

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: November 25, 2025 at 10:30 a.m. (ET)

Obj. Deadline: November 14, 2025 at 4:00 p.m. (ET)

DEBTORS' FOURTH OMNIBUS MOTION FOR ENTRY OF AN ORDER  
AUTHORIZING (I) REJECTION OF 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 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 (this "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 reject certain executory contracts (the "Rejected Contracts") effective as of the date of filing this Motion (the "Rejection Date"), and (ii) granting related relief. The Rejected Contracts are set forth in Schedule 1 to the Proposed Order.

<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. 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.



### **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), and 365(a) 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].

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 CONTRACTS**

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 in their business judgment that it is in their best interests to reject the Rejected Contracts, effective as of the Rejection Date, thereby avoiding the potential incurrence of any additional expenses associated with such contracts, which no longer provide value to the Debtors and their estates.

### **BASIS FOR RELIEF REQUESTED**

#### **I. Rejection of the Rejected Contracts as of the Rejection Date Reflects the Debtors’ Sound Business Judgment**

9. 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.”).

10. The standard applied in determining whether the rejection of an 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”). 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.’” *Off. 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)).

11. 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 Com. 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).

12. Upon finding that the Debtors have exercised their sound business judgment in determining that the rejection of the Rejected Contracts 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"). The Debtors have determined that the Rejected Contracts 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 Contracts is an exercise of sound business judgment, and therefore, should be approved.

13. To avoid potentially paying any unnecessary expenses related to the Rejected Contracts, the Debtors seek to reject the Rejected Contracts 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). 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").

14. The facts in these chapter 11 cases and the balance of the equities favor the Debtors' rejection of the Rejected Contracts, effective as of the Rejection Date. Without rejecting the Rejected Contracts, the Debtors will incur unnecessary administrative expenses. Indeed, requiring the Debtors to continue to perform under the Rejected Contracts 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.

15. Moreover, counterparties will not be unduly prejudiced if the Rejected Contracts 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.

16. 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 Contracts, the Debtors respectfully submit that their rejection of the Rejected Contracts, 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)**

17. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts 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.

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

**RESERVATION OF RIGHTS**

19. 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**

20. Notice of this Motion has been provided to: (a) the U.S. Trustee; (b) 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 Contracts (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: October 31, 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,  
LLP**

*/s/ Sarah Gawrysiak*

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Edmon L. Morton (No. 3856)  
Sean M. Beach (No. 4070)  
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**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: November 25, 2025 at 10:30 a.m. (ET)**

**Obj. Deadline: November 14, 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’ Fourth Omnibus Motion for Entry of an Order Authorizing (I) Rejection of 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 **November 14, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”) the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection or response upon the undersigned 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 **NOVEMBER 25, 2025 AT 10:30 A.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 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: October 31, 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

*/s/ Sarah Gawrysiak*

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*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 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) and 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 6007, (i) authorizing the Debtors to 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 interests of the Debtors’ estates, their creditors, and other parties in

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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.

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 Contracts, 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 Contracts 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 Contracts (i) were terminated on the Rejection Date, or (ii) are not executory contracts under section 365 of the Bankruptcy Code; (b) assert or contest that any claim for damages arising from the rejection of the Rejected Contracts is limited to the remedies available under any applicable termination provisions of the Rejected Contracts; (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 Contracts. All rights, claims, defenses and causes of action that the Debtors and their estates may have against the counterparties to the Rejected Contracts, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Contracts, 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 Contracts, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Contracts, 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 Contracts**



Debtor	Counterparty Name	Attn: Name (Individual or c/o)	Address 1	Address 2	Address 3	City	State	Zip	Country	Contract Title
Avant Gardner, LLC	&LANA LLC		0 Bond St, 4th Floor			New York	NY	10012	USA	Consulting Agreement
Avant Gardner, LLC	&LANA LLC		0 Bond St, 4th Floor			New York	NY	10012	USA	&LANA Terms Summary
Avant Gardner, LLC	Ascendo Resources, LLC		2 Alhambra Plaza	PH 2-A		Coral Gables	FL	33134	USA	Direct Hire Fee Agreement
Avant Gardner, LLC	Ascendo Resources, LLC		2 Alhambra Plaza	PH 2-A		Coral Gables	FL	33134	USA	Ascendo Terms Summary
Avant Gardner, LLC	Degree, Inc. d/b/a Lattice		360 Spear St	Floor 4		San Francisco	CA	94105	USA	License Agreement
Avant Gardner, LLC	Genetic Soul, LLC f/s/o Layla Benitez	Attn: Annie Chung	11 Madison Avenue	18th Floor		New York	NY	10010	USA	Artist Agreement
Avant Gardner, LLC	Ideate Capital, LLC		6 E 32nd Street 8th Floor			New York	NY	10016	USA	Statement of Work re: Data Analytics & AI
Avant Gardner, LLC	Ideate Capital, LLC		6 E 32nd Street 8th Floor			New York	NY	10016	USA	Ideate LLC Terms Summary
Avant Gardner, LLC	MNKY BZZ db/a One World Agency	Attn: Legal Department	Korte Vlierstraat 6			Antwerp		2000	Belgium	Artist Agreement
Avant Gardner, LLC	MTD USA LLC		5101 Chatoosa Dr			Lithonia	GA	30038	USA	Water Equipment Agreement
Avant Gardner, LLC	National Employee Assistance Providers, Inc.		490 Wheeler Road, Suite 102			Hauppauge	NY	11788	USA	Memorandum of Agreement
Avant Gardner, LLC	Plumusic US Inc.		5 Penn Plaza, Ste 2300			New York	NY	10001	USA	Marketing & Service Agreement
Avant Gardner, LLC	PSG Engineering and Geology, D.P.C.	David R. Lent, PG	362 Fifth Avenue, Suite 501			New York	NY	10001	USA	Geotechnical Investigation Work Plan
Avant Gardner, LLC	PSG Engineering and Geology, D.P.C.	David R. Lent, PG	362 Fifth Avenue, Suite 501			New York	NY	10001	USA	Change Order Request (COR) for Professional Services
Avant Gardner, LLC	PSG Engineering and Geology, D.P.C.	David R. Lent, PG	362 Fifth Avenue, Suite 501			New York	NY	10001	USA	Letter Agreement re: Proposal for Environmental Consulting Services
Avant Gardner, LLC	PSG Engineering and Geology, D.P.C.	David R. Lent, PG	362 Fifth Avenue, Suite 501			New York	NY	10001	USA	PSG Terms Summary
Avant Gardner, LLC	PSG Engineering and Geology, D.P.C.	David R. Lent, PG	362 Fifth Avenue, Suite 501			New York	NY	10001	USA	Change Order Request (COR) No.2 for Professional Services
Avant Gardner, LLC	Singer Equipment Company		150 S. Twin Valley Road			Elverson	PA	19520	USA	Equipment Agreement
Avant Gardner, LLC	Smorqasburq Productions LLC		24 Commerce Street			Brooklyn	NY	11231	USA	Master Management Agreement
Avant Gardner, LLC	Smorqasburq Productions LLC		24 Commerce Street			Brooklyn	NY	11231	USA	Smorqasburq Terms Summary
Avant Gardner, LLC	Upperground Limited f/s/o Artbat	Attn: Annie Chung	11 Madison Avenue	18th Floor		New York	NY	10010	USA	Artist Agreement