

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

SECURE HOME HOLDINGS LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 21-10745 (xxx)

(Joint Administration Pending)

Related Docket Nos. 14 and 16

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

PLEASE TAKE NOTICE that on April 26, 2021, the above-captioned debtors and debtors-in-possession (the “**Debtors**”) filed the *Motion of the Debtors for Entry of Interim and Final Orders (i) Authorizing the Debtors to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(c)(4) and 364(e), (b) Granting Senior Liens and Superpriority Administrative Expense Status; (ii) Scheduling Final Hearing; and (iii) Granting Related Relief* [Docket No. 14] (the “**Motion**”).

PLEASE TAKE FURTHER NOTICE that also on April 26, 2021, the Debtors filed the *Debtors Motion for Entry of an Order Authorizing the Filing Under Seal of the Proposed Debtor in Possession Financing Fee Letter* [Docket No. 16] (the “**Seal Motion**”).

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 1** is the redacted version of the *Debtor in Possession Financing Fee Letter*.

Dated: April 26, 2021
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ William E. Chipman, Jr.

William E. Chipman, Jr. (No. 3818)
Robert W. Weber (No. 4083)
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¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: Secure Home Holdings LLC (1583); ACA Security Systems GP, LLC (5674); ACA Security Systems LP (3613); Hawk Creation, LLC (3525); and My Alarm Center, LLC (0273). The address of the Debtors’ corporate headquarters is 3803 West Chester Pike, Suite 100, Newtown Square, Pennsylvania 19073.

—and—

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Van C. Durrer, II (I.D. No. 3827)
Destiny N. Almogue (*pro hac vice* admission pending)
300 South Grand Avenue, Suite 3400
Los Angeles, California 90071-3144
Telephone: (213) 687-5000
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*Proposed Counsel for the Debtors and
Debtors in Possession*

EXHIBIT 1



DIP Agent Fee Letter

April [], 2021

My Alarm Center, LLC
ACA Security Systems, LP
Hawk Creation, LLC
as Borrowers
3803 West Chester Pike, Ste. 100
Newtown Square, Pennsylvania 19073
Attention: Evan Flamm, Chief Financial Officer

Ladies and Gentlemen:

Reference is made to (a) that certain Secured Superpriority Debtor-in-Possession Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") to be entered into by and among My Alarm Center, LLC , ACA Security Systems, LP, and Hawk Creation, LLC (collectively, the "Borrowers"), Acquiom Agency Services LLC ("Acquiom") and Seaport Loan Products LLC ("Seaport"), each in their capacities as co-administrative agents (the "Co-Administrative Agents"), and Acquiom, in its capacity as collateral agent (the "Collateral Agent" and collectively with the Co-Administrative Agents, the "Agents"), and the Lenders party thereto from time to time; and (b) the other Loan Documents and the other documents and agreements entered into in connection therewith (collectively, with the Credit Agreement, the "Loan Facility Documents"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Credit Agreement.

This letter agreement is the Agency Fee Letter referenced in Section 2.09(b) of the Credit Agreement. The Borrowers hereby agree to pay directly to the Agents for their own account, in their capacities as Agents, all fees set forth herein. All fees of the Agents shall be fully earned on the day that such fees are payable.

Acceptance Fee: [REDACTED]

The Acceptance Fee covers the pre-closing services of Acquiom and Seaport necessary to enter into the agency transition including review of the Loan Facility Documents, KYC review, establishing the necessary bank accounts, and coordination with deal parties in closing the agency transition. The Acceptance Fee is a one-time fee and is payable at the time of closing of the agency transition.

Annual Administration Fee: [REDACTED]

The Annual Administration Fee covers the day to day execution of the duties and responsibilities of Acquiom and Seaport in acting as the Co-Administrative Agents and Acquiom acting as the Collateral Agent



under the Loan Facility Documents. The Annual Administration Fee is due and payable annually in advance with the first year's payment due at the time of closing of the transaction.

The Agents reserve the right to increase the Annual Administration Fee from to time in conjunction with any modification or amendment to the Loan Facility Documents that materially increases the responsibilities or duties performed by the Agents. Any increase in the Annual Administration Fee shall be agreed upon by the Agents and the Borrowers prior to the effective date of the corresponding amendment or modification.

In addition to the amounts described herein, but without duplication, upon the occurrence and during the continuance of an Event of Default, the Agents may charge and shall be paid usual and customary hourly default administration fees for Agents' administration of the Loan Facility Documents in connection with such Event of Default.

The Borrowers also agree and acknowledge that the Borrowers are responsible to pay the costs and expenses of the Agents as set forth in Section 10.04 of the Credit Agreement (which will be billed and payable at cost), including but not limited to (x) the fees of counsel and any other outside professional firms retained by the Agents, in each case subject to any limitations set forth in Section 10.04 of the Credit Agreement and (y) an annual online electronic data room fee, reasonable travel expenses of officers to attend meetings, if requested, and postage and copy expenses. All fees, costs, expenses, and professional fees paid under the Loan Facility Documents or this DIP Agent Fee Letter shall be paid by the Borrowers in United States Dollars and in immediately available funds. The Borrowers, hereby agrees that, once paid, the fees, costs, expenses, and professional fees or any part thereof, will not be refundable under any circumstances and shall not be subject to reduction by way of setoff or counterclaim.

Failure of any party to enforce any of the provisions of this letter agreement shall not be construed as a waiver of such provisions or of the right thereafter to enforce such provisions. If any provisions of this letter agreement shall be held to be invalid, void, or unenforceable, the remaining provisions hereof shall not be affected or impaired and such remaining provisions shall remain in full force and effect.

This letter agreement has been prepared through the joint efforts of all of the parties. Neither the provisions of this letter agreement nor any alleged ambiguity shall be interpreted or resolved against any party on the ground that such party's counsel drafted this letter agreement, or based on any other rule of strict construction. Each of the parties hereto represents and declares that such party has carefully read this letter agreement and that such party knows the contents thereof and signs the same freely and voluntarily. This letter agreement supersedes and replaces the fee proposal dated April 6, 2021 by Acquiom and Seaport.

This letter agreement shall be binding on and shall inure to the benefit of the Agents and the Borrowers and their respective successors and permitted assigns. This DIP Agent Fee Letter may not be amended or waived except by an instrument signed by Acquiom, Seaport, and the Borrowers.

THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS LETTER AGREEMENT.



THIS LETTER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED IN ALL RESPECTS BY, THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Each party hereby irrevocably and unconditionally (a) submits for itself and its property in any legal action or proceeding relating to this letter agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the United States for New York County in the State of New York, and appellate courts from any thereof and (b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.

Neither this letter agreement nor any of its terms or substance shall be disclosed, directly or indirectly, by the Borrowers to any person except (a) to the Borrowers' officers, directors, employees, affiliates, representatives, agents, and advisors on a confidential and need-to-know basis, (b) as required by applicable law or regulation or the order of any court or administrative agency in any pending legal or administrative proceeding or as requested by a governmental authority (in which case the Borrowers agree to inform the Agents promptly thereof prior to such disclosure to the extent lawfully permitted to do so) and (c) on a confidential basis to the Borrowers' accounting and tax advisors for customary accounting purposes.

The Borrowers hereby consent to the use by the Agents for marketing purposes of the Borrowers' name, the fact that the Agents are the co-agents on the Borrowers' loan, and the general nature of the Agents' relationship to the Borrowers; provided that the Agents do not disclose any confidential information about the Borrowers or any confidential details concerning the Borrowers.

This letter agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this letter agreement by fax or electronic mail shall have the same force and effect as the delivery of an original executed counterpart of this letter agreement.

[SIGNATURE PAGES FOLLOW]



Please indicate your agreement with the foregoing terms and provisions by countersigning this letter agreement and returning to us an executed counterpart hereof.

Best regards,

ACQUIOM AGENCY SERVICES LLC

By: _____

Name:

Title:

SEAPORT LOAN PRODUCTS LLC

By: _____

Name:

Title:



Agreed and accepted to
as of the date first written above:

BORROWERS:

MY ALARM CENTER, LLC,
a Delaware limited liability company

By: _____
Name: Amy Kothari
Title: Chief Executive Officer

ACA SECURITY SYSTEMS, LP,
a California limited partnership

By: ACA Security Systems GP, LLC,
its general partner

By: My Alarm Center, LLC,
its sole member

By: _____
Name: Amy Kothari
Title: Chief Executive Officer

HAWK CREATION, LLC,
a Delaware limited liability company

By: MY ALARM CENTER, LLC,
its sole manager

By: _____
Name: Amy Kothari
Title: Chief Executive Officer