

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?	508 Operations LLC	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	508 Operations LLC c/o Pick and Zabicki LLP 369 Lexington Avenue 12th Floor New York, NY 10017	
	Contact phone <u>2126956000</u>	Contact phone
	Contact email <u>dpick@picklaw.net</u>	Contact email
	Uniform claim identifier (if you use one):	
4. Does this claim amend one already filed?	☐ No ☒ Yes. Claim number on court claims registry (if known) <u>294</u> Filed on <u>11/14/2025</u> MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ 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: __ __ __ __
7. How much is the claim?	\$ <u>2,586,361.39</u> 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. <u>Breach of Service Contract - See Attached Summons and Verified Complaint</u>
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 <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . ☐ 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 12/18/2025
MM / DD / YYYY

/s/Douglas J. Pick, Esq.
Signature

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

Name Douglas J. Pick, Esq.
First name Middle name Last name

Title Attorney-In-Fact

Company Pick and Zabicki LLP
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: 508 Operations LLC c/o Pick and Zabicki LLP 369 Lexington Avenue 12th Floor New York, NY, 10017 Phone: 2126956000 Phone 2: Fax: Email: dpick@picklaw.net	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:	Amends Claim: Yes - 294, 11/14/2025 Acquired Claim: No	
Basis of Claim: Breach of Service Contract - See Attached Summons and Verified Complaint	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 2,586,361.39	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: Douglas J. Pick, Esq. on 18-Dec-2025 11:04:01 a.m. Pacific Time Title: Attorney-In-Fact Company: Pick and Zabicki LLP		

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
508 OPERATIONS LLC,

Plaintiff,

-against-

AVANT GARDNER, LLC a/k/a The BROOKLYN
MIRAGE,

Defendant.

-----X

Index No. _____/2025

SUMMONS

Date Purchased: April 10, 2025

Plaintiff designates Kings
County as the Place for trial

The basis of the venue is the
contracts providing that the State
of New York is the exclusive
forum and jurisdiction to resolve
legal disputes

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear and answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
April 10, 2025

BECKER NEW YORK, P.C.
Attorneys for Plaintiff

By: /s/ Glenn H. Spiegel
Glenn H. Spiegel, Esq.
45 Broadway, 17th Floor
New York, New York 10006
(212) 599-3322

DEFENDANT

To: AVANT GARDNER, LLC
a/k/a The BROOKLYN
MIRAGE
140 Stewart Avenue
Brooklyn, New York 11237

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS-----X
508 OPERATIONS LLC,

Plaintiff,

Index No. _____/2025

-against-

VERIFIED COMPLAINTAVANT GARDNER, LLC a/k/a The BROOKLYN
MIRAGE,

Defendant.

-----X

Plaintiff 508 Operations LLC ("Plaintiff"), by and through their attorneys, Becker New York, P.C., alleges the following against defendant Avant Gardner, LLC a/k/a The Brooklyn Mirage LLC (the "Defendant"):

NATURE OF ACTION

1. This action arises out Defendant's fraudulent inducement of Plaintiff to entered into a service contract at reduced rates under the false promise that Defendant would, in consideration of the foregoing, designate Plaintiff as its "preferred contractor" and offer Plaintiff a right of first refusal for specified services.

2. As will be described below, not only did Defendant fail to abide by the terms of the parties' written agreement by not offering Plaintiff the right of first refusal on various jobs, Defendant also breached its contractual agreement with Plaintiff by, amongst other things, failing to pay for the services rendered, violating a non-solicitation clause and failing to provide storage areas for Plaintiff's equipment that resulted in damage to Plaintiff's equipment.

THE PARTIES

3. Plaintiff is a domestic limited liability company organized and existing under the laws of the State of New York, with its principal place of business at 117 Grattan Street, Suite 201, Brooklyn New York 11237.

4. Upon information and belief, Defendant is a domestic limited liability company organized and existing under the laws of the State of New York, with its principal place of business at 140 Stewart Avenue, Brooklyn, New York 11237.

JURISDICTION AND VENUE

5. The amount of damages sought in this action exceeds \$750,000.00.

6. This Court has jurisdiction over the Defendant pursuant to N.Y. C.P.L.R. § 302 because it, either directly or through an agent, transacted business in the State of New York and County of Kings.

7. Venue is proper pursuant to N.Y. C.P.L.R. § 503 as Plaintiffs do business and maintain their principal offices in this County.

STATEMENT OF FACTS

8. Plaintiff is a full-service event operation company that provides production services including, without limitation, event and production management, skilled labor, production support, staffing services, operations crew, machine operations and tucking and hauling to entertainment venues throughout the State of New York.

9. Upon information and belief, Defendant is the owner and operator of an 80,000 square foot, indoor/outdoor complex that spans an entire city block in East Williamsburg and includes The Brooklyn Mirage, The Great Hall and The Kings Hall, all of which serve as individual event spaces or are combined to form the second largest entertained venue in Brooklyn, New York.

A. Plaintiff's Contract with Defendant Avant Gardner

10. In January 2020, Plaintiff entered into a Preferred Contractor Agreement dated as of January 16, 2020 with Defendant (the "Preferred Contractor Agreement") to perform certain services for Defendant including, without limitation, lighting, rigging, audio, video and staging services (the "Services"). A copy of the Preferred Contractor Agreement is annexed hereto as **Exhibit "A."**

11. The Preferred Contractor Agreement was amended pursuant to a letter agreement dated April 13, 2021 (the "Amendment") by and between Plaintiff and Defendant. A copy of the Amendment is annexed hereto as **Exhibit "B."**

12. Pursuant to paragraph "3" of the Amendment to the Preferred Contractor Agreement, Article "3" of the Preferred Contractor Agreement entitled "Term" was deleted and replaced with the following terms and conditions:

Company [**Defendant**] hereby engages Contractor [**Plaintiff**] for a term, commencing on the Effective Date, of forty-right (48) months (the "Term"). Thereafter the Agreement shall automatically renew for additional, successive one (1) year periods (each a "Renewal Period"), until and unless either the Parties elects to terminate the Agreement upon thirty (30) days' notice and provide written notice of the same (except that for the first Renewal Period, a Party must provide written notice of the same (except that for the first Renewal Period, a Party must provide at least sixty (60) days' written notice of termination.

See Exhibit "B."

13. To date, neither Plaintiff nor Defendant exercised their right to terminate the Preferred Contractor Agreement and the Amendment thereto and, as such, said agreements remain in effect.

14. Section 4.1 of the Preferred Contractor Agreement entitled "Fees and Expenses" provides as follows:

As compensation for the Services and the rights granted to Company [Defendant] in this Agreement, for each Event produced by Company [Defendant], Company [Defendant] shall pay Contractor [Plaintiff] according to the following rates (the "Rates"):

(a) TWENTY SEVEN dollars and FIFTY cents (\$27.50) per hour (the "Standard Rate") for each Crew Member during the first 12 months of this agreement starting on the effective date (as defined in Section 3 above), with any specialty rates (e.g. crew leads, carpenters, riggers, operators etc.) to be specified in each Work Order;

(b) TWENTY NINE dollars and SEVENTY FIVE cents (\$29.75) per hour (the "Standard Rate") for each Crew Member during the remaining 12 months of this agreement starting on [date] until the completion of the term (as defined in Section 3 above), with any specialty rates (e.g. crew leads, carpenters, riggers, operators etc.) to be specified in each Work Order;

(c) one and one half (1.5) times the Standard Rate for each Crew Member working more than TEN (10) hours per day and more than forty (40) hours per week, unless specified in the applicable Work Order (the "Overtime Rate");

(d) in the event that lunch is not provided by Company [Defendant], an additional FIFTEEN dollars (\$ 15.00) per day that lunch is not provided as a lunch fee for each Crew Member that works at least six (6) hours; and

(e) TWENTY percent (20 %) of the total cost of the Services performed (the "Administrative Fee"), plus any further fees agreed upon by the Parties in a Work Order.

See Exhibit "A."

15. Paragraph "4" of the Amendment to the Preferred Contractor Agreement provides as follows:

In accordance with the terms of Subparagraph 4.1.b, upon resumption of Contractor Services provided to Company [Defendant], the Standard Rate payable to Contractor [Plaintiff] shall be Twenty-Nine Dollars and Seventy-Five Cents (\$29.75), until January 16, 2022. Thereafter, and continuing until termination or non-renewal of the Agreement, the Standard Rate shall be raised by Two Dollars and Fifty Cents (\$2.50) every year, on January 16th (i.e., Thirty-Two Dollars and Twenty-Five Cents [\$32.25] on January 16, 2022, Thirty-Four Dollars and Seventy-Five Cents [\$34.75] on January 16, 2023, etc.).

- a. With respect to any Rates not deemed to be Standard Rates under the terms of the Agreement (e.g., rates for crew leads, carpenters, riggers, operators, etc.) (herein "Specialty Rates"), those so-called Specialty Rates shall be specified on Exhibit A, attached hereto, and incorporated by reference.

See Exhibit "B."

16. Section 4.2 of the Preferred Contractor Agreement provides, in pertinent part, that if Defendant failed to pay Plaintiff pursuant to the terms and conditions of Section 4.1 thereof, then Defendant agreed to pay Plaintiff a late fee equal to one percent (1%) of the outstanding balance which shall compound daily.

17. Paragraph "1" of the Amendment to the Preferred Contractor Agreement provides as follows:

The Parties hereto acknowledge and agree that Contractor is owed payment from Company **[Defendant]** (pursuant to the requirements in Paragraph 4 of the Agreement) for Contractor **[Plaintiff]** Services rendered by Contractor **[Plaintiff]** in 2020, in the amount of Forty-Eight Thousand Three Hundred and Fifty-Six Dollars and Thirty Cents (\$48,356.30) (the "Overdue Balance").

- a. Company **[Defendant]** hereby agrees to make payment to Contractor **[Plaintiff]** of the Overdue Balance as follows:
 - i. Twelve Thousand Dollars (\$12,000.00), to be paid within thirty (30) days from the complete execution hereof;
 - ii. Twelve Thousand Dollars (\$12,000.00), to be paid in a mutually agreeable manner, by no later than June 30, 2021; and
 - iii. The balance, within thirty (30) days of Company's reopening of the venues that host Events, but in no event later than December 31, 2021.
- b. Notwithstanding any of the foregoing, in the event that Company **[Defendant]** fails to timely make any of the above-listed payments to Contractor **[Plaintiff]**, Contractor **[Plaintiff]** shall notify Company (email to suffice) of said delinquency, and Company **[Defendant]** will then have seven (7) days from receipt of notice to make payment to Contractor **[Plaintiff]** without being deemed in breach of the terms hereof.

See Exhibit "B."

18. Paragraph "2" of the Amendment to the Preferred Contractor Agreement provides as follows:

The Parties further acknowledge and agree that per the terms of Subparagraph 4.2 of the Agreement, Company **[Defendant]** has incurred late fees on the Outstanding Balance, which, based on a good faith estimate, amounts to Eighty-Four Thousand Six Hundred and Twenty-Three Dollars and Fifty-Two Cents (\$84,623.52) as of the date hereof (the "Late Fees"). The Parties further acknowledge and agree that the Late Fees will continue

to compound and accumulate beyond the date hereof, until and unless the Overdue Balance is paid to Contractor **[Plaintiff]** in full, pursuant to the terms hereof.

- a. Notwithstanding any of the foregoing, provided that Company **[Defendant]** fulfills all of its material obligations hereunder (including, but not limited to, full, timely payment of the Overdue Balance) and is not in breach of this amendment, then Contractor **[Plaintiff]** agrees to waive the Late Fees owed to Contractor **[Plaintiff]** and will provide Company **[Defendant]** with written notice of the same.
- b. In the event that Company **[Defendant]** does not fulfill all of its material obligations hereunder, or so breaches the terms hereof, then Contractor **[Plaintiff]** reserves the right to enforce collection of the Late Fees in full (in the then-current amount owed).

See Exhibit "B."

19. The Services provided by Plaintiff to Defendant are (and were) an essential and material aspect of Defendant's business as an immersive entertainment venue operator.

20. Pursuant to the terms of the Preferred Contractor Agreement, Defendant was required to submit work orders to Plaintiff prior to each event that it was holding at its venue that would outline which specific services Plaintiff was to provide (i.e. lighting, rigging, audio or visual system).

21. Section 2.2 of the Preferred Contractor Agreement entitled "Services" provides as follows:

Throughout the Term (as defined in Section 3 below) of this Agreement, Contractor **[Plaintiff]** shall be the **preferred** provider of the Contractor Services to Company **[Defendant]** pursuant to the terms and conditions set forth in this Agreement. The actual services to be rendered shall be set forth in each Work Order (the "Services"). Each Work Order will be as if it is attached hereto as Schedule 1.

See Exhibit "A."

22. Section 2.4 of the Preferred Contractor Agreement entitled “Services” provides as follows:

Company [Defendant] hereby grants to Contractor [Plaintiff] a first right of refusal only for technical Crew Members (i.e. general stagehands, audio, lighting, Staging and video crew members) for all Events. In any such case, Company [Defendant] shall notify Contractor [Plaintiff] of the Event, in writing, and Contractor [Plaintiff] shall notify Company [Defendant] within twenty-four (24) hours of the written notification from Company [Defendant] whether Contractor [Plaintiff] accepts or rejects providing the Services for the Event. In the event that Contractor [Plaintiff] rejects providing the Services to Company [Defendant] for the Event, Company [Defendant] may contract with any other third party vendor to provide the Services for the rejected event without any further obligation to Contractor [Plaintiff].

See Exhibit “A.”

23. In order to induce Plaintiff to enter into the Preferred Contractor Agreement and the Amendment thereto wherein Plaintiff agreed to provide the contracted services to Defendant at discounted rates, Defendant designated Plaintiff as its preferred contractor and granted Plaintiff a right of first refusal for specific services.

24. In addition to the hourly rate set forth in the Preferred Contractor Agreement for crew members, Defendant agreed to pay a 20% administrative fee of the total costs of the services performed by Plaintiff.

25. Following the execution of the Preferred Contractor Agreement, Defendant immediately began sending work orders to Plaintiff for events.

26. Plaintiff complied with its obligations under the Preferred Contractor Agreement and Amendment thereto by, amongst other things, arranging for the necessary equipment and staffing for events and providing production work to satisfy the work orders.

27. Plaintiff invoiced Defendant pursuant to the terms set forth in the Preferred Contractor Agreement and the Amendment thereto.

B. Defendant Breached the Preferred Contractor Agreement

28. Despite Plaintiff fulfilling all of its obligations under the Preferred Contractor Agreement and the Amendment thereto and invoicing Defendant for work performed, Defendant failed and refused to pay the invoices in full when due or failing to make any payment at all while never making any objections to or otherwise indicating to Plaintiff that there was an issue or problem with the work performed.

29. Defendant breached the Preferred Contractor Agreement and Amendment thereto by failing to pay for the services rendered by Plaintiff and, as a result, began to accrue late fees on the amounts due.

30. In good faith and based upon Defendant's promise to make payments, Plaintiff continued to perform work pursuant to the Preferred Contractor Agreement and Amendment thereto despite Defendant's continued failure to pay Plaintiff pursuant to its obligations under the Preferred Contractor Agreement and Amendment thereto.

C. The Amendment

31. By April 13, 2021, Defendant had accrued \$48,356.30 in work order fees owed to Plaintiff for work performed during the 2020 calendar year and \$84,623.52 in late fees pursuant to the Preferred Contractor Agreement.

32. As a result, Plaintiffs agreed to execute an Amendment to the Preferred Contractor Agreement (defined above as the "Amendment") in which Defendant agreed to pay (i) \$12,000 within 30 days of the execution of the Amendment, (ii) \$12,000 no later than June 30, 2021 and

(iii) the balance within 30 days of the reopening of venues that host events, but not later than December 31, 2021.

33. Provided that Defendant complied with its obligations set forth in the Amendment to the Preferred Contractor Agreement, Plaintiff agreed to waive the late fees owed by Defendant Avant Gardner.

34. Pursuant to the terms of the Amendment to the Preferred Contractor Agreement, the parties agreed that the late fees continued to compound and that in the event of a breach of the Amendment and Plaintiff reserved the right to collect on the late fees in full.

35. Pursuant to paragraph "8" of the Amendment to the Preferred Contractor Agreement, the following language was appended to the end of subparagraph 16.5 of the Preferred Contractor Agreement:

The Parties agree that solely with respect to the terms of this amendment document, the prevailing Party in any action related to enforcement of the terms hereof shall be entitled to reimbursement from the non-prevailing Party for reasonable attorney's fees and costs incurred related to such action, as determined by a court of competent jurisdiction.

See Exhibit "B."

36. Despite Defendant's continuing breach of the Preferred Contractor Agreement and the Amendment, Plaintiff continued to provide services to Defendant in reliance upon Defendant's repeated reassurances that it intended to pay Plaintiff in full and in recognition that Plaintiff's services were essential to the functioning of Defendant's business.

37. Despite Plaintiff's continued fulfillment of its contractual obligations pursuant to the Preferred Contractor Agreement and the Amendment, Defendant still failed to pay Plaintiff in full and on time.

D. Plaintiff's Attempt to Negotiate a Second Amendment

38. Defendant's balance due and owing to Plaintiff continued to accrue and in August 2022, Plaintiff attempted to negotiate Second Amendment to the Preferred Contractor Agreement with Defendant in the hope that the parties would be able to restore their working relationship.

39. Plaintiff proposed similar terms to the Amendment in which Defendant would agree to pay the balance in installments and Plaintiff would waive the accrued late fees. However, Defendant expressed little interest in attempting to negotiate a resolution with Plaintiff.

40. On November 10, 2022, Plaintiff sent Defendant a letter again offering to waive the late fees if Defendant entered into a Second Amendment by December 15, 2022 but also advised Defendant that if the parties failed to reach an agreed-upon Second Amendment, Plaintiff reserved all of its rights including, without limitation, its right to pursue the overdue work order costs and the late fees, which continued to accrue daily.

41. In or about August of 2023, Defendant indicated to Plaintiff that it wished to terminate their business relationship. In response, Plaintiff provided Defendant with a breakdown of the fees and costs owed to Plaintiff by Defendant.

42. As a result of Defendant's failure to pay Plaintiff pursuant to the Preferred Contractor Agreement and the Amendment, Plaintiff has been damaged.

43. At all relevant times, Plaintiff fully performed the services under the Preferred Contractor Agreement and the Amendment up until Defendant indicated it wanted to terminate the parties' relationship.

44. To date, Defendant fails and refuses to pay Plaintiff for the sums due in accordance with the Preferred Contractor Agreement and the Amendment thereto.

FIRST CAUSE OF ACTION – BREACH OF CONTRACT

45. Plaintiff repeats and realleges the allegations contained in paragraphs “1” through “44” as though more fully set forth herein.

46. Both the Preferred Contractor Agreement and the Amendment are valid contracts between Plaintiff and Defendant.

47. Pursuant to the terms of the Preferred Contractor Agreement and the Amendment thereto, Defendant was required to pay Plaintiff in full for the services performed by Plaintiff within fifteen (15) days of Defendant’s receipt of an invoice from Plaintiff.

48. By performing the services pursuant to work orders submitted to Plaintiff by Defendant, Plaintiff fully performed all of its obligations under the Preferred Contractor Agreement and the Amendment.

49. Defendant breached the Preferred Contractor Agreement and the Amendment by failing to pay the invoices submitted by Plaintiff within fifteen (15) days of receipt by Defendant.

50. Defendant Avant Gardner also breached the Preferred Contractor Agreement and the Amendment thereto by failing to pay the late fees accrued as a result of its failure to pay the invoices as set forth in the Preferred Contractor Agreement.

51. Pursuant to Article “12” of the Preferred Contractor Agreement entitled “Non-Solicitation”, Defendant agreed that during the term of the agreement and for a period of twelve (12) months thereafter, Defendant would not solicit Plaintiff’s employees without the express written consent of Plaintiff.

52. Article "12" of the Preferred Contractor Agreement provides as follows:

Company [Defendant] agrees that during the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Company [Defendant] shall not solicit Contractor's [Plaintiff's] personnel without the express written consent of Contractor [Plaintiff]. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause.

See Exhibit "A."

53. Upon information and belief, Defendant violated Article "12" of the Preferred Contractor Agreement by soliciting and ultimately hiring some of Plaintiff's employees without Plaintiff's consent.

54. Paragraph "7" of the Amendment to the Preferred Contractor Agreement provides, in pertinent, as follows:

Company [Defendant] agrees to allow Contractor [Plaintiff] full, unfettered, "24/7" access and use of no less than six hundred square feet (600 ft²) of available onsite storage, at a mutually agreeable location, during the Term, at no cost to Contractor [Plaintiff], in order for Contractor [Plaintiff] to store Contractor's [Plaintiff's] event equipment ("Contractor Equipment"), as described on Exhibit B, attached hereto, and incorporated by reference.

See Exhibit "B."

55. Defendant Avant Gardner never provided the onsite storage space described in paragraph "7" of the Amendment to the Preferred Contractor Agreement to Plaintiff and, as a result, Plaintiff's equipment was damaged.

56. Pursuant to the terms and conditions of the Preferred Contractor Agreement and the Amendment thereto, Defendant designated Plaintiff as its preferred contractor and was required to offer Plaintiff a right of first refusal for specific services.

57. Upon information and belief, Defendant failed to provide Plaintiff the right of first refusal with respect to multiple jobs during the time frame of the contract term.

58. By reason of Defendant's breach of the Preferred Contractor Agreement and the Amendment thereto, Plaintiff has been damaged in an amount to be determined at trial but not less than \$750,000.00.

**SECOND CAUSE OF ACTION:
BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

59. Plaintiffs repeat and reallege the allegations contained in paragraphs "1" through "58" as though more fully set forth herein.

60. There is an obligation of good faith and fair dealing implied in every contract including the Preferred Contractor Agreement and Amendment thereto requiring Defendant to deal honestly with Plaintiff.

61. At all relevant times, Plaintiff acted in good faith in its dealings with Defendant.

62. Defendant failed to pay Plaintiff in full and on time pursuant to the express terms of the Preferred Contractor Agreement and the Amendment thereto despite due demand.

63. Defendant's actions violated the implied covenant of good faith and fair dealing.

64. As a direct and proximate result of the failure by Defendant Avant Gardner to honor its representations and express and implied contractual obligations, Plaintiff has suffered damages.

65. By reason of Defendant Avant Gardner's breach of the Preferred Contractor Agreement and the Amendment thereto, Plaintiff has been damaged in an amount to be determined at trial but not less than \$750,000.00.

THIRD CAUSE OF ACTION – ACCOUNT STATED

66. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "65" as though more fully set forth herein.

67. Defendant received and approved invoices without objection based on work orders that Defendant generated, thereby establishing an amount due and owing by Defendant to Plaintiff.

68. Defendant has failed to pay \$112,764.39 of the account stated on each of the invoices under the Preferred Contractor Agreement and the Amendment thereto.

69. As a direct and proximate result of the failure by Defendant Avant Gardner to honor its representations and express and implied contractual obligations, Plaintiff has suffered damages.

70. By reason of Plaintiff is entitled to a monetary judgment against Defendant Avant Gardner in an amount to be determined at trial but not less than \$112,764.39.

FOURTH CAUSE OF ACTION – FRAUDULENT INDUCEMENT

71. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "70" as though more fully set forth herein.

72. In order to induce Plaintiff to: (i) enter into the Preferred Contractor Agreement and the Amendment thereto and (ii) provide the services described in the Preferred Contractor Agreement to Defendant at a reduced rate, Defendant represented to Plaintiff that Defendant designated Plaintiff as its preferred contractor and agreed to offer Plaintiff a right of refusal as to certain services.

73. Defendant's representations to Plaintiff were material facts that Plaintiff relied upon in deciding whether to enter into the Preferred Contractor Agreement and the Amendment thereto.

74. Defendant's representations concerning its designation of Plaintiff as its preferred contractor and its contractual agreement to offer Plaintiff a right of first refusal on specific services were false and Defendant knew that those representations were false.

75. Defendant made the aforementioned representations to Plaintiff in order to induce Plaintiff to enter into the Preferred Contractor Agreement and Amendment thereto and to provide services to Defendant at a reduced rate.

76. Plaintiff rightfully relied upon Defendant's representations and was unaware that said representations were false.

77. Plaintiff has been damaged as a result of the foregoing.

78. By reason of Plaintiff is entitled to a monetary judgment against Defendant Avant Gardner in an amount to be determined at trial but not less than \$750,000.00.

FIFTH CAUSE OF ACTION – QUANTUM MERUIT

79. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "78" as though more fully set forth herein.

80. Plaintiff performed services in good faith for the benefit of Defendant in accordance with the terms of the Preferred Contractor Agreement and the Amendment thereto.

81. Defendant accepted the services provided by Plaintiff without objection.

82. Plaintiff performed the services for the benefit of Defendant at discounted rates based upon Defendant's designation of Plaintiff as its preferred contractor and contractual promise to offer Plaintiff a right of first refusal with respect to specific services.

83. Upon information and belief, despite its contractual obligation to do so, Defendant did not offer Plaintiff a right of first refusal with respect to many jobs during the contract term.

84. Plaintiff had a reasonable expectation to be compensated for the services it provided to Defendant in accordance with the terms of the Preferred Contractor Agreement and the Amendment thereto.

85. Upon information and belief, the reasonable value of the services provided by Plaintiff to Defendant during the term of the Preferred Contractor Agreement and the Amendment thereto are in the approximate amount of \$310,137.60.

86. By reason of Plaintiff is entitled to a monetary judgment against Defendant Avant Gardner in an amount to be determined at trial but not less than \$198,597.00.

SIXTH CAUSE OF ACTION – ATTORNEYS’ FEES

87. Plaintiff repeats and realleges the allegations contained in paragraphs “1” through “86” as though more fully set forth herein.

88. Pursuant to paragraph “8” of the Amendment to the Preferred Contractor Agreement, the following language was appended to the end of subparagraph 16.5 of the Preferred Contractor Agreement:

The Parties agree that solely with respect to the terms of this amendment document, the prevailing Party in any action related to enforcement of the terms hereof shall be entitled to reimbursement from the non-prevailing Party for reasonable attorney’s fees and costs incurred related to such action, as determined by a court of competent jurisdiction.

See Exhibit “B.”

89. By reason of Plaintiff is entitled to a monetary judgment against Defendant in an amount to be determined at trial but not less than \$25,000.00.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands judgment as follows:

As to the First Cause of Action, Plaintiff seeks a monetary judgment in an amount to be determined by the Court but not less than \$750,000.00;

As to the Second Cause of Action, Plaintiff seeks a monetary judgment in an amount to be determined by the Court but not less than \$750,000.00;

As to the Third Cause of Action, Plaintiff seeks a monetary judgment in an amount to be determined by the Court but not less than \$112,764.39;

As to the Fourth Cause of Action, Plaintiff seeks a monetary judgment in an amount to be determined by the Court but not less than \$750,000.00;

As to the Fifth Cause of Action, Plaintiff seeks a monetary judgment in an amount to be determined by the Court but not less than \$198,597.00; and

As to the Sixth Cause of Action, Plaintiff seeks a monetary judgment in an amount to be determined by the Court but not less than \$25,000.00;

Dated: New York, New York
April 9, 2025

BECKER NEW YORK, P.C.

Attorneys for Plaintiff

By: 

Glenn H. Spiegel

45 Broadway, 17th Floor New
York, New York 10006

(212) 599-3322

gspiegel@beckerlawyers.com

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

ZACHARY IONDRICO being duly sworn, deposes and says:

I am a member of plaintiff 508 Operations LLC in this action. I have read the foregoing Verified Complaint, and I know the contents thereof to be true based upon my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true. The grounds of my belief as to all matters not stated upon my personal knowledge are the documents and records maintained in plaintiff's files, and my personal involvement in the dispute giving rise to this action. I make this Verification because plaintiff is a limited liability company and I am a member of the plaintiff entity.

Dated: New York, New York
April 9, 2025


ZACHARY IONDRICO

I affirm this 9th day of April, 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.


ZACHARY IONDRICO

EXHIBIT A

Preferred Contractor Agreement

This agreement (the "Agreement") is entered into as of January 16th 2020 and is effective as of the date of execution (the "Effective Date"), between **508 Operations LLC, its affiliates 508 Productions LLC and Lasher Louis Productions LLC** with offices located at 147 Prince Street, Unit 31, Brooklyn, New York, which are New York Limited Liability Companies (collectively referred to as "**Contractor**") and **AVANT GARDNER, LLC** with an address at 140 STEWART AVEUNE, BROOKLYN, NY 11237 ("**Company**"). (Company and Contractor are sometimes referred to as "Parties" in the plural and "Party" in the singular)

WHEREAS, Contractor is in the business of production, labor, and staffing ("Contractor Services"); and

WHEREAS, Company is a Producer of Events;

WHEREAS, Company desires to engage Contractor to be the **preferred** provider of the Contractor Services to Company;

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS.

- 1.1 A "Work Order Request" is a request for work from Company to Contractor.
- 1.2 A "Work Order" is a Work Order Request that has been agreed upon by Company and Contractor.
- 1.3 An "Event" is a planned public or social occasion at a venue that Company runs, controls, leases or otherwise uses, including but not limited to, any in-house show that is produced by Company or that Company hosts and produces, or any third party shows.
- 1.4 A "Crew Member" is an employee or independent contractor of Contractor to complete a Work Order.

2. SERVICES.

- 2.1 Company hereby engages Contractor to provide the Services as an independent contractor, and Contractor hereby accepts such engagement, as an independent contractor for Company.
- 2.2 Throughout the Term (as defined in Section 3 below) of this Agreement, Contractor shall be the **preferred** provider of the Contractor Services to Company pursuant to the terms and conditions set forth in this Agreement. The actual services to be rendered shall be set forth in each Work Order (the "Services"). Each Work Order will be as if it is attached hereto as Schedule 1.
- 2.3 Unless otherwise set forth in a Work Order, Contractor shall furnish, at its own expense, supplies, and other materials used to perform the Services. Company shall provide Contractor with access to its premises, production equipment and heavy machinery to the extent necessary for the performance of the Services. Company shall be responsible for any damage to Contractor's equipment caused directly by Company's employees provided that the damage was not a result of such employees acting at the direction of Company. Company shall never be responsible for any damages to contractors equipment caused by a Crew Member.
- 2.4 Company hereby grants to Contractor a first right of refusal only for technical Crew Members (i.e. general stagehands, audio, lighting, Staging and video crew members) for all Events. In any such case, Company shall notify Contractor of the Event, in writing, and Contractor shall notify Company within twenty-four (24) hours of the written notification from Company whether Contractor accepts or rejects providing the Services for the Event. In the event that Contractor rejects providing the Services to Company for the Event, Company may contract with any other third party vendor to provide the Services for the rejected event without any further obligation to Contractor.

3. TERM. Company hereby engages Contractor for a term, commencing on the Effective Date, of twenty- four (24) months (the "Term"). Termination of this agreement can be set forth if both parties agree in writing 30 days prior to termination.

4. FEES AND EXPENSES.

4.1 As compensation for the Services and the rights granted to Company in this Agreement, for each Event produced by Company, Company shall pay Contractor according to the following rates (the "Rates"):

- (a) TWENTY SEVEN dollars and FIFTY cents (\$27.50) per hour (the "Standard Rate") for each Crew Member during the first 12 months of this agreement starting on the effective date (as defined in Section 3 above), with any specialty

rates (e.g. crew leads, carpenters, riggers, operators etc.) to be specified in each Work Order;

(b) TWENTY NINE dollars and SEVENTY FIVE cents (\$29.75) per hour (the "Standard Rate") for each Crew Member during the remaining 12 months of this agreement starting on [date] until the completion of the term (as defined in Section 3 above), with any specialty rates (e.g. crew leads, carpenters, riggers, operators etc.) to be specified in each Work Order;

(c) one and one half (1.5) times the Standard Rate for each Crew Member working more than TEN (10) hours per day and more than forty (40) hours per week, unless specified in the applicable Work Order (the "Overtime Rate");

(d) in the event that lunch is not provided by Company, an additional FIFTEEN dollars (\$ 15.00) per day that lunch is not provided as a lunch fee for each Crew Member that works at least six (6) hours; and

(e) TWENTY percent (20 %) of the total cost of the Services performed (the "Administrative Fee"), plus any further fees agreed upon by the Parties in a Work Order.

4.2 Contractor shall submit a final invoice to Company or within fifteen (15) days after the conclusion of each Event. Company shall pay all undisputed Fees and/or monies due within fifteen (15) days after Company's receipt of each invoice submitted by Contractor by either: (i) wire; (ii) ACH; or (iii) check. If Company fails to pay Contractor pursuant to the terms and conditions of this Section 4.1 Company agrees to pay Contractor a late fee equal to one percent (1%) of the outstanding balance which shall be compounded daily.

4.3 For any Services provided by a Crew Member and/or Crew Members on a given calendar day, Contractor shall bill Company a minimum of 4 hours per Crew Member.

4.4 The hours of work to be provided by Contractor pursuant to a Work Order shall not be prorated for any reason. In the event that the work outlined takes Contractor less hours to complete than provided for on the Work Order, Contractor shall be paid in accordance with the hours indicated on such Work Order.

4.5 In consideration of the rights granted to Contractor in paragraph 2.5 above, the Rates set forth in this Agreement by Contractor shall not increase during its Term of this Agreement. In the event Company requires Contractor to perform the Services on a legal holiday (the "Holiday Rate") the Holiday Rate shall be one and one-half times the Rate set forth in this paragraph 4.

4.6 The hourly rates set forth in this Agreement shall be rounded to the nearest quarter hour / fifteen minutes.

5. HIRING AND CANCELLATIONS.

5.1 To the extent practicable, Company shall submit all Work Order Requests at least forty-eight (48) hours before the call time of a Show..

5.2 If the Company submits a Work Order Request within twenty-four (24) hours before the call time of an Event, then a fee of \$5.00 per hour will be added to the final invoice for each crew member.

5.3 In the event that any Work Order is cancelled, Company shall provide Contractor with written notice (which can be by email) of the cancellation in a timely manner. If a Work Order is cancelled less than twenty-four (24) hours before the call time of the Work Order then the Contractor shall bill and the Company shall pay Contractor the Administrative Fee for the Work Order.

6. **NON-EXCLUSIVITY.** Contractor agrees to devote the time and effort necessary to the successful performance of this Agreement and the Services as reasonably required. Contractor may provide services to other persons, companies or organizations so long as those activities do not materially interfere with the performance of Contractor's obligations under this Agreement. To the extent the Services requested to be performed are performed by a Contractor specialist (not general stage), Contractor hereby represents and warrants that such specialist has the required skill and expertise to perform such Services.

7. **RELATIONSHIP OF THE PARTIES.** Contractor is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Contractor and Company for any purpose. Neither party to this Agreement shall have the authority (and shall not hold itself out as having authority) to bind the other and shall not make any agreements or representations on the other's behalf without the other party's prior written consent. Without limiting the preceding sentence, Any persons employed or engaged by Contractor in connection with the performance of the Services shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor in rendering the Services. Notwithstanding the foregoing, Contractor shall not be responsible for any acts or omissions on the part of any of Contractor's employees or contractors if the act or omission was at the direction of Company.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Company represents, warrants, covenants, and agrees that:

(a) Company has the full power and authority to enter into this Agreement and to perform its obligations hereunder; and

8.2 Contractor represents, warrants, covenants, and agrees that:

(a) Contractor has the full power and authority to enter into this Agreement and to perform its obligations hereunder without violating or infringing upon the legal or equitable rights of any third party.

9. INDEMNIFICATION.

9.1 Contractor shall defend, indemnify and hold harmless Company, Gardner Purchaser LLC, Reynard Productions LLC, S&G Holdings Company, WRE Parent US Company Inc, WRE Management LLC, Stewart Purchaser LLC, S&G Realty Holding LLC, AGDP Holding Inc., S&G Realty 1 LLC, GP Commercial CB LLC, and its affiliates, officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from any acts or omissions of Contractor or its officers, directors, employees, contractors, agents, successors, and assigns, including but not limited to:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from its acts or omissions, provided the same was not as a result of Company's direction; and

(b) its breach of any representation, warranty, or obligation under this Agreement.

9.2 Company agrees to indemnify and hold harmless Contractor and its affiliates, officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) that may be asserted against Contractor that resulted from the actions or omissions of Company.

10. **INSURANCE.** During the Term, the Contractor shall maintain in force:

Commercial General Liability on an occurrence basis (Including but not limited to Umbrella/Excess Liability) for **\$5 Million** per Occurrence, **\$6 Million** General Aggregate. Contractor's policy shall include Venue and landlord entities as listed in Indemnification Provision; and & their respective parents, members, affiliates, divisions, subsidiaries, & their respective officials, directors, shareholders, employees & agents representatives as additional insured on a Primary & Non-Contributory Basis. Said policy shall include Products/Completed Operations, Contractual Liability with no "limitations," a Waiver of Subrogation in favor of the Venue and landlord entity, and Venue shall be notified immediately (within 10 days) if policy is cancelled or non renewed for any reason. This policy shall have no additional exclusions for "Employee Injury."

10.1 Commercial Auto for \$1 Million Combined Single Limit per Accident

10.2 Workers Compensation – for statutory coverage under NY Law, including Employers Liability with \$1,000,000 limit of liability. This policy shall include Waiver of Subrogation in favor of Venue and Landlord Entity, and Venue shall be notified immediately (within 10 days) if policy is cancelled or non renewed for any reason.

With insurers that are AM Best rated A VIII or above,

Appropriate certificates of insurance and a copy of the General Liability "Additional Insured Endorsements" (CG2010 10/01 Ongoing Operations and CG2037 10/01 Completed Operations or its equivalent) shall be provided by Contractor upon execution of this Agreement, and prior to the start of services.

The Company will list Contractor as additionally insured on the company's general liability policy. The Company shall provide the Contractor with a certificate of insurance on the date of execution of this Agreement.

11. SURVIVAL.

11.1 The terms and conditions of the clauses Section 7, Section 9 Section 10 and Section 11, Sections 16.2, 16.3, 16.4, 16.5 shall survive the expiration or termination of this Agreement.

12. **NON-SOLICITATION.** Company agrees that during the Term of this Agreement and for a period of twelve (12)

months following the termination or expiration of this Agreement, Company shall not solicit Contractor's personnel without the express written consent of Contractor. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause.

13. APPROVALS. Any approvals required by Company under this Agreement, including changes to the Services and/or any Work Order, shall be deemed final and approved following written authorization by the authorized representative of Company. For the avoidance of doubt, unless Company provides Contractor with written notice indicating otherwise, any and all employees, licensees, agents, representatives, and/or assigns who previously provided such approvals to Contractor, including Stephen Wyker, shall be deemed to be authorized representatives of Company.

14. FORCE MAJEURE. If either Party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days.

15. ASSIGNMENT. Neither party shall not assign any of its rights under this Agreement without the others prior written consent.

16. MICELLANEOUS.

Company shall use reasonable efforts to provide Contractor with 2 GA complimentary tickets to each Event, excluding any client, corporate or private Event.

16.1 Company warrants and guarantees that all necessary permits and engineering reports have been acquired, stamped, or approved by a licensed engineer or city official in the City of New York.

16.2 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). Unless otherwise stated in this Agreement, all Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

16.3 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance. An e-mail confirmation by each Party shall suffice as a writing for the purposes of this Section.

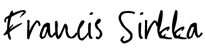
16.5 This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the County of New York in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

16.6 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16.7 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHERE OF, Parties have executed this Agreement, on the dates set forth below. ACCEPTED
AND AGREED:

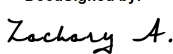
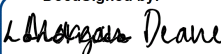
Company

DocuSigned by:
By: 
913A4C1F9B1C409...
Name: Francis Sirkka

Title: Chief Operating Officer

Date: 1/21/2020

Contractor

DocuSigned by: DocuSigned by:
By:  
E024F1022A4647F... 12C13C9FD7C4425...
Name: Zachary A. Lowmigan Morgan Deane

Title: CEO Managing Partner 508 Operations, LLC. / Owner LLP, LLC

Date: 1/21/2020 1/20/2020

Work Order

26 of 34

EXHIBIT B

508 Operations, LLC
147 Prince Street, Unit 31
Brooklyn, NY 11201

April 13, 2021

Avant Gardner, LLC
140 Stewart Avenue
Brooklyn, NY 11237
c/o Francis Sirkka
francis@avant-gardner.com

Re: Amendment to Preferred Contractor Agreement

Dear Francis,

Reference is made to the Preferred Contractor Agreement by and between 508 Operations, LLC (“**Contractor**”) on the one hand, and Avant Gardner, LLC (“**Company**”) on the other hand, entered into as of January 16, 2020 (the “**Agreement**”). All undefined capitalized terms herein shall have the same meaning ascribed to them in the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Company agree to amend the Agreement pursuant to the following terms:

1. The Parties hereto acknowledge and agree that Contractor is owed payment from Company (pursuant to the requirements in Paragraph 4 of the Agreement) for Contractor Services rendered by Contractor in 2020, in the amount of Forty-Eight Thousand Three Hundred and Fifty-Six Dollars and Thirty Cents (\$48,356.30) (the “Overdue Balance”).
 - a. Company hereby agrees to make payment to Contractor of the Overdue Balance as follows:
 - i. Twelve Thousand Dollars (\$12,000.00), to be paid within thirty (30) days from the complete execution hereof;
 - ii. Twelve Thousand Dollars (\$12,000.00), to be paid in a mutually agreeable manner, by no later than June 30, 2021; and
 - iii. The balance, within thirty (30) days of Company’s reopening of the venues that host Events, but in no event later than December 31, 2021.

- b. Notwithstanding any of the foregoing, in the event that Company fails to timely make any of the above-listed payments to Contractor, Contractor shall notify Company (email to suffice) of said delinquency, and Company will then have seven (7) days from receipt of notice to make payment to Contractor without being deemed in breach of the terms hereof.
2. The Parties further acknowledge and agree that per the terms of Subparagraph 4.2 of the Agreement, Company has incurred late fees on the Outstanding Balance, which, based on a good faith estimate, amounts to Eighty-Four Thousand Six Hundred and Twenty-Three Dollars and Fifty-Two Cents (\$84,623.52) as of the date hereof (the "Late Fees"). The Parties further acknowledge and agree that the Late Fees will continue to compound and accumulate beyond the date hereof, until and unless the Overdue Balance is paid to Contractor in full, pursuant to the terms hereof.
 - a. Notwithstanding any of the foregoing, provided that Company fulfills all of its material obligations hereunder (including, but not limited to, full, timely payment of the Overdue Balance) and is not in breach of this amendment, then Contractor agrees to waive the Late Fees owed to Contractor and will provide Company with written notice of the same.
 - b. In the event that Company does not fulfill all of its material obligations hereunder, or so beaches the terms hereof, then Contractor reserves the right to enforce collection of the Late Fees in full (in the then-current amount owed).
3. Paragraph 3 of the Agreement is hereby deleted entirely, and replaced with the following:

"Company hereby engages Contractor for a term, commencing on the Effective Date, of forty-eight (48) months (the "Term"). Thereafter, the Agreement shall automatically renew for additional, successive one (1) year periods (each a "Renewal Period"), until and unless either of the Parties elects to terminate the Agreement upon thirty (30) days' notice and provide written notice of the same (except that for the first Renewal Period, a Party must provide at least sixty (60) days' written notice of termination)."
4. In accordance with the terms of Subparagraph 4.1.b, upon resumption of Contractor Services provided to Company, the Standard Rate payable to Contractor shall be Twenty-Nine Dollars and Seventy-Five Cents (\$29.75), until January 16, 2022. Thereafter, and continuing until termination or non-renewal of the Agreement, the Standard Rate shall be raised by Two Dollars and Fifty Cents (\$2.50) every year, on January 16th (i.e., Thirty-Two Dollars and Twenty-Five Cents [\$32.25] on January 16, 2022, Thirty-Four Dollars and Seventy-Five Cents [\$34.75] on January 16, 2023, etc.).
 - a. With respect to any Rates not deemed to be Standard Rates under the terms of the Agreement (e.g., rates for crew leads, carpenters, riggers, operators, etc.) (herein

“Specialty Rates”), those so-called Specialty Rates shall be specified on Exhibit A, attached hereto, and incorporated by reference.

5. Paragraph 10 of the Agreement is hereby deleted entirely, and replaced with the following:

INSURANCE. During the Term, Contractor shall maintain in force:

Commercial General Liability on an occurrence basis (including but not limited to Umbrella/Excess Liability) for **\$2 Million** per Occurrence / **\$2 Million** General Aggregate. Contractor’s policy shall include Venue and landlord entities as listed in Indemnification Provision; and & their respective parents, members, affiliates, divisions, subsidiaries, & their respective officials, directors, shareholders, employees, agents & representatives as additional insured on a Primary & Non-Contributory Basis. Said policy shall include Products/Completed Operations, Contractual Liability with no “limitations,” a Waiver of Subrogation in favor of the Venue and landlord entity, and Venue shall be notified immediately (within 10 days) if policy is cancelled or non-renewed for any reason. This policy shall have no additional exclusions for “Employee Injury.”

6. The last sentence of Paragraph 10.2 of the Agreement is hereby deleted, and replaced with the following:

“Company shall provide Contractor with a certificate of insurance with reciprocal coverage on the date of execution of this Agreement.”

7. Company agrees to allow Contractor full, unfettered, “24/7” access and use of no less than six hundred square feet (600 ft²) of available onsite storage, at a mutually agreeable location, during the Term, at no cost to Contractor, in order for Contractor to store Contractor’s event equipment (“Contractor Equipment”), as described on Exhibit B, attached hereto, and incorporated by reference.
- a. Contractor agrees to allow Company to use Contractor Equipment for Company’s Events, at no cost to Company, provided that Company furnishes Contractor with fourteen (14) days’ written notice of the planned use.
- i. Company’s right to use the Contractor Equipment is contingent upon Company’s procurement of proper liability insurance and furnishing of notice of coverage to Contractor. Company agrees to provide risk insurance against all losses, damages, liabilities, actions, and judgments resulting from companies use of Contractor Equipment. Company agrees to replace any damaged or lost equipment, naming Contractor as loss payee.

- ii. Contractor expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose, with respect to Company's use of the Contractor Equipment.

8. The following language shall be appended to the end of Subparagraph 16.5:

"The Parties agree that solely with respect to the terms of this amendment document, the prevailing Party in any action related to enforcement of the terms hereof shall be entitled to reimbursement from the non-prevailing Party for reasonable attorney's fees and costs incurred related to such action, as determined by a court of competent jurisdiction."

9. Except as expressly provided herein, all other terms of the Agreement shall remain in full force and effect.
10. Both Parties acknowledge, represent and warrant that each has consulted with legal counsel before executing this amendment, and expressly consent that this it shall be given full force and effect according to each and all of its express terms and provisions.

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

If the foregoing correctly reflects our understanding, please indicate your acceptance by signing below and returning a copy to me at zak@508operations.com, with my attorney, John W. Rybicki, Esq., on copy as well (john.rybicki@rybickilaw.com).

Very Truly Yours,

508 Operations, LLC

By: 
Zachary A. Londrico 4/13/2021

Accepted and Agreed to:

By: 
Francis Sirkka
o/b/o Avant Gardner, LLC

Exhibit A
Specialty Rates

1. Fork Operators: \$35.00/hour [4-hour minimum]
2. Crew Leads: \$45.00/hour [4-hour minimum] + 5 crew or more
3. Riggers: \$65.00/hour [4-hour minimum]
4. Carps: \$45.00/hour – \$75.00/hour [4-hour minimum]

*both parties agree to review specialty rates every twelve (12) months

Exhibit B
Contractor Equipment