

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Joint Administration Requested)

NOTICE OF FILING OF REDACTED AGENCY FEE LETTER

PLEASE TAKE NOTICE that on August 4, 2025, the above-captioned debtors and debtors in possession filed under seal the *Notice of Filing of Agency Fee Letter* [D.I. 17] (the “Notice”),² which attached that certain Agent Fee Letter between the Borrowers and the DIP Agent. Attached to the DIP Motion as Exhibit A is a proposed form of order approving the DIP Motion on an interim basis (the “Interim Order”). Attached as Exhibit A to the Interim Order is the DIP Term Loan Note.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 9018-(d)(ii) of the Local Rules of the United States Bankruptcy Court for the District of Delaware, attached hereto as **Exhibit 1** is the redacted version of the Agent Fee Letter.

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors’ service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.



Dated: August 4, 2025
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,
LLP**

/s/ S. Alexander Faris

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*Proposed Counsel to the Debtors and Debtors in
Possession*

EXHIBIT 1

Redacted Agency Fee Letter



[____], 2025

Fee Letter

Avant Gardner, LLC
AGDP Holding Inc.
140 Steward Avenue
Brooklyn, New York 11237
Attn: Faisal Lateef, General Counsel

Ladies and Gentlemen:

Reference is made to that certain Debtor in Possession Secured Term Promissory Note dated as of even date herewith (as amended, restated, modified or supplemented from time to time, the “DIP Note”) by and among Avant Gardner, LLC, a New York limited liability company (“Avant Gardner”), AGDP Holding Inc., a New York corporation (the “Parent” and together with Avant Gardner, each a “Borrower” and collectively, the “Borrowers”), the lending institutions from time to time party thereto (collectively, the “Lenders”), and Alter Domus (US) LLC (“Alter Domus”), as administrative agent and collateral agent for the Lenders (in such capacity, the “Agent”), regarding the financing described therein (the “Credit Facility”). Capitalized terms used but not defined herein are used with the meanings assigned to them in the DIP Note. This letter agreement (“Fee Letter”) is the “Agent Fee Letter” referred to in Section 8(b) of the DIP Note.

As consideration for Alter Domus’ agreement to serve as the Agent in connection with the Credit Facility, the Borrowers agree, jointly and severally, to pay to Alter Domus the following fees and expenses:

(i) a one-time set-up fee in the amount of [REDACTED], which fee shall be fully earned and due and payable to Alter Domus on the date that the Interim Order has been entered (“Effective Date”);

(ii) a per annum administration fee (“Admin Fee”) in the amount of [REDACTED]. The Admin Fee shall be due and payable annually, in advance, by the Borrowers to Alter Domus commencing on the Effective Date and continuing on each anniversary of the Effective Date until the earlier to occur of (A) the payment in cash in full of all Obligations (other than any contingent and unasserted indemnification Obligations) owing under the DIP Note and the other DIP Documents and (B) when the DIP Note and all other DIP Documents are otherwise terminated;



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(iii) without duplication of amounts paid to Alter Domus pursuant to Section 21(b) of the DIP Note, upon the occurrence and during the continuance of an Event of Default, Alter Domus' documented standard hourly default administration fee for administrative tasks or processes performed by Alter Domus in its capacity as Agent during the continuance of and in connection with such Event of Default; and

(iv) whether or not the Effective Date occurs and the Credit Facility is consummated, and without duplication of fees and expenses paid pursuant to Section 21(b) of the DIP Note, the reasonable and documented out-of-pocket legal fees and expenses of Alter Domus (including estimated post-closing fees and expenses) associated with the closing of the Credit Facility and the negotiation and preparation of the DIP Note and the other DIP Documents, which fees and expenses shall be paid to Alter Domus (or, at Alter Domus' election, directly to its counsel) on the Effective Date.

In addition, but without duplication of the fees set forth herein, Alter Domus, and the Lenders shall be paid the other fees specified in the DIP Note, and Alter Domus and the Borrowers agree to negotiate, in good faith, an increase to the Admin Fee in conjunction with any modification or amendment to the Credit Facility that materially increases the administrative tasks or processes performed by Alter Domus in its capacity as Agent. Any such increase to the Admin Fee shall be agreed upon, in writing, by Alter Domus and the Borrowers prior to the effective date of the corresponding amendment or modification.

The undersigned agrees that, once paid, the fees or any part thereof payable hereunder and under the DIP Note shall not be refundable under any circumstances, regardless of whether the transactions contemplated by the DIP Note are consummated. All fees payable hereunder and under the DIP Note shall be paid in immediately available funds. Any fee due on a date that is not a Business Day shall be due and payable on the next succeeding Business Day.

It is understood and agreed that this Fee Letter shall not constitute or give rise to any obligation to provide any financing. Such an obligation will arise only to the extent provided in the DIP Note if accepted in accordance with its terms. This Fee Letter may not be amended or waived except by an instrument in writing signed by Alter Domus and the Borrowers. This Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York. This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

Each of the parties agrees to maintain the confidentiality of the contents of this Fee Letter, except that the contents hereof may be disclosed (a) to its partners, directors, officers, employees, agents, funding sources, attorneys, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of hereof and instructed to keep the contents hereof confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by applicable laws or regulations or by any subpoena or

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similar legal process, (d) to any other party hereto, and (e) in connection with the exercise of any remedies hereunder or under any other DIP Document or any action or proceeding relating to this Fee Letter or any other DIP Document or the enforcement of rights hereunder or thereunder.

[Remainder of Page Intentionally Left Blank]

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter.

Very truly yours,

ALTER DOMUS (US) LLC

By: _____

Name:

Title:

Accepted and agreed to as of the date first above written by:

AGDP HOLDING INC., as a Borrower

By: _____
Name: _____
Title: _____

AVANT GARDNER, LLC, as a Borrower

By: _____
Name: _____
Title: _____