

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 ([•])

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF
INTERIM AND FINAL ORDERS (I) PROHIBITING
UTILITY PROVIDERS FROM ALTERING, REFUSING,
OR DISCONTINUING SERVICE, (II) APPROVING PROPOSED
ADEQUATE ASSURANCE OF PAYMENT, (III) ESTABLISHING
PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL
ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this motion (this "Motion"):²

RELIEF REQUESTED

1. The Debtors seek entry of an interim order and a final order (respectively, the "Interim Order" and the "Final Order"), substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, granting, among other things, the following relief:

- i. prohibiting the Utility Providers (as defined below) from altering, refusing, or discontinuing utility service on account of any outstanding amounts for services rendered prepetition;
- ii. determining that adequate assurance of payment for postpetition Utility Services (as defined below) has been furnished to the Utility Providers;

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

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Gary Richards in Support of Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the First Day Declaration, as applicable.



- iii. establishing procedures for resolving future requests by Utility Providers for additional assurance of payment; and
- iv. granting related relief.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order or judgment by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory and legal bases for the relief requested in this Motion are sections 105(a) and 366 of title 11 of the United States Code (the “Bankruptcy Code”), and rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND OF THE DEBTORS

5. The Debtors operate a multi-space entertainment venue complex, specializing in large-scale live entertainment—concerts, festivals, corporate functions, and multimedia events—and are known for state-of-the-art audiovisual production, including a 2022 upgrade featuring one of the world’s highest-resolution video walls. The Debtors focus on industry-leading production capabilities, immersive audiovisual experiences, and maintain a status as one of North America’s largest standing-room-only entertainment venues.

6. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Court. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner in these cases, and no statutory committee has been appointed.

7. Additional information regarding the Debtors’ businesses, capital structures and the circumstances preceding the Petition Date may be found in the First Day Declaration.

UTILITY PROVIDERS

I. Overview

8. To operate their business in the ordinary course and manage their headquarters and other office locations, the Debtors obtain electricity, gas, water and sewage, telecommunication services, internet, waste services, and similar utility services (collectively, the “Utility Services”) from a number of different utility providers (collectively, the “Utility Providers”), including the entities listed on **Exhibit C** attached hereto (the “Utility Provider List”). As used herein, the Utility Providers do not include any utility provider the Debtors pay indirectly through rent payments.

9. Historically, the Debtors have maintained a satisfactory payment history with the Utility Providers. Based on the monthly average cost for the twelve-month (12-month) period before the Petition Date, the Debtors estimate that the cost of Utility Services for the next thirty (30) days will be approximately \$97,541.

10. Uninterrupted Utility Services are essential to the Debtors’ ongoing operations and, therefore, the success of these chapter 11 cases. The Debtors require the Utility Services to run their operations, including to run concerts at the Debtors’ venues. Accordingly, the Debtors require uninterrupted access to Utility Services. Any disruption to the Utility Services, even for a brief period of time, would seriously interfere with, and could result in cessation of, the Debtors’

operations. Any interference or cessation of the Debtors' operations would jeopardize the Debtors' ability to maintain stability in their operations at a critical juncture of these chapter 11 cases and endanger the Debtors' ability to achieve their objectives in these chapter 11 cases. Accordingly, it is critical that the Utility Services continue on an uninterrupted basis throughout these chapter 11 cases.

II. Proposed Adequate Assurance

11. The Debtors intend to pay postpetition obligations owed to the Utility Providers in a timely manner. The Debtors expect that the proceeds of DIP Financing, cash flow from operations, and their proposed use of cash collateral will be sufficient to pay postpetition obligations related to the Utility Services in the ordinary course of business.

12. Pursuant to section 366(c)(2) of the Bankruptcy Code, a utility provider may alter, refuse, or discontinue a debtor's utility service if the utility provider does not receive "adequate assurance of payment" for postpetition utility services from the debtor within thirty (30) days after the commencement of the debtor's chapter 11 case. 11 U.S.C. § 366(c)(2). Section 366(c)(1) of the Bankruptcy Code defines "assurance of payment" of postpetition charges as "(i) a cash deposit, (ii) a letter of credit, (iii) a certificate of deposit, (iv) a surety bond, (v) a prepayment of utility consumption, or (vi) another form of security that is mutually agreed on between the utility provider and the debtor or the trustee." 11 U.S.C. § 366(c)(1).

13. As noted above, the Debtors intend to pay all postpetition obligations owed to the Utility Providers in a timely manner and will have sufficient funds to do so. Nevertheless, to provide the Utility Providers with adequate assurance pursuant to section 366 of the Bankruptcy Code, the Debtors propose depositing cash in an amount of \$48,771 (the "Adequate Assurance Deposit") into a segregated account (the "Adequate Assurance Account"), within twenty (20) days of the Petition Date, for the benefit of the Utility Providers. The Adequate Assurance Deposit is

in an amount equal to approximately two (2) weeks' payment for Utility Services, calculated using the historical average for such payments over the full twelve-month (12-month) period before the Petition Date.

14. The Adequate Assurance Deposit will be held by the Debtors in the Adequate Assurance Account for the benefit of the Utility Providers identified on the Utility Provider List during the pendency of these chapter 11 cases. The Debtors request authority to adjust the Adequate Assurance Deposit if the Debtors terminate any of the Utility Services provided by a Utility Provider, make alternative arrangements with a Utility Provider for adequate assurance of payment, determine that an entity listed on the Utility Provider List is not a "utility" within the meaning of section 366 of the Bankruptcy Code, or supplement the Utility Provider List to include additional Utility Providers. The Debtors further request authority to cause the Adequate Assurance Deposit and any funds held in the Adequate Assurance Account to be returned to the Debtors (a) as provided pursuant to, or consistent with, any further order of this Court, or (b) without further order of this Court, upon the earlier of the effective date of a chapter 11 plan or such other time as these chapter 11 cases may be closed.

15. The Debtors submit that the Adequate Assurance Deposit, in conjunction with proceeds of DIP Financing, cash flow from operations, and the proposed use of cash collateral, demonstrate their ability to pay for future Utility Services in the ordinary course of business (together, the "Proposed Adequate Assurance") and constitutes sufficient adequate assurance to the Utility Providers.

III. Proposed Adequate Assurance Procedures

16. If any Utility Provider believes it is entitled to additional or different adequate assurance based on individualized circumstances, it may follow the procedures described below

and set forth in more detail in the Interim Order or Final Order, as applicable (the “Adequate Assurance Procedures”):³

- i. The Debtors will email or otherwise expeditiously cause a copy of the Interim Order or Final Order, as applicable, each of which include the proposed Adequate Assurance Procedures, to be served on each Utility Provider within forty-eight (48) hours after entry of the Interim Order or Final Order, as applicable, or as promptly as practicable thereafter.
- ii. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account within twenty (20) calendar days after the Petition Date; *provided that*, to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account on account of such Utility Provider by the amount of such other value.
- iii. Any Utility Provider seeking additional assurance of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an “Additional Assurance Request”) so that it is actually received by the following parties (collectively, the “Adequate Assurance Notice Parties”): (i) the Debtors, 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel; and (ii) proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE, Attn: Sean M. Beach (sbeach@ycst.com), S. Alexander Faris (afaris@ycst.com) and Sarah Gawrysiak (sgawrysiak@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jonathan W. Lipshie (Jon.Lipshie@usdoj.gov); and (iv) counsel to any statutory committee appointed in these chapter 11 cases.
- iv. Any Additional Assurance Request must (i) be made in writing, (ii) set forth the location and account number(s) for which Utility Services are provided, (iii) identify any applicable security deposits, and (iv) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- v. Any Additional Assurance Request must be made and actually received by the Adequate Assurance Notice Parties. If a Utility Provider fails to serve on the Adequate Assurance Notice Parties an Additional Assurance Request in accordance with the Adequate Assurance Procedures, such Utility Provider will be prohibited from discontinuing, altering, or refusing service to, or discriminating against, the Debtors on account of the commencement of these

³ To the extent that there are any inconsistencies or discrepancies between the summary of the Adequate Assurance Procedures in this Motion and the Adequate Assurance Procedures set forth in the Interim Order or Final Order, the Interim Order or Final Order, as applicable, controls in all respects.

chapter 11 cases or any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.

- vi. Upon receipt of any Additional Assurance Request as provided herein, the Debtors shall have the greater of (i) twenty (20) days after receipt of such Additional Assurance Request, and (ii) thirty (30) days after entry of the order granting the relief requested by this Motion, or such greater period as may be agreed to by the Debtors and the relevant Utility Provider to resolve its Additional Assurance Request.
- vii. The Debtors may, without further order of the Court, resolve any Additional Assurance Request by mutual agreement with a Utility Provider, and may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of future payment, which may include, but will not be limited to, cash deposits, prepayments, or other forms of security, in each case, without further order of the Court.
- viii. If the Debtors are not able to promptly reach a resolution with a Utility Provider that has submitted an Additional Assurance Request, the Debtors will request a hearing before the Court to determine the adequacy of assurance of payment with respect to the Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- ix. Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider will be prohibited from discontinuing, altering, or refusing service to the Debtors on account of (i) the commencement of these chapter 11 cases, (ii) any unpaid charges for prepetition services provided to any of the Debtors by the Utility Provider, or (iii) any objections to the Proposed Adequate Assurance.
- x. Except as provided by the Adequate Assurance Procedures and the terms of the Interim Order or Final Order, as applicable, the Debtors’ Utility Providers are prohibited from (i) altering, refusing, or discontinuing service on account of (a) the commencement of these chapter 11 cases or (b) any unpaid charges for prepetition services provided to any of the Debtors or on account of any objections to the Adequate Assurance Deposit, and (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Adequate Assurance Deposit.

17. The Debtors request a final hearing on this Motion to be held within thirty (30) days after the Petition Date to ensure that, if a Utility Provider argues that the Adequate Assurance Deposit or the Adequate Assurance Procedures are not satisfactory and that the Utility Provider is entitled to unilaterally alter, refuse, or discontinue Utility Services to the Debtors immediately

following the thirtieth (30th) day after the Petition Date, the Debtors will have the opportunity to address these assertions in time to avoid any potential termination of Utility Services.

IV. Subsequent Modifications to Utility Provider List

18. The Debtors have made a good faith effort to identify the Utility Providers and include them on the Utility Provider List. Nonetheless, the Debtors seek authority to amend the Utility Provider List to add or remove any Utility Provider before or after entry of the Interim Order and Final Order by the Court. Any such amended Utility Provider List will be filed with the Court. The Debtors further request that the Interim Order and Final Order be deemed to apply to any such subsequently identified Utility Provider, regardless of when such Utility Provider is added to the Utility Provider List. The Debtors will cause a copy of the Interim Order, or the Final Order, as applicable, to be served on any such Utility Provider subsequently added to the Utility Provider List and will deposit two (2) weeks' worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts on deposit with any such subsequently added Utility Provider that exceed outstanding prepetition amounts). Subsequently added Utility Providers may make Additional Assurance Requests in accordance with the Adequate Assurance Procedures.

BASIS FOR RELIEF REQUESTED

19. The Debtors respectfully submit that the Utility Providers will be adequately assured of payment for future services by the relief requested herein. Congress enacted section 366 of the Bankruptcy Code to protect debtors from utility service cutoffs upon a bankruptcy filing while providing utility companies with adequate assurance that the debtors would pay for postpetition services. *See* H.R. Rep. No. 95-595, at 350 (1978), reprinted in 1978 U.S.C.C.A.N. 5963, 6306. Accordingly, section 366 of the Bankruptcy Code prohibits utilities

from altering, refusing, or discontinuing services to a debtor solely on account of unpaid prepetition amounts for a period of thirty (30) days after a chapter 11 filing.

20. Section 366(c) requires only that a utility’s assurance of payment be “adequate.” Courts recognize that adequate assurance of performance does not constitute an absolute guarantee of a debtor’s ability to pay. *See, e.g., In re Steinebach*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) (“Adequate assurance of payment is not, however, absolute assurance . . . ‘a Bankruptcy Court is not required to give a utility company the equivalent of a guarantee of payment, but must only determine that the utility is not subject to any unreasonable risk of nonpayment for postpetition services.’”) (quoting *In re Adelphia Bus. Sols., Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002)); *see also In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (stating section 366(b) “does not require an ‘absolute guarantee of payment’”) (citation omitted), *aff’d sub nom. Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997).

21. In this analysis, courts have recognized that, in determining the requisite level of adequate assurance, bankruptcy courts should “focus ‘upon the need of the utility for assurance, and to require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.’” *Va. Elec. & Power Co.*, 117 F.3d at 650 (emphasis in original) (quoting *In re Penn. Cent. Transp. Co.*, 467 F.2d 100, 103–04 (3d Cir. 1972)) (affirming bankruptcy court’s ruling that utility deposits were not necessary where such deposits likely would “jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”). Indeed, “[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full.” *In re The Great Atl. & Pac. Tea Co.*, No. 11-CV-1338 (CS), 2011 WL 5546954, at *5 (S.D.N.Y. Nov. 14, 2011) (citations omitted).

In fact, there is nothing to prevent a court from deciding that, on the facts of the case before it, the amount required of the debtor to provide adequate assurance of payment to a utility company should be nominal or even zero. *See, e.g., In re Pac-West Telecomm., Inc.*, No. 07-10562 (BLS) (Bankr. D. Del. May 2, 2007) [Docket No. 39] (approving adequate assurance in the form of one-time supplemental prepayment to each utility company equal to prorated amount of one week's charge).

22. Based upon the foregoing, the Debtors believe that most, if not all, of their Utility Providers have adequate assurance of payment even without recourse to the Adequate Assurance Deposit. The Debtors anticipate having sufficient resources to pay, and intend to pay, all valid postpetition obligations for Utility Services in a timely manner. In addition, the Debtors' reliance on the Utility Services for the operation of their business and preservation of the value of their assets provides them with a powerful incentive to stay current on their utility obligations. These factors, which the Court may consider when determining the amount of any adequate assurance payments, justify finding that the Debtors are not required to make any additional adequate assurance payments in these chapter 11 cases. In light of the foregoing, the Debtors respectfully submit that the Proposed Adequate Assurance, together with the Adequate Assurance Deposit, is more than sufficient to assure the Utility Providers of future payment.

23. Absent approval of the Adequate Assurance Procedures, Utility Providers could discontinue service, without warning, thirty (30) days after the Petition Date, if they claim they have not yet received a "satisfactory" adequate assurance payment. Under the Adequate Assurance Procedures, however, any Utility Provider that fails to submit to the Adequate Assurance Notice Parties an Additional Assurance Request will be deemed to consent to the Adequate Assurance Procedures and will be bound by the Interim Order and Final Order. *See In*

re Syroco, Inc., 374 B.R. 60, 62 (Bankr. D.P.R. 2007) (holding that a utility provider's lack of objection, response, or counter-demand after receiving notice of hearing on a utilities motion, notice of interim order and notice of final hearing constitutes tacit acceptance of the debtor's proposed two-week cash deposit as adequate assurance of payment as such term is used in section 366 of the Bankruptcy Code).

24. The Adequate Assurance Procedures are necessary for the Debtors to effectuate their chapter 11 strategy without unnecessary and costly disruptions on account of discontinued Utility Services. If the Adequate Assurance Procedures are not approved, the Debtors likely will be confronted with and forced to address numerous requests by their Utility Providers at a critical time for their business. Moreover, the Debtors could be blindsided by a Utility Provider unilaterally deciding—on or after the thirtieth (30th) day following the Petition Date—that it is not adequately protected and, therefore, either is entitled to make an exorbitant demand for payment to continue providing service or discontinue providing service to the Debtors altogether. Such an outcome could seriously jeopardize the Debtors' operations and their ability to maximize the value of their estates.

25. Accordingly, under the circumstances of these chapter 11 cases, the Debtors believe that the establishment of a cash reserve in the form of the Adequate Assurance Deposit constitutes adequate assurance of payment under section 366(c) of the Bankruptcy Code.

**DEBTORS' BANKS SHOULD BE AUTHORIZED TO
HONOR CHECKS AND ELECTRONIC FUNDS TRANSFERS**

26. The Debtors anticipate having sufficient funds to pay the amounts described in this Motion, including by virtue of the DIP Financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment pursuant to this Motion. Therefore, the Debtors respectfully request that

the Court authorize all applicable financial institutions to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion. Any such financial institution may rely on the representations of such Debtors as to which checks are issued or wire transfers are made (or, as applicable, requested to be issued or made) and authorized to be paid in accordance with this Motion without any duty of further inquiry and without liability for following the Debtors' instructions.

THE REQUIREMENTS OF BANKRUPTCY RULE 6003 ARE SATISFIED

27. The Debtors assert that immediate relief is necessary to avoid immediate and irreparable harm. Bankruptcy Rule 6003 empowers a court to grant relief within the first twenty-one (21) days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." For the reasons discussed above, entry of the Proposed Interim Order is integral to the Debtors' ability to successfully transition into chapter 11 and run an orderly sale. Specifically, the relief requested is necessary to avoid a severe disruption of the Debtors' sale process and operations at this critical juncture and, in turn, to preserve and maximize the value of the Debtors' estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion.

REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS

28. The Debtors request a waiver of any applicable notice requirements under Bankruptcy Rule 6004(a) and any stay of the order granting the relief requested herein pursuant to Bankruptcy Rule 6004(h). As explained above and in the First Day Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors' ongoing

operations and value-maximization process. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day (14-day) stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

RESERVATION OF RIGHTS

29. Nothing contained herein or any action taken pursuant to relief requested is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any party in interest's rights to subsequently dispute such claim.

NOTICE

30. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the thirty (30) largest unsecured claims against the Debtors; (c) Alter Domus (US) LLC, in its capacity as administrative agent and collateral agent under the Prepetition Financing Agreement and the DIP Facility; (d) counsel to the DIP Lenders and Prepetition Term Loan Lender; (e) counsel to LiveStyle; (f) the United States Attorney's Office for the District of Delaware; (g) the Internal Revenue Service; (h) the Utility

Providers; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request entry of the Interim Order and Final Order, substantially in the form attached hereto as **Exhibit A** and **Exhibit B**, respectively, granting the relief requested herein and granting such other relief as is just and proper.

Dated: August 4, 2025
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,
LLP**

/s/ Sarah Gawrysiak

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*Proposed Counsel to the Debtors and Debtors in
Possession*

Exhibit A

Proposed Interim Order

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

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 ([•])

(Jointly Administered)

Ref: Docket No. ____

**INTERIM ORDER (I) PROHIBITING UTILITY
PROVIDERS FROM ALTERING, REFUSING, OR
DISCONTINUING SERVICE, (II) APPROVING PROPOSED
ADEQUATE ASSURANCE OF PAYMENT, (III) ESTABLISHING
PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL
ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of AGDP Holding Inc., and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), for entry of an interim order (this “Interim Order”), pursuant to sections 366 and 105(a) of the Bankruptcy Code, (i) prohibiting the Utility Providers from altering, refusing, or discontinuing utility service on account of any outstanding amounts for services rendered prepetition, (ii) determining that adequate assurance of payment for postpetition Utility Services has been furnished to the Utility Providers, (iii) establishing procedures for resolving future requests by Utility Providers for additional assurance of payment, and (iv) granting related relief, each as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of

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

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

Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED on an interim basis as set forth herein.

2. The final hearing on the Motion shall be held on [•], 2025, at [•] (prevailing Eastern Time) (the "Final Hearing"). Any objections or responses to entry of the proposed final order shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on [•], 2025, and shall be served on (a) the Debtors, 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel; (b) proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE, Attn: Sean M. Beach (sbeach@ycst.com), S. Alexander Faris (afaris@ycst.com), and Sarah Gawrysiak (sgawrysiak@ycst.com); (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jonathan W. Lipshie (Jon.Lipshie@usdoj.gov); and (d) counsel to any statutory committee appointed in these chapter 11 cases. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter a final order without need for the Final Hearing.

3. Absent compliance with the procedures set forth in the Motion and this Interim Order, the Utility Providers are prohibited from altering, refusing, or discontinuing service on account of the commencement of these chapter 11 cases or any unpaid prepetition charges and are deemed to have received adequate assurance of payment in accordance with section 366 of the Bankruptcy Code. Nothing herein shall impair the rights of any Utility Provider under Section 366(c)(4) of the Bankruptcy Code.

4. Funds held in the Adequate Assurance Account and any Adequate Assurance Deposit shall be returned to the Debtors (a) as provided pursuant to, or consistent with, any further order of this Court, or (b) without further order of this Court, upon the earlier of the effective date of a chapter 11 plan or such other time as these chapter 11 cases may be closed; *provided that* there are no outstanding disputes related to postpetition payments due. Notwithstanding anything to the contrary herein, any funds returned to the Debtors shall be subject to the terms and conditions of any then-applicable cash collateral order.

5. The Debtors shall deposit cash in the amount of \$48,771 (the “Adequate Assurance Deposit”), sourced from the Debtors’ cash on hand, cash flow from operations, and their proposed use of cash collateral, into the Adequate Assurance Account, which account shall be held at a bank that is party to a Uniform Depository Agreement with the U.S. Trustee. The Adequate Assurance Deposit demonstrates the Debtors’ ability to pay for future Utility Services in the ordinary course of business (together, the “Proposed Adequate Assurance”) and constitutes sufficient adequate assurance to the Utility Providers.

6. The following Adequate Assurance Procedures are hereby approved in the entirety on an interim basis:

- i. The Debtors will email or otherwise expeditiously cause a copy of this Interim Order, which includes the Adequate Assurance Procedures, to be served on each Utility Provider within forty-eight (48) hours after entry hereof.
- ii. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account within twenty (20) days after the Petition Date; *provided that*, to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors, may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account on account of such Utility Provider by the amount of such other value.
- iii. Any Utility Provider seeking additional assurance of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an “Additional Assurance Request”) so that it is actually received by the following parties (collectively, the “Adequate Assurance Notice Parties”): (i) the Debtors, 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel; and (ii) proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE, Attn: Sean M. Beach (sbeach@ycst.com), S. Alexander Faris (afaris@ycst.com) and Sarah Gawrysiak (sgawrysiak@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jonathan W. Lipshie (Jon.Lipshie@usdoj.gov); and (iv) counsel to any statutory committee appointed in these chapter 11 cases.
- iv. Any Additional Assurance Request must (i) be made in writing, (ii) set forth the location and account number(s) for which Utility Services are provided, (iii) identify any applicable security deposits, and (iv) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- v. Any Additional Assurance Request must be made and actually received by the Adequate Assurance Notice Parties. If a Utility Provider fails to serve on the Adequate Assurance Notice Parties an Additional Assurance Request in accordance with the Adequate Assurance Procedures, such Utility Provider shall be prohibited from discontinuing, altering, or refusing service to, or discriminating against, the Debtors on account of the commencement of these chapter 11 cases or any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- vi. Upon receipt of any Additional Assurance Request as provided herein, the Debtors shall have the greater of (i) twenty (20) days after receipt of such Additional Assurance Request, and (ii) thirty (30) days after entry of the order granting the relief requested by the Motion, or such greater period as may be agreed to by the Debtors and the relevant Utility Provider to resolve its Additional Assurance Request.

- vii. The Debtors may without further order of this Court, resolve any Additional Assurance Request by mutual agreement with a Utility Provider, and may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of future payment, which may include, but is not limited to, cash deposits, prepayments, or other forms of security, in each case, without further order of this Court.
- viii. If the Debtors are not able to promptly reach a resolution with a Utility Provider that has submitted an Additional Assurance Request, the Debtors will request a hearing before this Court to determine the adequacy of assurance of payment with respect to the Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- ix. Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider is prohibited from discontinuing, altering, or refusing service to the Debtors on account of (i) the commencement of these chapter 11 cases, (ii) any unpaid charges for prepetition services provided to any of the Debtors by the Utility Provider, or (iii) any objections to the Proposed Adequate Assurance.
- x. Except as provided by the Adequate Assurance Procedures and the terms of this Interim Order, the Debtors’ Utility Providers are prohibited from (i) altering, refusing, or discontinuing service on account of (a) the commencement of these chapter 11 cases or (b) any unpaid charges for prepetition services provided to any of the Debtors or on account of any objections to the Adequate Assurance Deposit, and (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Adequate Assurance Deposit.

7. The Debtors are authorized to amend the Utility Provider List attached as **Exhibit C** to the Motion to add or delete any Utility Provider, and this Interim Order shall apply to any Utility Provider that is subsequently added to the Utility Provider List. Any such amended Utility Provider List shall be filed with this Court.

8. The inclusion of any entity in, or the omission of any entity from, the Utility Provider List shall not be deemed an admission by the Debtors that such entity is or is not a “utility” within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

9. For those Utility Providers that are subsequently added to the Utility Provider List, the Debtors will serve a copy of this Interim Order on the subsequently added Utility Provider and deposit two (2) weeks' worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts on deposit with any such Utility Provider that have not been applied to outstanding prepetition amounts), and any such subsequently added entities shall make an Additional Assurance Request in accordance with the Adequate Assurance Procedures.

10. If any utility account with a Utility Provider becomes discontinued or terminated during the course of these chapter 11 cases, or to the extent the Debtors determine, in their sole discretion and in consultation with any statutory committee appointed in these chapter 11 cases, that a Utility Provider should otherwise be removed from the Utility Provider List, then without the need for further order of this Court or notice to any parties except as otherwise provided herein, the Debtors shall be authorized to decrease the amount of the Adequate Assurance Account by the amount deposited with respect to such account or such Utility Provider, as applicable, provided that the Debtors (a) obtain the affected Utility Provider's consent to do so, or (b) provide the affected Utility Provider with seven (7) days' prior written notice of their intent to do so (which notice may be via e-mail) and receive no response to such notice. Upon the earlier of the effective date of a chapter 11 plan in these chapter 11 cases or such other time as these chapter 11 cases may be closed, the Debtors shall be relieved of the obligation to maintain the Adequate Assurance Account without the need for any further notice or action, order or approval of this Court.

11. The Banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests

when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order without any duty to inquire otherwise and without liability for following the Debtors' instructions.

12. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the relief set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored as a result of the commencement of these chapter 11 cases.

13. Nothing in this Interim Order constitutes (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates. Any payment made pursuant to this Interim Order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any party in interest's rights to subsequently dispute such claim.

14. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

15. The requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied.

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

18. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Interim Order.

Exhibit B

Proposed Final Order

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

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 ([•])

(Jointly Administered)

Ref: Docket Nos. [•[&]•]

**FINAL ORDER (I) PROHIBITING UTILITY
PROVIDERS FROM ALTERING, REFUSING, OR
DISCONTINUING SERVICE, (II) APPROVING PROPOSED
ADEQUATE ASSURANCE OF PAYMENT, (III) ESTABLISHING
PROCEDURES FOR RESOLVING REQUESTS FOR ADDITIONAL
ASSURANCE OF PAYMENT, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of AGDP Holding Inc., and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), for entry of a final order (this “Final Order”), pursuant to sections 366 and 105(a) of the Bankruptcy Code, (i) prohibiting the Utility Providers from altering, refusing, or discontinuing utility service on account of any outstanding amounts for services rendered prepetition, (ii) determining that adequate assurance of payment for postpetition Utility Services has been furnished to the Utility Providers, (iii) establishing procedures for resolving future requests by Utility Providers for additional assurance of payment, and (iv) granting related relief, each as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the

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

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

Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED on a final basis as set forth herein.
2. Absent compliance with the procedures set forth in the Motion and this Final Order, the Utility Providers are prohibited from altering, refusing, or discontinuing service on account of the commencement of these chapter 11 cases or any unpaid prepetition charges and are deemed to have received adequate assurance of payment in accordance with section 366 of the Bankruptcy Code. Nothing herein shall impair the rights of any Utility Provider under Section 366(c)(4) of the Bankruptcy Code.
3. Funds held in the Adequate Assurance Account and any Adequate Assurance Deposit shall be returned to the Debtors, (a) as provided pursuant to, or consistent with, any further order of this Court, or (b) without further order of this Court, upon the earlier of the effective date of a chapter 11 plan or such other time as these chapter 11 cases may be closed; *provided that* there are no outstanding disputes related to postpetition payments due. Notwithstanding anything to the

contrary herein, any funds returned to the Debtors shall be subject to the terms and conditions of any then-applicable cash collateral order.

4. The Debtors shall maintain the cash deposit in the amount of \$48,771 (the “Adequate Assurance Deposit”), sourced from the Debtors’ cash on hand, cash flow from operations, and their proposed use of cash collateral, in the Adequate Assurance Account, which account shall be held at a bank that is party to a Uniform Depository Agreement with the U.S. Trustee. The Adequate Assurance Deposit demonstrates the Debtors’ ability to pay for future Utility Services in the ordinary course of business (together, the “Proposed Adequate Assurance”) and constitutes sufficient adequate assurance to the Utility Providers.

5. The following Adequate Assurance Procedures are hereby approved in the entirety:

- i. The Debtors will email or otherwise expeditiously cause a copy of this Final Order, which includes the Adequate Assurance Procedures, to be served on each Utility Provider within forty-eight (48) hours after entry hereof.
- ii. The Debtors will deposit the Adequate Assurance Deposit in the Adequate Assurance Account within twenty (20) days after the Petition Date; *provided that*, to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce, the Adequate Assurance Deposit maintained in the Adequate Assurance Account on account of such Utility Provider by the amount of such other value.
- iii. Any Utility Provider seeking additional assurance of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an “Additional Assurance Request”) so that it is actually received by the following parties (collectively, the “Adequate Assurance Notice Parties”): (i) the Debtors, 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel; and (ii) proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE, Attn: Sean M. Beach (sbeach@ycst.com), S. Alexander Faris (afaris@ycst.com) and Sarah Gawrysiak (sgawrysiak@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jonathan W. Lipshie (Jon.Lipshie@usdoj.gov); and (iv) counsel to any statutory committee appointed in these chapter 11 cases.
- iv. Any Additional Assurance Request must (i) be made in writing, (ii) set forth the location and account number(s) for which Utility Services are provided,

(iii) identify any applicable security deposits, and (iv) set forth why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

- v. Any Additional Assurance Request must be made and actually received by the Adequate Assurance Notice Parties. If a Utility Provider fails to serve on the Adequate Assurance Notice Parties an Additional Assurance Request in accordance with the Adequate Assurance Procedures, such Utility Provider shall be prohibited from discontinuing, altering, or refusing service to, or discriminating against, the Debtors on account of the commencement of these chapter 11 cases or any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- vi. Upon receipt of any Additional Assurance Request as provided herein, the Debtors shall have the greater of (i) twenty (20) days after receipt of such Additional Assurance Request, and (ii) thirty (30) days after entry of the order granting the relief requested by the Motion, or such greater period as may be agreed to by the Debtors and the relevant Utility Provider to resolve its Additional Assurance Request.
- vii. The Debtors may without further order of this Court, resolve any Additional Assurance Request by mutual agreement with a Utility Provider, and may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of future payment, which may include, but is not limited to, cash deposits, prepayments, or other forms of security, in each case, without further order of this Court.
- viii. If the Debtors are not able to promptly reach a resolution with a Utility Provider that has submitted an Additional Assurance Request, the Debtors will request a hearing before this Court to determine the adequacy of assurance of payment with respect to the Utility Provider (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- ix. Pending resolution of such dispute at the Determination Hearing, the relevant Utility Provider is prohibited from discontinuing, altering, or refusing service to the Debtors on account of (i) the commencement of these chapter 11 cases, (ii) any unpaid charges for prepetition services provided to any of the Debtors by the Utility Provider, or (iii) any objections to the Proposed Adequate Assurance.
- x. Except as provided by the Adequate Assurance Procedures and the terms of this Interim Order, the Debtors’ Utility Providers are prohibited from (i) altering, refusing, or discontinuing service on account of (a) the commencement of these chapter 11 cases or (b) any unpaid charges for prepetition services provided to any of the Debtors or on account of any objections to the Adequate Assurance Deposit, and (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of

postpetition Utility Services, other than the funding of the Adequate Assurance Deposit.

6. The Debtors are authorized, to amend the Utility Provider List attached as **Exhibit C** to the Motion to add or delete any Utility Provider, and this Final Order shall apply to any Utility Provider that is subsequently added to the Utility Provider List. Any such amended Utility Provider List shall be filed with this Court.

7. The inclusion of any entity in, or the omission of any entity from, the Utility Provider List shall not be deemed an admission by the Debtors that such entity is or is not a “utility” within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

8. For those Utility Providers that are subsequently added to the Utility Provider List, the Debtors will serve a copy of this Final Order on the subsequently added Utility Provider and deposit two (2) weeks’ worth of estimated utility costs in the Adequate Assurance Account for the benefit of such Utility Provider (less any amounts on deposit with any such Utility Provider that have not been applied to outstanding prepetition amounts), and any such subsequently added entities shall make an Additional Assurance Request in accordance with the Adequate Assurance Procedures.

9. If any utility account with a Utility Provider becomes discontinued or terminated during the course of these chapter 11 cases, or to the extent the Debtors determine, in their sole discretion and in consultation with any statutory committee appointed in these chapter 11 cases, that a Utility Provider should otherwise be removed from the Utility Provider List, then without the need for further order of this Court or notice to any parties except as otherwise provided herein, the Debtors shall be authorized to decrease the amount of the Adequate Assurance Account by the amount deposited with respect to such account or such Utility Provider, as applicable, provided

that the Debtors (a) obtain the affected Utility Provider's consent to do so, or (b) provide the affected Utility Provider with seven (7) days' prior written notice of their intent to do so (which notice may be via e-mail) and receive no response to such notice. Upon the earlier of the effective date of a chapter 11 plan in these chapter 11 cases or such other time as these chapter 11 cases may be closed, the Debtors shall be relieved of the obligation to maintain the Adequate Assurance Account without the need for any further notice or action, order or approval of this Court.

10. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty to inquire otherwise and without liability for following the Debtors' instructions.

11. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the relief set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored as a result of the commencement of these chapter 11 cases.

12. Nothing in this Final Order constitutes (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under

section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates. Any payment made pursuant to this Final Order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any party in interest's rights to subsequently dispute such claim.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Final Order.

Exhibit C**Utility Providers List**

Utility Provider	Service Type	Provider Address	Proposed Adequate Assurance (\$)
NYC Environmental Protection	Water & Sewage	PO Box 11863 Newark, NJ 07101-8163	\$10,000
National Grid	Natural Gas	2 Hanson Place Brooklyn NY 11217	\$1,918
Con Edison	Electric	PO Box 1701 New York, NY 10116-1707	\$30,000
Verizon	Telephone & Internet	P.O. Box 15124 Albany, NY 12212-5124	\$195
Spectrum	Internet	PO Box 7186, Pasadena, CA 91109-7186	\$981
Skywire	Internet	3611 14th Ave, Brooklyn, NY 11218	\$1,343
Mr. T Carting Co	Waste	73-10 Edsall Ave. Glendale, NY 11385	\$4,250
Broadvoice	Telephone	Lockbox number 913181 PO BOX 31001-3181 Pasadena, CA 91110-3181	\$84