

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. 62

NOTICE OF FILING OF AMENDMENT TO STALKING HORSE APA

PLEASE TAKE NOTICE that, on August 14, 2025, the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of (I) an Order (A) Approving Certain Bidding Procedures and the Form and Manner of Notice Thereof, (B) Authorizing the Debtors to Designate the Stalking Horse Bidder, (C) Scheduling an Auction and a Hearing on the Approval of the Sale of Some, All, or Substantially All of the Debtors’ Assets, (D) Authorizing the Debtors to Enter into the Purchase Agreement(s), (E) Establishing Certain Assumption and Assignment Procedures and Approving the Manner of Notice Thereof, and (F) Granting Related Relief; and (II) an Order or Orders (A) Authorizing the Sale of Some, All, or Substantially All of the Debtors’ Assets Free and Clear of Encumbrances, (B) Approving the Assumption and Assignment of the Potentially Assigned Contracts, and (C) Granting Related Relief* [Docket No. 62] (the “Bidding Procedures Motion”).² A copy of the Stalking Horse Purchase Agreement was attached as Exhibit B to the Bidding Procedures Motion.

PLEASE TAKE FURTHER NOTICE that, the Debtors and the Stalking Horse Bidder have entered into an amendment to the Stalking Horse Purchase Agreement (the “Stalking Horse APA Amendment”). The Stalking Horse APA Amendment clarifies Section 3.1 of the Stalking Horse Purchase Agreement to state that the amount of the Credit Bid is \$110,000,000, inclusive of (i) all DIP Term Loan Obligations that are outstanding under the DIP Term Loan Facility as of the Closing Date and (ii) a portion of the Prepetition Term Loan Secured Obligations. A copy of the Stalking Horse APA Amendment is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER APPROVAL OF THE BIDDING PROCEDURES MOTION 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, DELAWARE 19801.

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 their meanings given to them in the Bidding Procedures Motion.



251144625082200000000001

Dated: August 22, 2025
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,
LLP**

/s/ Kenneth J. Enos

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*Proposed Counsel to the Debtors and Debtors in
Possession*

EXHIBIT A

Stalking Horse APA Amendment

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

This **AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT** (this “**Amendment**”), dated as of August 22, 2025, by and among (i) AG Acquisition 1 LLC (“**Purchaser**”), and (ii) Avant Gardner, LLC, AGDP Holding Inc., EZ Festivals LLC, Made Event LLC and Reynard Productions, LLC (collectively, “**Sellers**”, and together with Purchaser, each, a “**Party**” and collectively, the “**Parties**”), amends that certain Asset Purchase Agreement, dated as of August 14, 2025, by and among the Parties (as amended or otherwise modified, the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

RECITALS

WHEREAS, the Parties previously entered into the Purchase Agreement; and

WHEREAS, pursuant to and in accordance with Section 12.5 of the Purchase Agreement, the Parties desire to amend the Purchase Agreement as set forth in this Amendment, to clarify the Parties’ intent of Section 3.1 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Section 3.1 of the Purchase Agreement is hereby deleted and replaced in its entirety with the following:

“Section 3.1 Purchase Price. The aggregate consideration for the sale, transfer and delivery of the Purchased Assets (the “Purchase Price”) shall consist of the following: (a) a credit bid of \$110,000,000 (the “Credit Bid”), inclusive of (i) all DIP Term Loan Obligations that are outstanding under the DIP Term Loan Facility as of the Closing Date and (ii) a portion of the Prepetition Term Loan Secured Obligations, which Credit Bid shall exclude the Retained Obligations, which Retained Obligations shall remain outstanding following the Transaction; (b) the assumption of the Assumed Liabilities (including payment of applicable Cure Amounts with respect to the Assumed Contracts); and (c) the provision of an amount equal to (i) the Wind-Down Funding Amount for the Post-Closing Wind-Down Budget, less (ii) the amount of Excluded Cash (not to exceed the amount in clause (i)).”

2. Except as expressly set forth herein, the Purchase Agreement shall remain unchanged and in full force and effect in accordance with its terms. Each reference in the Purchase Agreement to “this Agreement,” “hereof,” “hereunder,” or words of like import, and all references to the Purchase Agreement in any agreements, instruments, documents, certificates or other writings (other than this Amendment or as otherwise expressly provided) shall be deemed to refer to the Purchase Agreement as amended hereby, whether or not this Amendment is expressly referenced; provided, that, for the avoidance of doubt, any references in the Purchase Agreement to “as of the date hereof” or “as of the date of

this Agreement” contained in the Purchase Agreement shall continue to refer to August 14, 2025.

3. The Parties agree that the provisions of Section 12.5 and Section 12.6 of the Purchase Agreement apply, *mutatis mutandis*, to this Amendment. In the event of a conflict between the provisions of this Amendment and the Purchase Agreement, the provisions of this Amendment shall control. This Amendment may be executed in multiple counterparts which, when taken together, shall constitute one and the same agreement. A counterpart of a signature page to this Amendment executed by DocuSign or other electronic signature and delivered electronically shall be binding in the same manner as a manually executed counterpart delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first written above.

Purchaser:

AG ACQUISITION 1 LLC

By: _____

Name: Andrew Axelrod

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first written above.

Sellers:

AVANT GARDNER, LLC

By: Gary Richards

Name: Gary Richards

Title: CEO

AGDP HOLDING INC.

By: Gary Richards

Name: Gary Richards

Title: Chief Executive Officer

EZ FESTIVALS LLC

By: Gary Richards

Name: Gary Richards

Title: CEO

REYNARD PRODUCTIONS, LLC

By: Gary Richards

Name: Gary Richards

Title: CEO

MADE EVENT LLC

By: Gary Richards

Name: Gary Richards

Title: CEO