	\$2,312.41	\$2,312.41	
16466	ON THE BORDER-LAKE WORTH	Net 10	163941 INV	8/21/2024	196 PO: 53124240	\$0.00	\$0.00	\$0.00	\$0.00	\$2,365.46	\$2,365.46	
16573	ON THE BORDER-ALCONQUA	Net 10	163950 INV	8/22/2024	195	\$0.00	\$0.00	\$0.00	\$0.00	\$4,060.44	\$4,060.44	
16570	ON THE BORDER-TEXARKANA	Net 10	164103 INV	8/22/2024	194 RE: PO#71524181	\$0.00	\$0.00	\$0.00	\$0.00	\$5,995.98	\$5,995.98	
16506	ON THE BORDER-WARWICK	Net 10	164104 INV	8/23/2024	194 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$6,537.28	\$6,537.28	
16565	ON THE BORDER-NESHAMINY MALL	Net 10	164113 INV	8/23/2024	194 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$9,172.18	\$9,172.18	
16591	ON THE BORDER-LOVELAND	Net 10	164316 INV	8/29/2024	188 RE: PO#80824187	\$0.00	\$0.00	\$0.00	\$0.00	\$3,099.03	\$3,099.03	
16579	ON THE BORDER-TOWSON	Net 10	164408 INV	8/30/2024	187 RE: J. ROMERO	\$0.00	\$0.00	\$0.00	\$0.00	\$299.83	\$299.83	
16578	ON THE BORDER-WEST SPRINGFIELD	Net 10	164410 INV	8/30/2024	187 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$5,824.68	\$5,824.68	
16391	ON THE BORDER-BURLESON	Net 10	164412 INV	8/30/2024	187 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$4,406.62	\$4,406.62	
16145	ON THE BORDER-WOBBURN	Net 10	164427 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$77.39	\$77.39	
16159	ON THE BORDER-MERIDIAN	Net 10	164428 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$23.05	\$23.05	
16438	ON THE BORDER-WOODBRIDGE	Net 10	164429 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$82.05	\$82.05	
16242	ON THE BORDER-E COLORADO SPRINGS	Net 10	164433 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$67.37	\$67.37	
15982	ON THE BORDER-WICHITA FALLS	Net 10	164439 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$16.66	\$16.66	
16407	ON THE BORDER-EXTON	Net 10	164446 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$60.19	\$60.19	
16020	ON THE BORDER-MT LAUREL TOWNSHIP	Net 10	164462 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$42.66	\$42.66	
16377	ON THE BORDER-OAK PARK	Net 10	164463 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$111.42	\$111.42	
16519	ON THE BORDER-PRINCETON	Net 10	164465 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$50.67	\$50.67	
16518	ON THE BORDER-FIREWHEEL	Net 10	164471 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$60.84	\$60.84	
16533	ON THE BORDER-PROMENADE	Net 10	164472 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$34.04	\$34.04	
16527	ON THE BORDER-BEDFORD	Net 10	164475 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$49.98	\$49.98	
16565	ON THE BORDER-NESHAMINY MALL	Net 10	164477 INV	9/3/2024	183	\$0.00	\$0.00	\$0.00	\$0.00	\$49.76	\$49.76	
16553	ON THE BORDER-WOLFCHASE	Net 10	164486 INV	9/4/2024	182 RE: K. WHEATON	\$0.00	\$0.00	\$0.00	\$0.00	\$3,161.57	\$3,161.57	
16572	ON THE BORDER-GREENVILLE	Net 10	164678 INV	9/10/2024	176 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$2,502.64	\$2,502.64	
16578	ON THE BORDER-WEST SPRINGFIELD	Net 10	164680 INV	9/10/2024	176 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$3,030.90	\$3,030.90	
16585	ON THE BORDER-WEST SPRINGFIELD	Net 10	164725 INV	9/10/2024	176 RE: A. PIRONTI	\$0.00	\$0.00	\$0.00	\$0.00	\$1,661.98	\$1,661.98	
16576	ON THE BORDER-W WICHITA	Net 10	164732 INV	9/10/2024	176 RE: PO#73024170	\$0.00	\$0.00	\$0.00	\$0.00	\$960.33	\$960.33	
16407	ON THE BORDER-EXTON	Net 10	164906 INV	9/17/2024	169 RE: B. SHAUGHNESSY	\$0.00	\$0.00	\$0.00	\$0.00	\$1,079.00	\$1,079.00	
16104	ON THE BORDER-MANSFIELD	Net 10	164991 INV	9/19/2024	167 TEST: ON THE BORDER-MANSFIELD	\$0.00	\$0.00	\$0.00	\$0.00	\$1,839.46	\$1,839.46	
16595	ON THE BORDER-HICKSVILLE	Net 10	164997 INV	9/19/2024	167 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$4,556.22	\$4,556.22	
16242	ON THE BORDER-E COLORADO SPRINGS	Net 10	165092 INV	9/20/2024	166 RE: K. WHEATON	\$0.00	\$0.00	\$0.00	\$0.00	\$1,116.15	\$1,116.15	
16359	ON THE BORDER-COLUMBIA	Net 10	165299 INV	9/26/2024	160 RE: N. SCIPIONE	\$0.00	\$0.00	\$0.00	\$0.00	\$1,333.35	\$1,333.35	
16010	ON THE BORDER-NORTHLAKE	Net 10	165301 INV	9/26/2024	160 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$3,107.93	\$3,107.93	
16353	ON THE BORDER-CARY	Net 10	165308 INV	9/26/2024	160 RE: J. DIPIETRO	\$0.00	\$0.00	\$0.00	\$0.00	\$2,564.93	\$2,564.93	
16227	ON THE BORDER-LONGVIEW	Net 10	165331 INV	9/26/2024	160 RE: K. WHEATON	\$0.00	\$0.00	\$0.00	\$0.00	\$2,668.23	\$2,668.23	
16159	ON THE BORDER-MERIDIAN	Net 10	165449 INV	10/1/2024	155	\$0.00	\$0.00	\$0.00	\$0.00	\$25.81	\$25.81	
16438	ON THE BORDER-WOODBRIDGE	Net 10	165450 INV	10/1/2024	155	\$0.00	\$0.00	\$0.00	\$0.00	\$34.81	\$34.81	
16256	ON THE BORDER-ORANGE	Net 10	165454 INV	10/1/2024	155	\$0.00	\$0.00	\$0.00	\$0.00	\$43.34	\$43.34	
15982	ON THE BORDER-WICHITA FALLS	Net 10	165462 INV	10/1/2024	155	\$0.00	\$0.00	\$0.00	\$0.00	\$7.22	\$7.22	
16466	ON THE BORDER-LAKE WORTH	Net 10	165464 INV	10/1/2024	155	\$0.00	\$0.00	\$0.00	\$0.00	\$12.83	\$12.83	

16496 ON THE BORDER-JORDAN CREEK	Net 10	165465 INV	10/11/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$65.27	\$65.27
16573 ON THE BORDER-ALGONQUIN	Net 10	165466 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$83.06	\$83.06
16407 ON THE BORDER-EXTON	Net 10	165474 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$124.97	\$124.97
16576 ON THE BORDER-FOSSIL CREEK	Net 10	165476 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$18.80	\$18.80
16353 ON THE BORDER-CARY	Net 10	165483 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$19.32	\$19.32
16555 ON THE BORDER-HOLTSVILLE	Net 10	165485 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$115.03	\$115.03
16578 ON THE BORDER-WEST SPRINGFIELD	Net 10	165486 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$26.21	\$26.21
16020 ON THE BORDER-MT LAUREL TOWNSHIP	Net 10	165491 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$51.93	\$51.93
16506 ON THE BORDER-WARWICK	Net 10	165492 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$172.37	\$172.37
16519 ON THE BORDER-PRINCETON	Net 10	165493 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$96.57	\$96.57
16566 ON THE BORDER-GRAND PRAIRIE	Net 10	165495 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$41.03	\$41.03
16579 ON THE BORDER-TOWSON	Net 10	165496 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$20.86	\$20.86
16221 ON THE BORDER-WEATHERFORD	Net 10	165502 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$20.53	\$20.53
16527 ON THE BORDER-BEDFORD	Net 10	165503 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$60.85	\$60.85
16553 ON THE BORDER-WOLFCHASE	Net 10	165504 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$51.14	\$51.14
16565 ON THE BORDER-NESHAMINY MALL	Net 10	165505 INV	10/1/2024	155		\$0.00	\$0.00	\$0.00	\$0.00	\$126.65	\$126.65
16242 ON THE BORDER-E COLORADO SPRINGS	Net 10	165641 INV	10/8/2024	148 RE: K. WHEATON		\$0.00	\$0.00	\$0.00	\$0.00	\$1,942.91	\$1,942.91
16391 ON THE BORDER-BURLESON	Net 10	166289 INV	10/26/2024	130 RE: K. WHEATON		\$0.00	\$0.00	\$0.00	\$0.00	\$2,869.63	\$2,869.63
16487 ON THE BORDER-WEST INDY	Net 10	166296 INV	10/26/2024	130 RE: B. SHAUGHNESSY		\$0.00	\$0.00	\$0.00	\$0.00	\$4,380.91	\$4,380.91
16579 ON THE BORDER-TOWSON	Net 10	166297 INV	10/26/2024	130 RE: N. SCIPIONE		\$0.00	\$0.00	\$0.00	\$0.00	\$998.95	\$998.95
16353 ON THE BORDER-CARY	Net 10	166314 INV	10/26/2024	130 RE: B. SHAUGHNESSY		\$0.00	\$0.00	\$0.00	\$0.00	\$4,400.70	\$4,400.70
16287 ON THE BORDER-ROCKY HILL	Net 10	166493 INV	10/31/2024	125 RE: J. DIPIETRO		\$0.00	\$0.00	\$0.00	\$0.00	\$4,623.23	\$4,623.23
15983 ON THE BORDER-WILLOWBEND	Net 10	166494 INV	10/31/2024	125 RE: K. WHEATON		\$0.00	\$0.00	\$0.00	\$0.00	\$11,691.92	\$11,691.92
16506 ON THE BORDER-WARWICK	Net 10	166604 INV	10/31/2024	125 RE: B. SHAUGHNESSY		\$0.00	\$0.00	\$0.00	\$0.00	\$6,701.67	\$6,701.67
16650 ON THE BORDER-ALLEN PARK	Net 10	166834 INV	11/7/2024	118 RE: B. SHAUGHNESSY		\$0.00	\$0.00	\$0.00	\$0.00	\$6,694.89	\$6,694.89
16415 ON THE BORDER-SUPERSTITION SPRING	Net 10	166838 INV	11/7/2024	118 RE: K. WHEATON		\$0.00	\$0.00	\$0.00	\$0.00	\$3,087.58	\$3,087.58
16603 ON THE BORDER-SHERWOOD	Net 10	166844 INV	11/8/2024	117 RE: J. DIPIETRO		\$0.00	\$0.00	\$0.00	\$0.00	\$4,574.90	\$4,574.90
16487 ON THE BORDER-WEST INDY	Net 10	167549 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$15.12	\$15.12
16010 ON THE BORDER-NORTHLAKE	Net 10	167553 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$56.71	\$56.71
16227 ON THE BORDER-LONGVIEW	Net 10	167554 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$48.69	\$48.69
16242 ON THE BORDER-E COLORADO SPRINGS	Net 10	167555 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$47.62	\$47.62
16391 ON THE BORDER-BURLESON	Net 10	167556 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$148.99	\$148.99
15982 ON THE BORDER-WICHITA FALLS	Net 10	167563 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$19.45	\$19.45
16466 ON THE BORDER-LAKE WORTH	Net 10	167566 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$72.32	\$72.32
16496 ON THE BORDER-JORDAN CREEK	Net 10	167567 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$126.45	\$126.45
16572 ON THE BORDER-GREENVILLE	Net 10	167568 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$65.41	\$65.41
16573 ON THE BORDER-ALGONQUIN	Net 10	167569 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$124.15	\$124.15
16591 ON THE BORDER-LOVELAND	Net 10	167570 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$99.34	\$99.34
16407 ON THE BORDER-EXTON	Net 10	167576 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$24.48	\$24.48
16576 ON THE BORDER-FOSSIL CREEK	Net 10	167577 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$50.69	\$50.69
16104 ON THE BORDER-MANSFIELD	Net 10	167581 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$39.91	\$39.91
16353 ON THE BORDER-CARY	Net 10	167582 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$99.43	\$99.43
16578 ON THE BORDER-WEST SPRINGFIELD	Net 10	167583 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$355.91	\$355.91
16359 ON THE BORDER-COLUMBIA	Net 10	167590 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$24.33	\$24.33
16506 ON THE BORDER-WARWICK	Net 10	167592 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$206.49	\$206.49
16566 ON THE BORDER-GRAND PRAIRIE	Net 10	167593 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$79.49	\$79.49
16579 ON THE BORDER-TOWSON	Net 10	167594 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$59.68	\$59.68
16585 ON THE BORDER-W WICHITA	Net 10	167595 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$25.10	\$25.10
16570 ON THE BORDER-TEXARKANA	Net 10	167599 INV	12/2/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$209.94	\$209.94

15983 ON THE BORDER-WILLOWBEND	Net 10	167601 INV	12/22/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$11.53	\$11.53
16221 ON THE BORDER-WEATHERFORD	Net 10	167602 INV	12/22/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$70.70	\$70.70
16553 ON THE BORDER-WOLFCHASE	Net 10	167603 INV	12/22/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$91.99	\$91.99
16555 ON THE BORDER-NESHAMINY MALL	Net 10	167604 INV	12/22/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$280.44	\$280.44
16595 ON THE BORDER-HICKSVILLE	Net 10	167605 INV	12/22/2024	93		\$0.00	\$0.00	\$0.00	\$0.00	\$98.86	\$98.86
16255 ON THE BORDER-KISSIMMEE	Net 10	167802 INV	12/6/2024	89	RE: B. SHAUGHNESSY	\$0.00	\$0.00	\$3,370.57	\$0.00	\$3,370.57	\$3,370.57
16487 ON THE BORDER-WEST INDY	Net 10	168534 INV	1/2/2025	62		\$0.00	\$0.00	\$66.97	\$0.00	\$66.97	\$66.97
16603 ON THE BORDER-SHERWOOD	Net 10	168538 INV	1/2/2025	62		\$0.00	\$0.00	\$56.40	\$0.00	\$56.40	\$56.40
16650 ON THE BORDER-ALLEN PARK	Net 10	168539 INV	1/2/2025	62		\$0.00	\$0.00	\$85.84	\$0.00	\$85.84	\$85.84
16010 ON THE BORDER-NORTHLAKE	Net 10	168541 INV	1/2/2025	62		\$0.00	\$0.00	\$47.51	\$0.00	\$47.51	\$47.51
16227 ON THE BORDER-LONGVIEW	Net 10	168543 INV	1/2/2025	62		\$0.00	\$0.00	\$40.79	\$0.00	\$40.79	\$40.79
16242 ON THE BORDER-E-COLORADO SPRINGS	Net 10	168544 INV	1/2/2025	62		\$0.00	\$0.00	\$46.77	\$0.00	\$46.77	\$46.77
16391 ON THE BORDER-BURLESON	Net 10	168545 INV	1/2/2025	62		\$0.00	\$0.00	\$111.24	\$0.00	\$111.24	\$111.24
15982 ON THE BORDER-WICHITA FALLS	Net 10	168547 INV	1/2/2025	62		\$0.00	\$0.00	\$9.73	\$0.00	\$9.73	\$9.73
16287 ON THE BORDER-ROCKY HILL	Net 10	168548 INV	1/2/2025	62		\$0.00	\$0.00	\$75.24	\$0.00	\$75.24	\$75.24
16466 ON THE BORDER-LAKE WORTH	Net 10	168549 INV	1/2/2025	62		\$0.00	\$0.00	\$36.16	\$0.00	\$36.16	\$36.16
16496 ON THE BORDER-JORDAN CREEK	Net 10	168550 INV	1/2/2025	62		\$0.00	\$0.00	\$63.23	\$0.00	\$63.23	\$63.23
16572 ON THE BORDER-GREENVILLE	Net 10	168551 INV	1/2/2025	62		\$0.00	\$0.00	\$38.26	\$0.00	\$38.26	\$38.26
16573 ON THE BORDER-ALGONQUIN	Net 10	168552 INV	1/2/2025	62		\$0.00	\$0.00	\$62.07	\$0.00	\$62.07	\$62.07
16591 ON THE BORDER-LOVELAND	Net 10	168553 INV	1/2/2025	62		\$0.00	\$0.00	\$47.38	\$0.00	\$47.38	\$47.38
16407 ON THE BORDER-EXTON	Net 10	168559 INV	1/2/2025	62		\$0.00	\$0.00	\$16.50	\$0.00	\$16.50	\$16.50
16576 ON THE BORDER-F-OSSIL CREEK	Net 10	168560 INV	1/2/2025	62		\$0.00	\$0.00	\$25.35	\$0.00	\$25.35	\$25.35
16104 ON THE BORDER-MANSFIELD	Net 10	168562 INV	1/2/2025	62		\$0.00	\$0.00	\$28.12	\$0.00	\$28.12	\$28.12
16353 ON THE BORDER-CARY	Net 10	168563 INV	1/2/2025	62		\$0.00	\$0.00	\$125.21	\$0.00	\$125.21	\$125.21
16578 ON THE BORDER-WEST SPRINGFIELD	Net 10	168564 INV	1/2/2025	62		\$0.00	\$0.00	\$188.37	\$0.00	\$188.37	\$188.37
16359 ON THE BORDER-COLUMBIA	Net 10	168568 INV	1/2/2025	62		\$0.00	\$0.00	\$20.38	\$0.00	\$20.38	\$20.38
16506 ON THE BORDER-MARWICK	Net 10	168569 INV	1/2/2025	62		\$0.00	\$0.00	\$202.39	\$0.00	\$202.39	\$202.39
16566 ON THE BORDER-GRAND PRAIRIE	Net 10	168570 INV	1/2/2025	62		\$0.00	\$0.00	\$39.74	\$0.00	\$39.74	\$39.74
16579 ON THE BORDER-TOWSON	Net 10	168571 INV	1/2/2025	62		\$0.00	\$0.00	\$43.39	\$0.00	\$43.39	\$43.39
16585 ON THE BORDER-W WICHTA	Net 10	168572 INV	1/2/2025	62		\$0.00	\$0.00	\$14.68	\$0.00	\$14.68	\$14.68
16570 ON THE BORDER-TEXARKANA	Net 10	168574 INV	1/2/2025	62		\$0.00	\$0.00	\$91.66	\$0.00	\$91.66	\$91.66
15983 ON THE BORDER-WILLOWBEND	Net 10	168577 INV	1/2/2025	62		\$0.00	\$0.00	\$178.74	\$0.00	\$178.74	\$178.74
16221 ON THE BORDER-WEATHERFORD	Net 10	168578 INV	1/2/2025	62		\$0.00	\$0.00	\$35.35	\$0.00	\$35.35	\$35.35
16415 ON THE BORDER-SUPERSTITION SPRING	Net 10	168580 INV	1/2/2025	62		\$0.00	\$0.00	\$39.59	\$0.00	\$39.59	\$39.59
16553 ON THE BORDER-WOLFCHASE	Net 10	168581 INV	1/2/2025	62		\$0.00	\$0.00	\$48.33	\$0.00	\$48.33	\$48.33
16565 ON THE BORDER-NESHAMINY MALL	Net 10	168582 INV	1/2/2025	62		\$0.00	\$0.00	\$140.22	\$0.00	\$140.22	\$140.22
16595 ON THE BORDER-HICKSVILLE	Net 10	168583 INV	1/2/2025	62		\$0.00	\$0.00	\$69.65	\$0.00	\$69.65	\$69.65
16487 ON THE BORDER-WEST INDY	Net 10	169437 INV	2/3/2025	30		\$0.00	\$0.00	\$0.00	\$0.00	\$69.13	\$69.13
16603 ON THE BORDER-SHERWOOD	Net 10	169440 INV	2/3/2025	30		\$0.00	\$0.00	\$72.20	\$0.00	\$72.20	\$72.20
16650 ON THE BORDER-ALLEN PARK	Net 10	169441 INV	2/3/2025	30		\$0.00	\$0.00	\$105.65	\$0.00	\$105.65	\$105.65
16010 ON THE BORDER-NORTHLAKE	Net 10	169444 INV	2/3/2025	30		\$0.00	\$0.00	\$49.05	\$0.00	\$49.05	\$49.05
16227 ON THE BORDER-LONGVIEW	Net 10	169445 INV	2/3/2025	30		\$0.00	\$0.00	\$42.11	\$0.00	\$42.11	\$42.11
16242 ON THE BORDER-E-COLORADO SPRINGS	Net 10	169446 INV	2/3/2025	30		\$0.00	\$0.00	\$48.27	\$0.00	\$48.27	\$48.27
16391 ON THE BORDER-BURLESON	Net 10	169447 INV	2/3/2025	30		\$0.00	\$0.00	\$114.83	\$0.00	\$114.83	\$114.83
15982 ON THE BORDER-WICHITA FALLS	Net 10	169452 INV	2/3/2025	30		\$0.00	\$0.00	\$10.04	\$0.00	\$10.04	\$10.04
16287 ON THE BORDER-ROCKY HILL	Net 10	169454 INV	2/3/2025	30		\$0.00	\$0.00	\$72.96	\$0.00	\$72.96	\$72.96
16466 ON THE BORDER-LAKE WORTH	Net 10	169455 INV	2/3/2025	30		\$0.00	\$0.00	\$37.33	\$0.00	\$37.33	\$37.33
16496 ON THE BORDER-JORDAN CREEK	Net 10	169456 INV	2/3/2025	30		\$0.00	\$0.00	\$65.27	\$0.00	\$65.27	\$65.27
16572 ON THE BORDER-GREENVILLE	Net 10	169457 INV	2/3/2025	30		\$0.00	\$0.00	\$39.49	\$0.00	\$39.49	\$39.49

16573 ON THE BORDER-ALGONQUIN	Net 10	169458 INV	2/3/2025	30		\$0.00	\$64.08	\$0.00	\$0.00	\$0.00	\$64.08
16591 ON THE BORDER-LOVELAND	Net 10	169459 INV	2/3/2025	30		\$0.00	\$48.91	\$0.00	\$0.00	\$0.00	\$48.91
16407 ON THE BORDER-EXTON	Net 10	169465 INV	2/3/2025	30		\$0.00	\$17.03	\$0.00	\$0.00	\$0.00	\$17.03
16576 ON THE BORDER-FOSSIL CREEK	Net 10	169466 INV	2/3/2025	30		\$0.00	\$26.16	\$0.00	\$0.00	\$0.00	\$26.16
16104 ON THE BORDER-MANSFIELD	Net 10	169467 INV	2/3/2025	30		\$0.00	\$29.03	\$0.00	\$0.00	\$0.00	\$29.03
16255 ON THE BORDER-KISSIMMEE	Net 10	169468 INV	2/3/2025	30		\$0.00	\$48.20	\$0.00	\$0.00	\$0.00	\$48.20
16353 ON THE BORDER-CARY	Net 10	169469 INV	2/3/2025	30		\$0.00	\$129.25	\$0.00	\$0.00	\$0.00	\$129.25
16578 ON THE BORDER-WEST SPRINGFIELD	Net 10	169470 INV	2/3/2025	30		\$0.00	\$194.45	\$0.00	\$0.00	\$0.00	\$194.45
16359 ON THE BORDER-COLUMBIA	Net 10	169472 INV	2/3/2025	30		\$0.00	\$21.04	\$0.00	\$0.00	\$0.00	\$21.04
16506 ON THE BORDER-WARWICK	Net 10	169473 INV	2/3/2025	30		\$0.00	\$208.92	\$0.00	\$0.00	\$0.00	\$208.92
16566 ON THE BORDER-GRAND PRAIRIE	Net 10	169474 INV	2/3/2025	30		\$0.00	\$41.03	\$0.00	\$0.00	\$0.00	\$41.03
16579 ON THE BORDER-TOWSON	Net 10	169475 INV	2/3/2025	30		\$0.00	\$44.79	\$0.00	\$0.00	\$0.00	\$44.79
16585 ON THE BORDER-W WICHITA	Net 10	169476 INV	2/3/2025	30		\$0.00	\$15.15	\$0.00	\$0.00	\$0.00	\$15.15
15983 ON THE BORDER-TEXARKANA	Net 10	169479 INV	2/3/2025	30		\$0.00	\$94.62	\$0.00	\$0.00	\$0.00	\$94.62
16221 ON THE BORDER-WEATHERFORD	Net 10	169482 INV	2/3/2025	30		\$0.00	\$184.51	\$0.00	\$0.00	\$0.00	\$184.51
16415 ON THE BORDER-SUPERSTITION SPRING	Net 10	169483 INV	2/3/2025	30		\$0.00	\$36.49	\$0.00	\$0.00	\$0.00	\$36.49
16553 ON THE BORDER-WOLFCHASE	Net 10	169485 INV	2/3/2025	30		\$0.00	\$48.72	\$0.00	\$0.00	\$0.00	\$48.72
16565 ON THE BORDER-NESHAMINY MALL	Net 10	169488 INV	2/3/2025	30		\$0.00	\$49.89	\$0.00	\$0.00	\$0.00	\$49.89
16595 ON THE BORDER-HICKSVILLE	Net 10	169489 INV	2/3/2025	30		\$0.00	\$144.74	\$0.00	\$0.00	\$0.00	\$144.74
16487 ON THE BORDER-WEST INDY	Net 10	170341 INV	3/3/2025	2		\$0.00	\$71.90	\$0.00	\$0.00	\$0.00	\$71.90
16603 ON THE BORDER-SHERWOOD	Net 10	170344 INV	3/3/2025	2		\$0.00	\$60.49	\$0.00	\$0.00	\$0.00	\$60.49
16650 ON THE BORDER-ALLEN PARK	Net 10	170345 INV	3/3/2025	2		\$0.00	\$63.17	\$0.00	\$0.00	\$0.00	\$63.17
16010 ON THE BORDER-NORTHLAKE	Net 10	170349 INV	3/3/2025	2		\$0.00	\$92.44	\$0.00	\$0.00	\$0.00	\$92.44
16227 ON THE BORDER-LONGVIEW	Net 10	170350 INV	3/3/2025	2		\$0.00	\$42.91	\$0.00	\$0.00	\$0.00	\$42.91
16242 ON THE BORDER-E COLORADO SPRINGS	Net 10	170351 INV	3/3/2025	2		\$0.00	\$36.84	\$0.00	\$0.00	\$0.00	\$36.84
16391 ON THE BORDER-BURLESON	Net 10	170352 INV	3/3/2025	2		\$0.00	\$42.24	\$0.00	\$0.00	\$0.00	\$42.24
15982 ON THE BORDER-WICHITA FALLS	Net 10	170358 INV	3/3/2025	2		\$0.00	\$100.47	\$0.00	\$0.00	\$0.00	\$100.47
16287 ON THE BORDER-ROCKY HILL	Net 10	170360 INV	3/3/2025	2		\$0.00	\$8.79	\$0.00	\$0.00	\$0.00	\$8.79
16466 ON THE BORDER-LAKE WORTH	Net 10	170361 INV	3/3/2025	2		\$0.00	\$63.84	\$0.00	\$0.00	\$0.00	\$63.84
16496 ON THE BORDER-JORDAN CREEK	Net 10	170362 INV	3/3/2025	2		\$0.00	\$32.66	\$0.00	\$0.00	\$0.00	\$32.66
16572 ON THE BORDER-GREENVILLE	Net 10	170363 INV	3/3/2025	2		\$0.00	\$57.11	\$0.00	\$0.00	\$0.00	\$57.11
16573 ON THE BORDER-ALGONQUIN	Net 10	170364 INV	3/3/2025	2		\$0.00	\$34.56	\$0.00	\$0.00	\$0.00	\$34.56
16591 ON THE BORDER-LOVELAND	Net 10	170365 INV	3/3/2025	2		\$0.00	\$56.07	\$0.00	\$0.00	\$0.00	\$56.07
16407 ON THE BORDER-EXTON	Net 10	170369 INV	3/3/2025	2		\$0.00	\$42.79	\$0.00	\$0.00	\$0.00	\$42.79
16576 ON THE BORDER-FOSSIL CREEK	Net 10	170370 INV	3/3/2025	2		\$0.00	\$14.90	\$0.00	\$0.00	\$0.00	\$14.90
16104 ON THE BORDER-MANSFIELD	Net 10	170372 INV	3/3/2025	2		\$0.00	\$22.89	\$0.00	\$0.00	\$0.00	\$22.89
16255 ON THE BORDER-KISSIMMEE	Net 10	170373 INV	3/3/2025	2		\$0.00	\$25.40	\$0.00	\$0.00	\$0.00	\$25.40
16353 ON THE BORDER-CARY	Net 10	170374 INV	3/3/2025	2		\$0.00	\$46.54	\$0.00	\$0.00	\$0.00	\$46.54
16578 ON THE BORDER-WEST SPRINGFIELD	Net 10	170375 INV	3/3/2025	2		\$0.00	\$113.09	\$0.00	\$0.00	\$0.00	\$113.09
16359 ON THE BORDER-COLUMBIA	Net 10	170378 INV	3/3/2025	2		\$0.00	\$170.14	\$0.00	\$0.00	\$0.00	\$170.14
16506 ON THE BORDER-WARWICK	Net 10	170379 INV	3/3/2025	2		\$0.00	\$18.41	\$0.00	\$0.00	\$0.00	\$18.41
16566 ON THE BORDER-GRAND PRAIRIE	Net 10	170380 INV	3/3/2025	2		\$0.00	\$182.81	\$0.00	\$0.00	\$0.00	\$182.81
16579 ON THE BORDER-TOWSON	Net 10	170381 INV	3/3/2025	2		\$0.00	\$35.90	\$0.00	\$0.00	\$0.00	\$35.90
16585 ON THE BORDER-W WICHITA	Net 10	170382 INV	3/3/2025	2		\$0.00	\$39.19	\$0.00	\$0.00	\$0.00	\$39.19
16570 ON THE BORDER-TEXARKANA	Net 10	170384 INV	3/3/2025	2		\$0.00	\$13.26	\$0.00	\$0.00	\$0.00	\$13.26
15983 ON THE BORDER-WILLOWBEND	Net 10	170388 INV	3/3/2025	2		\$0.00	\$82.79	\$0.00	\$0.00	\$0.00	\$82.79
16221 ON THE BORDER-WEATHERFORD	Net 10	170389 INV	3/3/2025	2		\$0.00	\$161.44	\$0.00	\$0.00	\$0.00	\$161.44
16415 ON THE BORDER-SUPERSTITION SPRING	Net 10	170391 INV	3/3/2025	2		\$0.00	\$31.93	\$0.00	\$0.00	\$0.00	\$31.93
						\$0.00	\$42.63	\$0.00	\$0.00	\$0.00	\$42.63

[illegible]

EXHIBIT “B”

CREDIT AGREEMENT

July 7, 2021



RESTAURANT EQUIPMENT & DESIGN, INC.®

"An Employee-Owned Company"

4020 Business Park Drive

Columbus, Ohio 43204

(614)488-2378 ♦ (614)488-4732 Fax

15790

CREDIT APPLICATION

Legal Name of Business: OTB Acquisition LLC (hereafter "Applicant")

Trade Name, if any: On The Border Mexican Grill and Cantina

Principal Office Address: 2201 W. Royal Lane, Suite 240, Irving, TX 75063

Mailing Address: 2201 W. Royal Lane, Suite 240, Irving, TX 75063

Business Phone: 972-499-3000 Business Fax: N/A

Applicant Email Address: Keith.wheaton@ontheborder.com Applicant Website Address: Ontheborder.com

Mailing Address: 2201 W. Royal Lane, Suite 240, Irving, TX 75063

Effective date of Application: 7/7/2021

☒ This is an application to establish a new account

☐ This is an amendment or renewal of an application previously submitted to BEST

This Application is submitted to **BEST Restaurant Equipment & Design, Inc.®** ("BEST") on behalf of Applicant.

INFORMATION ABOUT APPLICANT

Date Business Established: 2010 Number of Employees: 4,500 Approximate Annual Sales: \$300MM



RESTAURANT EQUIPMENT & DESIGN, INC.®

"An Employee-Owned Company"

4020 Business Park Drive

Columbus, Ohio 43204

(614)488-2378 ♦ (614)488-4732 Fax

Applicant is organized as _____ Corporation ☒ Limited Liability Company. If so, provide:

Name of President or Managing Agent: N/A - Owned by Private Equity

Home Address: _____

State of Incorporation: _____

Date Incorporated: _____ Charter Number: _____

Taxpayer ID / EIN: 27-2118500

Applicant is ☒ Partnership _____ Sole Proprietor. If so, provide:

Name of Proprietor or Managing Partner: N/A - Owned by Private Equity

Home Address: _____

Social Security Number: _____

Name(s) of additional Partners: (attach additional sheet if necessary):

Name of Partner: _____

Home Address: _____

Social Security Number: _____

Name of Partner: _____

Home Address: _____

Social Security Number: _____

THE PROPRIETOR, PARTNER OR CORPORATE OFFICER IDENTIFIED ABOVE ACKNOWLEDGES THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE COMPANY LISTED ABOVE AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME AS BEST RESTAURANT MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.

TRADE / BANK REFERENCES

Applicant undersigned hereby authorizes the below listed banks, trade creditors and credit bureaus to release all credit information requested by BEST, its successors or assigns, or its authorized representatives. Applicant further authorizes BEST to exchange information with Applicant's other creditors.

Trade References

1. Contact Name: Ben E. Keith
Principal Office Address: 7600 Will Rogers Blvd. Ft. Worth, TX 76140
Mailing Address: 7600 Will Rogers Blvd. Ft. Worth, TX 76140
Business Phone: 817-759-6834 Business Fax: 817-759-6876



RESTAURANT EQUIPMENT & DESIGN, INC.®

"An Employee-Owned Company"

4020 Business Park Drive

Columbus, Ohio 43204

(614)488-2378 ♦ (614)488-4732 Fax

2. Contact Name: Brothers Produce
Principal Office Address: 11411 Hillguard Rd., Dallas, TX 75243
Mailing Address: 11411 Hillguard Rd., Dallas, TX 75243
Business Phone: 214-428-6666 Business Fax: _____
3. Contact Name: Infosync Services
Principal Office Address: 1938 N. Woodlawn, Suite 300, Wichita, KS 67208
Mailing Address: 1938 N. Woodlawn, Suite 300, Wichita, KS 67208
Business Phone: 316-685-1622 Business Fax: N/A

Bank References

1. Name of Bank: Cadence Bank
Type of relationships ☒ Checking ☐ Savings ☐ Line of credit / loan ☐ Combination
Contact Name: Kacy Owsley
Principal Office Address: 2800 Post Oak Boulevard, Suite 3604, Houston, TX 77056
Mailing Address: 2800 Post Oak Boulevard, Suite 3604, Houston, TX 77056
Business Phone: 713-871-3917 Business Fax: _____
2. Name of Bank: _____
Type of relationships ☐ Checking ☐ Savings ☐ Line of credit / loan ☐ Combination
Contact Name: _____
Principal Office Address: _____
Mailing Address: _____
Business Phone: _____ Business Fax: _____
3. Name of Bank: _____
Type of relationships ☐ Checking ☐ Savings ☐ Line of credit / loan ☐ Combination
Contact Name: _____
Principal Office Address: _____
Mailing Address: _____
Business Phone: _____ Business Fax: _____

BILLING / PURCHASING INFORMATION

Expected annual purchases: N/A Credit line requested: N/A
Purchase orders required for all orders ☐ Yes ☐ No



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If no, list names of person(s) authorized to buy and best way to contact:

Keith Wheaton

Email or Phone

Invoices to be sent (select one)

X

Email to:

Keith.Wheaton@ontheborder.com

Fax to:

Monthly Statement Required

X

Yes

No

[Statements will be sent in same manner as invoice]

Name and title of accounts payable contact:

InfoSync

Email Address:

Ontheborder.ap@issvc.com

Phone Number (required):

316-685-1622 ext. 3107

Does Applicant pay sales tax? If no, provide appropriate tax exemption certificate.

Ohio, Indiana or Texas restaurant applicants must provide state restaurant exemption form.

The undersigned understands and agrees to all Credit Terms and Conditions listed on the next page and throughout this credit application. The undersigned represents and warrants that all information provided in this application or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from BEST. This Agreement, together with all invoices, purchase orders and contracts constitute the entire agreement between the parties. No changes to this Agreement will be made or be binding upon BEST unless made in writing and signed in advance by BEST.

OTB Acquisition LLC

Date of Signature: 07/07/2021

Name of Applicant as appears above

By: Keith Wheaton, Vice President

Construction and Facilities

Name

Title, if any

Notice

The federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income derives from any public assistance program or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices; 600 Pennsylvania Avenue, NW, Washington DC 20580. In Ohio, the Ohio Civil Rights Commission also administers compliance with this law.

Credit Terms and Conditions

The Applicant understands and agrees that any credit extended by **Best Restaurant Equipment & Design, Inc. ® ("BEST")** to Applicant hereafter is subject to all of the following terms and conditions:



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1. BEST and its successors and assigns shall be entitled to rely on the accuracy of the information set forth herein until BEST has received any written amendment from Applicant. Upon request, Applicant will provide an update to BEST of all information set forth above.
2. BEST may increase, decrease or revoke credit at any time and for any reason. BEST reserves the right to request a personal guarantee from one or more partners, members or shareholders at the time credit is approved, or as a result of any subsequent review.
3. Applicant shall notify BEST in the event of any change of Applicant's name, the location of its principal place of business, any change in Applicant's organizational structure, change of ownership of Applicant, or Applicant's merger or dissolution.
Applicant's credit line will terminate automatically in the event of a change in ownership or control of Applicant, unless BEST has received and approved a new Credit Application.
4. Applicant hereby authorizes BEST to obtain and review information from the references and banks identified above, to obtain and review credit reports and other customary credit information sources for the purpose of deciding whether to extend credit to Applicant, and for review to maintain the credit relationship from time to time.
5. Applicant agrees to pay a service charge on past due invoices in the amount of one and one-half percent per month (1.5%) In addition, Applicant agrees to pay to BEST an amount equal to all fees and expenses incurred by BEST to collect sums due from Applicant or to enforce the terms of this Agreement, including reasonable attorney's fees, whether or not suit is filed.
6. All invoices and other sums due from Applicant to BEST shall be paid at 4020 Business Park Drive, Columbus, OH 43204, or such other address as is subsequently provided to Applicant in writing by BEST. Any correspondence relating to disputed invoices shall be sent to ar@bestrestaurant.com.
7. This Application and Credit Terms and Conditions are deemed to have been signed in Columbus, Franklin County, Ohio. Any legal action by BEST to enforce the terms of this Agreement may be filed in any court having jurisdiction, including, but not limited to the Franklin County Court of Common Pleas. Any action against BEST by Applicant shall be brought only in a state or federal court located in Franklin County, Ohio.
8. Applicant hereby grants to BEST a security interest in all equipment, parts, fixtures and accessories, if any, and all proceeds and products thereof, acquired by Applicant from BEST. Applicant further authorizes BEST to file any statements to perfect or continue its lien, or to amend or terminate any such lien.
9. Applicant certifies that all transactions with BEST hereafter and all credit extended hereunder are commercial transactions, and no transactions are for personal, family or household purposes.

Personal Guarantee

In order to induce BEST to extend credit to _____ ("Applicant") the Applicant listed above, the undersigned does hereby personally, jointly and severally, irrevocably and unconditionally guarantee to BEST the prompt and full performance by the Applicant of all of its obligations to BEST, including full and timely payment (and not merely the ultimate collectability) of all indebtedness and obligations of whatever nature (including interest and collection costs) to BEST, whether such



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indebtedness and obligations exist on the date of this instrument or are incurred after such date. This is a continuing guarantee and the obligations of the undersigned may not be revoked or limited so long as BEST continues to extend credit to Applicant or its successors and assigns. Any payments received from Applicant that BEST is required to return under applicable law shall be considered indebtedness for which the undersigned shall be liable. The undersigned waives all notices of default, extension or compromise of the debts of the Applicant, and hereby consents to any modification, revocation and/or renewal of credit, none of which shall release the obligations of the undersigned. THE UNDERSIGNED PERSONAL GUARANTOR ACKNOWLEDGES THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE COMPANY LISTED ABOVE AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME AS BEST MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.

GUARANTORS:

<u>N/A</u>	<u>N/A</u>
Name (Printed) _____	Name (Printed) _____
Date _____	Date _____
_____ Name (Signature)	_____ Name (Signature)
_____ Address	_____ Address
_____ Signed at	_____ Signed at

----- Forwarded message -----

From: Keith Wheaton <Keith.Wheaton@ontheborder.com>

To: Lori Waddle <lwaddle@bestrestaurant.com>

Cc: Doug Bruney <dbruney@bestrestaurant.com>, Jim Hanson <jhanson@bestrestaurant.com>

Bcc:

Date: Wed, 7 Jul 2021 21:06:02 +0000

Subject: Credit app

Lori

I was talking with some folks the other day about Best and realized we never submitted the cred app you sent last year. So, please find the attached.

Thanks

Keith Wheaton

VP Construction & Facilities



2201 W Royal Ln. Ste 240

Irving, Tx 75063

972.499.3084 Dir

517.974.3622 Cell

Keith.Wheaton@ontheborder.com

www.OnTheBorder.com

CAUTION: This is an external email.

4 attachments

On the Border credit app.pdf
241K

OTB Open Invoices 3.4.25.pdf
8173K

Best Equipment Credit App.pdf
252K

Credit app.eml
366K