

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. 395

**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”)² 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

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 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.

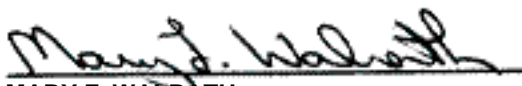
7. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

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.

Dated: November 18th, 2025
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

33701119.1

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 Chatcoosa 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	Plusmusic 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