

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>American Society of Composers, Authors and Publishers</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>ASCAP</u>	
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>212-621-6261</u> Contact email <u>rreimer@ascap.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? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0333 ____

7. How much is the claim? \$ 37,753.70 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.
License to perform ASCAP music

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 \$3,800* 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).

\$ _____

☐ 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 4/01/28 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 12/24/2025
MM / DD / YYYY

/s/Richard H Reimer
Signature

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

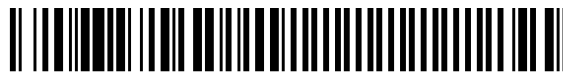
Name Richard H Reimer
First name Middle name Last name

Title SVP - Legal

Company ASCAP
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: American Society of Composers, Authors and Publishers Richard H. Reimer, Esq. ASCAP 250 West 57th Street New York , NewYork, 10107 United States Phone: 212-621-6261 Phone 2: Fax: 212-787-1381 Email: rreimer@ascap.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: ASCAP	Amends Claim: No Acquired Claim: No	
Basis of Claim: License to perform ASCAP music	Last 4 Digits: Yes - 0333	Uniform Claim Identifier:
Total Amount of Claim: 37,753.70	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: Richard H Reimer on 24-Dec-2025 7:42:34 p.m. Pacific Time Title: SVP - Legal Company: ASCAP		

CONCERTS AND RECITALS - INTERIM LICENSE AGREEMENT

This ASCAP MUSICAL WORKS LICENSE AGREEMENT (the "Agreement") is made and entered into as of October 1, 2023 (the "Effective Date"), by and between the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), a voluntary membership association organized under the laws of the State of New York with offices at 250 West 57th Street, New York, NY 10107, and Avant Gardner, LLC ("Licensee"), with an address at 140 Stewart Ave Brooklyn NY 11237.

(ASCAP and Licensee are each referred to herein as a "Party" and collectively referred to as the "Parties").

Article 1. Definitions.

- 1.1. "Affiliate" means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and their respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.2. "AFJ2" means the Second Amended Final Judgment, dated June 11, 2001, entered in *United States v. ASCAP*, Civ. Action No. 41-1395 (DJC).
- 1.3. "ASCAP Member" means any individual or entity that has entered into a membership agreement with ASCAP.
- 1.4. "ASCAP Repertory" means all copyrighted Musical Works (a) written and/or published, in whole or in part, by ASCAP Members or by the members of any FPRO, including Musical Works written and/or published during the Term and (b) for which ASCAP controls, whether as of the Effective Date or thereafter, the non-dramatic public performance rights in the Territory, but solely to the extent such rights are or may during the Term be vested in or assigned to ASCAP by ASCAP Members or by the applicable FPRO or other rights holder(s).
- 1.5. "ASCAP Terms of Use" means the terms and conditions relating to the access to and use of the ASCAP Website and certain applications made available thereon, as set forth at www.ASCAP.com/about/legal-terms, as may be updated or changed from time to time.
- 1.6. "ASCAP Website" shall mean www.ascap.com, including any sub-domains thereof.
- 1.7. "Benefit Concert Event" means a Live Concert Event held for the sole purpose of raising money for a specific, bonafide, third party non-profit charitable cause or institution (*i.e.* a charitable cause or institution not otherwise affiliated or associated with Licensee or any of its Affiliates), to which all the proceeds from an applicable Live Concert Event, after the deduction solely of reasonable and ordinary production costs, are donated.
- 1.8. "Co-Owned Works" means a Musical Work for which each of ASCAP, on the one hand, and any third party rightsholder, on the other hand, controls, has been vested and/or assigned the right to license the non-dramatic public performances for such Musical Work.
- 1.9. "Foreign Performing Rights Organization" or "FPRO" means any entity incorporated or otherwise legally organized outside of the United States with which ASCAP has a written and binding agreement appointing ASCAP as an agent authorized to license and/or administer Musical Works owned or controlled by such entity to third parties on a non-exclusive basis.
- 1.10. "Free Concert Event" means a Live Concert Event for which Tickets are made available to all attendees without payment of consideration of any kind.
- 1.11. "Gross Revenue" means, for any applicable period of time, all amounts received or otherwise recognized as revenue by Licensee or an Affiliate of a Licensee from the sale or license of Tickets or any other grant of rights to the admission, entry or attendance of or to a Live Concert Event.
- 1.12. "Live Concert Event" means a concert, recital or other live musical performance, or series of concerts, recitals or other live musical performances, produced, promoted and/or sponsored by Licensee or an Affiliate of a Licensee and to which admission, entry or attendance is conditioned upon possession of a Ticket. For avoidance of doubt, Live Concert Event includes those periods during an applicable event occurring immediately prior to or after, or during pauses of, live music performances. For avoidance of doubt, for purposes of this Agreement, a concert, recital or other live musical performance, or series of concerts, recitals or other live musical performances for which Licensee or its Affiliate solely acts (a) as the agent

in a "buy/sell" transaction or (b) as a consultant to provide production services or booking services shall not be deemed a "Live Concert Event."

1.13. "Musical Work" means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

1.14. "Net Revenue" shall mean, for any applicable period of time, Gross Revenue for that same period of time solely less (a) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a Federal, state or local taxing authority for any applicable entertainment, amusement, or sales taxes or similar levies on the sale or license of Tickets; (b) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third party ticket distributor in connection with the sale or license of any Ticket to an end-user; (c) amounts actually paid by or on behalf of Licensee or one of its Affiliates to a third party theater or facility operator for per-Ticket theater restoration or similar facility charges; (d) amounts attributable to fees or charges paid by attendees for parking at or near any applicable Premises, but solely to the extent that such fees or charges are treated in the show contract as separate and apart from amounts attributable to the sale or license of a right to admission, entry or attendance of or to a Live Concert Event; and (e) for Benefit Concert Events, amounts actually paid by or on behalf of Licensee or one of its Affiliates to the applicable charitable cause or institution for such events on behalf of any applicable performing artist, such amounts not to exceed \$7.50 per Ticket.

1.15. "Premises" means the physical location at which an applicable Live Concert Event is held.

1.16. "Territory" means the United States of America, its territories, dependencies and possessions and the Commonwealth of Puerto Rico.

1.17. "Tickets" means any media, whether physical or digital including but not limited to, physical tickets, badges, bracelets and digital tokens, codes and identifiers, that are sold, licensed or otherwise made available by Licensee or one of its Affiliates as evidence of a grant of rights to the admission, entry or attendance of or to a Live Concert Event.

Article 2. License Grant.

2.1. Scope of License. Subject to the terms and conditions of this Agreement, ASCAP hereby grants to Licensee a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license, solely during the Term, to make non-dramatic public performances of the ASCAP Repertory (or any part thereof) solely in connection with Live Concert Events in the Territory (which includes the right to authorize any applicable performing artist and any person acting on behalf of any applicable performing artist to make non-dramatic public performances of the ASCAP Repertory without the need for additional license from ASCAP or any person or entity represented by ASCAP (or any part thereof) in connection with Live Concert Events), including public performances by way of recorded music that is broadcast solely within an applicable Premises immediately preceding, following, or during pauses of an applicable live music performance.

2.2. Limitations on Licensee's Rights. Nothing in this Agreement shall be construed to grant to Licensee or its Affiliates the right to perform publicly the ASCAP Repertory (or any part thereof) to persons outside of an applicable Premises by broadcast, transmission or any other distribution means, method or technology, including by wire, cable, other electronic means or any internet-connected websites, software applications, systems, platforms, devices, products and/or services, whether or not such means, method or technology are owned, operated, distributed, maintained and/or managed by or on behalf of Licensee, without the prior written consent of, or valid license from, ASCAP in each instance.

2.3. License Limited to Non-Dramatic Performances. The license granted herein is limited to non-dramatic performances of the Musical Works in the ASCAP Repertory. This Agreement does not authorize the dramatic performances of any Musical Work in the ASCAP Repertory, nor does it authorize the public performance of any opera, operetta, musical comedy, play with music, revue, ballet or like production or performance. Nothing in this Agreement shall be construed to grant to Licensee, or to authorize Licensee to grant to any of its Affiliates or any third party, any other music-related rights, including the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any Musical Works (or any part thereof) that are included in the ASCAP Repertory licensed under the Agreement or any sound recording embodying any such Musical Works.

2.4. Orchestral, Concert Band, or Glee Club Arrangements. Nothing in this Agreement shall be construed to grant to Licensee the right to perform any special orchestral, concert band, or glee club arrangements or transcriptions of any Musical Work in the ASCAP Repertory, unless such arrangements or transcriptions arrangements are likewise in the ASCAP Repertory.

2.5. Reservation of Rights. Except for the limited rights and licenses granted to Licensee pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the ASCAP Repertory or any of ASCAP's rights or interests therein or any other ASCAP intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

2.6. State Disclosure Statutes and Related Information. Exhibit C hereto sets forth certain disclosures, notices, rights and other information that may apply to Licensee depending upon, among other things, the state, territory and/or the location of the Premises ("State Disclosure Statement"). In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the State Disclosure Statement, the terms and conditions of the State Disclosure Statement shall control to the extent necessary to resolve any such conflict.

Article 3. Restrictions and Conditions.

3.1. No Right to Sublicense or Redistribute. Except as otherwise expressly provided in Section 2.1 or in a separate agreement, in no event shall Licensee sublicense, transfer, convey or assign this Agreement and/or the rights granted to Licensee herein, or otherwise license to any third party the right to perform publicly or redistribute in any way any Musical Work in the ASCAP Repertory. Nothing in this Agreement shall be deemed to grant to any party other than Licensee any right to perform publicly by any means, method or process whatsoever any Musical Work in the ASCAP Repertory licensed pursuant to this Agreement beyond the applicable Premises of a performance licensed hereunder, including any transmission, retransmission or further transmission of any such Musical Works.

3.2. Restriction of Works. ASCAP reserves the right at its sole discretion to restrict and exclude from the license granted hereunder any Musical Work in the ASCAP Repertory (a) in the event ASCAP receives notice from an ASCAP Member or FPRO (or member thereof) who holds an interest in such Musical Work objecting to the use of such Musical Work as part of any Live Concert Event in order to protect the Musical Work against indiscriminate performances or the value of public performance rights therein, or (b) as may be reasonably necessary in connection with any claim or litigation involving the performing rights in such Musical Work.

Article 4. Services Made Available Via the ASCAP Website.

ASCAP may provide Licensee with the ability to access certain services relating to this Agreement on the ASCAP Website via Licensee's User Account (e.g., payment of Fees, notice relating to any changes relating to Licensee). Licensee agrees that any use of such services made available by ASCAP on the ASCAP Website, including without limitation, via Licensee's User Account, shall be subject to the ASCAP Terms of Use and further, that the use of services relating to the payment of Interim Fees through the ASCAP Website and Licensee's User Account are subject to Article 5.

Article 5. Fees and Reporting.

5.1. Interim Fees and Payment. In consideration of the rights granted in this Agreement and subject to, and in accordance with, the terms and conditions of this Agreement, Licensee agrees to pay ASCAP, and ASCAP agrees to accept, an interim license fee for each Concert Event based on the Rate Schedule attached hereto and made part hereof as Exhibit A (collectively, the "Interim Fees"). Licensee shall pay any and all Interim Fees due and payable to ASCAP hereunder on a quarterly basis, with payments due within forty-five (45) days after the end each applicable calendar quarter. ASCAP shall be entitled to charge and receive from Licensee a late payment charge for all amounts not paid when due, equal to one and one-half percent (1-1/2%) per month, or the maximum rate permitted by New York law, whichever is less, calculated from the date such payments were due.

5.2. Interim Fee Acknowledgement. Licensee acknowledges and agrees that the Interim Fees set forth herein shall be subject to retroactive adjustment upon agreement between ASCAP and Licensee as to, or court determination in a proceeding under Section IX of AFJ2 of, new interim or final license fees for the period commencing upon the Effective Date.

5.3. Reporting

5.3.1. Reports. On a calendar quarterly basis during the Term, on or before forty-five (45) days following the end of each calendar quarter during the Term, Licensee shall submit to ASCAP a report detailing the information necessary for the calculation of Interim Fees for the applicable calendar quarter, including, for each applicable Live Concert Event: (a) the date presented; (b) the city, state, and name of the Premises; (c) the name(s) of the attraction(s) appearing; (d) Net Revenue, and (e) whether such event is a Benefit Concert Event and, if so, the name and address of the charitable cause(s) or institution(s) to which the proceeds were donated in the form attached as Exhibit B (each, a "Fee Report"). In addition, solely for Live Concert Events where ASCAP lacks access to such information through ASCAP Members or publicly available resources, and upon written request to Licensee, Licensee shall undertake commercially reasonable efforts to provide to ASCAP a report containing information associated with the performance of Musical Works at such Live Concert Events, including, to the extent available: (x) the date; (y) Premises name and address; and (z) the set list for each musical act and/or performer, including each Musical Work performed (each a "Music Use Report" and, together with the Fee Reports, the "Reports"). Except for the persistent, uncured failure to provide Music Use Reports as provided herein, the failure to provide complete information for all applicable Live Concert Events shall not, in and of itself, be deemed a breach of this Agreement.

5.3.2. Acceptance of Reports. Acceptance by ASCAP of any Interim Fee payments or any Report shall not preclude ASCAP from subsequently questioning or auditing any aspect of such amounts or any Fee Report. In addition, without limiting any of the provisions of Section 4.3.1, Licensee shall use commercially reasonable efforts to provide ASCAP with any additional data, information and substantiating documentation as ASCAP may reasonably request from time to time and as is reasonably available to Licensee, such additional data, information and substantiating documentation, including any data, information and documentation that (a) is necessary to substantiate the Interim Fee amounts, including applicable deductions as set forth in Section 1.19 and/or whether an event qualifies as a Benefit Live Event or Free Concert Event; (b) ASCAP reasonably requires in order to calculate and distribute royalties in connection with the public performance of Musical Works in the ASCAP Repertory; and/or (c) is generated or collected by or on behalf of Licensee relating to the public performance of Musical Works in the ASCAP Repertory on or through the Live Concert Events.

5.3.3. Miscellaneous. If Licensee fails to submit a report or payment in a timely manner, ASCAP may calculate the fees due from data provided by concert industry publications such as *Pollstar* or based upon fees payable in prior years.

5.4. Audit. With respect to each Live Concert Event licensed hereunder, for a period of three years following such event: (a) Licensee shall maintain and keep complete and accurate records in accordance with generally accepted accounting principles consistently applied and sufficient to verify compliance with its obligations hereunder; and (b) ASCAP shall have the right, by its authorized representatives and/or third party designees, any time during customary business hours, and upon 30 days written notice, to examine the books and records of account of Licensee to verify any Reports and any other information provided to ASCAP by Licensee. In the event any such audit shows an underpayment of the Fees for the period in question, Licensee shall (a) pay a finance charge on the additional Interim Fees due of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, calculated from the date(s) the additional Interim Fees were due and (b) if the underpayment is five percent (5%) or more of the total amount due for the period in question, then Licensee shall also reimburse ASCAP for ASCAP's reasonable costs actually incurred as a result of the audit. ASCAP agrees that the books and records and any other material examined by it and its authorized representatives and/or third party designees shall remain confidential and ASCAP agrees that it will not, during the term of this Agreement or after termination of this Agreement, disclose any non-public information examined or learned during the examination.

Article 6. Interim License Period.

This Agreement shall commence on the Effective Date and shall continue thereafter until agreement between ASCAP and Licensee as to, or court determination in a proceeding under Section IX of AFJ2 of, new interim or final license fees for the period commencing upon the Effective Date, unless earlier terminated in accordance with the terms and conditions set forth herein (the "Interim License Period"). The 60-day negotiating period prescribed by Section IX of AFJ2 shall be extended through and including the end of the Interim License Period or such other date as may be mutually agreed by the Parties.

Article 7. Representations, Warranties and Covenants.

Licensee represents and warrants to ASCAP that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it pursuant to this Agreement, (b) the execution of this Agreement and performance of its obligations pursuant to this Agreement do not and shall not violate any other agreement to which it is a party, (c) this Agreement constitutes the legal, valid and binding obligation of Licensee when executed and delivered and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations. As between the Parties, Licensee shall be solely responsible for (y) obtaining any and all consents and licenses to the extent required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders in Live Concert Events in the Territory and (z) payment of all royalties, license fees, clearance costs and any other fees, costs and expenses to such third-party rights holders in connection with the same.

Article 8. Indemnification.

Licensee agree to defend and handle at its own cost and expense any claim, demand or action against ASCAP, its affiliates and the ASCAP Members, and each of their respective officers, directors, employees, representatives and agents (each an "ASCAP Indemnitee") by a third party (*i.e.* a party other than ASCAP) arising out of, based upon or in connection with (a) any actual or alleged breach of Licensee's representations, warranties and covenants contained in this Agreement and (b) any failure or alleged failure of Licensee to obtain any consents and/or licenses required for the public performance of any interests in any Co-Owned Works controlled by, vested in and/or assigned to any third-party rights holders in Live Concert Events in the Territory. Licensee agrees to indemnify and hold the ASCAP Indemnitees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action. Licensee shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (i) that no settlement or compromise affecting the financial or legal obligations of any ASCAP Indemnitee shall be entered into or agreed to without the applicable ASCAP Indemnitee's prior written approval and unless such settlement contains an unconditional release by the claimant or the plaintiff of the ASCAP Indemnitee, its officers, directors, employees, representatives and agents from all liability in respect of such claim or action and (ii) each ASCAP

Indemnatee has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

Article 9. Confidentiality.

8.1 Non-Disclosure. Except as otherwise expressly provided in Section 8.2, the Parties agree to regard and preserve as confidential (a) copies of this Agreement; (b) License Fee Reports, Live Concert Event Reports, and Music Use Reports, the information contained therein, and any additional information provided or exchanged in connection with Article 4; (d) all information related to the rights and obligations of each Party hereunder and (e) the economic and financial terms and conditions contained in or otherwise referenced in this Agreement (collectively, the "Confidential Information"). Subject to Section 8.2, each Party agrees to hold the Confidential Information in trust and confidence and shall not to disclose or otherwise make available such Confidential Information to any third party (excluding any Party's outside counsel and auditors and personnel of any Affiliate on a need-to-know basis for purposes directly related to the performance of the Party's obligations hereunder).

8.2 Exclusions. The Parties agree that information shall not be considered Confidential Information to the extent, but only to the extent, that such information (a) is publicly known at the time of the disclosure, (b) becomes publicly known other than by breach of the terms hereof, (c) becomes known to the receiving Party, without restriction, from a source free of any obligation of confidentiality and without breach hereof or (d) is independently developed by the receiving Party without use of or reference to Confidential Information of the other Party. In addition, the Parties agree that, notwithstanding Section 8.1, nothing contained in this Agreement shall prevent or restrict any of the following disclosures:

- 8.2.1 Either Party may disclose the Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, that the disclosing Party shall provide prompt notice of the same prior to such required disclosure such that the other Party may seek a protective order or other appropriate remedy to safeguard, restrict and/or limit the disclosure of such Confidential Information.
- 8.2.2 Either Party may disclose the existence of this Agreement, identify any Party to this Agreement and describe the general nature of the scope of the license and rights granted to Licensee.
- 8.2.3 Licensee may disclose the rate and fees owed by Licensee in connection with any Live Concert Event to third parties, including but not limited to performing artists and their agents and representatives, solely as required to account to such persons or entities in connection with the applicable Live Concert Event in the ordinary course of their dealings.
- 8.2.4 ASCAP may disclose any Music Use Report or the economic terms hereof, to (a) any ASCAP Member or third party for whom ASCAP, or an Affiliate of ASCAP, provides services in connection with the administration of public performance rights, (each an "ASCAP Administration Client") provided that only information specifically pertaining to such ASCAP Member or ASCAP Administration Client shall be provided, and only to the extent necessary for ASCAP to comply with its obligations to such ASCAP Member or ASCAP Administration Client, as applicable or (b) any prospective ASCAP Member or prospective ASCAP Administration Client, provided that such information is disclosed solely in aggregate form with information related to other services licensed by ASCAP and solely to the extent necessary to estimate the amounts payable to such persons if they were to become ASCAP Members or ASCAP Administration Clients, as applicable.
- 8.2.5 ASCAP may use information contained in any Music Use Report in connection with and in furtherance of (a) performing any of its obligations hereunder, (b) administering, calculating and/or distributing royalties or any other payments in connection with the public performance of any Musical Work (or any part thereof) in the ASCAP Repertory and/or (c) ASCAP's internal business purposes.
- 8.2.6 ASCAP may disclose the material terms and conditions of this Agreement to any individual who is a member of ASCAP's board of directors, solely to the extent necessary to enable such individual to fulfill his or her duties as a member of ASCAP's board of directors.

8.3 Recipients. Each Party shall, in advance, by agreement, instruction or otherwise, ensure that each individual who obtains or is in a position to obtain Confidential Information of the other Party understands and has agreed to comply with the obligations in this Article 8.

Article 10. Notices.

All notices and other communications required or permitted pursuant to this Agreement shall be in writing and transmitted via email at tyler@avant-gardner.com, if to Licensee, to the applicable Party and at glcs@ascap.com, if to ASCAP, unless, by

notice, a Party changes or supplements the addressee and addresses for giving notice; provided, however, that ASCAP shall also have the right to provide notice and other communications to Licensee hereunder in writing that are delivered personally, mailed via certified mail, postage prepaid, or via a nationally recognized overnight courier. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified above or when transmitted via email.

Article 11. Miscellaneous.

This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, except that Licensee shall not be permitted to assign, convey, transfer or subcontract this Agreement or any of its rights or obligations hereunder, in whole or in part, without ASCAP’s prior written consent (which may be withheld in ASCAP’s sole and absolute discretion) and any purported assignment without such consent shall be void ab initio and of no force and effect. Each Party is an independent contractor and neither Party’s personnel are employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in this Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one Party an agent of the other Party. This Agreement shall be governed by the law of the State of New York and the Parties irrevocably submit to the jurisdiction of the state and federal courts of situated in the City, County and State of New York. Except as specifically set forth herein, all consents, request and approvals to be given under this Agreement shall be in writing and not be unreasonably withheld. This Agreement may be amended or modified only by the written agreement of the Parties. If any provision of this Agreement is held to be invalid, the remaining provisions hereof shall remain in full force and effect. This Agreement constitutes the entire agreement between Licensee and ASCAP and supersedes any prior agreements, written or oral with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**AMERICAN SOCIETY OF COMPOSERS, AUTHORS
AND PUBLISHERS**

By: _____
Name: _____
Title: _____

DocuSigned by:
Rhoda Farris
[Type or Print]
05F3D5CCA872483...

Avant Gardner, LLC

By: _____
Name: _____
Title: _____

DocuSigned by:
Tyler Tran
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[Type or Print]

EXHIBIT A**Rate Schedule****FOR LIVE CONCERT EVENTS OTHER THAN FREE CONCERT EVENTS**

Seating Capacity*	Percentage Applied to Net Revenue
0 -> 2,500	0.80%
2,501 -> 5,000	0.40%
5,001 -> 10,000	0.25%
10,001 -> 25,000	0.20%
More than 25,000	0.10%

- Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.

FOR BENEFIT CONCERT EVENTS AND FREE CONCERT EVENTS

Seating Capacity*	Rate Per Event
0 -> 5,500	\$12.00
5,501 -> 10,000	\$62.00
10,001 -> 20,000	\$130.00
20,001 -> 60,000	\$219.00
More than 60,000	\$428.00

MINIMUM ANNUAL FEE. The minimum annual fee payable hereunder shall be \$302.00.

Per-Event Rates For Year 2025 and Thereafter

The per-event rates for Free Concert Events, and the minimum annual fee for each calendar year commencing 2025 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest \$1.00.

EXHIBIT B
FEE REPORT FORM

Account Name: _____ **Account Number:** _____

I. REPORT PERIOD: _____
(Start date and end date of applicable calendar quarter)

II. INTERIM FEE CALCULATION AND LIVE CONCERT EVENT INFORMATION:

Date	Headlining Act	Support Act(s)	Venue	City, ST	Capacity	Net Revenue	Benefit or Free Event (y/n)	Fee Amount*

* Enter amount based on Rate Schedule

III. CERTIFICATION:

I hereby certify on this ____ day of _____, _____ that the above is true and correct.

On behalf of [LICENSEE]

By: _____
Name: _____
[Type or Print]
Title: _____

ASCAP LICENSE FEES (ESTIMATED) FOR JAN 1 TO AUG 4, 2025 FOR AVANT GARDNER, LLC
ASCAP ACCOUNT NUMBER 500900333, AVANT GARDNER, BROOKLYN, NY

EventDate	Quarter	Performer	Venue	Seating Capacity	Ticket Price	Gross Revenue	ASCAP Rate Applied	ASCAP License Fee
1/1/2025	2025Q1	Amtrac	Kings Hall	800	\$55.00	\$44,000.00	0.80%	\$352.00
1/1/2025	2025Q1	Amtrac	Kings Hall	800	\$55.00	\$44,000.00	0.80%	\$352.00
1/1/2025	2025Q1	Amtrac	Kings Hall	800	\$55.00	\$44,000.00	0.80%	\$352.00
1/1/2025	2025Q1	Monkey Safari	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
1/11/2025	2025Q1	HE\$H	Kings Hall	800	\$55.00	\$44,000.00	0.80%	\$352.00
1/17/2025	2025Q1	MALAA	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
1/30/2025	2025Q1	Illenium	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
1/31/2025	2025Q1	Irene	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
2/1/2025	2025Q1	DJ Snake	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
2/6/2025	2025Q1	Tiesto	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
2/7/2025	2025Q1	Tiesto	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
2/8/2025	2025Q1	MRAK	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
2/14/2025	2025Q1	Twopercent	Kings Hall	800	\$55.00	\$44,000.00	0.80%	\$352.00
2/21/2025	2025Q1	Gareth Emery	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
2/22/2025	2025Q1	Gareth Emery	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
2/28/2025	2025Q1	Vincent Antone	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
3/15/2025	2025Q1	Vini Vici	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
3/21/2025	2025Q1	Zeds Dead	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
3/22/2025	2025Q1	Zeds Dead	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
4/4/2025	2025Q2	Meute	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
4/5/2025	2025Q2	Lily Palmer	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
5/3/2025	2025Q2	Austin Miltz	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
5/4/2025	2025Q2	Austin Miltz	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
5/9/2025	2025Q2	Kayzo Mozey	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
5/10/2025	2025Q2	Miss Monique	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
5/15/2025	2025Q2	Brutalismus 3000	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
5/17/2025	2025Q2	Anjunabeats Showcase	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
5/23/2025	2025Q2	Odd Mob	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
5/24/2025	2025Q2	Charlotte De Witte	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
5/31/2025	2025Q2	Deborah De Luca	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
6/20/2025	2025Q2	Dixon	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10
6/28/2025	2025Q2	Tom Stephan	Great Hall	3,400		\$333,275.00	0.40%	\$1,333.10

ASCAP LICENSE FEES (ESTIMATED) FOR JAN 1, 2025 THROUGH AUGUST 4, 2025

\$37,753.70

Notes

- 1 License Fees for all events at Kings Hall based on seating capacity for Kings Hall of 800, multiplied by the Kings Hall published Average Ticket Price of \$55.00 for that time period.
- 2 License Fees for all events at Great Hall based on published Pollstar revenues for Great Hall.



INVOICE

Invoice Date: 12/5/2025

Account No: 500900333

Billing Period: 1/1/2025 – 8/4/2025

Total Amount Due This Invoice: \$37,753.70

When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from the bank. You agree to pay a fee up to \$30 if your check is returned unpaid. Returned checks may be represented electronically.

Please remember to include the account number with all checks. Retain bottom portion for your records. Thanks in advance for your prompt payment.

Invoice Date: 12/5/2025

Account No: 500900333

Billing Period: 1/1/2025 – 8/4/2025

Total Amount Due This Invoice: \$37,753.70

American Society of Composers, Authors and Publishers

PO Box 331608-7515 Nashville TN 37203-9998

800-652-7227 Phone