Chapter 11

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

AGDP HOLDING INC., et al., 1

Case No. 25-11446 (MFW)

Debtors.

(Jointly Administered)

SUPPLEMENTAL DECLARATION OF JEFFREY GASBARRA IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF TRIPLE P TRS, LLC AS RESTRUCTURING ADVISOR AND TRIPLE P SECURITIES, LLC AS INVESTMENT BANKER FOR THE DEBTORS, EFFECTIVE AS OF PETITION DATE; (II) WAIVING CERTAIN TIME-KEEPING REQUIREMENTS; AND (III) GRANTING RELATED RELIEF

Pursuant to 28 U.S.C. § 1746, I, Jeffrey Gasbarra, hereby declare as follows:

- 1. I am a Managing Director of Triple P TRS, LLC ("<u>Triple P TRS</u>"), which has its principal place of business at 640 Fifth Avenue, 10th Floor, New York, New York 10019. Triple P Securities and Triple P TRS, LLC ("<u>Triple P TRS</u>" and together with Triple P Securities, "Portage Point") are each wholly owned by Portage Point Partners, LLC.
- 2. I submit this supplemental declaration (the "Supplemental Declaration") on behalf of Portage Point in support of the Debtors' Application for Entry of an Order: (I) Authorizing the Retention and Employment of Triple P TRS, LLC as Restructuring Advisor and Triple P Securities, LLC as Investment Banker for the Debtors, Effective as of Petition Date; (II) Waiving Certain Time Keeping Requirements; and (III) Granting Related Relief [Docket No. 67]

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.



(the "<u>Application</u>"),² and my original declaration attached thereto as <u>Exhibit B</u> (the "<u>Original</u> <u>Declaration</u>").

3. I am authorized to submit this Supplemental Declaration on behalf of Portage Point. Except as otherwise noted, I have personal knowledge of the matters set forth herein. If called and sworn as a witness, I could, and would, testify competently to the matters set forth herein. Certain of the disclosures herein, however, relate to matters within the personal knowledge of other professionals at Portage Point and are based on information provided to me by such professionals.

SUPPLEMENTAL DISCLOSURES

- 4. As stated in the Application, the Debtors propose to retain Triple P TRS as restructuring advisor and Triple P Securities as investment banker pursuant to the Engagement Letter effective as of August 1, 2025 (the "Engagement Letter"). The Engagement Letter restates and supersedes separate engagement letters dated July 8, 2025 (Triple P TRS) and July 18, 2025 (Triple P Securities).
- 5. Portage Point, through Triple P RTS, LLC,³ was initially engaged by Debtor Avant Gardner LLC and its controlled subsidiaries ("<u>Avant Gardner</u>") pursuant to an engagement letter effective as of February 6, 2024 (the "<u>Initial Engagement Letter</u>"). Under the Initial Engagement Letter, Portage Point provided certain restructuring advisory services set forth in the Initial Engagement Letter, including, among others, (i) evaluating and/or developing short-term cash flow model(s) and/or related liquidity management tools; (ii) evaluating and/or developing a business plan and/or related forecasts and analyses; (iii) evaluating and/or developing strategic and/or financial alternatives and financial analyses; (iv) engaging and negotiating with various

² Capitalized terms used not but otherwise defined herein shall have the meanings ascribed to them in the Application or the Engagement Letter, as applicable.

³ Triple P RTS, LLC is the predecessor in interest to Triple P TRS.

constituencies and commercial counterparties as requested by Avant Gardner; and (v) evaluating and implementing contingency planning relating to a potential Chapter 11 bankruptcy case. The Initial Engagement Letter also provided that I would be made available as Avant Gardner's chief transformation officer, subject to satisfaction of certain contingencies. However, those contingencies were not satisfied, and I did not serve in the role of chief transformation officer. I

did participate in providing the other services contemplated under the Initial Engagement Letter.

6. Portage Point's services pursuant to the Initial Engagement Letter were largely

completed in February of 2025, although Portage Point continued with a limited workstream

relating to the Initial Engagement Letter into June of 2025. In July of 2025, Portage Point was

retained to provide the investment banking and restructuring advisory services set out in the

Engagement Letter. I believe Portage Point's experience in providing the services under the Initial

Engagement Letter provides Portage Point with the experience, expertise, and relevant knowledge

regarding the Debtors' financial affairs, operations, and assets to effectively provide the services

set forth in the Engagement Letter.

7. To the extent any new relevant facts or relationships bearing on the matters

described herein during the period of Portage Point's retention are discovered or arise, Portage

Point will use reasonable efforts to file a supplemental declaration promptly, as required by

Bankruptcy Rule 2014(a).

[Remainder of page intentionally left blank.]

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

Dated: August 29, 2025

/s/ Jeffrey Gasbarra

Jeffrey Gasbarra Managing Director Triple P TRS, LLC