

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 (MFW)

(Jointly Administered)

Hearing Date: September 4, 2025 at 2:00 p.m. (ET)

Obj. Deadline: August 28, 2025 at 4:00 p.m. (ET)

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF YOUNG
CONAWAY STARGATT & TAYLOR, LLP AS COUNSEL FOR
THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

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

RELIEF REQUESTED

The Debtors hereby submit this Application for entry of an order, substantially in the form attached hereto as **Exhibit D** (the "Proposed Order"), authorizing the retention and employment of Young Conaway Stargatt & Taylor, LLP ("Young Conaway" or the "Firm") as bankruptcy counsel for the Debtors, effective as of the Petition Date (as defined below). In support of this Application, the Debtors rely upon the declaration of Sean M. Beach (the "Beach Declaration"),

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 Application 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* [Docket No. 13] (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.



attached hereto as **Exhibit A**, and the declaration of Gary Richards (the “Richards Declaration”), attached hereto as **Exhibit B**.

JURISDICTION AND VENUE

1. 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). 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 by the Court in connection with this Application, 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.

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

3. The statutory and legal bases for the relief requested herein are section 327(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 2014-1.

BACKGROUND OF THE DEBTORS

4. The Debtors operate a multi-space entertainment venue complex, specializing in large-scale live entertainment—concerts, festivals, corporate functions, and multimedia events—and is 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 status as one of North America’s largest standing-room-only entertainment venues.

5. On August 4, 2025 (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.

6. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of these chapter 11 cases is set forth in detail in the First Day Declaration.

7. Young Conaway was retained by the Debtors to provide restructuring work pursuant to an engagement agreement dated July 14, 2025 (the “Engagement Agreement”).

BASIS FOR RELIEF REQUESTED

I. Young Conaway’s Qualifications

8. The Debtors seek to retain Young Conaway as their counsel in light of the Firm’s extensive knowledge, expertise, and experience in the field of debtors’ and creditors’ rights and business reorganizations under chapter 11 of the Bankruptcy Code. Young Conaway’s knowledge, expertise, and experience practicing before the Court will enable the Firm to work in an efficient and cost-effective manner on behalf of the Debtors’ estates. Additionally, in preparing for these chapter 11 cases, Young Conaway has become familiar with the Debtors’ business and affairs and many of the potential legal issues that may arise in the context of these chapter 11 cases. Accordingly, the Debtors believe that Young Conaway is uniquely qualified to represent them as restructuring counsel in these chapter 11 cases.

9. In selecting Young Conaway, the Debtors reviewed the Firm’s rates, including rates for bankruptcy services, and compared them to outside law firms that the Debtors have used in the past to determine that the rates are reasonable. Young Conaway has informed the Debtors that its

current hourly rates are the Firm's standard hourly rates for work of the nature proposed herein. Young Conaway further informed the Debtors that the Firm operates in both national and regional marketplaces for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialty, the Firm's expertise, performance, and reputation, the nature of the work involved, as well as other factors.

10. The Debtors supervise all legal fees and expenses in order to reasonably manage costs. The Debtors have procedures and policies for reviewing fees of outside counsel, and the Debtors intend to review fees in these chapter 11 cases in accordance with such procedures and policies. The rates Young Conaway charged the Debtors in the period prior to the Petition Date are the same as the rates Young Conaway has indicated it will charge the Debtors post-petition. Young Conaway has informed the Debtors (and discloses herein) that the Firm's hourly rates are subject to periodic adjustments to reflect economic and other conditions.

11. The Debtors recognize that it is their responsibility to closely monitor the billing practices of their counsel to ensure that the fees and expenses paid by the Debtors' estates remain consistent with the Debtors' expectations and the exigencies of these chapter 11 cases. As they did pre-petition, the Debtors will continue to review and monitor professional fees and expense reimbursement requests for reasonableness.

II. Payment of Fees and Expenses

12. Young Conaway will seek Court approval of its compensation and reimbursement of its actual, necessary expenses and other charges incurred by the Firm upon the filing of appropriate applications for interim and final compensation and reimbursement pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable orders of the Court. The principal attorneys and the paralegal presently designated to represent the Debtors, and their current standard hourly rates, are:

(a) Craig Grear	\$1,500.00 per hour
(b) Edmon L. Morton	\$1,290.00 per hour
(c) Sean M. Beach	\$1,235.00 per hour
(d) Kevin Guerke	\$1,160.00 per hour
(e) Kenneth J. Enos	\$1,075.00 per hour
(f) S. Alexander Faris	\$720.00 per hour
(g) Andrew M. Lee	\$545.00 per hour
(h) Sarah E. Gawrysiak	\$500.00 per hour
(i) Evan S. Saruk	\$500.00 per hour
(a) Troy Bollman (paralegal)	\$385.00 per hour

13. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions.³ Other attorneys and paralegals from Young Conaway may from time to time also serve the Debtors in connection with the matters described herein.

14. The hourly rates set forth above are the Firm's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses

³ Generally, the Firm implements rate increases on January 1 of each year.

approved by the client such as secretarial expenses and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

15. Pursuant to the Engagement Agreement, attached to the Beach Declaration as Exhibit II, Young Conaway received an initial retainer of \$50,000 on July 21, 2025 (the "Initial Restructuring Retainer") in connection with the planning and preparation of initial documents and the Firm's proposed post-petition representation of the Debtors. The Initial Restructuring Retainer was supplemented as set forth in the chart below (together with the Initial Restructuring Retainer, the "Restructuring Retainer").

16. A chart summarizing retainers provided by the Debtors to Young Conaway, and the prepetition application of incurred fees and expenses arising from services rendered prior to the Petition Date against such retainers, is set forth below:

Date Range of Services	Date of Payment	Form of Payment	Payment Amount	Retainer Balance
Initial Restructuring Retainer	7/21/2025	WIRE	\$50,000.00	\$50,000.00
Additional Retainer	7/25/2025	WIRE	\$50,000.00	\$100,000.00
Additional Retainer	8/1/2025	WIRE	\$300,000.00	\$400,000.00

17. As set forth above, prior to filing this Application, Young Conaway applied outstanding invoices for services provided prior to the Petition Date against the Restructuring Retainer. Following a final reconciliation, Young Conaway currently holds a Restructuring

Retainer in the amount of \$131,926.00, which will be held as a general retainer as security for post-petition services and expenses.⁴

18. As set forth in the Beach Declaration, Young Conaway has not shared nor agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code.

III. Services to be Provided

19. The professional services that Young Conaway will render to the Debtors include, but shall not be limited to, the following:

- (a) providing legal advice and services with respect to the Debtors' powers and duties as debtors in possession in the continued operation of their business, management of their property, the Local Rules, practices, and procedures, and providing substantive and strategic advice on how to accomplish the Debtors' goals in connection with prosecution of these chapter 11 cases;
- (b) preparing, on behalf of the Debtors, necessary applications, motions, answers, orders, reports, and other legal papers;
- (c) appearing in Court, at any meeting with the United States Trustee for the District of Delaware (the "U.S. Trustee"), and any meeting of creditors at any given time on behalf of the Debtors;
- (d) advising the Debtors on corporate, bankruptcy, litigation, and other matters, including, without limitation, advising the Debtors' board of directors (the "Board") and the independent restructuring committee of the Board (the "Special Committee") and attending Board and Special Committee meetings; and
- (e) performing all other legal services for the Debtors that may be necessary and proper in these chapter 11 cases as counsel to the Debtors.

20. By separate applications or motions, the Debtors are or will be seeking Court approval for the retention of: (i) Kurtzman Carson Consultants, LLC d/b/a Verita Global as administrative agent; (ii) Triple P TRS, LLC as its restructuring advisor; (iii) and Triple P

⁴ The remaining retainer is \$131,926.00, but YCST will be fully reconciling prepetition fees and expenses and will update prior to the hearing if necessary.

Securities, LLC as its investment banker. The Debtors may also file motions or applications to employ additional professionals and may seek authority to retain certain ordinary course professionals.

21. Each firm listed above works, and will continue to work, under the direction of the Debtors' management. The Debtors' Board and senior management are committed to minimizing duplication of services to reduce professional costs. To that end, Young Conaway will work closely with each professional to ensure that there is no unnecessary duplication of effort or cost.

IV. Bankruptcy Rule 2014 Disclosure

22. To the best of the Debtors' knowledge, and except as disclosed herein and in the Beach Declaration, Young Conaway has not represented the Debtors, their creditors, or any other parties-in-interest, or their respective attorneys, in any matter relating to the Debtors or their estates. Young Conaway is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code in that the Firm, its partners, counsel, and associates:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two (2) years before the Petition Date, directors, officers, or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors' estates or of any class of the Debtors' creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, any of the Debtors, or for any other reason.

23. For the above reasons, the Debtors submit that Young Conaway's employment is necessary and in the best interests of the Debtors and their estates.

NOTICE

24. Notice of this Application 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; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. 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 that the Court enter the Proposed Order granting the relief requested in this Application and such other and further relief as may be just and proper.

Dated: August 14, 2025

Respectfully submitted,
AGDP Holding Inc.
Debtors and Debtors in Possession

/s/ Gary Richards
Gary Richards
Chief Executive Officer
AGDP Holding Inc.

**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 (MFW)

(Jointly Administered)

Hearing Date: September 4, 2025 at 2:00 p.m. (ET)

Objection Deadline: August 28, 2025 at 4:00 p.m. (ET)

NOTICE OF APPLICATION

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Young Conaway Stargatt & Taylor, LLP as Counsel for the Debtors, Effective as of the Petition Date* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Application must be filed on or before **August 28, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection or response upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER APPROVAL OF THE APPLICATION IS SCHEDULED FOR SEPTEMBER 4, 2025 AT 2:00 P.M. (ET) BEFORE THE HONORABLE MARY F. WALRATH, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5TH FLOOR, COURTROOM NO. 4, WILMINGTON.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE APPLICATION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A HEARING.

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.

Dated: August 14, 2025
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Evan Saruk

Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
Kenneth J. Enos (No. 4544)
S. Alexander Faris (No. 6278)
Sarah Gawrysiak (No. 7403)
Evan S. Saruk (No. 7452)
1000 North King Street
Rodney Square
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: emorton@ycst.com
sbeach@ycst.com
kenos@ycst.com
afaris@ycst.com
sgawrysiak@ycst.com
esaruk@ycst.com

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Beach Declaration

**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 (MFW)

(Jointly Administered)

**DECLARATION OF SEAN M. BEACH IN SUPPORT OF THE DEBTORS’
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF YOUNG CONAWAY STARGATT & TAYLOR, LLP AS
COUNSEL FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

I, Sean M. Beach, declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury that:

1. I am a partner in the firm of Young Conaway Stargatt & Taylor, LLP (“Young Conaway” or the “Firm”), with principal offices at Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, and have been duly admitted to practice in the State of Delaware, the State of New Jersey, and the State of New York, as well as the United States District Courts for the District of Delaware, the District of New Jersey, and the Southern District of New York. I submit this declaration (this “Declaration”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Young Conaway Stargatt & Taylor, LLP as Counsel for the Debtors, Effective as of the Petition Date* (the “Application”).²

2. Young Conaway has conducted a series of searches in the Firm’s conflicts databases to identify relationships with the Debtors, their lenders, equity holders, and various other

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 such terms in the Application.

parties-in-interest in these chapter 11 cases (collectively, the “Interested Parties”).³

3. Based on the conflicts and connections search conducted and described herein, to the best of my knowledge, neither I, Young Conaway, nor any partner, counsel, or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors or any other parties-in-interest herein, except as stated below:

- (a) In recent months, Young Conaway and certain of its partners and associates have rendered legal services to the Debtors relating to their plans to seek relief under chapter 11 of the Bankruptcy Code and the preparation of the petitions and other papers initiating and prosecuting these chapter 11 cases.
- (b) The Debtors have sought or will seek to retain: (i) Kurtzman Carson Consultants, LLC d/b/a Verita Global as administrative agent; (ii) Triple P TRS, LLC as its restructuring advisor; (iii) and Triple P Securities, LLC as its investment banker. The Debtors may also file motions or applications to employ additional professionals and will seek authority to retain certain ordinary course professionals. On numerous occasions, Young Conaway has in the past and/or currently does work with and/or against these professionals in connection with matters wholly unrelated to these chapter 11 cases.
- (c) Young Conaway has, in the past, represented the following Interested Parties, or parties who may be affiliated with such Interested Parties, in matters wholly unrelated to the Debtors and these chapter 11 cases:

- 1-800-Flowers
- 99 Cents & Up
- Aaa Communications
- Acme
- Aeg Presents Llc
- AFCO
- Afco Direct
- Aldi
- Alibaba.Com
- American Express
- Americold
- Anheuser Busch
- At&T
- AutoZone
- Axar Capital
- Homeland Ins Co of Delaware
- Internal Revenue Service
- Jackson Lewis P.C.
- Jams, Inc
- Kelco
- Las Vegas Marriott Pkg
- Lund Fire Products Co. Inc.
- Main Light, LLC
- Mbi
- McMaster-Carr
- Meta Platforms, Inc.
- MIH Systems Group
- Motorola Solutions Onl
- New York City Department of Finance

³ A list of the Interested Parties searched is attached hereto as **Exhibit I.**

- Axis Surplus Insurance Co
- BJ's
- BP Grand Petrole
- CAC Group
- Canon Financial Services, Inc.
- Cbi Professional
- CityBridge, LLC
- Clarkson Sears Holdings LLC
- Clear Channel
- Cornerstone Consulting
- Dhl
- Dollar tree
- DoorDash, Inc.
- Dropbox
- Dunkin
- Ebay
- Ecolab Inc
- Ecolab Inc.
- Enterprise Rent-A-Car
- Exxon
- Fedex
- First Corporate Solutions
- Grant Thornton LLP
- Greenberg Traurig LLP
- Gulf Oil
- Hdi Global Specialty SE
- Heller
- Holland & Knight LLP
- New York State Department of Taxation and Finance
- NRG Social Inc
- On Target
- Questex Events
- Rite Aid
- Servpro
- Sherwin Williams
- Sirius XM
- Staples
- State Farm Insurance
- Sunbelt Rentals Inc.
- Target
- The Hartford
- The Home Depot
- Time Warner Cable
- Total Wine
- Underwriters at Lloyd's
- United Airlines
- United Healthcare
- United Rentals
- United Site Services
- Ups
- US Foods
- Usps
- Vodafone Roaming Servi
- Wayfair
- William Morris Endeavor Entertainment LLC
- Zurich American Insurance Company

(d) Young Conaway currently represents, and may in the past have represented, the following Interested Parties, or parties who may be affiliated with such Interested Parties, in matters wholly unrelated to the Debtors and these chapter 11 cases:

- Access Event Solutions
- Acme
- Adobe
- Airbnb
- Alliance
- Alter Domus
- Amazon
- Intuit Quickbooks
- J.P. Morgan Chase
- Linkedin
- Lowes
- Microsoft
- NRG Social Inc
- Oaktree Solutions Ltd.

- Ankura Consulting Group LLC
- Apollo
- Apple
- Autodesk Ady
- Beazley Excess & Surplus Lines Ins inc
- Bp
- BP Grand Petrole
- Buyers Edge Platform
- Cbi
- Cbi Professional Wirin
- Charles Schwab
- Costco Warehouse
- Dell
- Go Daddy
- Google
- Houlihan Lokey Capital, Inc.
- Sidley Austin LLP
- Spotify
- State of Delaware
- Stripe
- Sunoco
- The British Petroleum Company p.l.c
- Toast
- Transportation Management Services
- Verizon
- Wme Entertainment
- Xchange Telecom

4. Furthermore, to the best of my knowledge, information, and belief and in accordance with Bankruptcy Rule 5002, neither I, nor any attorney at Young Conaway is a relative of the United States Bankruptcy Judge assigned to these chapter 11 cases, and Young Conaway does not have a connection with the United States Bankruptcy Judge that would render the Firm's retention in these chapter 11 cases improper. Further, in accordance with Bankruptcy Rule 2014, Young Conaway does not have any connection with the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), or any persons employed by the U.S. Trustee.

5. Young Conaway is continuing to review the list of Interested Parties. Based upon its review to date of the Interested Parties, Young Conaway has determined that it does not represent any party in these proceedings with a material adverse interest with respect to the Debtors. Young Conaway will supplement this Declaration, as necessary, with additional information or disclosures in the event that additional information is developed.

6. Young Conaway is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code in that Young Conaway, its partners, counsel, and associates:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two (2) years before the Petition Date, a director, officer, or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

7. As set forth above, and subject to any explanations and/or exceptions contained herein, Young Conaway (i) does not hold or represent any interest adverse to the Debtors in connection with the matters upon which Young Conaway is to be engaged, and (ii) is disinterested. If the results of further investigation reveal any additional connections, Young Conaway will make any further disclosures as may be appropriate at that time.

8. Young Conaway was retained by the Debtors to provide restructuring-related services under an engagement agreement dated July 14, 2025 (the “Engagement Agreement”), attached hereto as Exhibit II. Pursuant to the Engagement Agreement, Young Conaway received an initial retainer of \$50,000 on July 21, 2025 (the “Initial Restructuring Retainer”) in connection with the planning and preparation of initial documents and the Firm’s proposed post-petition representation of the Debtors. The Initial Restructuring Retainer was supplemented as set forth in the chart below (together with the Initial Restructuring Retainer, the “Restructuring Retainer”).

9. A chart summarizing retainers provided by the Debtors to Young Conaway, and the prepetition application of incurred fees and expenses arising from for services rendered prior to the Petition Date against such retainers, is set forth below:

Date Range of Services	Date of Payment	Form of Payment	Payment Amount	Retainer Balance
Initial Restructuring Retainer	7/21/2025	WIRE	\$50,000.00	\$50,000.00
Additional Retainer	7/25/2025	WIRE	\$50,000.00	\$100,000.00
Additional Retainer	8/1/2025	WIRE	\$300,000.00	\$400,000.00

10. Prior to filing the Application, Young Conaway applied outstanding invoices for services provided prior to the Petition Date against the Restructuring Retainer. Following a final reconciliation, Young Conaway currently holds a Restructuring Retainer in the amount of \$131,926.00, which will be held as a general retainer as security for post-petition services and expenses.⁴

11. Young Conaway intends to apply for compensation for professional services rendered in connection with these chapter 11 cases subject to approval of the Court and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any administrative order entered by the Court, on an hourly basis, plus reimbursement of actual, necessary expenses, and other charges incurred by Young Conaway. The principal attorneys and paralegal designated to represent the Debtors and their current standard hourly rates are:

- | | |
|---------------------|---------------------|
| (a) Craig Grear | \$1,500.00 per hour |
| (b) Edmon L. Morton | \$1,290.00 per hour |
| (c) Sean M. Beach | \$1,235.00 per hour |
| (d) Kevin Guerke | \$1,160.00 per hour |

⁴ The remaining retainer is \$131,926.00, but YCST will be fully reconciling prepetition fees and expenses and will update prior to the hearing if necessary.

(e) Kenneth J. Enos	\$1,075.00 per hour
(f) S. Alexander Faris	\$720.00 per hour
(g) Andrew M. Lee	\$545.00 per hour
(h) Sarah E. Gawrysiak	\$500.00 per hour
(i) Evan S. Saruk	\$500.00 per hour
(j) Troy Bollman (paralegal)	\$385.00 per hour

12. The hourly rates as set forth above are subject to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals may from time to time serve the Debtors in connection with the matters herein described.

13. Young Conaway advised the Debtors that the hourly rates set forth above are the Firm's standard hourly rates for work of this nature and that these rates are set at a level designed to fairly compensate Young Conaway for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial expenses and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

14. No promises have been received by Young Conaway, nor by any partner, counsel, or associate thereof, as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code. Young Conaway has no agreement with any other entity to share with such entity any compensation received by Young Conaway in connection with these chapter 11 cases.

15. Consistent with the U.S. Trustee's *Appendix B—Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger chapter 11 cases* (the "U.S. Trustee Guidelines"), which became effective on November 1, 2013,⁵ I state as follows:

- Young Conaway has not agreed to a variation of its standard or customary billing arrangements for this engagement;
- none of the Firm's professionals included in this engagement have varied their rate based on the geographic location of these chapter 11 cases;
- Young Conaway was retained by the Debtors pursuant to an Engagement Letter dated July 14, 2025. The billing rates and material terms of the pre-petition engagement are the same as the rates and terms described in the Application; and
- the Debtors have approved or will be approving a prospective budget and staffing plan for Young Conaway's engagement for the post-petition period as appropriate. In accordance with the U.S. Trustee Guidelines, the budget may be amended as necessary to reflect changed or unanticipated developments.

⁵ The U.S. Trustee Guidelines themselves acknowledge that "the Guidelines do not supersede local rules, court orders, or other controlling authority." While the Debtors and Young Conaway intend to work cooperatively with the U.S. Trustee to address requests for information and any concerns that may have led to the adoption of the U.S. Trustee Guidelines, neither the filing of this Declaration, nor anything contained herein, is intended to or shall be deemed to be an admission by Young Conaway that the Firm is required to comply with the U.S. Trustee Guidelines. Young Conaway reserves any and all rights with respect to the application of the U.S. Trustee Guidelines in respect of any application for employment or compensation filed in these chapter 11 cases.

16. The professional services that Young Conaway will render to the Debtors include, but shall not be limited to, the following:

- providing legal advice and services with respect to the Debtors' powers and duties as debtors in possession in the continued operation of their business, management of their property, the Local Rules, practices, and procedures, and providing substantive and strategic advice on how to accomplish the Debtors' goals in connection with prosecution of these chapter 11 cases;
- preparing, on behalf of the Debtors, necessary applications, motions, answers, orders, reports, and other legal papers;
- appearing in Court, at any meeting with the United States Trustee for the District of Delaware (the "U.S. Trustee"), and any meeting of creditors at any given time on behalf of the Debtors;
- advising the Debtors on corporate, bankruptcy, litigation, and other matters, including, without limitation, advising the Debtors' board of directors (the "Board") and the independent restructuring committee of the Board (the "Special Committee") and attending Board and Special Committee meetings; and
- performing all other legal services for the Debtors that may be necessary and proper in these chapter 11 cases as counsel to the Debtors.

17. To the extent that Young Conaway is assigned services by the Debtors that fall outside the scope of those identified herein and in the Application, Young Conaway will file a supplemental declaration in accordance with Bankruptcy Rule 2014.

18. The facts set forth herein and in the Application are true and correct to the best of my knowledge, information, and belief.

Dated: August 14, 2025

/s/ Sean M. Beach
Sean M. Beach

Exhibit I

Interested Parties

Avant Gardner

Interested Parties - Debtors

Debtors

AGDP Holding Inc.

Avant Gardner, LLC

AG Management Pool LLC

EZ Festivals LLC

Made Event LLC

Reynard Productions, LLC

Avant Gardner

Interested Parties - Judges & UST

Judges & UST

Benjamin Hackman
Christine Green
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Hannah M. McCollum
Hawa Konde
Holly Dice
James R. O'Malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon
Lauren Attix
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Michael Girello
Nyanquoi Jones
Richard Schepacarter
Shakima L. Dortch
Timothy J. Fox, Jr.
The Honorable Brendan L. Shannon
The Honorable Craig T. Goldblatt
The Honorable J. Kate Stickles
The Honorable John T. Dorsey
The Honorable Karen B. Owens
The Honorable Laurie Selber Silverstein
The Honorable Mary F. Walrath
The Honorable Thomas M. Horan

Avant Gardner

Interested Parties - Vendors

Vendors

Heini
Gateway Productions
Nova Traffic
Able Equipment Rental Inc
Christie Lites Enterprises
McAlpine
Brookside
Creative Artists Agency
BILDSTEIN GROUP LLC
Iron Group
Zin Electrical
Tomexpo
MTD USA
Telecom Communications
BCLP
Allstar Security and Consulting Inc
BrownTech
4ID Solutions
CID Plumbing
BILLFOLD LLC
Moncon
All Access Staging & Productions
Wizard
United Site Services
Grant Thornton LLP
Plus Music
Singer Equipment Company, Inc.
Kelco
Patrick Doerr Plc
SEO
508 Operations LLC
Marica LLC
Hlve.co
Daversa Partners
Clair Global
Hard Feelings
Brief Carmen & Kleiman LLP
Stys Hospitality Initiative
SHI
Loupe Digital Inc.
Con Edison
Greenspoon Marder LLP
NYC Environmental Protection
United Healthcare
DTDS
Great Lakes Hotel Supply
Geiger
Sirkkas, LLC
UNREAL-SYSTEMS
Kaufman Dolowich, LLP

Avant Gardner

Interested Parties - Vendors

Vendors

4 WALL ENTERTAINMENT, INC

Paradocs

Kostow Greenwood

Anchin, Block & Anchin LLP

Meta Platforms, Inc.

Fresh Prints LLC

United Staging & Rigging

Mega Lasers Productions, Inc.

US Foods

Fepaz Enterprises

Avant Gardner

Interested Parties - Vendors

Vendors

JDL FX LLC
AG Der Pioniere
Chateau Brooklyn LLC
PLUSMUSIC US Inc.
HBT Planung GmbH
Wasserman Music LLC
AG Security Group Inc.
Afco
United Talent Agency
Swiss Event Operation GmbH
See Tickets
One Pulse Group LLC
AEG Presents LLC
WME Entertainment
Liaison Artists
Moncon Inc.
Brooklyn Storehouse LLC
SPI Consulting
Poggesi USA
Rivka Noskeau
Technical Arts Group LLC
Cornucopia Cruise Line
Muller
PSG Engineering
Buds and Blooms
&LANA LLC
Seer Assets LLC
Adelman Matz P.C.
Ready Set Inc
ClarksonSears Holdings LLC
Obstacle Paving
Dynamic Hoisting Scaffolding
Alive Coverage LLC
Silent Volume LLC
Ellenoff Grossmann & Schole LLP
Jackson Koloskus
GREAT LAKES HOTEL SUPPLY COMPANY
Kelco Productions Inc
VierD AG
Southern Glaziers

Avant Gardner

Interested Parties - Artists

Artists

Tiesto
Zeds Dead
Kayzo
Brutalismus 3000
Odd Mobb
Charlotte de Witte
Francis Mercier
Anjunadeep
Boris Brejcha
Galantis
Alegria
Black Coffee
Excision
Elrow
Subtronics
Loud Luxury
The Chainsmokers
Deadmau5
Alesso
Kai Wachi
Themba
Drumcode
Sublime
Nora En Pure
Timmy Trumpet
Wooli
A.G. Cook
Afrojack
DJ Snake
Tape B
Gryffin
Yosuke Yukimatsu
Bunt
Indo Warehouse
Big Wild
It's Murph
Two Friends
Polo & Pan
Awakenings
Viagra Boys
Hardwell
Holy Priest
Illenium
Maz
Hugel
Adventure Club
Amelie Lens
Sub Focus
Disco Lines
Horsegirl

Avant Gardner

Interested Parties - Artists

Artists

ARMNHMR

Meduza

Yung Lean

Peggy Gou

Acraze

Azealia Banks

Sullivan King

Artbat

Maddix

Slander

Funk Tribu

MK

Big Gigantic

Levity

Mestiza

Notion

Ray Vlope

Tchami

Avant Gardner

Interested Parties - Landlords

Landlords

Packin Realty Company, LLC

Gardner Purchaser LLC

Stewart Purchaser LLC

Vlat, LLC

Avant Gardner

Interested Parties - Equity Holders

Equity Holders

Jurgen Bildstein

Avant Gardner

Interested Parties - D&O

D&O

Gary Richards

Faisal Lateef

Hooman Yazrahi

Avant Gardner

Interested Parties - Insurance

Insurance

Standard Security Life Insurance Company
The NY State Insurance Fund
StarStone Specialty Insurance Co
Republic Vanguard Insurance Co
Hiscox Insurance Co
Beazley Excess & Surplus Lines Ins inc
Zurich American Insurance Company
Homeland Ins Co of Delaware
Underwriters at Lloyd's
Ascot Ins Co
Vantage Risk Assurance Co
HDI Global Specialty SE
Texas Ins Co
Axis Surplus Insurance Co
HGR Group Inc
CAC Group

Avant Gardner

Interested Parties - Restructuring Professionals

Restructuring Professionals

Triple P Securities, LLC (Portage Point Partners)

Triple P TRS, LLC (Portage Point Partners)

Sidley Austin LLP

Young Conaway Stargatt & Taylor, LLP

Verita Global

Avant Gardner

Interested Parties - Lenders & Agents

Lenders & Agents

Axar Capital
TVT Capital Source LLC
Pinnacle Business Funding LLC
Alter Domus
Strategic Yieldco LLC
Strategic III Diversified Growth Fund LLC
Strategic Consolidated Income Fund LLC
Strategic Diversified Income Fund LLC
Michigan Diversified Income Fund LLC
NYC Festivals, LLC
NYC Club Event, LLC
SFXE IP LLC
LiveStyle Holdings, Inc
HYG Financial Services, Inc.
ACE Endico Corporation
US Foods, Inc.

Avant Gardner

Interested Parties - Banks

Banks

J.P. Morgan Chase

Avant Gardner

Interested Parties - Taxing Authorities

Taxing Authorities

Internal Revenue Service

New York State Department of Taxation and Finance

New York City Department of Finance

New York Department of Labor

State of Delaware

Avant Gardner

Interested Parties - Litigation

Litigation

Fred Orsita
Nicholas De Heras
Narendra Persaud
Mark Kabbeko
508 Operations LLC
Nicole Brockmole
Lauren Bair
Nick Ercklentz
Alexandra Avchukov
Quentin Chappat
Sandra Maestra Pereira
Kris Iyer
Anthony Palie
Dakota Bedell
Carl Corbo
Annabel Gould
Dolores Thompson
Bridgette Winkelmann
Billy Ting
Duoc Vo
Garry Huang
Jeffrey Wang
Joshua Chin
Willy Ngo
Steven Scinto
James Power
Kimberly Power
Rupert Byron Finlay Ramsay
AG Light and Sound, Inc.
Manhattan Mirage Inc. & Lorenzo P. Anderson aka LP Anderson
Medpro RRG Risk Retention Group
Sviatoslav Dobriuk
Brocho V.H. LLC
Goldstar Staffing Corp. & Marcos Sanchez
T&M USA LLC
Laser Light Company
Sunbelt Rentals Inc.
Raven Production Management Group, LLC
The Bright Pursuit LLC
WeatherPrep LLC
Entertainment & Rigging
Michael Hang
NY Tent LLC
Brett Carter
Christopher Adams

Avant Gardner

Interested Parties - Litigation

Litigation

Daniel Ahn
Daniel Chiu
Jin Ang
John Jeon
John Sun
Joseph Lee
Joshua Friedman
Timmy Howard
Weichieh Chi
Afara Mir
Albeil Benitez-Maruri
Ana Ralbovski
Andres Felipe Perez Guzman
Anbal Mendoza
Anna Skakhsbazov
Ariel Ramage
Arturo Olmos
Augusto Meyo
Ayla Brown
Celestino Cruz Guevara
Danielle Casale
Diana Henriquez
Doris Galinec
Eddy Cedeno
Felipe Castro
Fernando Romero
Giovanni William Tamayo
Giselle Johnson
Hector Rodriguez
Janela Bunke
Janelle Colantuone
Jorge Mota Cortorreal
Jovanna Del Plato
Jovanni Espinoza
Juan Carlos Garcia
Kaitlene Tan
Kaitlin Capaccio
Laurie Bowen
Lingpeng Qian
Luis Rafael Velazquez
Margarite Morano
Miguel Ocampo
Nazareth Dehkordi
Nilsson Dominguez
Norberto Campos Hernandez

Avant Gardner

Interested Parties - Litigation

Litigation

Omar Cruz

Paola Montellese

Paulina Lempicka

Rosalina Giaquinto

Sabrina Lorena Rojas

Sarah Kabir

Tiffany Rasombath

Avant Gardner

Interested Parties - Contractors

Contractors

Alex Joss
Discotech
Luffy
QianLingPeng
Amaju
Bryan Lee
Deep Roots
Frank Nostros
Indo Warehouse
Jahan Hussain
Jay Lin
Joey Sutura
Lisa Marcelo
Nervous Records
Nochum Schechter
Sheriff Wasfy
Dream Hospitality Group
Nick Mora

Avant Gardner

Interested Parties - UCC Lien Parties

UCC Lien Parties

First Corporate Solutions

Exhibit II

Engagement Agreement

WILMINGTON
RODNEY SQUARE**NEW YORK**
ROCKEFELLER CENTER**YOUNG
CONAWAY****Sean M. Beach**
P 302.571.6621
F 302.576.3281
sbeach@ycst.com

July 14, 2025

Gary S. Richards
Chief Executive Officer
AGDP Holding Inc.
7014 13th Avenue, Suite 202
Brooklyn, NY 11228

Re: Engagement Agreement with Young Conaway Stargatt & Taylor, LLP

Dear Mr. Sirkka:

Young Conaway Stargatt & Taylor, LLP (“Young Conaway” or the “Firm”) is pleased to serve as Delaware counsel to AGDP Holding Inc., Avant Gardner LLC, Reynard Productions LLC, EZ Festivals LLC, Made Event LLC and certain affiliates (collectively the “Company”) on terms set forth herein in connection with the potential restructuring of the Company. We look forward to working with the Company, Sidley Austin LLP and the other advisors to the Company on this matter.

Matter; Scope. Young Conaway’s engagement will include representation of the Company in preparing for and implementing all aspects of its restructuring efforts, including any potential Chapter 11 bankruptcy filing. We will also be available to represent the Company in any litigation that may arise in connection with any Chapter 11 bankruptcy filing.

Fees, Services and Retainer. Young Conaway’s periodic invoices will reflect charges for services rendered, calculated on the basis of our guideline hourly rates. For attorney services, these rates of our restructuring professionals range from \$500 to \$1,545 per hour. My standard rate is currently \$1,235 per hour. The guideline hourly rate charged for paralegals is \$385 to \$395 per hour. Our guideline hourly rates are adjusted periodically to reflect the advancing experience, capabilities and seniority of our professionals as well as general economic factors.

Our invoices also will include amounts for charges and disbursements. Such charges and disbursements will include, among others things, charges for messenger services, air couriers, document preparation services, secretarial overtime, photocopying, court fees, travel expenses, working meals, postage, materials for large mailings, telephone and facsimile charges, computerized legal research facilities, computerized document inventory and control, investigative searches, and other charges customarily invoiced by law firms in addition to fees for legal services. In the event extraordinary or significant expenses are incurred, the Company agrees that it will pay those expenses directly or will promptly reimburse the Firm separately from our normal invoice procedure.

Young Conaway Stargatt & Taylor, LLPRodney Square | 1000 North King Street | Wilmington, DE 19801
P 302.571.6600 F 302.571.1253 YoungConaway.com

Young Conaway Stargatt & Taylor, LLP

Gary S. Richards, CEO

July 14, 2025

Page 2

Young Conaway will send the Company and the Company will pay periodic invoices for services rendered and charges and disbursements incurred. The invoices will reflect charges for services rendered calculated on the basis of our guideline hourly rates. Invoices shall be payable upon receipt.

Young Conaway customarily receives a reasonable evergreen security retainer in matters of this nature. The retainer is designed to assure the Company's continued access to representation despite the potential delays in obtaining authority to pay fees, the potential imposition of cash collateral requirements and other factors. At this time, Young Conaway requires payment of an initial evergreen security retainer in the amount of \$100,000 (the "Retainer"). To the extent we determine that the Retainer is insufficient for the magnitude of the services and expenses requested for the engagement, Young Conaway may require an increase to the Retainer amount. In addition, we will require the pre-payment of the chapter 11 filing fee of \$1,738.00, per filing entity, which fees can be funded at a time closer to any potential bankruptcy filing.

The Retainer funds will be held for the purpose of providing a Retainer for professional services to be rendered and expenses to be charged by us to the Company account in connection with the representation described above. The Retainer will be held in an interest-bearing account for the benefit of the Interest on Lawyers Trust Accounts ("IOLTA") Program established by the Delaware Supreme Court unless you elect to have the Retainer held in an interest-bearing account for your benefit, in which case, interest will be credited to the escrow account monthly and will accumulate until the Retainer is applied to our invoices for services or until the balance of the Retainer is remitted to the Company at the conclusion of this matter. Enclosed is a tax reporting form, which must be completed, signed by an authorized representative of the Company and returned to us before our bank will open an interest-bearing escrow account for your benefit.

In the event of a chapter 11 filing, Young Conaway shall be indemnified and compensated by the Company and their estates for any fees or costs arising from the successful defense and prosecution of any fee application by Young Conaway in connection with its fees pursuant to sections 328 and 330 of the Bankruptcy Code.

Discharge and Withdrawal. The Company may discharge Young Conaway at any time. Young Conaway may withdraw from this representation at any time with the Company's consent or for good cause without the Company's consent. Good cause includes the Company's breach of this agreement (including the Company's failure to pay any statement when due), the Company's refusal or failure to cooperate with us or any fact or circumstance that would render our continuing representation unlawful or unethical.

Conflict Waiver; Confidentiality. Our firm represents many other companies and individuals. Thus, it is possible that during the time we represent you, some of our present or future clients may have disputes or interests adverse to you. Accordingly, this letter will confirm your agreement that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you in this matter, even if the interests of such clients in those other matters are directly adverse to you and

even if such representation includes litigation against you, provided that we reasonably believe that we will be able to provide competent and diligent representation to you and the other affected clients. We will not represent any party adverse to you with respect to the matters for which you engage us to represent you pursuant to this engagement letter.

Please be assured that, despite any such representation, we strictly preserve all client confidences and zealously pursue the interests of each of our clients, including in those circumstances in which we represent the adversary of an existing client in an unrelated case. The Company agrees that it does not consider such future representation, in unrelated matters, of the Company and any adversary to be inappropriate and, therefore, waives any objections to any such future representation. Of course, with respect to any particular matter that may arise in connection with any chapter 11 case that may be commenced, we understand that the Company will evaluate all of the circumstances extant at that time and will coordinate assignments among Young Conaway and other counsel to best serve and benefit the Company.

Young Conaway is being engaged by the Company as a corporate entity. Our employment does not, and cannot, include the representation of any individual officer, director, manager, member, shareholder or employee; we encourage each such person to consult independent counsel.

Records Retention. Paper and other records which are created or held on your behalf will be retained by the Firm in accordance with law and at its discretion during the pendency of this matter. Unless required by law to be retained in paper or other tangible form, as the case may be, the Firm may scan or otherwise convert all such records to electronic or digital form and dispose of the paper or other tangible record. Notwithstanding the foregoing, the Firm will not convert any record exclusively to electronic or digital form if doing so would violate the law or if the Firm realizes in advance that, in doing so, the information contained in the record would be made illegible or unusable.

All documents and other materials relating to the subject matter of this engagement, including those maintained electronically, will be retained and disposed of in accordance with Young Conaway's document retention policy, which provides generally that Young Conaway will not retain documents relating to this type of engagement for more than six years. As such, absent your prior written request to return documents and other materials at the conclusion of this engagement, all documents and other materials in storage may be destroyed after the expiration of the designated document retention period.

Choice of Law and Jurisdiction. In the unlikely event that a dispute arises concerning the engagement provided herein, the Company and Young Conaway agree that this agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, and that the courts of the State of Delaware shall have exclusive jurisdiction of all matters relating, in any way, to any disputes arising from this agreement.

Other legal matters may arise during our representation of the Company that are not set forth in, or contemplated by, this engagement letter. Indeed, given the magnitude of the representation, it would be unusual if this were not the case. Please feel free to contact us to

Gary S. Richards, CEO

July 14, 2025

Page 4

clarify the current representation or to discuss matters that have arisen and, if necessary, supplement this engagement letter to ensure the Company's legal representation on such matters.

The foregoing sets forth the terms regarding Young Conaway's retention. There are no representations or promises other than as expressly set forth herein. If the foregoing terms of our representation meet with your approval and accurately represent your understanding of the Company's Retainer agreement with Young Conaway, please execute this agreement and return it to Young Conaway at your earliest convenience. Wiring instructions for payment of the Retainer are set forth below.

We very much appreciate the opportunity to represent the Company.

Sincerely,

YOUNG CONAWAY STARGATT & TAYLOR,
LLP



Sean M. Beach, Partner

Gary S. Richards

By: 

Chief Executive Officer
AGDP Holding Inc.

Wiring Instructions

Bank Name: M&T Bank

Location: 1007 North Market Street, Suite 12, Wilmington, DE 19801

Routing or ABA #: 022000046

FBO Account #: 9886728667

Account Name: Young Conaway Stargatt & Taylor, LLP Attorney Trust Account

Special Instructions: (Please provide reference number 099999.1596 for proper processing of funds)

Exhibit B

Richards Declaration

**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 (MFW)

(Jointly Administered)

**DECLARATION OF GARY RICHARDS IN SUPPORT OF THE DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF YOUNG CONAWAY STARGATT & TAYLOR, LLP AS
COUNSEL FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

I, Gary Richards, hereby declare under penalty of perjury, pursuant to section 1746 of title 28 of the United States Code, as follows:

1. I am the Chief Executive Officer of AGDP Holdings Inc. and its subsidiaries which are the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”).

2. I submit this declaration (this “Declaration”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Young Conaway Stargatt & Taylor, LLP as Counsel for the Debtors, Effective as of the Petition Date* (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

RATE STRUCTURE

3. Young Conaway has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Young Conaway charges for non-bankruptcy

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 such terms in the Application.

representations. I am informed that the rates Young Conaway charged the Debtors in the prepetition period are the same rates Young Conaway will charge the Debtors in the post-petition period, subject to customary adjustments, as described in the Beach Declaration.

THE DEBTORS' SELECTION OF YOUNG CONAWAY AS COUNSEL

4. As noted in the Application, the Debtors seek to retain Young Conaway as counsel to the Debtors. The Debtors selected Young Conaway as bankruptcy counsel because of the Firm's extensive knowledge, expertise, and experience in the field of debtors' and creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code. Young Conaway's knowledge, expertise, and experience practicing before the Court will enable the Firm to work in an efficient and cost-effective manner on behalf of the Debtors' estates. Additionally, in preparing for these chapter 11 cases, Young Conaway has become familiar with the Debtors' business and affairs and many of the potential legal issues that may arise in the context of these chapter 11 cases. Since its engagement, the Firm has advised the Debtors, among other things, on the Bankruptcy Local Rules, practices, and procedures with respect to various restructuring issues. Accordingly, the Debtors believe that Young Conaway is uniquely qualified to represent them in these chapter 11 cases.

COST SUPERVISION

5. The Debtors will review invoices submitted by Young Conaway during these chapter 11 cases and will monitor the billing practices of their counsel closely during these chapter 11 cases to ensure that the fees and expenses paid by the Debtors' estates remain consistent with the Debtors' expectations and the circumstances of these chapter 11 cases. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: August 14, 2025

/s/ Gary Richards

Gary Richards
Chief Executive Officer
AGDP Holding Inc.

Exhibit C

Rule 2016 Statement

**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 (MFW)

(Jointly Administered)

**STATEMENT OF YOUNG CONAWAY STARGATT & TAYLOR, LLP UNDER RULE
2016 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE
AND SECTION 329 OF THE BANKRUPTCY CODE**

1. Young Conaway Stargatt & Taylor, LLP (“Young Conaway”), pursuant to Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), and section 329 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), states that the undersigned is proposed counsel for the above captioned debtors and debtors in possession (collectively, the “Debtors”), in the above-captioned chapter 11 cases.

2. Compensation agreed to be paid by the Debtors to Young Conaway is to be for legal services rendered in connection with these chapter 11 cases. The Debtors have agreed to pay Young Conaway at the firm’s standard hourly rates for the legal services rendered or to be rendered on the Debtors’ behalf in connection with these chapter 11 cases by Young Conaway’s various attorneys and paralegals. The Debtors have also agreed to reimburse Young Conaway for its actual and necessary expenses incurred in connection with these chapter 11 cases.

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.

3. Young Conaway was retained by the Debtors to provide restructuring work pursuant to an engagement agreement dated July 14, 2025 (the “Engagement Agreement”). As further detailed in the First Day Declaration.

4. Pursuant to the Engagement Agreement, attached to the Beach Declaration as Exhibit II, Young Conaway received an initial retainer of \$50,000 on July 21, 2025 (the “Initial Restructuring Retainer”) in connection with the planning and preparation of initial documents and the Firm’s proposed post-petition representation of the Debtors. The Initial Restructuring Retainer was supplemented as set forth in the chart below (together with the Initial Restructuring Retainer, the “Restructuring Retainer”).

5. A chart summarizing retainers provided by the Debtors to Young Conaway, and the prepetition application of incurred fees and expenses arising from services rendered prior to the Petition Date against such retainers, is set forth below:

Date Range of Services	Date of Payment	Form of Payment	Payment Amount	Retainer Balance
Initial Restructuring Retainer	7/21/2025	WIRE	\$50,000.00	\$50,000
Additional Retainer	7/25/2025	WIRE	\$50,000.00	\$100,000
Additional Retainer	8/1/2025	WIRE	\$300,000.00	\$400,000

6. Prior to filing the Application, Young Conaway applied outstanding invoices for services provided prior to the Petition Date against the Restructuring Retainer. Following a final reconciliation, Young Conaway currently holds a Restructuring Retainer in the amount of

\$131,926.00, which will be held as a general retainer as security for post-petition services and expenses.²

7. Within the year prior to the Petition Date, Young Conaway received no other payments or promises of payment from the Debtors on account of services rendered or to be rendered in contemplation of or in connection with these chapter 11 cases. Young Conaway will seek approval of payment of compensation upon its filing of appropriate applications for allowance of interim or final compensation pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court. All filing fees in these chapter 11 cases have been paid in full.

8. The services to be rendered include all those services set forth in the Application.

9. Young Conaway further states that it has neither shared nor agreed to share (i) any compensation it has received or may receive with another party or person, other than with the partners, counsel, and associates of Young Conaway, or (ii) any compensation another person or party has received or may receive.

[Remainder of page intentionally left blank.]

² The remaining retainer is \$131,926.00, but YCST will be fully reconciling prepetition fees and expenses and will update prior to the hearing if necessary.

Dated: August 14, 2025
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,
LLP**

/s/ Sean M. Beach

Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
Kenneth J. Enos (No. 4544)
S. Alexander Faris (No. 6278)
Sarah Gawrysiak (No. 7403)
Evan S. Saruk (No. 7452)
1000 North King Street
Rodney Square
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: emorton@ycst.com
sbeach@ycst.com
kenos@ycst.com
afaris@ycst.com
sgawrysiak@ycst.com
esaruk@ycst.com

*Proposed Counsel to the Debtors and Debtors in
Possession*

EXHIBIT D

Proposed 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 (MFW)

(Jointly Administered)

Ref: Docket No. ____

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF YOUNG
CONAWAY STARGATT & TAYLOR, LLP AS COUNSEL FOR
THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the Debtors for entry of an order, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing the retention and employment of Young Conaway Stargatt & Taylor, LLP (“Young Conaway” or the “Firm”) as bankruptcy counsel, effective as of the Petition Date, as more fully set forth in the Application; and this Court having jurisdiction to consider the Application 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 Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and

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 such terms in the Application.

adequate notice of the Application has been given and that no other or further notice is necessary; and this Court having reviewed the Application; and upon the Beach Declaration, the Richards Declaration; and upon the record herein; and it appearing that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; it is HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. In accordance with section 327(a) of the Bankruptcy Code, the Debtors are hereby authorized to retain and employ the firm of Young Conaway as their bankruptcy counsel on the terms set forth in the Application, the Beach Declaration, and the Engagement Agreement effective as of the Petition Date.
3. Young Conaway shall be entitled to allowance of compensation and reimbursement of expenses, upon the filing and approval of interim and final applications pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and such other orders as this Court may direct, including, without limitation, any order of this Court establishing procedures for interim compensation and reimbursement of professionals retained in these chapter 11 cases. Young Conaway intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee's *Appendix B—Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger chapter 11 cases*, effective as of November 1, 2013 (both in connection with the Application and the interim and final fee applications to be filed by Young Conaway in these chapter 11 cases).

4. Young Conaway shall provide five (5) business days' notice to the Debtors and the U.S. Trustee in connection with any increase of the hourly rates listed in the Application. The U.S. Trustee and the Debtors retain all rights to object to any rate increase on all grounds, including, but not limited to, the reasonableness standard provided in section 330 of the Bankruptcy Code, and this Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

6. This Court shall retain jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.