

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?	Bigart Ecosystems LLC, DBA Wisetail	
	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?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Bigart Ecosystems LLC, DBA Wisetail 5301 Riata Park Bldg F Austin, TX 78727, United States	
	Contact phone <u>512-637-5100</u>	Contact phone
	Contact email <u>accounting@wisetail.com</u>	Contact email
	Uniform claim identifier (if you use one):	
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? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3137 ____

7. How much is the claim? \$ 9517.31 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 health care information.
Services performed

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature or property:
☐ Real estate: If the claim is secured by the debtor's principle 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 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) _____ %
☐ 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)?

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 06/10/2025
MM / DD / YYYY

/s/Lori Bowers
Signature

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

Name Lori Bowers
First name Middle name Last name

Title Staff Accountant

Company Wisetail
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



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: Bigart Ecosystems LLC, DBA Wisetail 5301 Riata Park Bldg F Austin, TX, 78727 United States Phone: 512-637-5100 Phone 2: Fax: Email: accounting@wisetail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Services performed	Last 4 Digits: Yes - 3137	Uniform Claim Identifier:
Total Amount of Claim: 9517.31	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Lori Bowers on 10-Jun-2025 10:02:19 a.m. Pacific Time Title: Staff Accountant Company: Wisetail		

FIRST AMENDMENT TO WISETAIL GENERAL TERMS & CONDITIONS

This First Amendment (“Amendment”) to the Wisetail General Terms & Conditions (“Agreement”) is entered into by and between OTB Acquisition, LLC. and Bigart-Ecosystems, LLC (d/b/a Wisetail) and is effective as of 11/28/2017.

WHEREAS, the parties wish to allow for Franchise owners to be invoiced directly; and,

WHEREAS, the parties wish to allow for the Total Due Upon Signing to be due NET 45 from date of invoice; and,

WHEREAS, parties wish to amend language regarding Records and Audit Rights; and,

WHEREAS, the parties wish to remove Section 6.6 regarding demonstration of the site; and;

WHEREAS, the parties wish to allow termination for convenience after the initial 12 months of the Agreement;

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. The following sentence is added to the end of Section 2.2:
Wisetail and Client agree that Client’s franchisees will sign their own independent agreements for franchise-owned locations; provided that such agreements will include a similar First Amendment to the Agreement.
2. The entirety of “Section 3.1 Fees and Payment Terms” of the Wisetail General Terms & Conditions is replaced by the following:

The fees to be paid by Client in exchange for the Services to be delivered by Wisetail are as set forth in the Pricing Worksheet, and any exhibits, addenda and Statement(s) of Work attached or incorporated herein by reference. All payments will be made net 45 days from date of invoice, except as otherwise set forth in the Pricing Worksheet, and any exhibits, addenda and Statement(s) of Work attached or incorporated herein by reference. All money amounts set forth herein are expressed in, and all payments to be made hereunder will be made in, United States dollars.

3. The entirety of “Section 3.6 Records; Audit Rights” is replaced with the following:

During the Term of this Agreement and for two years thereafter, Client will keep accurate records and accounts pertaining to this Agreement in accordance with generally accepted accounting principles and standard business practices. Such records will include, but are not limited to, a record of the Locations and Users (including the identity and Location of Users and number of Users, if applicable) using and accessing the LMS System and Services. Wisetail or its agents (who may not be on a contingency arrangement and who will sign Client’s NDA) may audit Client’s records on 30 days’ written notice to Client. Such audits are solely for the purpose of verifying Client’s compliance with the provisions of the Agreement and amounts due by Client to Wisetail hereunder. In the event any such audit reveals an underpayment by Client, (a) Client will promptly remit the amount of the underpayment for the period covered by the audit, and (b) if such

underpayment exceeds 5% of the payment due for the period covered by the audit, then Client will reimburse Wisetail for its reasonable expenses incurred in connection with the audit provided that, if such an audit reveals an overpayment by Client then Wisetail shall promptly remit the amount of overpayment for the period covered by the audit. Wisetail's rights under this Section will remain in effect during the Term of this Agreement and through the period ending two years from the termination or expiration of the Term of this Agreement.

4. The entirety of Section 6.6 regarding demonstration of the Client's instance of the LMS System is removed.
5. The entirety of Section 8.1 is replaced with the following:

EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR A BREACH OF APPLICABLE LAWS (SUCH AS, BUT NOT LIMITED TO PRIVACY LAWS AND/OR IP RELATED LAWS), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. The entirety of Section 8.2 is replaced with the following:

Notwithstanding anything to the contrary in this Agreement, WISETAIL'S TOTAL AGGREGATE LIABILITY TO CLIENT FOR ANY KIND OF LOSS, DAMAGE OR LIABILITY OF CLIENT ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT TO WISETAIL HEREUNDER FOR THE LMS SYSTEM AND SERVICES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY AROSE provided that such limitation shall exclude Wisetail's breach of (i) its confidentiality obligations and/or (ii) applicable law, including, but not limited to claims related to privacy and or IP infringement. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. Client acknowledges and agrees that the purpose of this Section 8 is to allocate the risks under the terms of the Agreement between the parties and limit potential liability given the fees agreed upon. Wisetail has relied on these limitations in determining whether to provide Client the rights to use and access the LMS System as provided in this Agreement.

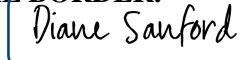
7. The following sentence is added as the last sentence of Section 9.2 Termination:

"Finally, after the expiration of the initial 12 months of the Term, either party may terminate the Agreement upon 90 days' written notice for any reason or no reason at all."

Except as amended herein, the terms and conditions of the Agreement will remain in full force and effect.

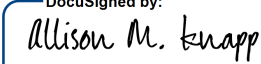
IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first written above.

ON THE BORDER:

By: 
CDF8D128207848E...

Name: Diane Sanford

Title: Chief People Officer

DocuSigned by:

2789AFE0C0164CA...

By:

Name: Allison M. Knapp

Title: President

BIGART ECOSYSTEMS, LLC (d/b/a Wisetail)

PRICING WORKSHEET

NOVEMBER 27, 2017



Wisetail LMS
212 S. Wallace Ave, Ste. B2
Bozeman, MT 59715



OTB Acquisition, LLC
2201 West Royal Lane, Suite 240
Irving, TX 75063

License Start Date: 11/28/2017

IMPLEMENTATION FEE

\$20,000

ANNUAL LICENSING FEE

\$55,020

NUMBER OF LOCATIONS	PRICE PER LOCATION
1-25	\$12,000
26-85	\$480 / location
86-150	\$420 / location
151-400	\$360 / location
401+	\$240 / location

PROFESSIONAL SERVICES

\$7,500

Integrations:	
ServSafe, UltiPro, StaffLinQ	\$7,500
Media Package:	N/A
Content Package:	N/A

COLAB FEE

INCLUDED

In Bozeman, MT	INCLUDED
At OTB's Location	\$3,000

TOTAL FEES

Implementation Fee:	\$20,000
Annual Licensing Fee:	\$5,020
Professional Services Fee:	\$7,500
CoLab Fee:	INCLUDED

TOTAL DUE UPON SIGNING:

\$82,520

PROJECTED YEAR 2 & YEAR 3

\$55,020

**Subject to change based upon increased active locations & applicable
Sales Taxes will be applied to the invoice.*

PRICING WORKSHEET

NOVEMBER 27, 2017



212 S. Wallace Ave, Ste. B2
Bozeman, MT 59715



2201 West Royal Lane, Suite 240
Irving, TX 75063

TERMS & NOTES

1. Implementation Fee. The Implementation Fee is due in one payment on the Effective Date. Wisetail will not commence delivery of the Services specified in the Pricing Worksheet until the Implementation Fee has been paid in full and received by the Wisetail.
2. Licensing Fee. The Licensing Fee is due in advance. The number of Locations to be used to calculate the Licensing Fee will be determined by the number of Locations existing within the LMS System as of the applicable invoice date. The Licensing Fee is due NET 45 days from date of invoice except as otherwise set forth in the Pricing Worksheet, or any addenda to the Agreement. New locations added to the Software will be invoiced on a pro rata basis through the remainder of the annual term.
3. Professional Services. Professional Services, if any, are specified in the Statement of Work attached as Exhibit 1. The fees for Professional Services will be invoiced along with the Implementation Fee. The fees for Professional Services must be paid in full before the beginning of the work detailed in the Statement of Work except as otherwise set forth in the Pricing Worksheet or the Statement of Work.
4. CoLab. CoLab Experience is required. Location is dependent on Client choice.
5. All prices are quoted in United States Dollars (USD).
6. The above costs do not include any related, pre-approved travel expenses billed to Client separately.
7. The term of this Agreement will commence on the Effective Date and continue for a period of three years.

The Services quoted above in this Pricing Worksheet will be provided under and pursuant to Wisetail's General Terms and Conditions found [here](#) ("General Terms and Conditions"), and the applicable exhibits, addenda and Statement(s) of Work attached or incorporated herein by reference (collectively, the "Agreement"). These documents and this signed Pricing Worksheet constitute an integral part of the license agreement between the client identified above ("Client") and Bigart Ecosystems, LLC d/b/a "Wisetail". Signature on this Pricing Worksheet by Client and Wisetail is evidence of Client's and Wisetail's agreement to be bound by this Pricing Worksheet, the Wisetail General Terms and Conditions and the provisions of any designated exhibits, addenda and Statement(s) of Work. This Agreement will become effective upon the License Start Date set forth above ("Effective Date"). All orders for Wisetail Services will be governed by the terms and conditions of this Agreement, and none of the terms or conditions of Client's purchase order, acknowledgements or any other communication between the parties will be applicable.

By each party's signature below, each party hereto has caused their duly authorized representative to execute this Pricing Worksheet. This Pricing Worksheet may be executed in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Any executed copy of this Pricing Worksheet made by reliable means (e.g. photocopy, pdf, facsimile, electronic or digital signature service)

OTB Acquisition, LLC

Diane Sanford

BY: CDFBD128207848E...

NAME: Diane Sanford

TITLE: Chief People Officer

DATE: 11/28/2017

Bigart Ecosystems, LLC d/b/a "Wisetail"

Allison M. Knapp

BY: 2789AFE0C0154CA...

NAME: Allison M. Knapp

TITLE: President

DATE: 11/28/2017

EXHIBIT 1

PROFESSIONAL SERVICES STATEMENT OF WORK

User Account Data Feed: Under this arrangement, user account data will be sent in .csv format from an HRIS or payroll company to an sFTP site set up by Wisetail. Each .csv file will contain the account information for all users that are designated “managed by data feed.” Wisetail will pull this user account data from the sFTP site on a set schedule to populate the Learning Management System with the most current user data. The fee for the establishment of this service will be a one-time fee of \$2,500. This fee will be invoiced with the Implementation Fee upon signing of this Agreement.



5301 Riata Park Ct F
Austin TX 78727

Invoice

Date 11/28/2024
Invoice # WT17488
Terms Net 45
Due Date 1/12/2025
PO #
Sales Rep
License Start Date 11/28/2024
Renewal Date 11/28/2025

Bill To:

OTB Acquisition
2201 West Royal Lane
Suite 240
Irving TX 75063

Ship To:

OTB Acquisition
2201 West Royal Lane
Suite 240
Irving TX 75063

Item	Description	Quantity	Rate	Tax Rate	Amount
WT Annual License Fee	Annual Licensing Fee (November 28, 2024 - November 27, 2025)	101	420.00	8.25%	42,420.00

Subtotal: 42,420.00

Tax Total 2,799.72

Total 45,219.72

Amount Paid 35,702.41

Amount Due 9,517.31

PAYMENT OPTIONS

1. Check:

Make check payable to Bigart-Ecosystems, LLC and mail to 5301 Riata Park Court F, Austin, TX 78727

2. Electronic Transfer:

Depository Name: Bank of America
ABA Routing Number: 111000012
Account Number: 4451418849
Wires Routing Number: 026009593
SWIFT Code for Wires: BOFAUS3N
Lockbox: 842781

Pay with the QR code, or click this [secure link](#). You can also copy the link to clipboard.



Payment Link

To access secure payment options at any time, click this [secure link](#). You can also copy the link to clipboard.