Docket #0042 Date Filed: 5/12/2026

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)
AGDP HOLDING INC., *et al*., Plaintiffs, v. TVT Capital Source LLC, White Star Funding Inc. d/b/a TVT Cap, Insta Funding LLC, and Pinnacle Business Funding LLC, Defendants.	Adv. Proc. No. 25-51803 (MFW) **Ref. Docket No. 688**

NOTICE OF FILING OF FULLY EXECUTED SETTLEMENT AGREEMENT

PLEASE TAKE NOTICE that, on May 5, 2026, the above captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Motion for Entry of an Order Pursuant to Section 105(A) of the Bankruptcy Code and Bankruptcy Rule 9019, for an Order Approving the Settlement by and Among the (I) Debtors, (II) TVT Parties, and (III) Third-Party Defendants* [D.I. 688] (the "Motion"),[2] requesting the United States Bankruptcy Court for the District of Delaware (the "Court") for entry of an order (the "Proposed Order") approving the settlement between the Debtors, TVT Parties, and Third-Party Defendants (the "Settlement Agreement").

PLEASE TAKE FURTHER NOTICE that the Debtors attached an unexecuted version of Settlement Agreement as Exhibit 1 to the Proposed Order.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 1** is a fully compiled and fully executed version of the Settlement Agreement.

[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 in this notice have the meanings given to such terms in the Motion.

25114432605120000000000002

Dated: May 8, 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 1

Executed Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this "Settlement Agreement") is made and entered into as of May 5, 2026, by and among (i) AGDP Holding Inc., Avant Gardner, LLC, AG Management Pool LLC, EZ Festivals LLC, Made Event LLC, and Reynard Productions, LLC (each a "Debtor" and, collectively, the "Debtors"), debtors and debtors-in-possession in the chapter 11 cases pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), jointly administered in Case No. 25-11446 (MFW), (ii) TVT Capital Source LLC ("TVT"), White Star Funding Inc. d/b/a TVT Cap ("White Star"), Insta Funding LLC ("Insta Funding"), and Pinnacle Business Funding LLC ("Pinnacle," and together with TVT, White Star, and Insta Funding, each a "TVT Party" and collectively, the "TVT Parties") as defendants and third-party plaintiffs in the action styled *AGDP Holding Inc. v. TVT Capital Source LLC,*, Adv. Proc. No. 25-51803 (MFW) (the "Adversary Proceeding"); (iii) Axar Capital Management LLC ("Axar"), Gary Richards, Hooman Yazhari, and Andrew Axelrod as third-party defendants in the Adversary Proceeding (the "Third-Party Defendants," and together with the Debtors and the TVT Parties, the "Parties"); and (iv) Porzio, Bromberg & Newman, P.C., solely in its capacity as disbursement agent for the TVT Parties as described herein.

RECITALS

WHEREAS, on August 4, 2025 (the "Petition Date"), the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, prior to the Petition Date, the Debtors and the TVT Parties entered into certain agreements pursuant to which the TVT Parties provided funds to the Debtors which, as alleged by the Debtors in the Adversary Proceeding, would be repaid from certain revenue streams at the Debtors' music venues;

WHEREAS, also prior to the Petition Date, on July 24, 2025, Insta Funding initiated a lawsuit (the "Lien Action") against Debtor Avant Gardner LLC ("Avant Gardner") in the Connecticut Superior Court of the Judicial District of Stamford seeking a judgment in the amount of $4,621,368.81 and causing a prejudgment hold to be placed and lien to attach to Avant Gardner's bank accounts (the "Insta Funding Lien");

WHEREAS, on August 5, 2025, the Bankruptcy Court entered the *Interim Order (I) Authorizing and Directing the Banks and Payment Processors to Cease Any Holds On, or Redirection of, Cash or Receivables of the Debtors, (II) Authorizing the Debtors to (A) Continue Use of Their Existing Cash Management System, Bank Accounts, and Business Forms, (B) Continue Intercompany Transactions, (C) Pay Related Obligations, and (D) Pay and Honor Processing Obligations; (III) Waiving Certain Investment and Deposit Guidelines, and (IV) Granting Related Relief* (the "Interim Cash Management Order");

WHEREAS, on September 2, 2025, the Bankruptcy Court entered an order approving the relief granted in the Interim Cash Management Order on a final basis (the "Final Cash Management Order" and together with the Interim Cash Management Order, the "Cash Management Orders");

WHEREAS, pursuant to the Cash Management Orders, as adequate protection for the TVT Parties, the Debtors established a segregated and restricted account (the "F&B Reserve") into

which they deposited (i) the total amount of cash in their primary operating account as of the date the Insta Funding Lien attached; and (ii) all receipts from their third-party payment processor, Billfold, from the Debtors' post-Petition Date sales of food and beverages;

WHEREAS, the Debtors continue to deposit receipts from the sale of food and beverages processed by Billfold, and as of the date of this Agreement, the balance of the F&B Reserve is approximately $2.9 million, which amount includes, for the avoidance of doubt, all amounts required to be funded to the F&B Reserve pursuant to each of the Cash Management Orders and the *Final Order Pursuant to Sections 105, 361, 362 ,363, 364, 503, and 507 of the Bankruptcy Code (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Certain Prepetition Lenders; (III) Authorizing Use of Cash Collateral; and (IV) Granting Related Relief* entered by the Bankruptcy Court on October 24, 2025;

WHEREAS, on August 4, 2025, the Debtors commenced the Adversary Proceeding by filing a complaint (the "Complaint") in the Bankruptcy Court against TVT, Insta Funding, and Pinnacle alleging, among other things, (i) avoidance and recovery of unperfected security interests allegedly given to the TVT Parties by the Debtors; (ii) avoidance and recovery of preferential transfers made by the Debtors to one or more of the TVT Parties; and (iii) recharacterization of certain agreements between the Debtors and one or more of the TVT Parties;

WHEREAS, on August 22, 2025, the Debtors amended the Complaint to add White Star Funding Inc. d/b/a TVT Cap as a defendant (the "Amended Complaint");

WHEREAS, on October 13, 2025, TVT, Insta Funding, and Pinnacle, answered the Amended Complaint, and White Star moved to dismiss the Amended Complaint;

WHEREAS, on October 27, 2025, TVT, Insta Funding, and Pinnacle (together, the "Third-Party Plaintiffs") filed a third-party complaint (the "Third-Party Complaint") against the Third-Party Defendants and Jurgen Bildstein which alleged, among other things, counts associated with fraud, conspiracy, tortious interference with contracts, and unjust enrichment;

WHEREAS, the Debtors' management liability insurance carrier, StarStone Specialty Insurance Company ("StarStone"), has tendered coverage for claims asserted in the Third-Party Complaint against Messrs. Richards and Yazhari under the Private Company Management Liability Insurance Policy, Policy No. DNO00235466P-00 (the "D&O Policy");

WHEREAS, on December 15, 2025, at the request of the Parties, the Bankruptcy Court entered an order staying all deadlines in the Adversary Proceeding and appointing the Honorable Thomas Horan as settlement judge to mediate the Adversary Proceeding;

WHEREAS, the TVT Parties each filed the proofs of claim identified on **Schedule A** hereto in the Debtors' chapter 11 cases (the "Proofs of Claim");

WHEREAS, on February 11, 2026, the Bankruptcy Court entered an order confirming the *Second Amended Joint Chapter 11 Plan of Liquidation for AGDP Holding Inc. and Its Affiliated Debtors* (as may be amended, modified, or supplemented from time to time, the "Plan")[1];

WHEREAS, to avoid the time, expense, and risk of litigation, the Parties wish to compromise and resolve their disputes on the terms set forth herein, without admission of liability, alleged wrongdoing, or any issue of fact or law; and `

NOW THEREFORE, for the good and valuable consideration set forth herein, the adequacy and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Recitals.

The foregoing Recitals are incorporated into, and are a material part of, this Agreement.

2. Settlement Amount.

(a) No later than ten (10) business days after the Effective Date (defined below), and contemporaneously with the payment to be made to Axar pursuant to Paragraph 2(b) hereof, the Debtors shall pay to PBN for distribution among the TVT Parties in their discretion, the amount of $1,350,000.00 (the "Settlement Payment") from the following sources: (i) $1,250,000.00 shall be paid solely from the F&B Reserve, and (ii) $100,000 shall be paid solely from funds that StarStone advanced to the Debtors prior to the Effective Date of this Settlement Agreement. The Debtors and the TVT Parties agree that, following TVT's receipt of the Settlement Payment, the TVT Parties irrevocably waive any claim they purport to have against the remaining funds in the F&B Reserve or any other funds in any other Debtor account. For the avoidance of doubt, neither Messrs. Yazhari nor Richards shall have any personal liability for the Settlement Payment.

(b) No later than ten (10) business days after the Effective Date, and contemporaneously with the payment to be made to PBN pursuant to Paragraph 2(a) hereof, the Debtors shall distribute to Axar all remaining amounts in the F&B Reserve (including any amounts received prior to or after the Effective Date), which shall equal the total amount in the F&B Reserve minus the Settlement Payment.

3. Allowance of General Unsecured Claims. The Debtors and the TVT Parties agree that TVT, on behalf of itself and the other TVT Parties, shall hold a general unsecured claim in the amount of $6,000,000.00, and that such claim is allowed pursuant to the terms of the Plan (the "Allowed GUC"). The Allowed GUC shall be allocated among the TVT Parties in accordance with Schedule B hereto. For the avoidance of doubt, such claim is an "Allowed" claim, as that term is defined in the Plan, and is not subject to any objection, requested modification, or any form of subordination from the Debtors, the Committee, or any other party in the Debtors' chapter 11 cases, whether in regard to its allowed status, amount, classification, or otherwise; *provided, however*, that the Allowed GUC shall supersede in all respects the claims asserted in the Proofs of Claim, and the Debtors and their claims and noticing agent may take any action necessary to adjust the claims register to implement the terms of this Settlement Agreement. The Allowed GUC shall receive treatment as set forth in the Plan, subject to the terms of this Settlement Agreement. Any

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

payment on account of the Allowed GUC that is payable to the TVT Parties shall be made to PBN, to be held for the benefit and on behalf of the TVT Parties, and shall thereafter be distributed by PBN to the TVT Parties in accordance with the allocation set forth in the following sentence. To the extent of any recovery on the Allowed GUC, (i) TVT, for the benefit of itself and the other TVT Parties, shall receive 100% of the first $150,000.00 of proceeds on the Allowed GUC (such amount to be distributed by PBN to the TVT Parties in accordance with Schedule B hereto) and (ii) TVT, on behalf of itself and the other TVT Parties, and Axar (or Axar's designee), shall each be entitled to 50% of each dollar of proceeds in excess of $150,000.00 (the "Sharing Arrangement") (with such amount for the TVT Parties to be distributed by PBN to the TVT Parties in accordance with Schedule B hereto). TVT (on behalf of itself and the other TVT Parties) and Axar (or Axar's designee) shall each have the right to freely transfer their interest in the Allowed GUC, *provided* that (x) TVT shall provide Axar with the right to purchase the Allowed GUC prior to soliciting offers from any other person, (y) Axar shall provide TVT (on behalf of itself and the other TVT Parties) with the right to purchase its interest in the Allowed GUC prior to soliciting offers from any other person, and (z) any amounts recovered by TVT (on behalf of itself and the other TVT Parties) or Axar shall be distributed in accordance with the Sharing Arrangement in this Section 3. TVT (on behalf of itself and the other TVT Parties) and Axar agree to cooperate to maximize the recovery on account of the Allowed GUC (including, without limitation, by the evaluation of opportunities to sell the Allowed GUC). Any monies received by (I) PBN on behalf of the TVT Parties on account of the Allowed GUC that are due and payable to Axar, or (II) Axar on account of the Allowed GUC that are due and payable to the TVT Parties, in accordance with the Sharing Arrangement set forth in this Section 3, shall be held in trust and promptly remitted to the party entitled thereto. For the avoidance of doubt, any payment due to the TVT Parties under this Agreement shall be remitted to PBN, and the TVT Parties shall have no recourse against the Debtors, the Plan Administrator, or the Liquidating Trust for any payments made to PBN on account of the Allowed GUC or the Settlement Payment.

4. Settlement Effective Date Bankruptcy Court Approval. The effective date of this Settlement Agreement shall be the date on which an order from the Bankruptcy Court approving this Settlement Agreement becomes final and non-appealable (the "Effective Date"). Promptly following all Parties' execution of this Settlement Agreement, the Debtors shall move for approval of this Settlement Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure. If the Bankruptcy Court denies entry of an order approving this Settlement Agreement, the Settlement Agreement shall be null and void and of no force and effect, there shall be no admission of liability by the Parties, and the Parties shall be returned to the same positions they were in prior to execution of this Settlement Agreement, as if this Settlement Agreement had never been executed. On the occurrence of the Effective Date, the Debtors' claims and noticing agent is authorized to make any adjustments necessary to the claims register in the Debtors' chapter 11 cases to effectuate the terms of this settlement.

5. Dismissal of Adversary Proceeding and Lien Action. Subject to PBN's receipt of the payment required to be made pursuant to Paragraph 2(a) herein on behalf of the TVT Parties, upon the occurrence of the Effective Date, (i) the Debtors and the TVT Parties shall promptly file with the Bankruptcy Court a stipulation dismissing the Adversary Proceeding *in toto* with prejudice with respect to the First Amended Complaint in the form attached hereto as **Schedule C-1**; and (ii) the Third-Party Plaintiffs shall file a notice of dismissal of the Third Party Complaint with prejudice, in a form attached hereto as **Schedule C-2**. Additionally, no later than fourteen

(14) days following the occurrence of the Effective Date, Insta Funding shall dismiss with prejudice the Lien Action pending in the Connecticut Superior Court of the Judicial District of Stamford with prejudice and take any other action necessary to release or terminate the Insta Funding Lien, including but not limited to, filing necessary and required UCC filings.

6. Releases.

(a) Upon the occurrence of the Effective Date, in consideration for the covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for purposes of this settlement only, the Debtors and the Third-Party Defendants, and each of their Related Parties,[2] hereby release, acquit, and forever discharge the TVT Parties and each of their Related Parties (collectively, the "TVT Released Parties"), from any and all past, present, or future claims or causes of action (including any suit, complaint, petition, demand, appeal, or other claim in law, equity, or arbitration) and from any and all allegations of liability or damages (including any allegation of duties, debts, dues, sums of money, bonds, bills, specialties, reckonings, contracts, controversies, agreements, promises, variances, damages, compensations, judgments, extents, executions, liabilities, obligations, responsibilities, covenants, accounts, pre-judgment interest or post-judgment interest) of whatever kind, nature, or description, direct or indirect, in law, equity, or arbitration, absolute or contingent, in tort, contract, statutory liability, regulatory violation, or otherwise, based on strict liability, negligence, gross negligence, fraud, breach of fiduciary duty, or otherwise (including attorneys' fees, costs, or disbursements), known or unknown, that are, have been, could have been, or might in the future be, asserted by the Debtors or the Third-Party Defendants against the TVT Released Parties including, but not limited to, the causes of action asserted in the Adversary Proceeding.

(b) Subject to receipt of the payments required to be made pursuant to Paragraph 2(a) herein, upon the occurrence of the Effective Date, in consideration for the covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for purposes of this settlement only, each TVT Released Party hereby releases and forever discharges (i) the Debtors and each of their Related Parties (the "Debtor Released Parties") and (ii) the Third-Party Defendants and each of their Related Parties (the "Third-Party Defendant Released Parties") from any and all past, present, or future claims or causes of action (including any suit, complaint, petition, demand, appeal, or other claim in law, equity, or arbitration) and from any and all allegations of liability or damages (including any allegation of duties, debts, dues, sums of money, bonds, bills, specialties, reckonings, contracts, controversies, agreements, promises, variances, damages, compensations, judgments, extents, executions, liabilities, obligations, responsibilities, covenants, accounts,

[2] As used in this Settlement Agreement, the term "Related Parties" shall mean each of, and in their capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates (as defined in section 101 of the Bankruptcy Code), partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, insurers, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

pre-judgment interest or post-judgment interest) of whatever kind, nature, or description, direct or indirect, in law, equity, or arbitration, absolute or contingent, in tort, contract, statutory liability, regulatory violation, or otherwise, based on strict liability, negligence, gross negligence, fraud, breach of fiduciary duty, or otherwise (including attorneys' fees, costs, or disbursements), known or unknown, that are, have been, could have been, or might in the future be, asserted by any TVT Party or any of their Related Parties against any Debtor Released Party or any Third-Party Defendant Released Party, including, without limitation, the claims and causes of action asserted or that could have been asserted in the Adversary Proceeding and the Lien Action. For the avoidance of doubt, and without limiting the foregoing, upon the occurrence of the Effective Date and PBN's receipt of the Settlement Payment on behalf of the TVT Parties, each TVT Released Party waives any claim it asserts against (i) the funds in the F&B Reserve above the Settlement Payment, (ii) any of the Debtors' accounts receivables or future accounts receivable, and (iii) amounts to be paid to the Debtors and/or the Liquidating Trust under the Plan, including the Wind-Down Amount, but does not waive its right to distributions under the plan on account of its Allowed GUC as set forth in this Agreement.

(c) Without limiting the foregoing releases in paragraphs (a) and (b) hereof, the TVT Released Parties, Debtor Released Parties, and Third-Party Defendant Released Parties waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of any state, federal, or foreign law or principle of common law, which may have the effect of limiting the release of claims, including a waiver of any rights pursuant to California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law), which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7. Covenant Not to Sue. The Parties represent and covenant that each shall not encourage, solicit, initiate, commence, continue, file, or otherwise further prosecute, whether directly or indirectly, any actions, lawsuits, causes of actions, claims, demands, or legal proceedings asserting or reasserting released claims against any Party in any jurisdiction.

8. General Representations and Warranties.

(a) The Debtors hereby represent and warrant that, as of the date hereof: (i) subject to the Bankruptcy Court's approval, the Debtors have the full power, authority, and legal right to execute and deliver this Agreement, and to perform their obligations hereunder including, without limitation, the legal right to release and discharge the TVT Released Parties; (ii) this Agreement has been duly authorized, executed, and delivered by the Debtors and constitutes the valid and binding agreement of the Debtors, enforceable against the Debtors in accordance with its terms; (iii) the Debtors have executed this Agreement with the full knowledge of any and all rights that the Debtors may have and with respect to the controversies herein compromised, and the Debtors

have received independent legal advice from their counsel with regard to the facts relating to said controversies and with respect to the rights arising out of said facts; and (iv) no other person or entity, other than those specifically identified herein, has any interest in the matters that the Debtors release herein, and the Debtors have not assigned or transferred or purported to assign or transfer to any such third person or party all or any portion of the matters that the Debtors release herein.

(b) Each Third-Party Defendant hereby represents and warrants that, as of the date hereof, and solely on its own behalf: (i) the respective Third-Party Defendant has the full power, authority, and legal right to execute and deliver this Agreement and to perform its obligations hereunder, including, without limitation, the legal right to release and discharge the TVT Released Parties, as described in Section 5(b) of this Agreement; (ii) as applicable, the necessary authority from the insurance carrier under the D&O Policy has been obtained; (iii) the Agreement has been duly authorized, executed, and delivered by the Third-Party Defendant and constitutes the valid and binding agreement of the Third-Party Defendant, enforceable against the Third-Party Defendant in accordance with its terms; (iv) the Third-Party Defendant has executed this Agreement with the full knowledge of any and all rights that the Third-Party Defendant may have with respect to the controversies herein compromised, and the Third-Party Defendant has received independent legal advice from its counsel with regard to the facts relating to said controversies and with respect to the rights arising out of said facts; and (v) no other person or entity, other than those specifically identified herein, has any interest in the matters that the Third-Party Defendant releases herein, and that the Third-Party Defendant has not assigned or transferred or purported to assign or transfer to any such third person or party all or any portion of the matters that the Third Party Defendant releases herein.

(c) Each TVT Party hereby represents and warrants that, as of the date hereof, and solely on its own behalf: (i) the TVT Party has the full power, authority, and legal right to execute and deliver this Agreement and to perform its obligations hereunder, including, without limitation, the legal right to release and discharge the Debtor Released Parties and the Third-Party Released Parties, as described in Section 5(b) of this Agreement; (ii) the Agreement has been duly authorized, executed, and delivered by the TVT Party and constitutes the valid and binding agreement of the TVT Party, enforceable against the TVT Party in accordance with its terms; (iii) the TVT Party executed this Agreement with the full knowledge of any and all rights that the TVT Party may have with respect to the controversies herein compromised, and the TVT Party has received independent legal advice from its counsel with regard to the facts relating to said controversies and with respect to the rights arising out of said facts; and (iv) no other person or entity, other than those specifically identified herein, has any interest in the matters that the TVT Party releases herein, and the TVT Party has not assigned or transferred or purported to assign or transfer to any such third person or party all or any portion of the matters that the TVT Party releases herein.

9. **Entire Agreement**. This Agreement constitutes the entire agreement and understanding between the Parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, representations, and understandings of the Parties concerning the subject matter hereof.

10. **Amendment; Waiver**. This Agreement may not be terminated, amended, or modified in any way except by written instrument signed by all Parties. No waiver of any provision

of this Agreement shall be deemed to constitute a waiver of any other provision hereof, whether similar, nor shall such waiver constitute a continuing waiver.

11. **Assignment**. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

12. **Successors**. This Agreement shall be binding upon, inure to the benefit of, and be enforceable against the Parties and their respective estates, heirs, personal representatives, executors, successors, and permitted assigns.

13. **Negotiated Agreement**. This Agreement has been fully negotiated by the Parties. Each Party acknowledges and agrees that this Agreement has been drafted jointly, and the rule that ambiguities in an agreement or contract may be construed against the drafter shall not apply in the construction or interpretation of this Agreement.

14. **Adequacy of Consideration**. Each Party agrees that this Agreement provides all Parties with adequate consideration in exchange for the promises made and obligations undertaken herein.

15. **Severability**. In the event that any term or provision of this Agreement or any application thereof is deemed to be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

16. **Counterparts; Electronic Copy of Signatures**. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same document. Each Party may evidence its execution of this Agreement by delivery to the other Party of scanned or faxed copies of the respective signature pages below, or by use of DocuSign, with the same effect as the delivery of an original signature.

17. **Governing Law**. This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the principles of conflicts of law thereof) and the Bankruptcy Code. The Debtors and the TVT Parties hereby waive, on behalf of their successors and assigns, any and all right to argue that the choice of Delaware law provision is or has become unreasonable in any legal proceeding.

18. **Jurisdiction**. The Bankruptcy Court shall retain exclusive jurisdiction (and the Parties consent to such retention of jurisdiction) with respect to any disputes arising from or related to, or other actions to interpret, administer, or enforce the terms and provisions of, this Settlement Agreement.

19. **Expenses**. Each Party shall bear its respective expenses relating to or arising out of the Adversary Proceeding and this Agreement, including, but not limited to, fees for attorneys, experts, consultants, accountants, and any other advisors.

20. **Notices**. All notices, requests, demands, consents, and communications necessary or required under this Agreement shall be in writing and shall be delivered by hand or sent by

registered or certified mail, return receipt requested, by overnight mail with confirmation, by facsimile (receipt confirmed), or by electronic means (receipt confirmed).

21. No Third-Party Beneficiaries. Except as expressly provided herein, the Parties do not intend to confer any benefit by or under this Agreement upon any person or entity other than the Parties hereto and their respective successors and permitted assigns.

22. Captions and Rules of Construction. The captions in this Agreement are inserted for convenience and reference and neither define nor limit the scope of this Agreement or the content of any provision herein. The Parties acknowledge that no Party shall be deemed to be the principal drafter of this Agreement, and no ambiguities, if any, herein may be construed against any Party.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date set forth above.

[*Signature pages follow*]

DEBTORS

AGDP Holding Inc.,
Avant Gardner, LLC,
AG Management Pool LLC,
EZ Festivals LLC,
Made Event LLC, and
Reynard Productions, LLC

By: Gary Richards
Gary Richards
Chief Executive Officer

TVT PARTIES

TVT Capital Source LLC

By: Andrew Fellus
Name Andrew Fellus
Title CEO

White Star Funding Inc. d/b/a TVT Cap

By: _____
Name
Title

Insta Funding LLC

By: John Carroll
Name John Carroll
Title CEO

Pinnacle Business Funding LLC

By: Ari Bregin
Name Ari Bregin
Title CEO

Porzio, Bromberg & Newman, P.C., solely in its capacity as disbursement agent for the TVT Parties

By: Rachel Parisi
Name Rachel Parisi
Title Principal

TVT PARTIES

TVT Capital Source LLC

By: _____
Name
Title

White Star Funding Inc. d/b/a TVT Cap

By: _____
Name JUSTIN TAYLOR
Title AUTHORIZED SIGNATORY

Insta Funding LLC

By: _____
Name
Title

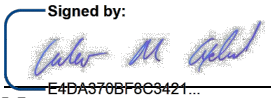
Pinnacle Business Funding LLC

By: _____
Name
Title

Porzio, Bromberg & Newman, P.C., solely in its capacity as disbursement agent for the TVT Parties

By: _____
Name
Title

Axar Capital Management LLC

By: 

Name
Title

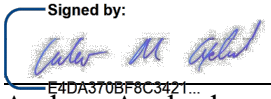
Gary Richards

By: _____
Gary Richards

Hooman Yazhari

By: _____
Hooman Yazhari

Andrew Axelrod

By: 

Andrew Axelrod

Axar Capital Management LLC

By: _____
Name
Title

Gary Richards

By: Gary Richards
Gary Richards

Hooman Yazhari

By: Hooman Yazhari
Hooman Yazhari

Andrew Axelrod

By: _____
Andrew Axelrod

Schedule A

TVT Proofs of Claim

Date Filed	Claim No.	Creditor Name	Claim Amount
10/31/2025	253	White Star Funding Inc. d/b/a TVT Cap	UNLIQUIDATED
10/31/2025	254	Insta Funding LLC	UNLIQUIDATED
10/31/2025	264	Insta Funding LLC	UNLIQUIDATED
10/31/2025	265	Insta Funding LLC	UNLIQUIDATED
10/31/2025	266	Insta Funding LLC	UNLIQUIDATED
10/31/2025	267	Pinnacle Business Funding LLC	UNLIQUIDATED
10/31/2025	268	Pinnacle Business Funding LLC	UNLIQUIDATED
10/31/2025	270	Insta Funding LLC	UNLIQUIDATED
10/31/2025	271	Insta Funding LLC	$4,621,368.70
10/31/2025	273	Pinnacle Business Funding LLC	UNLIQUIDATED
10/31/2025	274	TVT Capital Source LLC	UNLIQUIDATED
10/31/2025	275	TVT Capital Source LLC	UNLIQUIDATED
10/31/2025	276	TVT Capital Source LLC	UNLIQUIDATED
10/31/2025	277	TVT Capital Source LLC	UNLIQUIDATED
10/31/2025	278	Pinnacle Business Funding LLC	UNLIQUIDATED
10/31/2025	279	TVT Capital Source LLC	UNLIQUIDATED
10/31/2025	280	Pinnacle Business Funding LLC	UNLIQUIDATED
10/31/2025	281	Pinnacle Business Funding LLC	UNLIQUIDATED
10/31/2025	282	TVT Capital Source LLC	UNLIQUIDATED

Schedule B

Allowed GUC

Party	Allowed General Unsecured Claim
TVT Capital Source LLC	$3,187,151.47
White Star Funding Inc. d/b/a TVT Cap	$959,835.71
Insta Funding LLC	$1,335,702.34
Pinnacle Business Funding LLC	$517,310.49
Total:	**$6,000,000.00**

Schedule C-1

Notice of Dismissal (Adversary Proceedings)

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)
AGDP HOLDING INC., *et al*., Plaintiffs, v. TVT Capital Source LLC, White Star Funding Inc. d/b/a TVT Cap, Insta Funding LLC, and Pinnacle Business Funding LLC, Defendants.	Adv. Proc. No. 25-51803 (MFW)

STIPULATION OF VOLUNTARY DISMISSAL
OF ADVERSARY PROCEEDING WITH PREJUDICE

IT IS HEREBY stipulated and agreed pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, which is incorporated by reference into Rule 7041 of the Federal Rules of Bankruptcy Procedure, by Avant Gardner, LLC; AGDP Holding Inc.; EZ Festivals, LLC; Made Event, LLC; and Reynard Productions, LLC (each a "Plaintiff" and, together, "Plaintiffs") and TVT Capital Source LLC; White Star Funding Inc. d/b/a TVT Cap; Insta Funding LLC; and Pinnacle Business Funding LLC (each a "Defendant" and, together, "Defendants"), through their respective undersigned counsel (i) that the above-captioned adversary proceeding (the "Adversary

[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.

Proceeding") be dismissed with prejudice and (ii) the *First Amended Complaint* [Adv. D.I. 7] filed by the Plaintiffs against the Defendants is hereby withdrawn. Each party shall bear its own costs and attorneys' fees.

[Signature Page Follows]

Dated: May [___], 2026

/s/ DRAFT

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Counsel for Defendant White Star Funding, Inc.

Schedule C-2

Notice of Dismissal (Third-Party Plaintiffs)

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)
AGDP HOLDING INC., *et al*., Plaintiffs, v. TVT Capital Source LLC, White Star Funding Inc. d/b/a TVT Cap, Insta Funding LLC, and Pinnacle Business Funding LLC, Defendants.	Adv. Proc. No. 25-51803 (MFW)
TVT Capital Source LLC, Insta Funding LLC, and Pinnacle Business Funding LLC, Third-Party Plaintiffs, v. Axar Capital Management LLC, Andrew Axelrod, Hooman Yazhari, Jurgen "Billy" Bildstein and Gary Richards, Third-Party Defendants.	

NOTICE OF VOLUNTARY DISMISSAL

PLEASE TAKE NOTICE that, pursuant to Rule 7041 of the Federal Rules of Bankruptcy Procedure and Rule 41(a)(1) of the Federal Rules of Civil Procedure, the above captioned Third-Party Plaintiffs TVT Capital Source LLC; Insta Funding LLC; and Pinnacle Business Funding LLC hereby voluntarily dismiss their *Third-Party Complaint Against Axar Capital Management LLC, Andrew Axelrod, Hooman Yazhari, Jurgen "Billy" Bildstein and Gary Richards*

[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.

[Adv. D.I. 36] (the "Third-Party Complaint") with prejudice, in the above-captioned adversary proceeding. Each party shall bear its own costs and expenses.

Dated: May [_], 2026
Wilmington, Delaware

PORZIO, BROMBERG & NEWMAN, P.C.

/s/ DRAFT

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