

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 KURTZMAN CARSON CONSULTANTS, LLC
DBA VERITA GLOBAL AS ADMINISTRATIVE ADVISOR TO THE DEBTORS AND
DEBTORS IN POSSESSION, 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 A** (the “Proposed Order”), authorizing the Debtors to retain Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as administrative advisor (the “Administrative Advisor”), effective as of the Petition Date (as defined herein), according to the terms and conditions set forth in that certain services agreement (the “Services Agreement”), annexed as Exhibit 1 to **Exhibit A**, attached hereto. In support of this Application, the Debtors rely upon and incorporate by reference the *Declaration of Evan Gershbein in Support of Debtors’*

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”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the First Day Declaration.



251144625081400000000005

Application for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors and Debtors in Possession, Effective as of the Petition Date (the “Gershbein 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. Additional information regarding the Debtors' businesses, capital structures and circumstances preceding the Petition Date may be found in the First Day Declaration.

VERITA'S RETENTION

7. The terms of retention and employment of Verita are set forth in the Services Agreement. Pursuant to this Application, the Debtors seek to retain Verita to provide, among other things, the following bankruptcy administrative services (collectively, the "Administrative Services"), if and to the extent that the Debtors request:

- (a) assisting with, among other things, the preparation of the Debtors' schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs;
- (b) generating, providing, and assisting with claims objections, exhibits, claims reconciliation, and related matters;
- (c) assisting with, if necessary, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan in these chapter 11 cases;
- (d) generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in these chapter 11 cases; and
- (e) providing such other claims processing, noticing, solicitation, balloting and administrative services described in the Services Agreement, but not included

in the Section 156(c) Application,³ as may be requested by the Debtors from time to time.

8. Verita is one of the country's leading chapter 11 administrators, with experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Verita has substantial experience providing the Administrative Services in numerous cases of comparable size, including several before the Court. *See, e.g., Fisker Inc. et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 2024); *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023); *In re Proterra Inc, et al.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 7, 2023); *In re Novan, Inc., et al.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); *In re Lordstown Motors Corp., et al.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023); *In re KDC Agribusiness LLC, et al.*, Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); *In re PGX Holdings, Inc., et al.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re PlastiQ Inc., et al.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); *In re Christmas Tree Shops,*

³ On the Petition Date, the Debtors filed the *Debtors' Application for Entry of an Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* seeking to retain Verita as the Debtors' claims and noticing agent pursuant to 28 U.S.C. § 156(c) (the "Section 156(c) Application") [D.I. No. 4]. On August 5, 2025, the Court entered an order approving the Section 156(c) Application [D.I. No. 35].

LLC, et al., Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); *In re Structurlam Mass Timber U.S., Inc., et al.*, Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); *In re Catalina Mktg. Corp.*, Case No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023); *CBCRC Liquidating Corp., et al.*, Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); *In re Starry Grp. Holdings, Inc., et al.*, Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); *In re Stanadyne LLC, et al.*, Case No. 23-10207 (TMH) (Bankr. D. Del. Feb. 22, 2023); *In re Tricida*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 23, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); *In re First Guar. Mortg. Corp., et al.*, Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. June 6, 2022).

9. The Debtors chose Verita to perform the Administrative Services because of Verita's experience, reputation, familiarity with these chapter 11 cases, and the competitiveness of its fees. The Debtors submit that using Verita to provide the Administrative Services has provided, and will continue to provide, the most cost-effective and efficient administration of these chapter 11 cases. Further, retaining Verita to perform the Administrative Services has allowed, and will continue to allow the Debtors and their other professionals to focus on key aspects of the Debtors' chapter 11 efforts. Accordingly, the Debtors believe that Verita is qualified to provide the Administrative Services and that Verita's retention in such capacity is in the best interests of the Debtors' estates and their creditors.

VERITA'S COMPENSATION AND DISINTERESTEDNESS

10. The fees Verita will charge in connection with its services to the Debtors are set forth in the pricing schedule attached to the Services Agreement. The Debtors respectfully submit that Verita's rates are competitive and comparable to the rates Verita's competitors charge for similar services and are reasonable given the quality of Verita's services and Verita's bankruptcy

expertise. Additionally, Verita will seek reimbursement from the Debtors for reasonable and documented expenses in accordance with the terms of the Services Agreement.

11. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$30,000, which remains undrawn. Verita seeks to first apply the retainer to all pre-petition invoices. Verita then seeks to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

12. Verita intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the services that it provides as the Administrative Advisor in these chapter 11 cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court.

13. The Gershbein Declaration represents that, to the best of its knowledge, Verita is not connected with the Debtors, their creditors, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), or any person employed by the U.S. Trustee and that, to the best of Verita’s knowledge, after due inquiry, Verita does not by reason of any direct or indirect relationship to, connection with or interest in the Debtors, hold or represent any interest materially adverse to the Debtors, their estates or any class of creditors or equity interest holders with respect to the matters upon which it is to be engaged. Further, Verita has performed a comprehensive conflict search in connection with the Section 156(c) Application. Based upon the Gershbein Declaration, Verita is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code.

14. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

INDEMNIFICATION

15. As part of the overall compensation payable to Verita under the terms of the Services Agreement, the Debtors have agreed to certain indemnification and contribution obligations as set forth in the Services Agreement, to the extent permitted by applicable law and as modified in the Proposed Order.

16. Under the terms of the Services Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Verita and its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Services Agreement or any order authorizing the employment and retention of Verita. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims noticing agent in these chapter 11 cases.

BASIS FOR RELIEF

I. Retention and Employment of Verita as Administrative Advisor is Permitted

17. The Debtors seek approval of the employment and retention of Verita as Administrative Advisor pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) provides that a debtor "may employ one or more . . . professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" the debtor in carrying out its duties. 11 U.S.C. § 327(a).

18. In addition, section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors "with the court's approval, may employ or authorize the employment of a professional

person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.”

11 U.S.C. § 328(a).

19. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

20. Additionally, Local Rule 2014-1 requires an entity seeking approval of employment under section 327(a) of the Bankruptcy Code to file a supporting affidavit and proposed order, all of which have been satisfied by this Application, the Gershbein Declaration, and the Proposed Order. Further, in accordance with Local Rule 2014-1, Verita acknowledges its continuing duty to supplement the Gershbein Declaration with additional material information relating to the employment of Verita, if necessary.

21. In light of the size and complexity of these chapter 11 cases, the Debtors respectfully submit that employing and retaining Verita pursuant to the terms of the Services Agreement, as modified by the Proposed Order, is necessary and in the best interests of the Debtors’ estates and all parties-in-interest in these chapter 11 cases. The Debtors also believe that the terms and conditions of the Services Agreement, as modified by the Proposed Order, are reasonable, and have been previously approved by the Court in the Section 156(c) Application. Further, Verita will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other procedures or orders of the Court.

II. Relief Effective as of the Petition Date is Appropriate

22. Pursuant to the Debtors' request, Verita has agreed to serve as Administrative Advisor on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of to the Petition Date, so that Verita may be compensated for its pre-Application services. The Debtors believe that no party-in-interest will be prejudiced by the granting of the requested relief, as provided in this Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period. This type of relief is customarily granted by courts in this district and the Debtors submit that such approval is justified here.

23. Accordingly, to help manage administrative tasks with respect to the numerous notice parties that are expected to be involved in these chapter 11 cases, and the complexity of such cases, the Debtors respectfully request entry of an order authorizing the Debtors to employ and retain Verita as Administrative Advisor effective as of the Petition Date.

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; and (f) 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.

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

/s/ Gary Richards
Gary Richards
Chief Executive Officer

**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 Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors and Debtors in Possession, 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

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 DEBTORS TO RETAIN
KURTZMAN CARSON CONSULTANTS, LLC DBA
VERITA GLOBAL AS ADMINISTRATIVE ADVISOR TO THE DEBTORS AND
DEBTORS IN POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the Debtors for entry of an order (this “Order”) authorizing the Debtors retain Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as its Administrative Advisor in these chapter 11 cases, effective as of the Petition Date, as more fully described in the Application; and upon the *Declaration of Evan Gershbein in Support of Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors and Debtors in Possession, Effective as of the Petition Date* (the “Gershbein Declaration”); and this Court having reviewed the Application and the Gershbein Declaration; 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

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.

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 adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; 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. The Debtors are authorized under section 327(a) of the Bankruptcy Code to employ and retain Verita as their Administrative Advisor in accordance with the terms set forth in the Application and the Services Agreement, effective as of the Petition Date.
3. The terms of the Services Agreement, attached hereto as **Exhibit 1**, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved. Notwithstanding the terms of the Services Agreement, the Application is approved solely as set forth in this Order.
4. Verita is authorized to perform the Administrative Services described in the Application and the Services Agreement, and to take such other action to comply with all duties set forth in the Application and the Services Agreement.
5. In addition to the services set forth in the Application and the Services Agreement, Verita is authorized to provide other bankruptcy administration services as the Debtors and the Clerk of the Court may request from time to time.

6. Verita shall apply to this Court for allowance of compensation and reimbursement of expenses incurred as Administrative Advisor after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these chapter 11 cases regarding professional compensation and reimbursement of expenses.

7. Verita may first apply its retainer to all prepetition invoices and to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement. Following the conclusion of these chapter 11 cases, any unpaid balance of the retainer, if any, shall be returned to the Debtors' estates.

8. The Debtors shall indemnify Verita under the terms of the Services Agreement, as modified pursuant to this Order.

9. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by this Court.

10. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any losses, claims, damages, judgments, liabilities, or expenses that are either: (a) judicially determined (the determination having become final) to have arisen from Verita's gross negligence, willful misconduct, bad faith, or fraud; (b) for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations, if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (c) settled prior to a judicial determination under subsection (a) or (b), but determined by this Court, after notice

and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by this Order.

11. Notwithstanding anything to the contrary in the Services Agreement, Verita's liability to the Debtors shall not be limited during the pendency of these chapter 11 cases.

12. If, before the earlier of: (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal); and (b) the entry of an order closing these chapter 11 cases, Verita believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Services Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Verita must file an application in this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by this Court approving such application and the payment requested therein. If Verita seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, the invoices and supporting time records for any attorneys' fees and expenses shall be included in Verita's own applications, both interim and final, but determined by this Court after notice and a hearing. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

13. In the event of any inconsistency between the Services Agreement, the Application, and this Order, the terms of this Order shall govern.

14. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

15. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

16. The Debtors and Verita are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

17. Notwithstanding any term in the Services Agreement to the contrary, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Exhibit 1

Services Agreement



VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 29 day of July 2025, between AGDP Holding Inc. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 10%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement. Prior written approval from the Company is required for any such expense in excess of \$1,000.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$30,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,



VERITA AGREEMENT FOR SERVICES

Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita’s performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days’ written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term “Cause” means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company’s reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to



VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all reasonable and documented fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with



VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement unless due to gross negligence or willful misconduct; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day



VERITA AGREEMENT FOR SERVICES

after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

AGDP Holding Inc.
140 Stewart Ave.
Brooklyn, NY 11237
Attn: General Counsel
Email: Faisal@avant-gardner.com

With a copy (which shall not constitute notice) to:

Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, CA 90067
Attn: Genevieve G. Weiner; Jonathan E. Mitnick
Tel: (310) 595-9500
Fax: 310-595-9501
Email: gweiner@sidley.com; jemitnick@sidley.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.



VERITA AGREEMENT FOR SERVICES

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:

Evan J. Gershbein

41878F978E7747D...
BY: Evan Gershbein DATE: 30-Jul-2025 | 12:02:16 PM EDT
TITLE: EVP, Corporate Restructuring Services

Company

Signed by:

Gary Richards

1C74E702644F4D0...
BY: Gary Richards DATE: 30-Jul-2025 | 11:54:20 AM EDT
TITLE: Chief Executive Officer

Fee Structure

Consulting Services & Rates¹

Position	Hourly Rate
Analyst	Waived
<p>The Analyst processes incoming mail, creditor mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.</p>	
Technology/Programming Consultant ²	\$28 - \$76
<p>The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.</p>	
Consultant/Senior Consultant/Director	\$52 - \$192
<p>The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. Verita's Consultants average over six years of experience.</p> <p>The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. Verita's Senior Consultants average over seven years of experience.</p> <p>The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. Verita's Directors average over twelve years of experience and are generally former practitioners.</p>	
Securities/Solicitation Consultant	\$196
<p>The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Securities Director/Solicitation Lead	\$200
<p>The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Weekend, holidays and overtime	Waived

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

² Certain technology development fees may be applicable.



Printing & Noticing Services

Service	Fee
Printing	\$0.10 per image ³ (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived ⁴
Fax noticing	\$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper	Quote prior to publishing

Claims Administration & Management Expenses

Service	Fee
License fee and data storage	\$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to Verita CaseView (secure, password protected)	Waived
Proprietary, secured, password protected portal for unlimited users. Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information. Functionality to run or request customized reports summarizing case analytics	

Verita eServices

Service	Fee
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

³ Print surcharges of \$0.05 per image may apply to mailings required to be sent outside of normal business hours (8am – 6pm ET, Monday through Friday, excluding public holidays)

⁴ A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties



Document Management/Imaging

Service	Fee
Electronic imaging (scanning & bar coding)	\$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

Call Center Support Services

Service	Fee
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of call center	Standard hourly rates
Call center operator	\$55 - \$75

Disbursements

Service	Fee
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

Exhibit B

Gershbein 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 EVAN GERSHBEIN IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA
GLOBAL AS ADMINISTRATIVE ADVISOR TO THE DEBTORS AND DEBTORS IN
POSSESSION, EFFECTIVE AS OF THE PETITION DATE**

I, Evan Gershbein, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am an Executive Vice President of Corporate Restructuring of Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), whose offices are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 90245. Except as otherwise noted, the matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors and Debtors in Possession, Effective as of the Petition Date* (the "Application").²

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 in the Application.

3. I am not being specifically compensated for this testimony other than through payments received by Verita as a professional retained by the Debtors. I am over the age of 18 years and authorized to submit this Declaration on behalf of Verita.

4. This Declaration incorporates the *Declaration of Evan Gershbein in Support of Debtors' Application for Entry of an Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* attached as Exhibit B to the Section 156(c) Application [D.I. No. 4].

VERITA'S QUALIFICATIONS AS ADMINISTRATIVE ADVISORS

5. As Administrative Advisor, Verita will perform the Administrative Services specified in the Application and the Services Agreement.

6. Verita is one of the country's leading chapter 11 administrators, with experience in notice, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. Verita has provided the Administrative Services and has acted as the notice and claims agent in numerous cases of comparable size in this district. *See, e.g., Fisker Inc. et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 2024); *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023); *In re Proterra Inc, et al.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 7, 2023); *In re Novan, Inc., et al.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); *In re Lordstown Motors Corp., et al.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023);

In re KDC Agribusiness LLC, et al., Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); *In re PGX Holdings, Inc., et al.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re PlastiQ Inc., et al.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); *In re Christmas Tree Shops, LLC, et al.*, Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); *In re Structurlam Mass Timber U.S., Inc., et al.*, Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); *In re Catalina Mktg. Corp.*, Case No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023); *CBCRC Liquidating Corp., et al.*, Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); *In re Starry Grp. Holdings, Inc., et al.*, Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); *In re Stanadyne LLC, et al.*, Case No. 23-10207 (TMH) (Bankr. D. Del. Feb. 22, 2023); *In re Tricida*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 23, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); *In re First Guar. Mortg. Corp., et al.*, Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. June 6, 2022).

7. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, in that Verita and its professional personnel:

- a. are not creditors, equity security holders or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of these cases, directors, officers or employees of the Debtors; and
- c. do not have an interest materially adverse to the interest 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.

8. The Debtors have many creditors and, accordingly, Verita may have rendered and may continue to render services to certain of these creditors in matters unrelated to these chapter 11 cases, either as vendors or in cases where Verita serves in a neutral capacity as a bankruptcy claims and noticing agent or class action settlement administrator. Verita has not and will not

represent the separate interests of any such creditor in these chapter 11 cases. To the best of my knowledge, neither Verita, nor any of its professional personnel, has any relationship with the Debtors that would impair Verita's ability to serve as Notice and Claims Agent or Administrative Advisor. Verita has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships, except to the extent that Verita and counsel to the Debtors have communicated concerning the preparations for these chapter 11 cases, are unrelated to these chapter 11 cases. In addition, Verita personnel may have relationships with some of the Debtors' creditors. Such relationships are, however, of a personal or financial nature and are unrelated to these chapter 11 cases. Verita has and will continue to represent clients in matters unrelated to these chapter 11 cases and has and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these chapter 11 cases.

9. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative

of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

10. Verita searched all entities listed in the list of potential parties in interest, attached hereto as **Schedule 1**, against an internal database that includes (a) Verita's parent entities, affiliates, and subsidiaries and (b) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. J.P. Morgan Chase is listed as a bank on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where J.P. Morgan Chase may be associated with the Debtors.

11. To the extent Verita learns of any material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

12. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

13. To the best of my knowledge, and except as disclosed herein and in the Section 156(c) Application, Verita neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as would be required by section 327(a) of the Bankruptcy Code. Verita has performed a comprehensive

conflicts check in connection with the Section 156(c) Application and will continue to supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

14. Verita has informed the Debtors that, subject to Court approval, it will invoice the Debtors at its standard hourly rates, which are set forth in the Services Agreement.

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

Dated: August 14, 2025

Respectfully submitted,

/s/ Evan Gershbein

Evan Gershbein
Executive Vice President
Kurtzman Carson Consultants, LLC dba
Verita Global
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, California 90245

Schedule 1

Potential Parties in Interest

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