

Fill in this information to identify the case:Debtor Avant Gardner, LLCUnited States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-11443**Modified Official Form 410
Proof of Claim****04/25**

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>Clarkson Sears Holdings LLC</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>Clarkson Sears Holdings LLC</u> <u>Kathryn Katzie Guy Hamilton</u> <u>747 Grand St</u> <u>406</u> <u>JERSEY CITY, NJ 07304, United States</u> Contact phone <u>5084460927</u> Contact email <u>katzie@katzieguyhamilton.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>78596.48</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input 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>Money Loaned, Services Performed, Unpaid Contract Terms</u></p> |
| 9. Is all or part of the claim secured? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <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: _____ 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) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable |
| 10. Is this claim based on a lease? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____ |
| 11. Is this claim subject to a right of setoff? | <input checked="" type="checkbox"/> No <input type="checkbox"/> 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 \$3,800* 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 \$17,150*) 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).

\$ 17,150

☐ 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.

\$ 6144648

* Amounts are subject to adjustment on 4/01/28 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 09/17/2025
MM / DD / YYYY

/s/Kathryn Guy Hamilton
Signature

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

Name Kathryn Guy Hamilton
First name Middle name Last name

Title Sole Proprietor Clarkson Sears Holdings LLC

Company Clarkson Sears Holdings LLC
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 (866) 523-2951 | International (781) 575-2140

| | | |
|--|---|----------------------------------|
| Debtor: 25-11443 - Avant Gardner, LLC District: District of Delaware | | |
| Creditor: Clarkson Sears Holdings LLC Kathryn Katzie Guy Hamilton 747 Grand St 406 JERSEY CITY, NJ, 07304 United States Phone: 5084460927 Phone 2: Fax: Email: katzie@katzieguyhamilton.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: Money Loaned, Services Performed, Unpaid Contract Terms | Last 4 Digits: No | Uniform Claim Identifier: |
| Total Amount of Claim: 78596.48 | Includes Interest or Charges: No | |
| Has Priority Claim: Yes | Priority Under: 11 U.S.C. §507(a)(4): 17,150 11 U.S.C. §507(a)(): 6144648 | |
| 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: Kathryn Guy Hamilton on 17-Sep-2025 8:28:47 a.m. Pacific Time Title: Sole Proprietor Clarkson Sears Holdings LLC Company: Clarkson Sears Holdings LLC | | |

INVOICE

910.320.5682
alexkenneke@me.com

415 E 73rd St, 4G
New York, NY 10021

Attention: Josh Wyatt
Avant Gardner
100 Bogart St, Floor 02
Date: 05.12.2025
Project(s): Brooklyn Mirage Collateral Graphics + Concepts
Invoice Number: 00029

| Description | Quantity | Rate | Cost |
|--------------------------------|----------|----------|------------|
| COLLATERAL GRAPHICS - DAY RATE | 2 | \$550.00 | \$1,100.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Total | \$1,100.00 |

Navy Federal Credit Union
Routing Number: 256074974
Account Number: 7134096440

Thank you for your business. It's a pleasure to work with you on your projects.

Best,
Alex Kenneke

Ref #: **0231**
Issue Date: **21 Apr 2025**
Due Date: **1 May 2025**

BILL FROM

ClarksonSears Holdings, LLC
11 DRURY LANE, WORCESTER, MA,
01609, USA
508-446-0927

BILL TO

Avant Gardner
100 Bogart Street, Floor 2, Brooklyn, NY,
11206, USA

INVOICE

| # | Item | Description | QTY | Price | Amount |
|-----|-------------------------|-------------|------|--------------|--------------|
| 001 | Consulting (Service) | | 1.00 | \$ 22,500.00 | \$ 22,500.00 |

Amount Due: \$22,500.00

Message:

Ref #: 0247
Issue Date: 1 Jul 2025
Due Date: 1 Jul 2025

BILL FROM

ClarksonSears Holdings, LLC
11 DRURY LANE, WORCESTER, MA,
01609, USA
508-446-0927

BILL TO

Avant Gardner
100 Bogart Street, Floor 2, Brooklyn, NY,
11206, USA

INVOICE

| # | Item | Description | QTY | Price | Amount |
|-----|-------------------------|-------------|------|-----------------|--------------|
| 001 | Consulting (Service) | | 1.00 | \$ 18,000.00 | \$ 18,000.00 |

Amount Due: \$18,000.00

Message: JULY Consulting Contract (60 day termination clause)

Ref #: **0248**
Issue Date: **1 Jun 2025**
Due Date: **1 Jun 2025**

BILL FROM

ClarksonSears Holdings, LLC
11 DRURY LANE, WORCESTER, MA,
01609, USA
508-446-0927

BILL TO

Avant Gardner
100 Bogart Street, Floor 2, Brooklyn, NY,
11206, USA

INVOICE

| # | Item | Description | QTY | Price | Amount |
|-----|-------------------------|-------------|------|-----------------|--------------|
| 001 | Consulting (Service) | | 1.00 | \$ 18,000.00 | \$ 18,000.00 |

Amount Due: \$18,000.00

Message: JUNE Consulting Contract (60 Day Termination Clause)

Ref #: 0252
Issue Date: 1 Aug 2025
Due Date: 1 Aug 2025

BILL FROM

ClarksonSears Holdings, LLC
11 DRURY LANE, WORCESTER, MA,
01609, USA
508-446-0927

BILL TO

Avant Gardner
100 Bogart Street, Floor 2, Brooklyn, NY,
11206, USA

INVOICE

| # | Item | Description | QTY | Price | Amount |
|-----|----------------------------|-------------|------|-------------|-------------|
| 001 | reimbursement (Product) | | 1.00 | \$ 1,000.00 | \$ 1,000.00 |
| 002 | reimbursement (Product) | | 1.00 | \$ 4,162.29 | \$ 4,162.29 |

Amount Due: \$5,162.29

Message: Clarkson Sears Holdings paid invoices on behalf of AVANT GARDNER LLC to ALEX KENNEKE- GRAPHIC DESIGN \$1,000

VERTICAL GROUP
PRINTMAKERS- TOTTORI MENUS AND BUILDING COLLATERAL
\$4,162.29



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made effective as of December 1, 2024 (the "Effective Date") by and between Avant Gardner, LLC, a New York limited liability company having its principal office at 100 Bogart Street, Brooklyn, NY 11206 (the "Company") and Clarkson Sears Holdings, LLC d/b/a Katzie Guy Hamilton, a Delaware limited liability company having an address at 11 Drury Lane, Worcester, MA 01609 (the "Independent Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, Company owns and operates event spaces located in Brooklyn, New York; and

WHEREAS, Company desires to engage Independent Contractor and Independent Contractor desires to be engaged by Company to provide consulting services on behalf of Company pursuant to the terms of this Agreement.

NOW THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, Company and Independent Contractor hereby agree as follows:

1. **ENGAGEMENT.** Company agrees to engage Independent Contractor, and Independent Contractor agrees to be engaged by Company as an independent contractor to provide consulting services for Company upon the terms and conditions set forth herein.

2. **SERVICES TO BE PROVIDED BY INDEPENDENT CONTRACTOR.** Company hereby engages Independent Contractor as a consultant. During the term of this Agreement, it shall be the primary duty of Independent Contractor to perform consulting services for Company (hereinafter, the "Services"). The specific Services to be performed by Independent Contractor are listed on Exhibit A hereto.

3. TERM & TERMINATION.

3.1 This Agreement is effective as of the Effective Date and will terminate twelve (12) months from Effective Date (the "Termination Date"), unless terminated earlier pursuant to subsection 3.2 or extended by mutual consent of the Independent Contractor and the Company solely in a writing signed by a duly authorized representative of each Party.

3.2 This Agreement may be terminated for any reason by either the Company or the Independent Contractor at any time prior to the Termination Date by giving sixty (60) days' written notice of termination to the other Party (the "Notice of Termination").

3.3 Upon the termination of this Agreement for any reason, Independent Contractor shall be entitled to receive only compensation actually earned by Independent Contractor for Services rendered and satisfactorily performed in accordance with this Agreement prior to the date of the Notice of Termination. Independent Contractor shall not be entitled to any other payments of any kind from Company under this Agreement. Such payments shall be in full and complete discharge of any and all liabilities or obligations of Company to Independent Contractor under this Agreement. Notwithstanding anything to the contrary herein, Independent Contractor agrees that Independent Contractor shall not be entitled to any additional compensation.

4. INDEPENDENT CONTRACTOR'S OBLIGATIONS.

4.1 Independent Contractor shall devote to Company the time, attention, and effort reasonably necessary to perform consulting services for Company, as described more fully in Exhibit A.

4.2 Independent Contractor shall not enter into any contract on behalf of, or otherwise bind Company without the prior written consent of Company.

4.3 Independent Contractor shall adhere to Company/venue rules and regulations. For the avoidance of doubt, Independent Contractor's improper behavior or non-compliance with venue rules shall be grounds for termination.

5. COMPENSATION & EXPENSES. Provided that Independent Contractor has rendered the Services in accordance with the terms of this Agreement and is not in breach thereof, Company shall pay Independent Contractor the compensation set forth in Exhibit B annexed hereto and paid in accordance with the terms of such. Late or delayed payments shall not be subject to any penalties or interest. Independent Contractor shall not be entitled to any incentive or merit-based bonuses hereunder. Independent Contractor hereby acknowledges that such compensation is inclusive of all materials and transportation required to provide the Services.

6. REPRESENTATIONS. Independent Contractor represents and warrants, as of the Effective Date and throughout the term of this Agreement, that: (a) Independent Contractor is not and will not be a party to any agreement that would prevent, limit, or hinder in any way Independent Contractor's ability to enter into this Agreement and/or carrying out of Independent Contractor's Services; and (b) Independent Contractor shall discharge Independent Contractor's Services under this Agreement in compliance with all applicable Company policies and procedures and all applicable laws, rules and regulations.

7. CONFIDENTIALITY & INTELLECTUAL PROPERTY.

7.1 Confidentiality. During the term of this Agreement, Independent Contractor may have access or be exposed to highly-sensitive confidential and proprietary information related to and created by Company (the "Confidential Information"). Except for disclosure (i) authorized by the express prior written consent of the Company, (ii) to the Independent Contractor's attorneys as may be necessary to allow for effective legal representation of Independent Contractor's interests, or (iii) as required pursuant to any legal proceeding after prior written notice to Company, Independent Contractor agrees, for itself (to the extent enforceable by law) and its respective officers, directors, shareholders, employees, agents, and representatives, that all Confidential Information shall remain and be kept in the strictest confidence and shall not be disclosed to or used by any person or entity. Independent Contractor shall do all such things as are reasonably necessary to prevent any such Confidential Information from becoming known to any party other than the Parties to this Agreement. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the term of this Agreement.

7.2 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means any information, whether disclosed orally, in writing or otherwise, by the Company to Independent Contractor, or which Independent Contractor may produce, obtain or otherwise acquire during the course of engagement by the Company, relating to the Company's business affairs; methods of operation; know-how; processes and techniques; source code; financial information; assets; inventory; procedures; scheduling; scale(s) of pay; purchase or acquisition costs; benefits; revenue; identities of clients, employees, vendors, suppliers, consultants, providers of professional services, contractors, subcontractor, licensors, licensees, distributors, suppliers, joint venturers, and/or customers; passwords; data; methodology; plans; programs; videos or other recordings; treatment plans or strategies; applications; reports; Cloud-based libraries and their contents; concepts; proposals; systems; research and development information; financial and marketing plans; business plans; databases; pricing and cost information; ideas; discoveries; formulas; and compositions; or any data or information developed by Independent Contractor pursuant to the performance of Independent

Contractor's services hereunder. The term "Confidential Information" also includes information of third parties that the Company is contractually bound to keep confidential. The term "Confidential Information" also includes the terms and conditions of this Agreement. In consideration of the foregoing, Independent Contractor expressly agrees that Independent Contractor shall hold this Confidential Information in strict confidence and shall not disclose to any third party by any means, written, oral or otherwise, except in the performance of Independent Contractor's duties hereunder or otherwise use, copy or benefit from any trade secrets, proprietary or confidential information of, or relating to, Company, without Company's prior written consent.

7.3 Excluded Information. The term "Confidential Information" does not include information that Independent Contractor can document: (i) prior to the time of disclosure by Independent Contractor had become publicly available and generally known to the public, not as the direct or indirect result of any inaction or action by Independent Contractor or by any other person in violation of confidentiality obligations; (ii) is approved in advance by the Company for release; or (iii) Independent Contractor is required to disclose pursuant to a valid order of a court or other governmental body; provided, however, in connection with any such disclosure of Confidential Information under this subsection (iii) that Independent Contractor will: (w) first give written notice of such required disclosure to the Company, (x) provide the Company with a reasonable opportunity to object or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued, (y) reasonably cooperate with the Company's efforts in connection with (x) above, and (z) minimize the extent of any such disclosure only to that which is absolutely required.

7.4 Disclosures Required by Law. If Independent Contractor becomes legally obligated to disclose any Confidential Information, Independent Contractor shall provide Company with prompt notice so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 7.

7.5 Intellectual Property. As used herein, the term "Intellectual Property" means any and all new or useful art, discovery, improvement, technical development, or invention, whether or not patentable, and all related or other copyrights, trademarks, know-how, designs, logos, formulae, processes, code, manufacturing or other techniques, trade secrets, ideas, artworks, software or other copyrightable, trademarkable or patentable work, that Independent Contractor, solely or jointly with others, makes, conceives or reduces to Company that resulted from Independent Contractor's Services for Company under this Agreement. Independent Contractor agrees that all right, title and interest of every kind and nature whatsoever in and to the Intellectual Property created, made, discussed, developed, secured, obtained or learned by Independent Contractor during the term of this Agreement, or the 90-day period immediately following termination of this Agreement, shall be deemed "work for hire" and are hereby assigned to Company on a perpetual, worldwide and exclusive basis without further consideration, and shall be the sole and exclusive property of Company for any purposes or uses whatsoever, and shall be disclosed promptly by Independent Contractor to Company during the course of Independent Contractor's performance of the Services hereunder.

7.5.1 Independent Contractor's License. Subject to Independent Contractor's receipt of any third-party clearances (including, but not limited to clearances from artist(s) and/or music rightsholders), Company hereby grants Independent Contractor a revokable license to use Intellectual Property solely to exhibit, display, or use in connection with the promotion or advertisement of Independent Contractor's services, portfolio, and "business to business" uses, but not for resale, distribution, or any commercial uses. Company shall revoke such license if Independent Contractor is found to be exploiting Intellectual Property for commercial use or if performing artist/ rightsholders/agency requests take down of Intellectual Property.

7.6 Company Property. All records arising from Independent Contractor's Services hereunder shall belong to Company. Upon the termination of this Agreement for any reason, Independent Contractor shall immediately deliver to Company any and all records (including, without limitation, any and all files, lists, books, electronic records or any copies thereof) which have any connection with or pertain to Company, and any and all other property belonging to Company including but not limited to keys, company access card, company credentials, that is held or used by Independent Contractor.

7.7 Non-Disparagement. Independent Contractor agrees not to make or publish written or oral statements or remarks, (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation, or goodwill of Company, or are defamatory or untruthful. This prohibition applies to statements made privately and publicly, and whether by electronic, written or oral means, in person, by phone, by voicemail, by text message, by email and by any other electronic means, including on the internet via a blog post or comment, vlog, instant message, video, any online conversation, and on any social media sites or applications, including but not limited to Facebook (including Facebook Messenger), Twitter, Instagram, Snapchat, Glassdoor, LinkedIn, YouTube, Vimeo, Reddit, Pinterest, Tumblr and TikTok. This provision will be enforced to the fullest extent allowed by applicable law.

7.8 No Voluntary Assistance with Claims. Unless required by law, Independent Contractor agrees not to voluntarily participate in or provide any assistance to any adversarial proceeding (including at an agency level or threatened proceeding) against the Company and will advise the Company if subpoenaed in any such proceeding at least ten (10) days before response is due or appearance is required (or as soon as practicable if served less than 10 days prior than the required appearance).

7.9 Survival. This Section 7 shall survive the termination or non-renewal of this Agreement.

8. NON-SOLICITATION. During the term of this Agreement and for a period of one (1) year immediately after the expiration or termination of this Agreement for any reason, Independent Contractor will not, directly or indirectly, (a) call upon, solicit, divert or take away or attempt to solicit, divert or take away any current or prospective clients, customers, distributors, wholesalers, contractors, suppliers or vendors, including but not limited to those with whom Independent Contractor became acquainted while engaged by Company pursuant to this Agreement or (b) solicit or attempt to solicit for employment or induce or attempt to induce an individual to leave the employ/engagement of Company any of Company's employees or contractors, including but not limited to those with whom Independent Contractor became acquainted while engaged by Company pursuant to this Agreement. This Section 8 shall survive the termination or non-renewal of this Agreement.

9. RIGHTS AND REMEDIES UPON BREACH. If the Independent Contractor breaches or threatens to commit a breach of any of the provisions of Sections 7 or 8 of this Agreement (the "Protective Covenants"), Independent Contractor agrees that such breach or threatened breach of the Protective Covenants would cause irreparable injury to Company and that money damages would not provide an adequate remedy to Company. Accordingly, and in addition to any other remedies that may be available, in law, in equity or otherwise, Company shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach in any court of competent jurisdiction, without the necessity of proving actual damages and without the necessity of posting bond or other security.

[Section 10 Intentionally Omitted]

11. STATUS AS INDEPENDENT CONTRACTOR.

11.1 Independent Contractor is an independent contractor and not an employee of, or partner or joint venturer with, Company or any of its subsidiaries or affiliates.

11.2 Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties or an employee/employer relationship. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any customer, vendor or other third party.

11.3 The operations of Independent Contractor are subject to the sole control of Independent Contractor. All persons employed or engaged by Independent Contractor are employees or contractors of Independent Contractor and not of Company. Independent Contractor shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employee or contractors.

11.4 Company will not withhold from the compensation paid to Independent Contractor any amounts for the payment of taxes.

11.5 Independent Contractor will receive an IRS Form 1099-MISC from Company and any similar tax reporting notices required by the law of any foreign jurisdiction, and Independent Contractor shall be solely responsible for all federal, state, local taxes, and any taxes imposed by any foreign jurisdiction on the compensation.

11.6 Independent Contractor acknowledges that Independent Contractor shall not have a right or entitlement to participate in any of the pension, retirement, insurance, vacation, sick leave, or other benefit programs now or hereafter available to Company's employees.

[Section 11.7 Intentionally Omitted]

11.8 Independent Contractor is responsible for any and all costs or expenses that may incur in the performance of its obligations under this Agreement.

11.9 Independent Contractor has and shall continue to have the full right, corporate power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

12. **GOVERNING LAW.** This Agreement, and all matters or disputes relating to the validity, construction, performance or enforcement hereof, and all matters relating to Company's engagement of Independent Contractor and the provision of Services by Independent Contractor, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflict of law rules, except for any disputes regarding the validity, coverage or enforceability of the dispute resolution provision herein, including the class and collective waiver, which shall be governed by the Federal Arbitration Act.

13. **DISPUTE RESOLUTION.** Any dispute involving Company's engagement of Independent Contractor and the provision of Services by Independent Contractor or the interpretation or application of this Agreement shall be resolved by final and binding arbitration before one arbitrator designated by the American Arbitration Association ("AAA"), pursuant to the then prevailing rules of AAA for the resolution of commercial disputes, in New York, New York, whose decision shall be final and binding and subject to entry in any court of competent jurisdiction. This shall include, but not be limited to disputes concerning workplace discrimination, wage and/or overtime claims and/or all other statutory claims. Independent Contractor cannot participate in a representative capacity or as a member of any class of claims pertaining to any claim against Company. There is no right or authority for any claims subject to this Agreement to be arbitrated on a class or collective action basis or on any basis involving claims brought in a purported representative capacity on behalf of any other person or group of people similarly situated. Such claims are prohibited. Furthermore, claims brought by or against either Independent Contractor or Company may not be joined or consolidated in the arbitration with claims brought by or against any other person or entity unless otherwise agreed to in writing by all parties involved.

14. MISCELLANEOUS.

14.1 **Assignment.** Independent Contractor shall not assign, delegate or otherwise transfer this Agreement nor any of the rights and obligations hereunder without the prior written consent of Company. This Agreement may be assigned by Company to any entity, provided that such entity assumes in writing Company's obligations under this Agreement.

14.2 **Amendments; Waivers.** No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by both Parties. Each Party's obligations under this Agreement are for the sole benefit of the other Party and may be waived by such other Party, in whole or in part, to the extent permitted by applicable law. Any consent or waiver executed in writing by a Party shall be binding upon such Party from and after the date of execution thereof unless a later or earlier date is specified therein. Any delay or failure to exercise any remedy or right under this Agreement (whether a default exists or not) shall not be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature.

14.3 **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing, and shall be deemed to be given on the date such notice is (i) delivered electronically (e-mail) or deposited in the United States mail, postage, prepaid, certified mail, return receipt requested or (ii)

deposited with a commercial overnight delivery service, addressed to Independent Contractor at its principal business address, and addressed to Company at its principal business address, as set forth above, or such other addresses as the Parties may designate from time-to-time by notice satisfactory under this Section.

14.4 Indemnification; Liability Waiver. Independent Contractor will indemnify and hold Company and its members, officers, employees and affiliates harmless from any and all losses, claims, damages, suits, judgments, costs and expenses including court costs and reasonable attorney's fees incurred by Company arising from (a) any representations, promises, agreements or allowances made by Independent Contractor in writing, orally or otherwise to any party that are not approved in writing by Company; (b) the negligence or misconduct of Independent Contractor or Independent Contractor's employees or agents; (c) Independent Contractor's breach or alleged breach of any of the representations, warranties and covenants set forth herein; or (d) any damage or theft of Independent Contractor's equipment on or around Company property. Independent Contractor releases, waives, discharges, and covenants not to sue Company its directors, officers, employees, affiliates, leaseholders and agents from liability for/from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss/damage arising from, but not limited to, Independent Contractor activities at/around the Company's premises and use of facilities, premises, or Company's equipment.

14.5 Limitation of Liability. EXCEPT FOR A BREACH OF SECTIONS 7 OR 8 AND INDEPENDENT CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN SECTION 14.4, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR SPECIFIC PERFORMANCE.

14.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, memoranda or other such communication, inducements or conditions, whether express or implied, written or oral. In the event that there are any prior existing agreements relating to Independent Contractor's relationship as an employee, Independent Contractor, or agent of Company, this Agreement shall supersede and replace any and all such prior agreements and any such agreement shall be null and void and of no effect whatsoever.

14.7 Severability. If any provision of this Agreement shall be declared invalid, illegal, inoperative, or unenforceable, then, notwithstanding such invalidity, illegality, inoperability or unenforceability, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

14.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all such counterparts, when taken together, shall collectively constitute a single and binding agreement which may be sufficiently evidenced by one counterpart. Signatures exchanged via facsimile and PDF/email shall be binding. Any counterpart shall be admissible in court for the purpose of proving the authenticity and admissibility of this Agreement.

14.9 Cumulative Rights/Remedies. Except as otherwise provided herein, all rights and remedies set forth in this Agreement shall be cumulative and in addition to, and not exclusive of, any other rights or remedies to which Company may be entitled now or hereafter in law or in equity.

14.10 Further Assurances. The Parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be reasonably necessary or appropriate to achieve the purposes set forth in this Agreement.

14.11 Headings. All headings and captions in this Agreement are for convenience of reference only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Avant Gardner, LLC

By: *Joshua M Wyatt*
Joshua M Wyatt (Dec 3, 2024 11:20 EST)

Josh Wyatt

CEO, Avant Gardner

Clarkson Sears Holdings, LLC d/b/a Katzie Guy Hamilton

By: *Kathryn Guy-Hamilton*
Kathryn Guy-Hamilton (Dec 3, 2024 16:52 PST)

Katzie Guy Hamilton

EXHIBIT A

Consulting Services

Independent Contractor agrees to provide the following services for Company:

- DEDICATED GRAPHIC DESIGN/COLLATERAL SUPPORT: TBD internal vs external
- ARCHITECTURE, DESIGN, CONSTRUCTION AND HOSPITALITY RELATIONS
- LEADERSHIP COLLABORATION AND EXECUTION
- SPEC + BESPOKE DESIGN+ PROCUREMENT OS&E+ OUTLETS+ UNIFORM + COLLATERAL +MERCH + STYLING
- PRICE NEGOTIATION + MULTI QUOTE ON
- VENDORS + DISTRIBUTORS ONBOARDING
- 2 - 4 X PHOTO/VIDEO SHOOT STYLING AND SUPPORT
- HANDOVER PROCUREMENT LISTS
- VENDOR CONTACT LIST
- INSTALL
- COMPREHENSIVE LOOKBOOK
- IN OFFICE- 3X WEEK PRIORITY

○ Phasing:

- **Brooklyn Mirage:** Dec to Sept 2025 including launching the main Mirage venue and all outlets included consisting of at minimum
 - GA Bars
 - VIP Bar(s) and/or Member area (small)
 - Artist Village
 - Omakase (10-20 seat experiential)
 - Merchandise outlet irl on property - styling and look/feel (actual merch sold is a separate consultant with Katzie to assist and curate)
 - Mocktail Bar
 - Beer Garden
 - Tequila Bar
 - Additional scope TBD
- **Kings Hall:** refresh and relaunch Aug to Dec 2025 along with additional times for concepting April - June 2025
 - Implement vision of Company's Creative Director (Billy Bildstein) and CEO (Josh Wyatt) to upspec Kings Hall into a Hi-Fi lounge, event space and overflow "chillout" area during large Mirage activations (i.e. provide customers a place to relax and enjoy a craft cocktail or listen to softer music during larger event in the other rooms)

EXHIBIT B

Compensation to be paid monthly by Company to Independent Contractor provided such Services were rendered and satisfactorily performed in accordance with this Agreement.

- December 2024 (Onboarding + Discovery) - \$5,000
- January 2025 – November 2025- \$18,000 per month

All payments hereunder shall be made without withholdings or deductions and, as an Independent Contractor of Company, Independent Contractor shall be responsible for all deductions, payments and benefits required by law with respect to compensation paid to Independent Contractor hereunder, including, without limitation, withholding taxes, Social Security, unemployment insurance, Workers' Compensation insurance, state disability insurance and New York Paid Family Leave insurance.










ICA - Katie Guy-Hamilton 12.2.24

Final Audit Report

2024-12-04

| | |
|-----------------|---|
| Created: | 2024-12-03 |
| By: | Sara Casey (legalassistant@avant-gardner.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA75nXILciX_9zSkS9VurUm4GwuCCd16Z |

"ICA - Katie Guy-Hamilton 12.2.24" History

-  Document created by Sara Casey (legalassistant@avant-gardner.com)
2024-12-03 - 4:03:14 PM GMT
-  Document emailed to josh@avant-gardner.com for signature
2024-12-03 - 4:03:19 PM GMT
-  Document emailed to Kathryn Guy-Hamilton (katieguyhamilton@gmail.com) for signature
2024-12-03 - 4:03:19 PM GMT
-  Email viewed by josh@avant-gardner.com
2024-12-03 - 4:20:00 PM GMT
-  Signer josh@avant-gardner.com entered name at signing as Joshua M Wyatt
2024-12-03 - 4:20:20 PM GMT
-  Document e-signed by Joshua M Wyatt (josh@avant-gardner.com)
Signature Date: 2024-12-03 - 4:20:22 PM GMT - Time Source: server
-  Email viewed by Kathryn Guy-Hamilton (katieguyhamilton@gmail.com)
2024-12-03 - 4:57:16 PM GMT
-  Document e-signed by Kathryn Guy-Hamilton (katieguyhamilton@gmail.com)
Signature Date: 2024-12-04 - 0:52:57 AM GMT - Time Source: server
-  Agreement completed.
2024-12-04 - 0:52:57 AM GMT

Vertical Invoice

Vertical Group
239 Centre Street PH
New York, NY 10013

AVANT GARDNER
Alec Ifshin c/o Katzie GuyHamilton
100 Bogart St. FL 2
Brooklyn, NY 11206

| Date | Invoice No. | P.O. Number | Terms | Project |
|----------|-------------|-------------|--------|---------|
| 05/07/25 | 3156 | TO04252025 | Net 30 | |

| Item | Description | Quantity | Amount |
|--------------------|------------------------|----------|-----------|
| Printing | TOTTORI OMAKASE | 200 | 3,690.00T |
| Design | LAYOUT ARTWORK 2 SIDES | 1 | 75.00T |
| Design | ALOA MENU - NO CHARGE | 1 | 0.00T |
| Delivery/Messenger | Delivery/Messenger | 1 | 58.00T |
| | WELLS FARGO US | | |
| | ROUTING 121000248 | | |
| | ACCT 5123414657 | | |
| | . | | |
| | . | | |
| | . | | |
| | Sales Tax | | 339.29 |

PAST DUE

Thank you for your business.

Total **\$4,162.29**

Nisen sushi
5032 Jericho Tpke
Commack, NY 11725 US
ac@nizensushi.com
nizensushi.com

Invoice

| BILL TO |
|--|
| Mr. Dane sayles Avant gardner c/o Brooklyn Mirage Tottori 100 Bogart Street Brooklyn, NY 11236 |

| SHIP TO |
|--|
| Mr. Dane sayles Avant gardner c/o Brooklyn Mirage Tottori 100 Bogart Street Brooklyn, NY 11236 |

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|-----------|------------|------------|------------|--------|----------|
| 6913 | 05/04/2025 | \$3,000.00 | 06/03/2025 | Net 30 | |

SHIP DATE
05/04/2025

| SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|--------------------|---|-----|--------|----------|
| OMAKASE 12 courses | SUSHI OMAKASE 12 courses tasting on Sunday May 4th, 2025, for 20 people. Serve from 7:00 to 9:00 PM. cancelation within 7 days policy, customer will be responsible 60% of \$250 for the fish costs order from Japan. | 20 | 150.00 | 3,000.00 |
| OMAKASE sushi chef | Two OMAKASE sushi chefs. N/A | 0 | 500.00 | 0.00 |

BALANCE DUE **\$3,000.00**



INVOICE

INVOICE #00011

DATE: 5/1/2025

TO:

Avant Gardner c/o Brooklyn Mirage/Tottori

FOR:

Consulting and Concept Services

| DESCRIPTION | HOURS | RATE | AMOUNT |
|---|-------|------|-------------|
| Consulting and Concept Services- Tottori | | | \$10,000.00 |
| Bank Information: Never Say No Hospitality LLC Account #: 483107104028 Routing Paper & Electronic #: 021000322 Routing Wires #: 026009593 | | | |
| TOTAL | | | \$10,000.00 |