

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In Re:

Chapter 11

AGDP HOLDINGS LLP *et al.*

Case No. 25-11446 (MFW)

(Jointly Administered)

Debtors

**HEINI CONSTRUCTION LLC NOTICE OF INTENT TO PERFECT  
MECHANIC'S LIENS UNDER 11 U.S.C. § 546(b)**

HEINI LIMITED LIABILITY COMPANY ("Heini") hereby files its notice of intent to perfect its mechanic's lien, and respectfully states as follows:

1. Heini provided labor, services, equipment and/or materials to Avant Gardner, LLC Company ("Debtor") at 528 Meserole Street, Brooklyn, New York 11237, consisting of Block 2977, Lot 16, Kings County Tax Map and 140 Stewart Avenue, Brooklyn, New York 11237, consisting of Block 2977, Lot 1, Kings County Tax Map (the "Properties"). The Properties are not owned by the Debtor. The job was for construction of the event facility to be used by the Debtor on the Properties. The first date of labor/materials was February 1, 2025 and the last date was June 13, 2025. Heini has a claim against the Debtor in the amount of \$2,358,089.90 (the "Claim"), When Debtor failed to pay the Claim, Heini was thereafter authorized under New York Lien Law to file its mechanic's lien against the non-debtor Properties.

2. Heini holds a right to assert a valid statutory mechanic's lien (the "Mechanic's Lien") and right to file same against the Properties pursuant to Article 3 *et. seq.* of the New York Lien Law. Pursuant to 11 U.S.C. § 546(b)(2), Heini provides this notice to file, preserve, maintain, and foreclose on its Mechanic's Lien, and its rights and *in rem* interest in the Properties. The interest perfected, maintained, or continued by section 546 of the Bankruptcy Code extends in and to the proceeds, products, offspring, rents, or profits of the Properties. Heini's Mechanic's Lien is



senior to and effective against any persons or entities that previously may have acquired rights or interests in the Properties. This Notice constitutes notice of Heini's intent to have its Mechanic's Lien filed in the recorder's office for the county where the Properties in question are located and then intending on commencing a suit to foreclose the lien in the proper court. Accordingly, by reason of this Notice, the Debtor and other parties in interest are estopped from claiming that the lawsuit to enforce Heini's Lien was not timely commenced pursuant to applicable state law. Heini intends to enforce its mechanics' lien rights to the fullest extent permitted by applicable law.

3. In addition to the amount of the Claim, Heini is entitled to interest on its Claim and its costs, including attorneys' fees, in connection with, *inter alia*, obtaining the Mechanic's Lien, and protecting its rights with respect to its Claim and Mechanic's Lien in the Debtors' bankruptcy cases. A calculation of the prejudgment interest that has accrued on the Claim, that is secured by the Mechanic's Lien, has not yet been made, but will be supplied to Debtor upon written request.

4. Heini reserves the right to supplement and/or amend this Notice. Heini retains its right to foreclose its Mechanic's Lien against the Properties which are not property of the Debtor's estate, and to pursue all other rights and remedies it may have at law or in equity.

Date: September 25, 2025

**THE ROSNER LAW GROUP LLC**

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