

**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 Nos. 62, 92, & 328

**NOTICE OF FILING OF AMENDMENT TO AMENDED
AND RESTATED STALKING HORSE APA**

PLEASE TAKE NOTICE that, on October 24, 2025, the Court entered that certain *Order Authorizing (I) the Sale of the Debtors' Assets Free and Clear of All Liens and Claims; (II) the Debtors to Enter Into and Perform their Obligations Under the Asset Purchase Agreement and Related Documents; (III) the Debtors to Assume and Assign Certain Contracts and Unexpired Leases; (IV) Waiver of the Stay Periods Under Bankruptcy Rules 6004(h) and 6006(d); and (V) Granting Related Relief* [D.I. 371] (the "Sale Order")² authorizing the Debtors to enter into and perform obligations under the Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that, pursuant to paragraph 34 of the Sale Order, the Debtors and the Purchaser have entered into *Amendment No. 1 to Amended and Restated Asset Purchase Agreement* (the "Amendment"). A copy of the Amendment is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to revise the Further Amended Stalking Horse Purchase Agreement.

[Remainder of page intentionally left blank.]

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 the meanings ascribed to such terms in the Sale Order.



Dated: January 18, 2026
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,
LLP**

/s/ S. Alexander Faris

Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
Kenneth J. Enos (No. 4544)
S. Alexander Faris (No. 6278)
Sarah Gawrysiak (No. 7403)
Evan S. Saruk (No. 7452)
1000 North King Street
Rodney Square
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: sbeach@ycst.com
emorton@ycst.com
kenos@ycst.com
afaris@ycst.com
sgawrysiak@ycst.com
esaruk@ycst.com

Counsel to the Debtors and Debtors in Possession

Exhibit A

Further Amended Stalking Horse Purchase Agreement

AMENDMENT NO. 1 TO AMENDED AND RESTATES ASSET PURCHASE AGREEMENT

This **AMENDMENT NO. 1 TO AMENDED AND RESTATED ASSET PURCHASE AGREEMENT** (this “**Amendment**”), dated as of January __, 2026, 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 Amended and Restated Asset Purchase Agreement, dated as of October 17, 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.

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 2.1(j) of the Purchase Agreement is hereby amended by adding the following sentence at the end thereof:

“For the avoidance of doubt, the Insurance Policies transferred pursuant to this Section 2.1(j) shall not include any directors or officers liability insurance policy.”

2. Section 2.1(p) of the Purchase Agreement is hereby deleted and replaced in its entirety with the following:

“(p) all actions, Claims, lawsuits, causes of action and demands available to any Seller (i) in connection with the action entitled *AGDP Holding Inc. v. TVTCapital Source LLC, Insta Funding LLC and Pinnacle Business Funding LLC*, Adv. Pro. No. 25-51803(MFW), and all recoveries therefrom and proceeds thereof and (ii) in respect of any Assumed Liabilities, *provided* that the actions, Claims, lawsuits, causes of action and demands identified in clause (i) shall be prosecuted by the Plan Administrator for the benefit of Purchaser under the Liquidating Plan.”

3. Clause (c) of Section 3.1 of the Purchase Agreement is hereby deleted and replaced in its entirety with the following:

“(c) the provision of an amount equal to (i) the Wind-Down Funding Amount for the Post-Closing Wind-Down Budget, less (ii) (x) the Excluded Cash (not to exceed the

amount in clause (i) and (y) any portion of the Wind-Down Funding Amount advanced by Purchaser prior to the Closing;”.

4. The second sentence of Section 6.7(f) is hereby deleted in its entirety and replaced with the following:

“From and after the Closing Date until the date that is sixty (60) days following the Closing Date (the “Contract Designation Period”), to the fullest extent permitted by the Sale Order and the Bankruptcy Code the Purchaser shall have the right, by providing the Sellers with written notice, to amend Schedule 6.7(a) to designate any Designation Rights Contract as (i) an Assumed Contract or (ii) Excluded Contract.”


5. 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 October 17, 2025.
6. 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

33809236.3