



Order Filed on April 14, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

SKYLINE TOWER RESORT VACATION
CONDOMINIUM ASSOCIATION, INC.,¹

Debtor.

Case No. 25-22156 (ABA)

Judge Hon. Andrew B. Altenburg, Jr.
Chapter 11

**ORDER (I) AUTHORIZING THE EMPLOYMENT OF OMNI AGENT
SOLUTIONS, INC., AS ADMINISTRATIVE AGENT AND
(II) GRANTING RELATED RELIEF**

The relief set forth on the following pages numbered two through nine is hereby

ORDERED.

DATED: April 14, 2026

¹ The last four digits of Debtor's tax identification number are 582
North Carolina Ave, Atlantic City, NJ 08401.


Honorable Andrew B. Altenburg, Jr.
United States Bankruptcy Court

Page 2

Debtor: Skyline Tower Resort Vacation Condominium Association, Inc.

Case No. 25-22156 (ABA)

Caption: Order (i) Authorizing the Employment of Omni Agent Solutions, Inc. as Administrative Agent and (ii) Granting Related Relief

THIS MATTER having come before the Court upon the *Debtor's Application for Entry of Order Authorizing the Employment of Omni Agent Solutions, Inc., as Administrative Agent and (ii) Granting Related Relief* [ECF No. 181] (the "Application"), including the *Declaration of Paul H. Deutch* in support of the Application [ECF No. 181-2] (the "Deutch Declaration"), filed by Skyline Tower Resort Vacation Condominium Association, Inc. ("Debtor") for entry of an order authorizing the employment of Omni Agent Solutions, Inc. ("Omni") as Debtor's Administrative Agent, as more fully set forth in the Application; and the Debtor having filed a *Supplemental Declaration of Paul H. Deutch* in further support of the Application [ECF No. 187] (the "Supplemental Deutch Declaration"); and the Court having considered the Application, together with the representations made in the First Day Declaration, the Deutch Declaration, and the Supplemental Deutch Declaration, and having considered the representations of the parties at the Hearing, if any, and for the reasons stated on the record, if any, the Court finds that: (a) notice of the Application was sufficient under the circumstances and no other or further notice need be provided; and (b) Omni does not hold or represent an interest adverse to Debtor's estate and therefore good and sufficient cause exists to grant the relief in the Application.

Accordingly, it is hereby ORDERED:

1. The Application is granted to the extent set forth herein.
2. The Debtor is authorized to retain Omni as Administrative Agent under §327(a) of the Bankruptcy Code effective as of the Petition Date, pursuant to the conditions set forth in the Application and the Engagement Agreement, as modified by this Order, and Omni is authorized and directed to perform the bankruptcy administration services described in the Application and set forth in the Engagement Agreement.

Page 3

Debtor: Skyline Tower Resort Vacation Condominium Association, Inc.

Case No. 25-22156 (ABA)

Caption: Order (i) Authorizing the Employment of Omni Agent Solutions, Inc. as Administrative Agent and (ii) Granting Related Relief

3. Any services Omni will provide relating to the Debtor's schedules of assets and liabilities and statements of financial affairs, if necessary, shall be limited to administrative and ministerial services. The Debtor shall remain responsible for the content and accuracy of any schedules of assets and liabilities and statements of financial affairs.

4. Omni is authorized to take such other actions to comply with all duties as Administrative Agent set forth in the Application and set forth on the Engagement Agreement.

5. Omni shall apply to this Court for allowance of its compensation for professional services rendered and reimbursement of expenses incurred after the Petition Date in its capacity as Administrative Advisor in connection with the Debtor's chapter 11 case in compliance with §§ 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders in these chapter 11 cases regarding professional compensation and reimbursement of expenses.

6. The indemnification, contribution, and reimbursement provisions of the Engagement Agreement, including section X, are approved subject during the pendency of this chapter 11 case to the following modifications:

a. Omni shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement unless the indemnification, contribution, or reimbursement is approved by the Court.

b. Notwithstanding anything to the contrary in the Application, Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement, the Debtor shall have no obligation to indemnify Omni, or provide contribution or reimbursement to Omni, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from Omni's gross negligence, willful misconduct, bad faith, self-

Page 4

Debtor: Skyline Tower Resort Vacation Condominium Association, Inc.

Case No. 25-22156 (ABA)

Caption: Order (i) Authorizing the Employment of Omni Agent Solutions, Inc. as Administrative Agent and (ii) Granting Related Relief

dealing, or actual fraud; (b) for a contractual dispute in which the Debtor alleges the breach of Omni's contractual obligations under the Engagement Agreement, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F. 3d 217(3d Cir. 2003); or (c) settled prior to a judicial determination under subsection (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Omni should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement, as modified by this Order.

c. If, before the earlier of the entry of an order (a) confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal) or (b) closing this chapter 11 case, Omni believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Omni must file an application therefor in this Court, and the Debtor may not pay any such amounts to Omni before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Omni for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify or make contributions or reimbursements to Omni. All parties in interest shall retain the right to object to any demand by Omni for indemnification, contribution, or reimbursement.

7. Notwithstanding anything to the contrary in the Application, the Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement,

Page 5

Debtor: Skyline Tower Resort Vacation Condominium Association, Inc.

Case No. 25-22156 (ABA)

Caption: Order (i) Authorizing the Employment of Omni Agent Solutions, Inc. as Administrative Agent and (ii) Granting Related Relief

the limitations of liability contained in Section XI of the Engagement Agreement shall be of no force or effect during the pendency of this chapter 11 case.

8. Notwithstanding anything to the contrary in the Application, the Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement, in the event Omni seeks reimbursement for attorneys' fees and expenses, the invoices and supporting time records from such attorneys shall be billed in one-tenth (1/10) hour increments and shall be included in Omni's fee own applications (both interim and final) and such invoices and time records shall be subject to the approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. All rights are reserved to permit objection to any request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of Omni's independent counsel.

9. Omni shall not be entitled to reimbursement by the Debtor for any fees, disbursements, or other charges of Omni's counsel other than those incurred in connection with a request of Omni for payment of indemnity subject to objection under the reasonableness standard of section 330 of the Bankruptcy Code.

10. Notwithstanding anything to the contrary in the Application, the Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement, Omni shall not seek reimbursement of any fees or costs arising from the defense of its fee applications in the above-captioned case.

Page 6

Debtor: Skyline Tower Resort Vacation Condominium Association, Inc.

Case No. 25-22156 (ABA)

Caption: Order (i) Authorizing the Employment of Omni Agent Solutions, Inc. as Administrative Agent and (ii) Granting Related Relief

11. Notwithstanding anything to the contrary in the Application, the Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement, in the event that this chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case shall have no obligation to continue the engagement of Omni.

12. Notwithstanding anything to the contrary in the Application, the Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement, Omni shall seek reimbursement from the Debtor's estate for its engagement-related expenses at Omni's actual costs paid.

13. Notwithstanding anything to the contrary in the Application, the Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement, Omni shall, to the extent that Omni uses the services of independent contractors or subcontractors (collectively, the "Contractors") in this case, (i) pass through the cost of such Contractors to the Debtor at the same rate that Omni pays the Contractors; (ii) seek reimbursement for actual costs of the Contractors only; (iii) ensure that the Contractors perform the conflicts checks required by Bankruptcy Rule 2014; (iv) file with the Court such disclosures as required by Bankruptcy Rule 2014; and (v) attach any such Contractors invoices to its fee applications filed in this case.

14. Notwithstanding anything to the contrary in the Application, the Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement, this Order shall not apply to any services Omni has sought authorization of pursuant to the Section 156(c) Order.

Page 7

Debtor: Skyline Tower Resort Vacation Condominium Association, Inc.

Case No. 25-22156 (ABA)

Caption: Order (i) Authorizing the Employment of Omni Agent Solutions, Inc. as Administrative Agent and (ii) Granting Related Relief

15. In order to avoid any duplication of effort and provide services to the Debtor in the most efficient and cost-effective manner, Omni shall coordinate with any additional firms the Debtor retains regarding their respective responsibilities in this chapter 11 case. As such, Omni shall use its best efforts to avoid duplication of services provided by any of the other Debtor's professionals retained in this chapter 11 case.

16. Notwithstanding anything to the contrary contained in the Application, Deutch Declaration, Supplemental Deutch Declaration, or any provision the Engagement Agreement, the 1.5% late charge in section II(c) of the Engagement Agreement shall not be assessed during the pendency of this chapter 11 case and the requirement in section II(c) of the Engagement Agreement that the Debtor provide written notice within ten (10) days of receipt of an invoice as to any charges disputed shall be null and void during the pendency of this case.

17. Notwithstanding anything to the contrary contained in the Application, Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement, including section II(a) thereof, during the pendency of this chapter 11 case, Omni shall provide at least thirty (30) days' notice of any increases in its billing rates, subject to the parties-in-interest's right to object to any such increases.

18. Notwithstanding anything to the contrary contained in the Application, Deutch Declaration, Supplemental Deutch Declaration, or any provision in the Engagement Agreement, during the pendency of this chapter 11 case, if any advance or direct payment of an individual expenses, or a group of related expenses, is expected to exceed \$7,500 as set forth in paragraph II(d) of the Engagement Agreement, at the time Omni requests advance or direct payment from the Debtor, Omni shall also provide notice to the U.S. Trustee and any statutory committees

Page 8

Debtor: Skyline Tower Resort Vacation Condominium Association, Inc.

Case No. 25-22156 (ABA)

Caption: Order (i) Authorizing the Employment of Omni Agent Solutions, Inc. as Administrative Agent and (ii) Granting Related Relief

appointed in this case, and such request for advanced or direct payment shall be subject to the parties-in-interest's right to object.

19. Omni may apply its retainer first to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the case as security for the payment of fees and expenses incurred under the Engagement Agreement.

20. Notwithstanding anything to the contrary contained in the Application, Deutch Declaration, Supplemental Deutch Declaration, or any provisions in the Engagement Agreement, including paragraph VII thereof, by this Order, the Court is not authorizing Omni to establish financial accounts with financial institutions on behalf of the Debtor during the pendency of this case.

21. Nothing in this Order authorizes the Debtor to accelerate any payments not otherwise due.

22. In the event of any inconsistency between the Engagement Agreement, the Application, the Deutch Declaration, the Supplemental Deutch Declaration and this Order, this Order shall govern.

23. The Debtor and Omni are authorized to take all action necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

24. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Order shall be effective and enforceable immediately upon entry.

Page 9

Debtor: Skyline Tower Resort Vacation Condominium Association, Inc.

Case No. 25-22156 (ABA)

Caption: Order (i) Authorizing the Employment of Omni Agent Solutions, Inc. as Administrative Agent and (ii) Granting Related Relief

25. Notwithstanding anything to the contrary contained in the Application, Deutch Declaration, Supplemental Deutch Declaration, or any provisions in the Engagement Agreement, this Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.