**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re: | Chapter 11 |
| AGDP HOLDING INC., *et al.*,[1] | Case No. 25-11446 (MFW) |
| | (Jointly Administered) |
| Debtors. | |

**CERTIFICATION OF COUNSEL REGARDING ORDER APPROVING STIPULATION BY AND AMONG THE PLAN ADMINISTRATOR, THE LIQUIDATING TRUSTEE, AND THE NYC DEPARTMENT OF FINANCE REGARDING THE PLAN ADMINISTRATOR'S SECOND OMNIBUS OBJECTION TO CERTAIN CLAIMS (SUBSTANTIVE; NO LIABILITY, RECLASSIFIED)**

On or about February 9, 2026, the New York City Department of Finance (the "NYCDF") filed Proof of Claim No. 325 seeking a priority claim in the amount of $29,405.79 against debtor Avant Gardner, LLC and Proof of Claim No. 326 asserting a priority claim in the amount of $18,879.93 against debtor AGDP Holding Inc. (together, the "Proofs of Claim").

On August 21, 2026, the above captioned debtors and debtors in possession (each a "Debtor" and collectively, the "Debtors"), through Hooman Yazhari, solely in his capacity as plan administrator (the "Plan Administrator"), under the *Second Amended Joint Chapter 11 Plan of Liquidation for AGDP Holding Inc. and Its Affiliated Debtors* [D.I. 583] (the "Plan"), filed the *Plan Administrator's Second Omnibus Objection to Certain Claims (Substantive; No Liability, Reclassified)* [D.I. 780] (the "Objection") with the United States Bankruptcy Court for the District

[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.



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of Delaware (the "Court"), which, among other things, objected to the asserted priority status of the claims asserted in the Proofs of Claim.

After the Plan Administrator filed the Objection, NYCDF provided informal comments regarding the Proofs of Claim. After engaging in arms' length negotiations, the Plan Administrator, the Liquidating Trustee, and the NYCDF have, subject to the Court's approval, entered into a stipulation (the "Stipulation") resolving the Objection and the NYCDF's claims. A proposed form of order approving the Stipulation (the "Proposed Order") is attached hereto as **Exhibit 1,** and the Stipulation is attached as Exhibit A to the Proposed Order.

Accordingly, the Plan Administrator, the Liquidating Trustee, and NYCDF jointly request that the Court enter the Proposed Order at the Court's earliest convenience.

Dated: November 5, 2026
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

*/s/ S. Alexander Faris*

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**Exhibit 1**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | |
|---|---|
| In re: | Chapter 11 |
| AGDP HOLDING INC., *et al.*,[1] | Case No. 25-11446 (MFW) |
| | (Jointly Administered) |
| Debtors. | |

**ORDER APPROVING STIPULATION BY AND AMONG THE PLAN ADMINISTRATOR, THE LIQUIDATING TRUSTEE, AND THE NYC DEPARTMENT OF FINANCE REGARDING THE PLAN ADMINISTRATOR'S SECOND OMNIBUS OBJECTION TO CERTAIN CLAIMS (SUBSTANTIVE; NO LIABILITY, RECLASSIFIED)**

Upon the certification of counsel regarding the *Stipulation by and Among the Plan Administrator, the Liquidating Trustee, and the NYC Department of Finance Regarding the Plan Administrator's Second Omnibus Objection to Certain Claims (Substantive; No Liability, Reclassified)*, a copy of which is attached hereto as **Exhibit A** (the "Stipulation")[2], entered into by and between the Plan Administrator, the Liquidating Trustee, and NYCDF, and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this Chapter 11 case in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and after due deliberation; and good 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 otherwise defined herein shall have the meanings ascribed to such terms in the Stipulation.

1. The Stipulation and the terms set forth therein are APPROVED.

2. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order and the Stipulation.

**Exhibit A**

**Stipulation**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | |
|---|---|
| In re: | Chapter 11 |
| AGDP HOLDING INC., *et al.*,[1] | Case No. 25-11446 (MFW) |
| Debtors. | (Jointly Administered) |

**STIPULATION BY AND AMONG THE PLAN ADMINISTRATOR, THE LIQUIDATING TRUSTEE, AND THE NYC DEPARTMENT OF FINANCE REGARDING THE PLAN ADMINISTRATOR'S SECOND OMNIBUS OBJECTION TO CERTAIN CLAIMS (SUBSTANTIVE; NO LIABILITY, RECLASSIFIED)**

This Stipulation (the "Stipulation") is made as of November 5, 2026, by and among the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), through Hooman Yazhari, solely in his capacity as plan administrator (the "Plan Administrator") under the *Second Amended Joint Chapter 11 Plan of Liquidation for AGDP Holding Inc. and Its Affiliated Debtors* [D.I. 583] (the "Plan"), Joshua Nahas in his capacity as trustee (the "Liquidating Trustee") of the Avant Gardner GUC Trust (the "Liquidating Trust"), and the New York City Department of Finance ("NYCDF"), (each a "Party" and, collectively, the "Parties"), by and through their respective undersigned counsel.[2]

**WHEREAS**, on or about February 9, 2026, NYCDF filed Proof of Claim No. 325 seeking a priority claim in the amount of $29,405.79 against debtor Avant Gardner, LLC and Proof of

[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 *Second Amended Joint Chapter 11 Plan of Liquidation for AGDP Holding Inc. and Its Affiliated Debtors* [D.I. 583].

Claim No. 326 asserting a priority claim in the amount of $18,879.93 against debtor AGDP Holding Inc. (together, the "Proofs of Claim");

**WHEREAS**, on August 21, 2026, the Plan Administrator filed the *Plan Administrator's Second Omnibus Objection to Certain Claims (Substantive; No Liability, Reclassified)* [D.I. 780] (the "Objection"), which, among other things, objected to the asserted priority status of the claims asserted in the Proofs of Claim;

**WHEREAS**, following the filing of the Objection, NYCDF informally responded to the Objection; and

**WHEREAS**, following NYCDF's informal response, the Parties have agreed to resolve the Objection and NYCDF's informal response thereto with respect to Proofs of Claim Nos. 325 and 326 on the terms set forth herein;

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

1. Upon the date on which the order approving this Stipulation becomes final and non-appealable, NYCDF's Proofs of Claim Nos. 325 and 326 shall be allowed (as amended, modified, and supplemented, the "Allowed Claims") in the following manner:

   a. **Claim No. 325** shall be allowed in the aggregate amount of $28,948.83, consisting of (i) a priority claim in the amount of $23,693.79 and (ii) a general unsecured claim in the amount of $5,255.04; and

   b. **Claim No. 326** shall be allowed in the aggregate amount of $18,879.93, consisting of (i) a priority claim in the amount of $12,477.00 and (ii) a general unsecured claim in the amount of $6,402.93.

2. Upon the date on which the order approving this Stipulation becomes final and non-appealable, any other claims that NYCDF may have filed or submitted, other than the Allowed Claims, shall be expunged from the claims register in these chapter 11 cases.

3. In consideration for the Allowed Claims, NYCDF hereby releases, acquits, and forever discharges the Debtors, their estates, each of the Debtors' current and former directors and officers, the Plan Administrator, the Liquidating Trust, and the Liquidating Trustee 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, against the Debtors or the Liquidating Trust, other than the Allowed Claims. For the avoidance of doubt, NYCDF's sole right to payment on account of the Allowed Claims shall be its right to receive distributions in accordance with the Plan.

4. This Stipulation sets forth the entire agreement and understanding by and among the Parties with respect to the subject matter hereof. Except as set forth herein, this Stipulation shall not in any way affect the rights and obligations of the Parties under any other agreements, stipulations or orders of the Bankruptcy Court.

5. This Stipulation may not be amended, modified or waived except in a writing signed by each of the Parties.

6. This Stipulation shall inure to the benefit of, and shall be binding upon, the Parties, and each of their successors and assigns.

7. This Stipulation may be executed in one or more counterparts, which collectively shall form one and the same agreement. Any of the Parties may execute this Stipulation by signing any such counterpart and each of such counterparts (whether an original or a copy) shall for all purposes be deemed an original.

8. Pending entry of an order approving this Stipulation, the Parties shall not take actions inconsistent with the provisions of this Stipulation. In the event that this Stipulation is not approved by the Court or is not executed by the Parties, (a) nothing herein shall be used against any of the Parties hereto for any reason and (b) the obligations of the Parties under this Stipulation shall be null and void and, with the exception of this paragraph, the Parties' respective rights and obligations under applicable law shall remain unaffected by this Stipulation.

9. The Parties agree that no breach of any provision hereof can be waived except in writing. The waiver of a breach of any provision hereof shall not be deemed a waiver of any other breach of any provision hereof.

10. The Plan Administrator, the Liquidating Trustee, and the claims and noticing agent appointed in these chapter 11 cases are authorized to take any action necessary to effectuate the terms of this Stipulation.

11. The Court shall have jurisdiction over any action or proceeding arising out of, or relating to, this Stipulation, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

*[Signature Page Follows]*

Dated: November 5, 2026

**YOUNG CONAWAY STARGATT & TAYLOR LLP**

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