

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

In re:

BURGESS BIOPOWER, LLC, *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-10235 (LSS)

(Joint Administration Requested)

**NOTICE OF FILING OF PROPOSED REDACTED  
VERSION OF THE DEBTOR IN POSSESSION FINANCING FEE LETTER**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession have today filed the, attached as **Exhibit 1** hereto, proposed redacted version of the *Berlin Station DIP Financing Project Finance Agency Services* fee letter (the “Fee Letter”)<sup>2</sup> with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801.

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: Burgess BioPower, LLC (0971) and Berlin Station, LLC (1913). The Debtors’ corporate headquarters are located at c/o CS Operations, Inc., 631 US Hwy 1, #300, North Palm Beach, FL 33408.

<sup>2</sup> Contemporaneously herewith, the Debtors have filed the *Motion of Debtors Pursuant to 11 U.S.C. §§ 105 and 107, Fed. R. Bankr. P. 9018 and Del. Bankr. L.R. 9018-1 for Entry of an Order (I) Authorizing Debtors to File Fee Letter Under Seal and (II) Granting Related Relief.*

Dated: February 11, 2024  
Wilmington, Delaware

/s/ Katharina Earle

Chantelle D. McClamb (No. 5978)

Katharina Earle (No. 6348)

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*Proposed Co-Counsel for Debtors Burgess  
BioPower, LLC and Berlin Station, LLC*

**Exhibit 1**

**(Proposed Redacted Fee Letter)**

Deutsche Bank  
Trust & Agency Services



# Berlin Station DIP Financing

## Project Finance Agency Services

February 8, 2024

**Presented By:**

Amneris (Annie) Koutsavgousti

Phone: 212-250-8209

E-mail: [amneris.koutsavgousti@db.com](mailto:amneris.koutsavgousti@db.com)

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YEARS  
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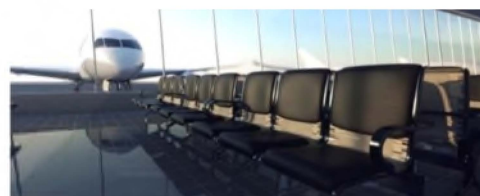
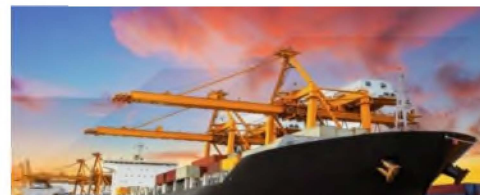


## Project Finance Agency Services

Major projects often involve complex international financing arrangements. It is therefore critical to appoint a team of knowledgeable professionals to provide effective and comprehensive financial administration for the project.

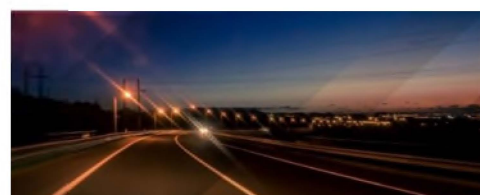
With a consistent focus on client satisfaction, a worldwide team of dedicated trust and securities experts, a fully integrated global network of offices, and a track record of product innovation, Deutsche Bank Project Finance Agency offers our clients a professional, high-quality service:

- Debt Service Management
- Covenant Monitoring
- Safekeeping of Security
- Project Cash Flow Processing
- Waiver and Amendment Management



## Why Choose Deutsche Bank

- Deutsche Bank is a **multi-award-winning** provider of trust and administrative services to the global infrastructure and energy market
- The Project Finance Agency Americas team **closed more than 500 transactions** in the past 10 years
- With **expertise in all project finance sectors and loan asset classes**, our team provides custom-made services and values long-term relationships
- Deutsche Bank also has an **international breadth** with teams in the American, European, and Asian markets



### Recent Awards and Recognitions







## Berlin Station DIP Financing Project Finance Agency Services

### All Roles

#### Acceptance Fee:

*(One-time fee payable at closing)*

Covers the acceptance of Deutsche Bank Trust Company Americas to act as Administrative Agent, Collateral Agent, and Account Bank; the study and consideration of the Agency documents and other Transaction Documents and the establishment of the necessary accounts and procedures.

### Collateral Agent

#### Semi-Annual Administration Fee:

*(Will start accruing six months from the official closing of the deal)*

Covers the normal administrative functions of the Collateral Agent, maintenance of the records, follow-up of the agreement's provisions, and duties required by the Collateral Agent under the terms of the relevant agreement pre any enforcement .

### Administrative Agent:

#### Semi-Annual Administration Fee:

*(Payable semi-annually in advance of that period or portion thereof)*

The monthly fee covers normal administrative functions of the Administrative Agent, maintenance of the records, processing of draws and payments, receiving and disseminating covenant compliance and reporting items, interacting with the borrower, lenders and external consultants, and other customary administrative functions.

### Account Bank

#### Monthly Administration Fee:

*(Payable on a monthly basis)*

Covers the safekeeping of assets, normal administrative functions of the Account Bank, maintenance of the records, follow-up of the agreement's provisions, generation of monthly reports, and any other duties required by the Account Bank under the terms of the relevant agreements.

### Transactional Charges

- Debt Domain or other Virtual Data Room fees: [REDACTED]
- Outgoing Wire Transfers (Per Wire): [REDACTED]
- Investment Transactions (Per Trade): [REDACTED]

### Legal Counsel And Advisor Fees

The fees and expenses of external counsel and advisors: [REDACTED]

### Transaction Assumptions:

While DBTCA is acting as Collateral Agent, it will not charge any separate fees for acting as collateral agent under the Collateral Agency, Subordination, and Intercreditor Agreement, dated as of September 2, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among, inter alios, Berlin Station, LLC and Deutsche Bank Trust Company Americas, as collateral agent



# Deutsche Bank

## Trust & Agency Services



### General Terms of Business

#### General Terms

- This proposal is confidential. You may not disclose the contents to any person except (i) to your employees and your professional advisors (on a need-to-know confidential basis) and (ii) as required by law or regulation.
- Deutsche Bank's willingness to provide the services set out in this proposal is subject to Deutsche Bank being satisfied with (a) the transaction documentation being acceptable to us, and (b) the transaction satisfying Deutsche Bank's internal credit, conflict, approval and Know Your Client ("KYC") processes for both new transactions and new clients.
- All documentation will be subject to New York law, unless otherwise specified in the governing documents and acceptable to Deutsche Bank.
- We reserve the right to consult legal counsel during documentation review. We also reserve the right to obtain legal advice during the life of the transaction as circumstances warrant. In the event legal charges are incurred, these charges will be properly incurred and are your sole responsibility.
- If the aforementioned transaction should fail to reach financial close for any reason, or it closes without our appointment, we reserve the right to charge our acceptance fee, plus reimbursement for properly incurred legal fees and costs associated with due diligence on the transaction, including without limitation, in relation to KYC or on-boarding.
- Our fee proposal is based upon Deutsche Bank's current understanding of the transaction. If the proposed structure of, or circumstances surrounding, the transaction should evolve or change prior to the financial close, Deutsche Bank may submit an amended proposal.
- Following the financial close of the transaction, Deutsche Bank reserves the right to review the fee arrangement from time to time, and it reserves the right to charge additional remuneration if the bank is asked to undertake work of an exceptional nature or if such work, in Deutsche Bank's view, is outside the scope of the routine duties of its appointment.
- Unless otherwise provided for in the fee proposal, Deutsche Bank will charge fees for any security-holder meetings or corporate actions which include but are not limited to consent solicitations, call options, put options, early redemptions, maturity extensions, credit events, repurchases, or tenders and exchanges.
- You will promptly reimburse Deutsche Bank for any out-of-pocket expenses incurred by Deutsche Bank in the performance of its roles under the transaction documents, including but not limited to, all properly incurred legal fees and other documentary duties or taxes and expenses incurred in connection with the preparation and negotiation of the transaction.
- You are responsible for extraordinary expenses and fees for the performance of services not contemplated at the time of the execution of the documents or not specifically covered in this proposal. Such extraordinary fees and expenses include, but are not limited to those arising from security-holder meetings, activities relating to default and workout situations, travel and travel-related expenses, and amendments and releases.
- The Agent work related to consents, waivers and amendments will result in additional fees based on the scope of work involved.

#### Money Market Fund Investment Terms

- Unless otherwise instructed, we will place orders in accordance with your written investment instructions to buy / sell shares of money market mutual funds ("MMF") and other funds with the MMF or other fund provider(s) or their agents.
- If you choose to invest in a proprietary Money Market Fund ("MMF"), we and our affiliates may earn investment management fees and other fees associated with these MMFs, as disclosed in the relevant MMF's prospectus, in addition to the charges quoted above. In addition, we have entered into agreements with certain MMFs, including proprietary MMFs, or their agents to provide shareholder services to those MMFs. We are paid a fee by the MMFs for providing these shareholder services that, calculated on an annual basis, does not exceed 25 basis points of the average daily balance of the amount of your investment in these MMFs.
- Please note that Deutsche Bank's cutoff time for mutual fund investments is earlier than the cutoff time specified in the relevant fund provider's offering materials. Please confirm Deutsche Bank's cutoff time for your mutual fund investment with your sales representative.
- Shares of MMFs are not deposits or obligations of, or guaranteed by, us or any of our affiliates and are not insured by the Federal Deposit

- Insurance Corporation or any other agency of the U.S. Government.
- Investments in the MMFs involve the possible loss of principal. Please read the prospectus carefully before investing. We will provide periodic account statements describing transactions executed for your account(s). Trade confirms will be available upon your request at no additional charge.

#### Other Investment Terms

- Unless otherwise instructed, we will place orders in accordance with your written investment instructions to buy/sell deposits, securities and other financial instruments selected by you (the "Transactions") exclusively with DBSI our affiliated registered broker-dealer and will receive compensation from DBSI as a referral fee for referring these Transactions to DBSI. It is understood that this authorization to use DBSI to execute the Transactions constitutes a standing authorization and direction from you to use DBSI on such terms, regardless of whether DBSI offers the best available execution and notwithstanding that such arrangement will benefit our corporate trust department as a result of the referral fee payment. If you choose to instruct us to place orders for Transactions, DBSI and such third party broker-dealers through whom it executes will charge commissions and mark-ups/mark-downs that are taken out of sales proceeds in connection with Transactions (such compensation (the "Commissions"), and corporate trust will receive from DBSI a fixed fee which generally will not exceed in aggregate (calculated on an annualized basis) 1 percent of the Commissions.
- In placing orders with DBSI, we will act solely in a ministerial capacity in accordance with your written instructions and will exercise no discretion. We are not acting as an adviser to you or any of your employees or agents in respect of any Transaction. Neither we nor our affiliate is acting as a fiduciary for, or an adviser to, you or any of your employees or agents in respect of any Transaction and has not exercised any discretion in the selection of investments for you. If you choose to use other services provided by any of our affiliates, we may be allocated a portion of the fees earned.
- Funds deposited in Deutsche Bank, A.G. New York Branch are NOT insured by the Federal Deposit Insurance Corporation, (FDIC).

#### Foreign Exchange Processing Services

From time to time, a customer may request us to convert certain amounts held in, or to be received into, any account from one currency into another currency. Customers making any such request are advised that, in order to meet their request to convert such amounts into another currency, we may utilize Deutsche Bank AG or its affiliates (collectively, "DBAG") to effect such conversion by seeking to enter into a foreign exchange ("FX") transaction with DBAG. Each of the parties to the FX transaction will be acting in a principal capacity, and not as agent, fiduciary or broker, and may hold positions for its own account that are the same, similar, different or opposite to the positions of its customers. When we seek to execute an FX transaction to accomplish such conversion, customers should be aware that DBAG is a global dealer in FX for a full range of FX products and, as a result, the rate obtained in connection with any requested foreign currency conversion may be impacted by DBAG executing FX transactions for its own account or with another customer. In addition, in order to source liquidity for any FX transaction relating to any foreign currency conversion, DBAG may internally share economic terms relating to the relevant FX transaction with persons acting in a sales or trading capacity for DBAG or one of its agents. DBAG may charge us fees and/or commissions or add a mark-up in connection with such conversions, which are reflected in the rate at which the initial currency will be converted into such other currency. A portion of these fees or commissions or mark-up may be shared with us. Conversions shall be effected in a commercially reasonable manner, similar to that which is effected by DBAG in comparable transactions as principal for other similarly-situated customers. In no event shall we or DBAG be liable to you or any other party for the conversion rate so obtained.

**Deutsche Bank**  
**Trust & Agency Services**



## Berlin Station DIP Financing Project Finance Agency Services

### Contact Information

Amneris (Annie) Koutsavgousti  
Director | Sales Lead  
Trust & Agency Services

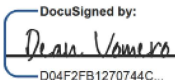
Deutsche Bank Trust Company Americas  
One Columbus Circle  
New York, NY 10019  
Phone: 212-250-8209  
E-mail: [amneris.koutsavgousti@db.com](mailto:amneris.koutsavgousti@db.com)

### Notice of Acceptance

Please indicate your acceptance to the above fee proposal and caveats by signing in the space provided below. This signed copy should be returned via PDF to the contact listed above before transaction review commences.

Print Name: Dean Vomero

Email: [Dean.Vomero@appliedbusinessstrategy.com](mailto:Dean.Vomero@appliedbusinessstrategy.com)

Signature:   
D04F2FB1270744C...

Company Name: Berlin Station, LLC

Date: February 8, 2024

### Billing Contact Information:

Print Name: Dean Vomero

Company Name: Berlin Station, LLC

Phone Number: 2169252611

Email: [Dean.Vomero@appliedbusinessstrategy.com](mailto:Dean.Vomero@appliedbusinessstrategy.com)

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North Palm Beach, FL 33408