

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

AGDP HOLDING INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Jointly Administered)

Hearing Date: To Be Determined

Obj. Deadline: September 12, 2025 at 4:00 p.m. (ET)

DEBTORS' OMNIBUS MOTION FOR ENTRY OF AN ORDER AUTHORIZING  
(I) REJECTION OF (A) CERTAIN UNEXPIRED LEASES AND (B) CERTAIN  
EXECUTORY CONTRACTS, IN EACH CASE, EFFECTIVE AS OF THE  
REJECTION DATE; AND (II) GRANTING RELATED RELIEF

ANY PARTY RECEIVING THIS MOTION SHOULD LOCATE ITS  
NAME AND ITS REJECTED LEASE OR EXECUTORY CONTRACT  
IDENTIFIED ON SCHEDULE 1 TO THE PROPOSED ORDER.

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

**RELIEF REQUESTED**

1. The Debtors seek entry of an order (the "Proposed Order"), substantially in the form attached hereto as **Exhibit A**, (i) authorizing the Debtors to (a) reject certain unexpired leases (including any amendments, side letters, modifications, schedules, or supplements thereto, or guarantees, settlements, or other agreements in connection therewith to which any Debtor is a party, the "Rejected Leases"), effective as of August 29, 2025 (the "Rejection Date"), and (b) reject

<sup>1</sup> 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.

<sup>2</sup> A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Gary Richards in Support of Chapter 11 Petitions and First Day Pleadings* [D.I. 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.



certain executory contracts (the “Rejected Contracts”, and together with the Rejected Leases, the “Rejected Agreements”), effective as of the Rejection Date; and (ii) granting related relief. The Rejected Agreements are set forth in Schedule 1 to the Proposed Order.

### **JURISDICTION AND VENUE**

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

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

4. The statutory and legal bases for the relief requested herein are sections 105(a), 365(a), and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) and rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

### **BACKGROUND OF THE DEBTORS**

5. The Debtors operate a multi-space entertainment venue complex, specializing in large-scale live entertainment—concerts, festivals, corporate functions, and multimedia events—and 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.

6. 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. On August 18, 2025, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") [D.I. 73]. No party has requested the appointment of a trustee or examiner in these cases.

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

### **THE REJECTED AGREEMENTS**

8. As part of the Debtors' efforts during these chapter 11 cases, the Debtors have reviewed their contracts that they have deemed unnecessary to their go-forward business. The Debtors have determined that the Rejected Contracts are no longer necessary to the Debtors' business affairs and would require the Debtors to incur costs on account of services which no longer provide commensurate benefits to the Debtors, leading the Debtors to conclude that the Rejected Contracts are burdensome to their estates.

9. The Debtors have also identified the Rejected Leases as leases for equipment the Debtors no longer use or need to conduct their business. The Debtors have determined in their business judgment that it is in their best interests to reject the Rejected Leases, effective as of the Rejection Date, thereby avoiding the potential incurrence of any additional expenses associated with such leases, which no longer provide value to the Debtors and their estates.

**BASIS FOR RELIEF REQUESTED**

**I. Rejection of the Rejected Agreements as of the Rejection Date Reflects the Debtors' Sound Business Judgment**

10. Section 365(a) of the Bankruptcy Code provides that a debtor, “subject to the court’s approval, may assume or reject any . . . executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). The purpose behind section 365(a) is “to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property.” *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993)); *see also In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010) (“Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization”); *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 528 (1984), *superseded by statute on other grounds*, Bankruptcy Amendments and Federal Judgeship Act of 1984, sec. 541, § 1113, Pub. L. No. 98-353, 98 Stat. 333 (codified at 11 U.S.C. § 1113) (“[T]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11 reorganization, because rejection can release the debtor’s estate from burdensome obligations that can impede a successful reorganization.”).

11. The standard applied in determining whether the rejection of an unexpired lease or executory contract should be authorized is the “business judgment” standard. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distr. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 513 (Bankr. D. Del. 2003) (stating that a debtor’s decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the “product of bad faith, whim, or caprice”); *see also In re Tayfur*, 599 F. App’x 44, 49–50 (3d Cir. 2015) (extending the standard articulated in *Sharon Steel* to unexpired leases). Once a debtor states a valid business justification, “[t]he business judgment

rule ‘is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.’” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

12. Rejection of an executory contract or unexpired lease is appropriate where rejection of the contract or lease would benefit the estate. *See Sharon Steel*, 872 F.2d at 39; *see also Commercial Fin., Ltd. v. Hawaii Dimensions, Inc. (In re Hawaii Dimensions, Inc.)*, 47 B.R. 425, 427 (D. Haw. 1985) (“[u]nder the business judgment test, a court should approve a debtor’s proposed rejection if such rejection will benefit the estate.”). Thus, if the trustee’s or debtor’s business judgment has been reasonably exercised, a court should approve the assumption or rejection of an executory contract or an unexpired lease. *See, e.g., Comp. Sales Int’l, Inc. v. Fed. Mogul (In re Fed. Mogul Glob., Inc.)*, 293 B.R. 124, 126 (D. Del. 2003). Generally, courts defer to a debtor-in-possession’s business judgment to reject an unexpired lease or executory contract. *See, e.g., NLRB v. Bildisco & Bildisco*, 465 U.S. at 523; *In re Minges*, 602 F.2d 38, 43 (2d Cir. 1979); *In re Riodizio*, 204 B.R. 417, 424–25 (Bankr. S.D.N.Y. 1997); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994).

13. Upon finding that the Debtors have exercised their sound business judgment in determining that the rejection of the Rejected Agreements is in the best interests of the Debtors and their estates, the Court should approve the proposed rejections under section 365(a) of the Bankruptcy Code. *See, e.g., Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary

circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course"). If a debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease. *See, e.g., Sharon Steel Corp.*, 872 F.2d at 39–40. The Debtors have determined that the Rejected Agreements are not integral to the Debtors' chapter 11 efforts, are not otherwise beneficial to the Debtors or their estates, and may present burdensome contingent liabilities. Accordingly, the Debtors' decision to reject the Rejected Agreements is an exercise of sound business judgment, and therefore, should be approved.

14. To avoid potentially paying any unnecessary expenses related to the Rejected Agreements, the Debtors seek to reject the Rejected Agreements effective as of the Rejection Date. Courts in this district have routinely authorized a debtor's rejection of unexpired leases and executory contracts as of the date of the filing of the applicable rejection motion. *See In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004); *see also In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003) (rejection permitted effective as of the date of the motion or the date the premises surrendered). Generally, courts have permitted retroactive rejection of an unexpired lease when the non-debtor party to the agreement was given definite notice of the intention to reject. *See, e.g., In re FLYi, Inc.*, Case No. 05-20011 (MFW) (Bankr. D. Del. Aug. 21, 2006). A court may permit such retroactive rejection to avoid unduly exposing a debtor's estate to unwarranted postpetition administrative or other expenses. *See NLRB v. Bildisco & Bildisco*, 465 U.S. at 523 (stating that rejection relates back to the petition date); *Stonebriar Mall Ltd. P'ship v. CCI Wireless, LLC (In re CCI Wireless, LLC)*, 297 B.R. 133, 140 (D. Col. 2003) (holding that a bankruptcy court "has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject"); *Constant Ltd. P'ship v.*

*Jamesway Corp. (In re Jamesway Corp.)*, 179 B.R. 33, 37–38 (S.D.N.Y. 1995) (affirming bankruptcy court’s retroactive approval of lease rejection).

15. The facts in these chapter 11 cases and the balance of the equities favor the Debtors’ rejection of the Rejected Agreements, effective as of the Rejection Date. Without doing so, the Debtors will incur unnecessary charges under the Rejected Agreement which are unnecessary to their business affairs or chapter 11 efforts. The Debtors do not need the personal property interests created by the Rejected Leases, nor do they need the Rejected Contracts to conduct their go-forward businesses. Indeed, requiring the Debtors to continue to perform under the Rejected Agreements after the Rejection Date would impose onerous obligations on the Debtors and their estates for agreements that the Debtors do not derive any meaningful benefit under. Without rejecting the Rejected Agreements, the Debtors will incur unnecessary administrative expenses.

16. Moreover, counterparties will not be unduly prejudiced if the Rejected Agreements are rejected because the Debtors will notify such counterparties immediately, by serving them with a copy of this Motion by overnight or email (where available), of their intent to immediately reject such agreements.

17. Therefore, as it is in the Debtors’ and their estates’ best interests to eliminate the potential incurrence of administrative expenses, and to avoid the potential accrual of any further obligations under the Rejected Agreements, the Debtors respectfully submit that their rejection of the Rejected Agreements, effective as of the Rejection Date, is a sound exercise of their business judgement, and is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors. Accordingly, entry of the Proposed Order is appropriate.

**COMPLIANCE WITH BANKRUPTCY RULE 6006(f)**

18. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts or unexpired leases that are not between the same parties. Rule 6006(f) states, in part, that such motion shall:

- a. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- b. list parties alphabetically and identify the corresponding contract or lease;
- c. specify the terms, including the curing of defaults, for each requested assumption or assignment;
- d. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- e. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and be limited to no more than 100 executory contracts or unexpired leases.

19. The Debtors respectfully submit that the relief requested in this Motion complies with the requirements of Bankruptcy Rule 6006(f).

**RESERVATION OF RIGHTS**

20. Nothing contained herein or any action taken pursuant to the relief requested is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or non-bankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (f) an admission as to the validity, priority, enforceability,



or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any party in interest's rights to subsequently dispute such claim.

**NOTICE**

21. Notice of this Motion has been provided to: (a) the U.S. Trustee; (b) proposed counsel to the Committee; (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 counterparties to the Rejected Agreements (by overnight mail and/or electronic mail); and (g) 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 entry of the Proposed Order, substantially in the form attached hereto, granting the relief requested herein and granting such other relief as is just and proper.

Dated: August 29, 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,  
LLP**

*/s/ S. Alexander Faris*

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*Proposed Counsel to the Debtors and Debtors in  
Possession*

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

In re:

AGDP HOLDING INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Jointly Administered)

**Hearing Date: To Be Determined**

**Obj. Deadline: September 12, 2025 at 4:00 p.m. (ET)**

**NOTICE OF MOTION**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the *Debtors’ Omnibus Motion for Entry of an Order Authorizing (I) Rejection of (A) Certain Unexpired Leases and (B) Certain Executory Contracts, in Each Case, Effective as of the Rejection Date; and (II) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that any responses or objections to the Motion must be filed on or before **September 12, 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 MOTION IS SCHEDULED FOR A DATE TO BE DETERMINED 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 MOTION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.**

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<sup>1</sup> 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 29, 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

*/s/ S. Alexander Faris*

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Edmon L. Morton (No. 3856)  
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*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.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Jointly Administered)

Ref: Docket No. \_\_\_\_

**ORDER AUTHORIZING (I) REJECTION OF (A) CERTAIN UNEXPIRED LEASES  
AND (B) CERTAIN EXECUTORY CONTRACTS, IN EACH CASE, EFFECTIVE AS OF  
THE REJECTION DATE; AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), pursuant to sections 105(a), 365(a), and 554 of the Bankruptcy Code and Bankruptcy Rules 6006 and 6007, (i) authorizing the Debtors to (a) reject certain unexpired leases, effective as of the Rejection Date, and (b) reject certain executory contracts, effective as of the Rejection Date; and (ii) granting related relief; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 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 matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for hearing on the Motion having been given; and the relief requested in the Motion being in the best

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtors, with such rejections being effective as of the Rejection Date.
3. Any person or entity that holds a claim that arises from the Rejected Agreements must file a proof of claim based on such rejection by the later of (i) the last date and time for each person or entity to file proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court; or (ii) thirty (30) days after the entry of this Order.
4. Nothing in this Order shall impair, prejudice, waive or otherwise affect any of the rights of the Debtors or any other party to: (a) assert or contest that the Rejected Agreements (i) were terminated on the Rejection Date, or (ii) are not executory contracts or unexpired leases under section 365 of the Bankruptcy Code; (b) assert or contest that any claim for damages arising from the rejection of the Rejected Agreements is limited to the remedies available under any applicable termination provisions of the Rejected Agreements; (c) assert or contest that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise assert or contest any claims that may be asserted in connection with the Rejected Agreements. All rights, claims, defenses and causes of action that the Debtors and their estates may have against the counterparties to the Rejected Agreements, whether or not such claims arise under, are related

to the rejection of, or are independent of the Rejected Agreements, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise affect such rights, claims, defenses and causes of action. Additionally, all rights, claims, defenses, and causes of action of any counterparty to the Rejected Agreements, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Agreements, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise affect such rights, claims, defenses and causes of action.

5. Nothing this Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

6. Nothing in this Order shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

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

8. The requirements in Bankruptcy Rules 6006 and 6007 are satisfied.

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

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



**SCHEDULE 1**

**Rejected Agreements**

Debtor	Counterparty Name	Address1	Address2	City	State	Zip	Country	Contract Title
Avant Gardner, LLC	2392224 Ontario Inc. Furnishing the Services of HNTR	468 College St.		Toronto	ON	M6G 1A1	Canada	Agreement
Avant Gardner, LLC	4Wall Entertainment, Inc	1 Carol Place		Moonachie	NJ	07074	usa	Rental Agreement
Avant Gardner, LLC	Acraze	9336 Civic Center Drive		Beverley Hills	CA	90210	USA	Performance Contract
Avant Gardner, LLC	Adam Beyer	Can Miguel Tunio, Poligono 26 Parcela 235, Sta		Ibiza		07814	Spain	Engagement Agreement
Avant Gardner, LLC	ADID Events, Inc	Getrudis F - Sta, Eulalie Del Rio		Lockport	NY	14094		Event Space License Agreement
Avant Gardner, LLC	Adiel	175 Walnut Street, Suite #2	8th Floor	San Francisco	CA	94111		Artist Engagement
Avant Gardner, LLC	Afrojack	8942 Wilshire Boulevard		Beverley Hills	CA	90211	USA	Performance Contract
Avant Gardner, LLC	ARMNHMR	9336 Civic Center Drive		Beverley Hills	CA	90210	USA	Performance Contract
Avant Gardner, LLC	Aurora Talent Agency LLC	240 Kent Ave Suite: K2/A21E		Brooklyn	NY	11249		Artist Rider - Konstantin Sibold (Afterlife, Drumcode, Innervisions)
Avant Gardner, LLC	Azealia Banks	Ampersand Studios	31 NE 17th St	Miami	FL	33132	USA	Performance Contract
Avant Gardner, LLC	Ben Klock	2 Embarcadero Center	8th Floor	San Francisco	CA	94111		Artist Engagement
Avant Gardner, LLC	Big Wild Touring, Inc. Furnishing the Services of Big Wild	12 W 37th St, FL 10		New York	NY	10018		Performance Contract
Avant Gardner, LLC	Black Coffee	9 Autumn Street		Rivonia	Johani	2191	SA	Performance Contract
Avant Gardner, LLC	Body Hi Touring Inc. Furnishing the Services of Alesso	15821 Ventura Blvd		Encino	CA	91436		Agreement
Avant Gardner, LLC	Christie Lites New York, LLC	150 Western Road, Suite 100		Kearny	NJ	07032		Christie Lites Terms Summary
Avant Gardner, LLC	Christie Lites New York, LLC	150 Western Road, Suite 100		Kearny	NJ	07032		Agreement for Equipment Rental Supplied Without CL Staff
Avant Gardner, LLC	Cyclops	9336 Civic Center Drive		Beverley Hills	CA	90210		Performance Contract
Avant Gardner, LLC	Damien Siblat aka Grossomoddo	56 Impasse de Moricaud		Polenc		84420	France	Performance Agreement
Avant Gardner, LLC	DJ Gigola Furnishing the Services of DJ Gigola	Neuenburgerstr 22a		Berlin		10969	Germany	Performance Contract
Avant Gardner, LLC	DJ Snake Touring, LLC Furnishing the Services of DJ Snake	1301 6th Ave, 10th Floor		New York	NY	10019		Performance Contract
Avant Gardner, LLC	DN Recordings	81 Black Prince Road		London		SE1 7ET	United Kingdom	Contract re: Event Fees
Avant Gardner, LLC	Effin	9336 Civic Center Drive		Beverley Hills	CA	90210		Effin Artist Tech, Performance & Hospitality Rider
Avant Gardner, LLC	Effin Music LLC F/S/O Effin	9336 Civic Center Drive		Beverley Hills	CA	90210		Agreement
Avant Gardner, LLC	Ely Oaks	Montignystraat 46	2018 - Antwerp	Belgium				Performance Agreement
Avant Gardner, LLC	Entertainment Solution LLC	67 Skidmore Road		Freehold	NJ	07728		Event Space License Agreement
Avant Gardner, LLC	Everyday People	sinclair@everydaypyl.nyc						Performance Contract
Avant Gardner, LLC	FJAAK	Französische Str. 12		Berlin		100117	Germany	DJ Set Tech Rider
Avant Gardner, LLC	FJAAK Furnishing the Services of FJAAK	Französische Str. 12		Berlin		100117	Germany	Agreement
Avant Gardner, LLC	Florent Hugel Furnishing the Services of Hugel	401 Commerce Street, Penthouse		Nashville	TN	37219		Artist Engagement
Avant Gardner, LLC	FLOZONE Furnishing the Services of Flozone	2545 32nd Ave N		Saint Petersburg	FL	33713		Performance Contract
Avant Gardner, LLC	Gem B.V. F/S/O Bart Skils	9336 Civic Center Drive		Beverley Hills	CA	90210		Contract Agreement re: Bart Skils
Avant Gardner, LLC	Hardwell	1000 International Dr	23rd Floor	Baltimore	MD	21202	USA	Performance Contract
Avant Gardner, LLC	Hector Oaks	19 New Road		Brighton	UK	BN1 1UF		Contract
Avant Gardner, LLC	Hector Oaks	19 New Road		Brighton	UK	BN1 1UF		Technical Rider
Avant Gardner, LLC	Hector Oaks	19 New Road		Brighton	UK	BN1 1UF		Hospitality Rider
Avant Gardner, LLC	Hello Wood Zrt.	Kisfaludy utca 19.		Budapest		1082	Hungary	36 20 499 9692
Avant Gardner, LLC	Hello Wood Zrt.	Kisfaludy utca 19.		Budapest		1082	Hungary	36 20 499 9692
Avant Gardner, LLC	Henrik Schwarz	Millinowskistrasse 25		Berlin			Germany	Agreement
Avant Gardner, LLC	HiFX Ltd T/A XE	Level 4, 32 Mahuhu Crescent		Auckland		1010	New Zealand	Letter re: Duco Events Limited
Avant Gardner, LLC	Indira Pagnotto	2 Embarcadero Center	8th Floor	San Francisco	CA	94111		Agreement
Avant Gardner, LLC	Infected Mushroom	9336 Civic Center Drive		Beverley Hills	CA	90210		Performance Contract
Avant Gardner, LLC	Jose Antonio Fernandes Coelho f/s/o Tom Enzy	Rua Eduardo Ferreira Pinto Basto	N30 R/c dto	Lisboa	PT	2605-023		Booking Agreement
Avant Gardner, LLC	Konstantin Sibold Furnishing the Services of Konstantin Sibold	Auf dem Haigst 2A		Stuttgart		70597	Germany	Agreement
Avant Gardner, LLC	LYNY	9336 Civic Center Drive		Beverley Hills	CA	90210		Performance Contract
Avant Gardner, LLC	Malugi	Wilhelm-Busch-Strasse 22		Berlin		12043	Germany	Performance Contract
Avant Gardner, LLC	Matrixxman	Sonnenallee 16		Berlin		12047	Germany	Agreement
Avant Gardner, LLC	Maz	8942 Wilshire Boulevard		Beverley Hills	CA	90211	USA	Performance Contract
Avant Gardner, LLC	Modul'air BV Furnishing the Services of Pegassi	405 Lexington Avenue	19th Floor	New York	NY	10174		Agreement
Avant Gardner, LLC	Monumental Productions BV	Isolatorweg 36		Amsterdam		1014 AS	Netherlands	Co-Promotion Agreement
Avant Gardner, LLC	Monumental Productions BV	Isolatorweg 36		Amsterdam		1014 AS	Netherlands	Co-Promotion Agreement
Avant Gardner, LLC	Monumental Productions BV	Isolatorweg 36		Amsterdam		1014 AS	Netherlands	Co-Promotion Agreement
Avant Gardner, LLC	Nora En Pure	3 Columbus Circle	23rd Floor	New York	NY	10019		Agreement

Debtor	Counterparty Name	Address1	Address2	City	State	Zip	Country	Contract Title
Avant Gardner, LLC	PAUZA	1820 Lancaster Street Ste 200		Baltimore	MD	21231		Confirmation of Artist
Avant Gardner, LLC	PRISMA Artists, LLC Furnishing the Services of LAOLU	1440 Hi Point St, Suite 101		Los Angeles	CA	90035		Performance Contract
Avant Gardner, LLC	Riot Ten	10900 Wilshire Blvd #1200		Los Angeles	CA	90024		Performance Contract
Avant Gardner, LLC	Showtek	11 Madison Ave	18th Floor	New York	NY	10010	USA	Performance Contract
Avant Gardner, LLC	Sonja Melanie Rauschenbach f/s/o Lilly Palmer	9336 Civic Center Drive		Beverley Hills	CA	90210		Agreement
Avant Gardner, LLC	Sunday Scaries LLC f/s/o Sunday Scaries Supersonic Agency Furnishing the Services of Cornelis Diederik Kamminga (Corren Cavini)	10250 Constellation Blvd Ste 100B		Los Angeles	CA	90067		Sunday Scaries Contract
Avant Gardner, LLC	Synthony	Stadionweg 251-1		Amsterdam		1076 NX	Netherlands	Agreement
Avant Gardner, LLC	Terzo Piano LLC f/s/o Meduza	PO Box 969	Shortland Street	Auckland		1140	NZ	Performance Contract
Avant Gardner, LLC	The Bullitt Agency, Inc. f.s.o. Kasia Timmy Trumpet	9000 W Sunset Blvd	820 Ste.	Los Angeles	LA	90069		Engagement Agreement
Avant Gardner, LLC	Unreal-Systems, Inc.	3207a M Street NW		Washington	DC	20007		Agreement To Engage Talent
Avant Gardner, LLC	Unreal-Systems, Inc.	9336 Civic Center Drive		Beverley Hills	CA	90210	USA	Performance Contract
Avant Gardner, LLC	Unreal-Systems, Inc.	8565 W 44th Ave #116		Hialeah	FL	33018		Unreal Systems Terms Summary
Avant Gardner, LLC	Unreal-Systems, Inc.	8565 W 44th Ave #116		Hialeah	FL	33018		Services Agreement
Avant Gardner, LLC	Vastive	10900 Wilshire Blvd #1200		Los Angeles	CA	90024		Amendment to Services Agreement
Avant Gardner, LLC	Victor Ruiz	2 Embarcadero Center	8th Floor	San Francisco	CA	94111		Performance Contract
Avant Gardner, LLC	Vincent Esteve aka Grossomoddo	34 Rue des Arrucats		Pailhès		34490	France	Engagement
								Performance Agreement