

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 & 371

**CERTIFICATION OF COUNSEL REGARDING PROPOSED ORDER APPROVING
THE AMENDED STIPULATION REGARDING (I) ASSIGNMENT OF LEASE AND
(II) MECHANICS' LIENS**

On August 14, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a motion [D.I. 62] (the “Sale Motion”)² with the Court, seeking entry of an order, among other things, approving the sale of all or substantially all of the Debtors’ assets (the “Sale”).

On October 24, 2025, the Court entered the *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”), granting the relief requested in the Sale Motion. Attached to the Sale Order as Exhibit B was a stipulation (the “Stipulation”) by which the Debtors, AG Acquisition 1, LLC (on behalf of itself and its affiliates) (collectively, the “Purchaser”), and Gardner Purchaser LLC and

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 Motion.



Stewart Purchaser LLC (collectively, the “Landlord” and together, with the Debtors and the Purchaser, each, a “Party” and collectively, the “Parties”) set forth the terms and conditions for the satisfaction by the Purchaser of any cure obligations required to cure that certain lease of non-residential real property (the “Lease”), dated as of May 16, 2017.

The Parties agreed to certain amendments to Stipulation that address issues related to the Sale, the assumption and assignment of the Lease, the Mechanics’ Lien Claims, the Preexisting Mechanics’ Liens, the Other Mechanics’ Liens, the Escrow, and matters under the Lease and Refinance Documents. Additionally, the amendments to the Stipulation provide that the Debtors’ deadline to assume or reject the Lease is consensually extended to April 30, 2026 pursuant to section 365(d)(4)(B)(ii).

In furtherance of the foregoing, the Parties have agreed to the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), approving the amended Stipulation (the “Amended Stipulation”), which is attached to the Proposed Order as Exhibit 1. For the convenience of the Court and other parties in interest, a blackline comparison showing the changes to the Amended Stipulation is attached hereto as **Exhibit B**. Counsel for the Landlord and the Purchaser have each advised that such parties consent to entry of the Proposed Order approving the Amended Stipulation.

WHEREFORE, the Debtors, on behalf of the Parties, respectfully request that the Court enter the Proposed Order approving and authorizing the Amended Stipulation at its earliest convenience, without further notice or a hearing.

[Remainder of page intentionally left blank]

Dated: March 2, 2026
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ S. Alexander Faris

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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.*,¹

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Jointly Administered)

Docket Ref. Nos. 62, 371, & __

**ORDER APPROVING THE AMENDED STIPULATION REGARDING
(I) ASSIGNMENT OF LEASE AND (II) MECHANICS' LIENS**

Upon consideration of the *Certification of Counsel Regarding Proposed Order Approving the Amended Stipulation Regarding (I) Assignment of Lease and (II) Mechanics' Liens* (the "COC")² and the Amended Stipulation entered into by and among the Parties, a copy of which is attached hereto as **Exhibit 1**; and having determined that this Court has jurisdiction to consider the relief sought under the COC in accordance with 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 as of February 29, 2012; and having determined that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and having determined that venue of these chapter 11 cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and having determined that due and appropriate notice of the relief provided for herein has been given under the circumstances; and this Court having determined that the terms set forth in the Amended Stipulation are in the best interests of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

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 defined herein shall have the meanings ascribed to them in the COC.

1. The Amended Stipulation attached to this Order as **Exhibit 1** is hereby APPROVED.

2. This Court shall retain exclusive jurisdiction to resolve any disputes arising from or related to this Order.

Exhibit 1

Amended Stipulation

**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)

Docket Ref. No. 62; 371

**AMENDED STIPULATION REGARDING (I) ASSIGNMENT OF LEASE
AND (II) MECHANICS' LIENS**

This stipulation (as amended, this “Stipulation”) is entered into by and among (a) debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned cases, (b) AG Acquisition 1, LLC (on behalf of itself and its affiliates) (collectively, the “Purchaser”), and (c) Gardner Purchaser LLC and Stewart Purchaser LLC (collectively, the “Landlord” and together, with the Debtors and the Purchaser, each, a “Party” and collectively, the “Parties”);

WHEREAS, on August 4, 2025 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 with the United States Bankruptcy Court for the District of Delaware (the “Court”);

WHEREAS, on August 14, 2025, the Debtors filed a motion [D.I. 62] (the “Sale Motion”)² with the Court, seeking entry of an order, among other things, approving the sale of all or substantially all of the Debtors’ assets (the “Sale”). Attached as Exhibit B to the Sale Motion was a copy of the Asset Purchase Agreement between the Purchaser and the Debtors;

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 Motion.

WHEREAS, on October 17, 2025, the Debtors filed an amended and restated version of the Asset Purchase Agreement between the Purchaser and the Debtors [D.I. 328] (as may be amended, restated, or amended and restated from time to time, the “APA”);

WHEREAS, the Debtor Avant Gardner, LLC and Landlord entered into that certain Master Lease, dated as of May 16, 2017 (including all amendments, supplements, and any ancillary documents related thereto, the “Lease”) with respect to the real property located at 111 Gardner Avenue, Brooklyn, New York 11237 and 140 Stewart Avenue, Brooklyn, New York 11237 (the “Leased Premises”);

WHEREAS, the Debtors intend to assume and assign the Lease to the Purchaser in connection with the Sale.

WHEREAS, on September 15, 2025, the Debtors filed the *Notice of (I) Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and (II) Cure Amounts* [D.I. 201] (the “Cure Notice”). The Cure Notice listed a cure amount of \$1,542,967.28 in connection with the Lease;

WHEREAS, in response to the Cure Notice, the Landlord filed a reservation of rights [D.I. 333] regarding amounts owed in connection with an assumption and assignment of the Lease to Purchaser;

WHEREAS, certain parties have asserted or may assert prepetition claims against the Debtors that have resulted or may result in the Leased Premises being subject to statutory liens (the “Mechanics’ Lien Claims” and, such claimants, the “Mechanics’ Lien Claimants”);

WHEREAS, in September 2025, the Landlord refinanced certain loans secured by the Leased Premises (the “Refinancing Transaction” and such documents governing the Refinancing Transaction, the “Refinance Documents”). In connection with the closing of the Refinancing Transaction, the Landlord deposited \$957,297.89 into an account subject to an agreement (such

account, the “Escrow” and such agreement governing the Escrow, the “Escrow Agreement”) with Gotham Abstract & Settlement, LLC, as agent for First American Title Insurance Company (the “Escrow Agent”) to account for the Mechanics’ Lien Claims that Mechanics’ Lien Claimants had asserted against the Debtors and the Leased Premises at the time of the closing of the Refinancing Transaction (the “Preexisting Mechanics’ Liens”);³

WHEREAS, Mechanics’ Lien Claimants have asserted or may assert, Mechanics’ Lien Claims against the Leased Premises following the time of the closing of the Refinancing Transaction (such claims, “Other Mechanics’ Liens”);⁴

WHEREAS, pursuant to the APA, the Purchaser has acquired certain claims and causes of action against the Mechanics’ Lien Claimants, including the right to object to any Mechanics’ Lien Claims that the Mechanics’ Lien Claimants have asserted in the Debtors’ chapter 11 cases.

WHEREAS, the existence of any statutory lien underlying the Mechanics’ Lien Claims against the Leased Premises constitutes a default under the terms of the Lease as well as the Refinance Documents and must be cured prior to the Debtors’ assumption and assignment of the Lease to Purchaser;

WHEREAS, the Parties wish to resolve issues related to the Sale, the assumption and assignment of the Lease, the Mechanics’ Lien Claims, the Preexisting Mechanics’ Liens, the Other Mechanics’ Liens, the Escrow, and other defaults and issues under the Lease and Refinance Documents; and

WHEREAS, the Parties entered into this Stipulation on October 22, 2025, which was approved by the *Order Authorizing (I) the Sale of the Debtors’ Assts Free and Clear of all Liens*

³ A schedule of the Preexisting Mechanics’ Lien Claims is attached hereto as **Schedule 1**.

⁴ A schedule of the Other Mechanics’ Lien Claims as of the date of the filing of this Stipulation is attached hereto as **Schedule 2**.

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 [Docket No. 371] (the “Sale Order”) and hereby each consent to amend and modify this Stipulation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT:

1. In connection with the assumption and assignment of the Lease and closing of the Sale, the Landlord hereby agrees that any default under the Lease associated with the Mechanics’ Lien Claims, whether existing as of the closing of the Sale or thereafter, shall be deemed cured, provided that the terms and provisions of this Stipulation have been complied with in all respects.

2. Upon the date hereof, Landlord hereby consents to an extension of the deadline to assume or reject unexpired leases of nonresidential real property as set forth in 11 U.S.C. § 365(d)(4) (as extended by any Court order) until April 30, 2026. Notwithstanding the foregoing, in the event that the Escrow Reimbursement and the Initial Cure Reimbursement (as such terms are defined herein) required pursuant to Section 3 and Section 7 below have not been made within six (6) Business Days of entry into this Stipulation, Purchaser’s deadline to assume or reject unexpired leases of nonresidential real property as set forth in 11 U.S.C. § 365(d)(4) (as extended by any Court order) shall automatically revert to March 12, 2026. Notwithstanding anything to the contrary herein, nothing herein shall bind the Debtors to assume and assign the Lease (including all amendments, exhibits, supplements and ancillary documents thereto) to the Purchaser pursuant to the Sale.

3. Within five (5) Business Days of entry into this Stipulation and as a condition precedent to the extension granted pursuant to Section 2 above, the Landlord, Escrow Agent and Purchaser shall enter into an amendment to the Escrow Agreement memorializing that the

Purchaser has directly reimbursed Landlord for the Escrow (the “Escrow Reimbursement”) and that the Purchaser shall be substituted for the Landlord as a party to the Escrow Agreement and any and all rights, title and interest that the Landlord has to the Escrow shall be transferred to Purchaser from and after such amendment.

4. No later than thirty (30) calendar days following (X) the closing of the Sale, with respect to the Preexisting Mechanics’ Liens or Other Mechanics’ Liens where the filing of record date precedes the date of this Stipulation or (Y) the filing of record, with respect to any Other Mechanics’ Liens, Purchaser hereby agrees to either (i) remove or discharge of record any such Mechanics’ Lien Claims or (ii) contest by appropriate legal proceeding, conducted in good faith and with due diligence such Mechanics’ Lien Claims; provided, however, Purchaser shall not be permitted to contest such Mechanics’ Lien Claims, and shall be required to remove or discharge the same of record, if the following conditions are not satisfied to Landlord’s and/or Landlord’s lender’s reasonable satisfaction at any time: (i) such proceeding shall be permitted under and be conducted substantially in accordance with the provisions of any other instrument to which Landlord is subject and shall not constitute a material default thereunder and such proceeding shall be conducted substantially in accordance with all applicable legal requirements; (ii) neither the Leased Premises nor any part thereof will be in danger of being sold, forfeited, terminated, canceled or lost; (iii) Purchaser shall furnish such security as may be reasonably required in the proceeding or to reasonably satisfy Landlord or Landlord’s lender; (iv) either such contest operates to suspend collection or enforcement as the case may be, of the contested Mechanics’ Lien Claim and such contest is maintained and prosecuted continuously and with diligence or the Mechanics’ Lien Claim is bonded; and (v) Purchaser shall, upon reasonable request by Landlord (or Landlord’s lender), give Landlord and Landlord’s lender prompt notice of the status of such proceedings.

5. To the extent reasonably required by the Landlord's lender under the Refinance Documents, the Purchaser shall, upon reasonable request, provide financial assurances and reasonably cooperate with regard to any Mechanics' Lien Claims.

6. Prior to the closing of the Sale and assumption and assignment of the Lease, the terms of the Escrow Agreement shall continue to govern the release of the funds in Escrow.

7. Within five (5) Business Days of entry into this Stipulation and as a condition precedent to the extension granted pursuant to Section 2 above, Purchaser shall have reimbursed Landlord for cure costs set forth on **Schedule 3** in the amount of \$500,000.00 (the "Initial Cure Reimbursement"). Purchaser hereby agrees to reimburse Landlord for the balance of the cure costs set forth on **Schedule 3** in six (6) equal monthly installments on the 9th day of each calendar month (or first Business Day thereafter) following the date of this Stipulation.

8. Upon the closing of the Sale and as a condition precedent to the assignment of the Lease from the Debtors to the Purchaser, Purchaser hereby agrees to reimburse Landlord for any unpaid cure costs, including, without limitation, costs incurred by Landlord following the date hereof and any other amounts agreed to between the Landlord and Purchaser.

9. Upon the closing of the Sale and the assumption and assignment of the Lease to the Purchaser, subject to the terms set forth herein, (i) the Landlord waives any claim that it may have against the Debtors' estates in respect of the subject matter hereof and (ii) the Debtors waive any claim that it may have against the Landlord, its advisors and its affiliates, in respect of the subject matter hereof.

10. Upon request of the Purchaser, Landlord will take steps reasonably necessary to merge the tax lots that comprise the Lease Premises at no out of pocket cost to the Landlord.

11. Nothing in this Stipulation shall be deemed or construed: (i) as an admission as to the validity of any claim listed on **Schedule 1** or **2** or (ii) as a waiver of any Party's rights to dispute any claim listed on **Schedule 1** or **2** on any grounds or basis.

12. The Parties agree that the Court shall have jurisdiction over any dispute arising out of this Stipulation.

13. The Debtors' and their claims and noticing agent are authorized to take any action necessary to implement the terms of this Stipulation without any further Court order.

14. This Stipulation may not be modified, altered, or amended in whole or in part except in writing by the Parties.

STIPULATED AND AGREED TO ON MARCH 2, 2026 BY:

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ S. Alexander Faris

Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
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Counsel to Landlord

Schedule 1**Preexisting Mechanics' Lien Claims**

| | Mechanics' Lien Claimant | Date Recorded | Amount |
|----|---------------------------------|----------------------|---------------|
| 1. | Cid Maintenance Corp. | July 28, 2025 | \$202,550.00 |
| 2. | On Target Sheet Metal | July 31, 2025 | \$32,399.50 |
| 3. | Foundation Building Materials | August 1, 2025 | \$77,625.38 |
| 4. | Moncon Inc. | August 5, 2025 | \$238,639.03 |
| 5. | Tarpey, Donal | August 12, 2025 | \$27,500.00 |
| 6. | Telecom Infrastructure Corp | August 19, 2025 | \$187,124.40 |

Schedule 2**Other Mechanics' Lien Claims¹**

| | Mechanics' Liens Claimant | Date Recorded | Amount |
|-----|----------------------------------|----------------------|----------------|
| 1. | Heini Limited Liability Company | September 25, 2025 | \$2,358,089.90 |
| 2. | Mamal, Inc. | September 23, 2025 | \$248,650.23 |
| 3. | BrownTech | | \$420,658.00 |
| 4. | Herc Rentals | August 28, 2025 | \$273,046.72 |
| 5. | White Cap LP | | \$193,915.00 |
| 6. | Clair Global | | \$86,225.00 |
| 7. | Stewart Purchaser | | \$42,082.00 |
| 8. | Obstacle Systems Inc | | \$40,167.00 |
| 9. | Ace Endico | | |
| 10. | CT Corporation | | |
| 11. | ExTech Operating, LLC | December 11, 2025 | \$12,910.17 |
| 12. | Independence Carting, Inc. | November 13, 2025 | \$65,825.00 |
| 13. | John Lawrie Tubulars | November 12, 2025 | \$50,741.18 |
| 14. | McAlpine Contracting Co. | January 16, 2026 | \$788,737.10 |

¹ NTD – still subject to ongoing review by all Parties.

Schedule 3

| Amount | Source |
|------------------------|--|
| \$273,198.52 | Bryan Cave Legal Bills |
| \$323,313.75 | Return of Security Deposit |
| \$23,048.10 | Unpaid August 2025 Parking Rent |
| \$33,276.02 | Unpaid August 2025 Venue Rent |
| \$521,116.91 | Unpaid Parking Security Deposit |
| \$10,000.00 | Department of Environmental Conservation Penalty |
| \$122,890.00 | Attorney Fees (Estimate) |
| \$32,430.00 | Waste Removal Proposal |
| \$ 1,339,273.30 | |

Exhibit B

Blackline

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)

Docket Ref. No. **62**; [371](#)

**AMENDED STIPULATION REGARDING (I) ASSIGNMENT OF LEASE
AND (II) MECHANICS' LIENS**

This stipulation ([as amended](#), this "Stipulation") is entered into by and among (a) debtors and debtors in possession ([collectively](#), the "Debtors") in the above-captioned cases, (b) AG Acquisition 1, LLC (on behalf of itself and its affiliates) ([collectively](#), the "Purchaser"), and (c) Gardner Purchaser LLC and Stewart Purchaser LLC ([collectively](#), the "Landlord" and together, with the Debtors and the Purchaser, each, a "Party" and collectively, the "Parties")~~;~~;

WHEREAS, on August 4, 2025 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 with the United States Bankruptcy Court for the District of Delaware (the "Court")~~;~~;

WHEREAS, on August 14, 2025, the Debtors filed a motion [D.I. 62] (the "Sale Motion")² with the Court, seeking entry of an order, among other things, approving the sale of all or substantially all of the Debtors' assets (the "Sale"). Attached as Exhibit B to the Sale Motion was a copy of the Asset Purchase Agreement between the Purchaser and the Debtors~~;~~;

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Motion.

WHEREAS, on October 17, 2025, the Debtors filed an amended and restated version of the Asset Purchase Agreement between the Purchaser and the Debtors [D.I. 328] (as may be amended, restated, or amended and restated from time to time, the “APA”);

WHEREAS, the Debtor Avant Gardner, LLC and Landlord entered into that certain Master Lease, dated as of May 16, 2017 (including all amendments, supplements, and any ancillary documents related thereto, the “Lease”) with respect to the real property located at 111 Gardner Avenue, Brooklyn, New York 11237 and 140 Stewart Avenue, Brooklyn, New York 11237 (the “Leased Premises”);

WHEREAS, the Debtors intend to assume and assign the Lease to the Purchaser in connection with the Sale.

WHEREAS, on September 15, 2025, the Debtors filed the *Notice of (I) Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and (II) Cure Amounts* [D.I. 201] (the “Cure Notice”). The Cure Notice listed a cure amount of \$1,542,967.28 in connection with the Lease;

WHEREAS, in response to the Cure Notice, the Landlord filed a reservation of rights [D.I. 333] regarding amounts owed in connection with an assumption and assignment of the Lease to Purchaser;

WHEREAS, certain parties have asserted or may assert prepetition claims against the Debtors that have resulted or may result in the Leased Premises being subject to statutory liens (the “Mechanics’ Lien Claims” and, such claimants, the “Mechanics’ Lien Claimants”);

WHEREAS, in September 2025, the Landlord refinanced certain loans secured by the Leased Premises (the “Refinancing Transaction” and such documents governing the Refinancing Transaction, the “Refinance Documents”). In connection with the closing of the Refinancing

Transaction, the Landlord deposited \$957,297.89 into an account subject to an agreement (such account, the “Escrow” and such agreement governing the Escrow, the “Escrow Agreement”) with Gotham Abstract & Settlement, LLC, as agent for First American Title Insurance Company (the “Escrow Agent”) to account for the Mechanics’ Lien Claims that Mechanics’ Lien Claimants had asserted against the Debtors and the Leased Premises at the time of the closing of the Refinancing Transaction (the “Preexisting Mechanics’ Liens”):³

WHEREAS, Mechanics’ Lien Claimants have asserted or may assert, Mechanics’ Lien Claims against the Leased Premises following the time of the closing of the Refinancing Transaction (such claims, “Other Mechanics’ Liens”):⁴

WHEREAS, pursuant to the APA, the Purchaser has acquired certain claims and causes of action against the Mechanics’ Lien Claimants, including the right to object to any Mechanics’ Lien Claims that the Mechanics’ Lien Claimants have asserted in the Debtors’ chapter 11 cases.

WHEREAS, the existence of any statutory lien underlying the Mechanics’ Lien Claims against the Leased Premises constitutes a default under the terms of the Lease as well as the Refinance Documents and must be cured prior to the Debtors’ assumption and assignment of the Lease to Purchaser; **and**

WHEREAS, the Parties wish to resolve issues related to the Sale, the assumption and assignment of the Lease, the Mechanics’ Lien Claims, the Preexisting Mechanics’ Liens, the Other Mechanics’ Liens, the Escrow, and other defaults and issues under the Lease and Refinance Documents; **and**

³ A schedule of the Preexisting Mechanics’ Lien Claims is attached hereto as **Schedule 1**.

⁴ A schedule of the Other Mechanics’ Lien Claims as of the date of the filing of this Stipulation is attached hereto as **Schedule 2**.

WHEREAS, the Parties entered into this Stipulation on October 22, 2025, which was approved by the Order Authorizing (I) the Sale of the Debtors' Assts 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 [Docket No. 371] (the "Sale Order") and hereby each consent to amend and modify this Stipulation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT:

1. In connection with the assumption and assignment of the Lease and closing of the Sale, the Landlord hereby agrees that any default under the Lease associated with the Mechanics' Lien Claims, whether existing as of the closing of the Sale or thereafter, shall be deemed cured, provided that the terms and provisions of this Stipulation have been complied with in all respects.

~~2. Upon the closing of the Sale and as a condition precedent to the assumption and assignment of the Lease from the Debtors to the Purchaser, the Purchaser shall pay \$957,297.89 directly to the Landlord.~~

2. Upon the date hereof, Landlord hereby consents to an extension of the deadline to assume or reject unexpired leases of nonresidential real property as set forth in 11 U.S.C. § 365(d)(4) (as extended by any Court order) until April 30, 2026. Notwithstanding the foregoing, in the event that the Escrow Reimbursement and the Initial Cure Reimbursement (as such terms are defined herein) required pursuant to Section 3 and Section 7 below have not been made within six (6) Business Days of entry into this Stipulation, Purchaser's deadline to assume or reject unexpired leases of nonresidential real property as set forth in 11 U.S.C. § 365(d)(4) (as

extended by any Court order) shall automatically revert to March 12, 2026. Notwithstanding anything to the contrary herein, nothing herein shall bind the Debtors to assume and assign the Lease (including all amendments, exhibits, supplements and ancillary documents thereto) to the Purchaser pursuant to the Sale.

3. ~~Upon the closing of the Sale~~Within five (5) Business Days of entry into this Stipulation and as a condition precedent to the ~~assumption and assignment of the Lease from the Debtors to the Purchaser~~extension granted pursuant to Section 2 above, the Landlord, Escrow Agent and Purchaser shall enter into an amendment to the Escrow Agreement memorializing that the Purchaser has directly reimbursed Landlord for the Escrow (the "Escrow Reimbursement") and that the Purchaser shall be substituted for the Landlord as a party to the Escrow Agreement and any and all rights, title and interest that the Landlord has to the Escrow shall be transferred to Purchaser from and after such amendment.

4. No later than thirty (30) calendar days following (X) the closing of the Sale, with respect to the Preexisting Mechanics' Liens or Other Mechanics' Liens where the filing of record date precedes the date of this Stipulation or (Y) the filing of record, with respect to any Other Mechanics' Liens, Purchaser hereby agrees to either (i) remove or discharge of record any such Mechanics' Lien Claims or (ii) contest by appropriate legal proceeding, conducted in good faith and with due diligence such Mechanics' Lien Claims; provided, however, Purchaser shall not be permitted to contest such Mechanics' Lien Claims, and shall be required to remove or discharge the same of record, if the following conditions are not satisfied to Landlord's and/or Landlord's lender's reasonable satisfaction at ~~an~~any time: (i) such proceeding shall be permitted under and be conducted substantially in accordance with the provisions of any other instrument to which Landlord is subject and shall not constitute a material default thereunder and such proceeding

shall be conducted substantially in accordance with all applicable legal requirements; (ii) neither the Leased Premises nor any part thereof will be in danger of being sold, forfeited, terminated, canceled or lost; (iii) Purchaser shall furnish such security as may be reasonably required in the proceeding or to reasonably satisfy Landlord or Landlord's lender; (iv) either such contest operates to suspend collection or enforcement as the case may be, of the contested Mechanics' Lien Claim and such contest is maintained and prosecuted continuously and with diligence or the Mechanics' Lien Claim is bonded; and (v) Purchaser shall, upon reasonable request by Landlord (or Landlord's lender), give Landlord and Landlord's lender prompt notice of the status of such proceedings.

5. To the extent reasonably required by the Landlord's lender under the Refinance Documents, the Purchaser shall, upon reasonable request, provide financial assurances and reasonably cooperate with regard to any Mechanics' Lien Claims.

6. Prior to the closing of the Sale and assumption and assignment of the Lease, the terms of the Escrow Agreement shall continue to govern the release of the funds in Escrow.

7. Within five (5) Business Days of entry into this Stipulation and as a condition precedent to the extension granted pursuant to Section 2 above, Purchaser shall have reimbursed Landlord for cure costs set forth on Schedule 3 in the amount of \$500,000.00 (the "Initial Cure Reimbursement"). Purchaser hereby agrees to reimburse Landlord for the balance of the cure costs set forth on Schedule 3 in six (6) equal monthly installments on the 9th day of each calendar month (or first Business Day thereafter) following the date of this Stipulation.

8. ~~7.~~ Upon the closing of the Sale and as a condition precedent to the assignment of the Lease from the Debtors to the Purchaser, Purchaser hereby agrees to reimburse Landlord for ~~the~~ any unpaid cure costs ~~and, including, without limitation, costs incurred by Landlord following~~

the date hereof and any other amounts agreed to between the Landlord and Purchaser ~~in the amounts set forth on **Schedule 3**~~.

9. ~~8.~~ Upon the closing of the Sale and the assumption and assignment of the Lease to the Purchaser, subject to the terms set forth herein, (i) the Landlord waives any claim that it may have against the Debtors' estates in respect of the subject matter hereof and (ii) the Debtors waive any claim that it may have against the Landlord, its advisors and its affiliates, in respect of the subject matter hereof.

10. ~~9.~~ Upon request of the Purchaser, Landlord will take steps reasonably necessary to merge the tax lots that comprise the Lease Premises at no out of pocket cost to the Landlord.

11. ~~10.~~ Nothing in this Stipulation shall be deemed or construed: (i) as an admission as to the validity of any claim listed on **Schedule 1** or **2** or (ii) as a waiver of any Party's rights to dispute any claim listed on **Schedule 1** or **2** on any grounds or basis.

12. ~~11.~~ The Parties agree that the Court shall have jurisdiction over any dispute arising out of this Stipulation.

13. ~~12.~~ The Debtors' and their claims and noticing agent are authorized to take any action necessary to implement the terms of this Stipulation without any further Court order.

14. ~~13.~~ This Stipulation may not be modified, altered, or amended in whole or in part except in writing by the Parties.

STIPULATED AND AGREED TO ON ~~OCTOBER 22, 2025~~ MARCH 2, 2026 BY:

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ S. Alexander Faris

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Counsel to Landlord

Schedule 1**Preexisting Mechanics' Lien Claims**

| | Mechanics' Lien Claimant | Date Recorded | Amount |
|----|---------------------------------|----------------------|---------------|
| 1. | Cid Maintenance Corp. | July 28, 2025 | \$202,550.00 |
| 2. | On Target Sheet Metal | July 31, 2025 | \$32,399.50 |
| 3. | Foundation Building Materials | August 1, 2025 | \$77,625.38 |
| 4. | Moncon Inc. | August 5, 2025 | \$238,639.03 |
| 5. | Tarpey, Donal | August 12, 2025 | \$27,500.00 |
| 6. | Telecom Infrastructure Corp | August 19, 2025 | \$187,124.40 |

Schedule 2**Other Mechanics' Lien Claims¹**

| | Mechanics' Liens Claimant | Date Recorded | Amount |
|-----|-----------------------------------|----------------------------------|------------------------------------|
| 1. | Heini Limited Liability Company | September 25, 2025 | \$2,358,089.90 |
| 2. | Mamal, Inc. | September 26 23, 2025 | \$273,047.00 248,650.23 |
| 3. | BrownTech | | \$420,658.00 |
| 4. | Herc Rentals | <u>August 28, 2025</u> | \$273,047.00 273,046.72 |
| 5. | White Cap LP | | \$193,915.00 |
| 6. | Clair Global | | \$86,225.00 |
| 7. | Stewart Purchaser | | \$42,082.00 |
| 8. | Obstacle Systems Inc | | \$40,167.00 |
| 9. | Ace Endico | | |
| 10. | CT Corporation | | |
| 11. | <u>ExTech Operating, LLC</u> | <u>December 11, 2025</u> | <u>\$12,910.17</u> |
| 12. | <u>Independence Carting, Inc.</u> | <u>November 13, 2025</u> | <u>\$65,825.00</u> |
| 13. | <u>John Lawrie Tubulars</u> | <u>November 12, 2025</u> | <u>\$50,741.18</u> |
| 14. | <u>McAlpine Contracting Co.</u> | <u>January 16, 2026</u> | <u>\$788,737.10</u> |

¹ NTD – still subject to ongoing review by all Parties.

Schedule 3⁺

| Amount | Source |
|--|--|
| \$273,198.52 | Bryan Cave Legal Bills |
| \$323,313.75 | Return of Security Deposit |
| \$23,048.10 | Unpaid August 2025 Parking Rent |
| \$179,831.25 | Unpaid Stage A Rent (2018) |
| \$33,276.02 | Unpaid August 2025 Venue Rent |
| <u>\$521,116.91</u> | <u>Unpaid Parking Security Deposit</u> |
| \$10,000.00 | Department of Environmental Conservation Penalty |
| \$114,140.76 | Unpaid Tax Escalation Amounts |
| \$75,000.00 <u>122,890.00</u> | Attorney Fees (Estimate) |
| \$32,430.00 | Waste Removal Proposal |
| \$1,064,238.40 <u>1,339,273.30</u> | |

~~⁺NTD: Reflects Landlord's estimate of legal expenses as of the date of the filing of this Stipulation. Final amounts to be updated in advance of Closing.~~

~~⁺NTD: Reflects Landlord's estimate of legal expenses as of the date of the filing of this Stipulation. Final amounts to be updated in advance of Closing.~~

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