Docket #0006 Date Filed: 9/21/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Yardbird Group LLC, *et al.*,[1]	Case No. 26-11479 (___)
Debtors.	(Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, (C) CONTINUE INTERCOMPANY TRANSACTIONS, AND (D) MAINTAIN EXISTING BUSINESS FORMS; (II) AUTHORIZING THE DEBTORS' BANKS TO HONOR ALL RELATED PAYMENT REQUESTS; AND (III) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (the "Debtors"), seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the "Proposed Interim Order" and the "Proposed Final Order," respectively), (i) authorizing the Debtors to (a) continue to operate the Cash Management System (as defined herein), (b) honor certain prepetition obligations related thereto, (c) continue Intercompany Transactions (as defined herein), and (d) maintain existing business forms in the ordinary course of business; (ii) authorizing the Debtors' banks to honor all related payment requests; and (iii) granting related relief. In support of this motion (this "Motion"), the Debtors respectfully represent as follows:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Yardbird Group LLC (7139); Southern Operations, LLC (5384); Yardbird Beverly Hills, LLC (9735); Yardbird DFW, LLC (2545); Yardbird DC, LLC (2651); Yardbird Chicago, LLC (6273); Yardbird Denver LLC (8819), YB Las Vegas, LLC (4071), Yardbird DFW Management LLC (8949), Yardbird DFW Concession LLC (1952), and The Bird Singapore LLC (8264). The location of the Debtors' service address in these chapter 11 cases is 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

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JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this "Court") has jurisdiction over the above-captioned chapter 11 cases (these "Chapter 11 Cases"), the Debtors, property of the Debtors' estates, and these matters under 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 February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b)(2).

2. Pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final order with respect to this Motion if it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these Chapter 11 Cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a), 345, and 363 of title 11 of the United States Code (the "Bankruptcy Code"), rules 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules 2002-1, 2015-2, and 9013-1(m).

GENERAL BACKGROUND

5. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No request for the

appointment of a trustee or examiner has been made, and no official committees have been appointed in these Chapter 11 Cases.

6. The Debtors own and operate "Yardbird Southern Table & Bar," an award-winning polished casual dining concept offering a modern take on traditional Southern American cuisine. Beyond its famed fried chicken, Yardbird is known for its weekend brunch, chef-curated bourbon dinners, and an award-winning mixology program and extensive wine list, all served in an inviting, open atmosphere anchored by signature floor-to-ceiling windows and open kitchens. Event dining and catering represent a significant portion of the Debtors' revenue, complementing the Debtors' three operating restaurant locations in Dallas, Texas; Washington, D.C.; and Chicago, Illinois, and its two licensed locations in Las Vegas, Nevada and Singapore.

7. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases is set forth in detail in the *Declaration of Albert Altro in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), which is incorporated herein by reference.[2]

FACTS RELEVANT TO THIS MOTION

A. Overview of the Debtors' Cash Management System

8. The Debtors operate an integrated system of bank accounts to facilitate the collection and disbursement of funds, including through daily cash sweeps, as discussed below (the "Cash Management System"). A diagram illustrating the flow of funds through the Cash Management System is attached hereto as **Exhibit C**. The Cash Management System enables transactions and transfers among the Debtors' various bank accounts required to effectuate the

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

Debtors' collection and disbursement activity, and facilitates the Debtors' reporting through the development of timely and accurate information. The Debtors' Vice President of Finance maintains oversight of the Cash Management System, with the assistance of an outside accounting agency, and implements cash management controls for receiving, processing, and releasing funds.

9. As of the Petition Date, the Debtors maintain 7 (seven) bank accounts (collectively, the "Bank Accounts"), all of which are held at JP Morgan Chase Bank ("Chase," and together, with any other bank that the Debtors may utilize, the "Banks").

10. 5 (five) of the Debtors maintain Bank Accounts at Chase that are used to collect funds from various sources, such as daily sales, third-party delivery and catering fees, incentive fees, cash and tip deposits, and quarterly profit shares. Each of these Bank Accounts is used to pay certain individual Debtor expenses (i.e. payroll) and/or swept into the Master Operating Account (defined below).

11. Debtor Yardbird Group LLC ("Yardbird Group") also maintains 2 (two) Bank Accounts at Chase: (i) a master operating account (the "Master Operating Account"), which receives funds from the other Debtor Bank Accounts on a daily and monthly basis, as well as from other sources such as board contributions and financing; and (ii) a disbursement account for the payment of utilities associated with the Adequate Assurance Deposit as defined and further explained in the *Debtors' Motion for Entry of Interim and Final Orders (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, and (IV) Granting Related Relief* (the "Utilities Deposit Account").

12. The Bank Accounts are described below:

Account	Debtor	ZBA / Non-ZBA	Account # (Last 4 digits)
Master Operating Account	Yardbird Group, LLC	Non-ZBA	3377
YB Chicago Bank Account	Yardbird Chicago, LLC	ZBA	3393
YB Dallas Bank Account	Yardbird DFW LLC	ZBA	3518
YB DC Bank Account	Yardbird DC, LLC	ZBA	3500
YB Singapore Bank Account	The Bird Singapore LLC	ZBA	3709
YB LV Prefund Bank Account	YB Las Vegas, LLC	Non-ZBA	6783
Utilities Deposit Account	Yardbird Group, LLC	Non-ZBA	3385

13. Chase is party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") per the Operating Guidelines for Chapter 11 Cases as promulgated by the U.S. Trustee for Region 3, District of Delaware (the "Operating Guidelines").

14. The Debtors request authority to maintain and continue to use their Bank Accounts during these Chapter 11 Cases in the ordinary course of their business, including depositing funds in, and withdrawing funds from, the Bank Accounts by usual means, including check, wire transfer, ACH transfer, draft, electronic fund transfer, centralized lockbox, or other items presented, issued, or drawn on the Bank Accounts subject to the terms in any order approving the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the "DIP Motion" and the secured parties thereunder, the "DIP Secured Parties") and any other or subsequent orders approving debtor in possession financing or use of cash collateral by this Court in these Chapter 11 Cases.

15. Continuity of the Cash Management System is critical to the Debtors' business operations, but so is flexibility. To that end, the Debtors also request authority to implement reasonable changes to the Cash Management System that they deem necessary or appropriate in the ordinary course, including closing any Bank Account and establishing new bank accounts, and that the applicable banks be authorized to honor such changes; *provided, that* the Debtors shall provide the DIP Secured Parties with at least five (5) business days' prior written notice (email being sufficient) before opening any new bank account or closing any existing Bank Account.

B. Bank Fees and Related Expenses

16. In the ordinary course of business, the Banks debit the Bank Accounts on account of all manner of payment items and instructions. In connection with these payments and the general maintenance of the Bank Accounts, the Banks charge, and the Debtors pay, honor, or allow the deduction from the appropriate account, certain service charges and other fees, costs, and expenses, including commercial card obligations that enable the Debtors' customers to pay by credit card (collectively, the "Bank Fees"). The Debtors typically incur monthly Bank Fees of approximately $12,000 in connection with the Bank Accounts. Although the Debtors are not aware of any outstanding Banke Fees, out of an abundance of caution, the Debtors seek authority to pay any outstanding prepetition Bank Fees, as well as postpetition Bank Fees as they come due in the ordinary course.

C. The Intercompany Transactions.

17. Most of the Debtors' day-to-day operational and financial transactions are conducted by Debtor Yardbird Group on behalf of all the other Debtors.[3] In the ordinary course of business, Yardbird Group make payments on behalf of the other Debtors for items such as payroll, rent, utilities, vendors, and equipment, and non-cash intercompany transactions take place between Yardbird Group, and Yardbird Chicago, LLC, Yardbird DFW LLC, Yardbird DC, LLC, The Bird Singapore LLC, and YB Las Vegas, LLC (collectively, the "Intercompany Transactions") to satisfy certain obligations and balance the books of the rest of the Debtors. The Debtors do not incur any liabilities or make on payments on behalf of their non-Debtor affiliates and, thus, have no Intercompany Transactions with such non-Debtor affiliates. Accordingly, the Debtors request authority to continue the Intercompany Transactions in the ordinary course consistent with past practice.

18. As a result of the various Intercompany Transactions, at any given time, there may be intercompany balances owing by one Debtor to another Debtor (the "Intercompany Claims"). For the reasons set forth herein and given the importance of the Intercompany Transactions to the Debtors' business operations, if the Debtors were unable to maintain such Intercompany Transactions, their business and their estates would be negatively impacted. Therefore, the Debtors request that all postpetition Intercompany Claims be granted administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code.; *provided, that* such administrative expense priority shall be subordinate and junior in all respects to the DIP Obligations (as defined in the DIP Motion) and the Adequate Protection Superpriority

[3] As noted in the diagram attached hereto at **Exhibit C**, Debtor YB Las Vegas, LLC pays certain of its expenses on its own behalf, such as payroll and certain reimbursements.

Claims (as defined in the DIP Motion. If the Intercompany Claims are accorded administrative expense priority status, each entity utilizing funds that flow through the Cash Management System should continue to bear ultimate repayment responsibility for such ordinary-course transactions.

19. Because the Debtors engaged in the Intercompany Transactions on a prepetition basis and such transactions are common for businesses such as the Debtors', the Debtors believe that they may continue Intercompany Transactions in the ordinary course of business under section 363(c)(1) of the Bankruptcy Code without Court approval. Nonetheless, by this Motion, and in an abundance of caution, the Debtors seek express authority to continue engaging in the Intercompany Transactions. Consistent with their prepetition practice, the Debtors will maintain records of all transfers and can ascertain, trace, and account for all of the Intercompany Transactions.

D. Business Forms

20. As part of the Cash Management System, the Debtors utilize preprinted business forms (the "Business Forms") in the ordinary course of their business. The Debtors also maintain books and records to document, among other things, their revenue and expenses. To minimize expenses to their estates and avoid confusion on the part of employees, vendors, and suppliers during the pendency of the Chapter 11 Cases, the Debtors request that the Court authorize the continued use of all correspondence and Business Forms (including, without limitation, letterheads, invoices, and preprinted checks) as such forms were in existence immediately before the Petition Date, without reference to the Debtors' status as debtors in possession, rather than requiring the Debtors to incur the expense and delay of ordering entirely new Business Forms as required under the Operating Guidelines.

RELIEF REQUESTED

21. The Debtors seek entry of the Proposed Interim Order, pending the entry of the Proposed Final Order, (i) authorizing, but not directing, the Debtors to (a) continue to operate the Cash Management System in the day-to-day operation of their business, (b) honor certain prepetition obligations in accordance with the operation of the Cash Management System, (c) continue Intercompany Transactions, and (d) maintain existing business forms in the ordinary course of business; (ii) authorizing the Debtors' Banks to honor all related payment requests; and (iii) granting related relief. The Debtors also request that, upon entry of the Proposed Interim Order, the Court schedule a final hearing (the "Final Hearing") on the Motion to consider the relief requested herein on a final basis.

BASIS FOR RELIEF

I. Maintaining the Existing Cash Management System Is Essential to the Debtors' Ongoing Operations and Restructuring Efforts.

22. The Operating Guidelines require a debtor in possession to, among other things:

a. establish one debtor in possession bank account for all estate monies required for the payment of taxes, including payroll taxes;

b. close all existing bank accounts and open new debtor in possession accounts;

c. maintain a separate debtor in possession account for cash collateral; and

d. obtain checks that bear the designation "debtor in possession" and reference the bankruptcy case number and type of account on such checks.

23. These requirements are designed to provide a clear line of demarcation between prepetition and postpetition claims and payments and help protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the

Petition Date. However, the Debtors' continued use of the Bank Accounts is nevertheless permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes the debtor in possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Additionally, courts in this and other districts have recognized that an integrated cash management system "allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash." *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff'd in part and rev'd in part,* 997 F.2d 1039 (3d Cir. 1993). The United States Court of Appeals for the Third Circuit has agreed, emphasizing that requiring a debtor to maintain separate accounts "would be a huge administrative burden and economically inefficient." *Columbia Gas*, 997 F.2d at 1061; *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (finding cash management system allows a debtor "to administer more efficiently and effectively its financial operations and assets"). Accordingly, the Debtors respectfully request that the Court allow it to operate the Bank Accounts as they were maintained in the ordinary course of business prior to the Petition Date.

24. Bankruptcy courts treat requests for authority to continue utilizing existing cash management systems as a relatively "simple matter." *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). In *In re Charter Co.*, 778 F.2d 617 (11th Cir. 1985), for example, the bankruptcy court entered an order authorizing the debtor and forty-three (43) of its subsidiaries "to continue to consolidate the management of their cash as has been usual and customary in the past, and to transfer monies from affiliated entity to entity, including operating entities that are not Debtor." *Id*. at 620. The Eleventh Circuit Court of Appeals then affirmed a subsequent district court decision denying a creditor's motion for leave to appeal the bankruptcy

court's cash management order, holding that authorizing the debtors to utilize their prepetition "routine cash management system" was "entirely consistent" with applicable provisions of the Bankruptcy Code. *Id*. at 621; *see also Columbia Gas,* 997 F.2d at 1061 (recognizing that a requirement to maintain all accounts separately "would be a huge administrative burden and economically inefficient").

25. Courts in this District have routinely granted to chapter 11 debtors the same or similar relief requested in this Motion. *See, e.g., Simply Interior Homes, LLC*, No. 26-10922 (CTG) (Bankr. D. Del. June 30, 2026) [Docket No. 213] (authorizing the use of existing cash management system); *In re Apple Tree Life Sciences, Inc.*, No. 25-12177 (LSS) (Bankr. D. Del. Jan. 20, 2026) [Docket No. 189] (same); *In re Charter School Capital, Inc.*, No. 25-11016 (CTG) (Bankr. D. Del. June 30, 2025) [Docket No. 78] (same); *In re Brightmark Plastics Renewal LLC*, No. 25-10472 (LSS) (Bankr. D. Del. Apr. 10, 2025) [Docket No. 112] (same); *In re Nikola Corp.*, No. 25-10258 (TMH) (Bankr. D. Del. Mar. 17, 2025) [Docket No. 169] (same).[4]

26. Here, the Debtors satisfy the standards for maintaining the existing Cash Management System. The Debtors utilize the Cash Management System as part of their ordinary and usual business practices, and as such, the Debtors believe the continued use of the Cash Management System falls within the purview of ordinary course transactions permitted under Bankruptcy Code section 363(c)(1). Moreover, appropriate circumstances exist for the Court to authorize the Debtors' continued use of the Cash Management System under Bankruptcy Code sections 363(b)(1) and 105(a). The relief requested in this Motion will help minimize any disruption in the Debtors' business operations as it focuses on and advances the bankruptcy cases

[4] Because of the voluminous nature of the unreported orders cited herein, they are not annexed to this Motion. Copies of these orders are available upon request.

and preserves the value of the estates. Indeed, any disruptions in the Cash Management System could lead to delays in satisfying the Debtors' obligations to employees, vendors, and suppliers. To avoid the potential erosion of value that could ensue from any such interruptions, the Debtors believe it is imperative that it be authorized to continue the Cash Management System.

27. Strict adherence to the Operating Guidelines would prove to be exceedingly burdensome to the Debtors and their management, reduce efficiencies, and cause unnecessary expense. The delays that would result from opening new accounts, revising cash management procedures, and instructing customers to redirect payments would disrupt the Debtors' business operations at this critical time, have little or no benefit to the Debtors' estates, and erode the value of the Debtors' enterprise to the detriment of all stakeholders. Accordingly, the Debtors should be allowed to continue using the Cash Management System consistent with their ordinary practice.

II. Waiving the Deposit and Investment Requirements of Section 345 of the Bankruptcy Code Is Warranted.

28. The Debtors further request a waiver of the deposit and investment requirements of section 345 of the Bankruptcy Code to the extent the Bank Accounts do not strictly comply therewith.

29. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits or investments that are not "insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code requires debtors to obtain, from the entity with which the money is deposited, a bond in favor of the United States and

secured by the undertaking of an adequate corporate entity, or "the deposit of securities of the kind specified in section 9303 of title 31." 11 U.S.C. § 345(b).[5]

30. As discussed above, the Bank Accounts are maintained at Chase, which is a party to a Uniform Depository Agreement with the U.S. Trustee and is insured by the Federal Deposit Insurance Corporation. Therefore, the Bank Accounts comply with section 345(b) of the Bankruptcy Code. Out of an abundance of caution, however, to the extent that the Bank Accounts do not strictly comply with section 345 of the Bankruptcy Code, the Debtors submit that cause exists to waive any such noncompliance as set forth herein given that all funds are deposited safely and prudently at a financially stable banking institution.

III. Authorizing the Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business Is Warranted.

31. The Debtors respectfully request that the Court authorize the Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business. In this regard, the Banks should be authorized to debit the Bank Accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Bank Accounts which are cashed at such Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of the Bank Accounts prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors are responsible for such

[5] Strict compliance with the requirements of section 345(b) of the Bankruptcy Code would, in cases such as this, be inconsistent with section 345(a) of the Bankruptcy Code, which permits a debtor-in-possession to make such investments of money of the estate "as will yield the maximum reasonable net return on such money." Thus, in 1994, to avoid "needlessly handcuff[ing] larger, more sophisticated debtors," Congress amended section 345(b) of the Bankruptcy Code to provide that its strict investment requirements may be waived or modified if the Court so orders "for cause." 140 Cong. Rec. H. 10,767 (Oct. 4, 1994), 1994 WL 54773.

items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

32. The Debtors further request that the Court authorize the Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any orders of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date. The Debtors also request that, to the extent a Bank relies on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored, pursuant to the Proposed Interim Order, Proposed Final Order, or any other order of this Court, such Bank shall not have any liability to any party for relying on such representation by the Debtors. The Debtors respectfully submit that such relief is reasonable and appropriate because the Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise. Moreover, the Debtors request that the Court authorize the Banks to (i) continue to charge the Debtors regular and ordinary course Bank Fees, as applicable, and (ii) charge back returned items to the Bank Accounts whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course of business.

33. Additionally, the Debtors request that either the Debtors or the Banks may, without further order of the Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to the terms of those existing deposit agreements, including, without limitation, the opening and closing of Bank Accounts.

IV. The Court Should Authorize the Debtors to Continue Intercompany Transactions and Grant Administrative Expense Priority Status to Postpetition Intercompany Claims.

34. As described above, the Debtors enter into certain Intercompany Transactions amongst themselves in the ordinary course of business. The Intercompany Transactions are necessary to the efficient operation of the Debtors' businesses. Consequently, the Debtors submit that they should be authorized to continue entering into, and performing under, the Intercompany Transactions.

35. The continuation of the Intercompany Transactions will not prejudice the Debtors' estates or their creditors. The Intercompany Transactions are necessary for, among other things, preserving the value of the Debtors' brand and maintaining critical services. Accordingly, the Debtors believe that continuation of the Intercompany Transactions is in the best interests of the Debtors' estates and creditors.

36. The Debtors believe the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and, therefore, do not require the Court's approval. Notwithstanding, because of their routine nature, the continuation of such transactions is integral to the Debtors' ability to operate their business. Accordingly, out of an abundance of caution, the Debtors are seeking express authority to continue the Intercompany Transactions postpetition.

37. The Debtors further request that the Court grant administrative expense status to all Intercompany Claims against a Debtor by another Debtor that arise postpetition as a result of an Intercompany Transaction pursuant to sections 503(b)(1) and 364(b) of the Bankruptcy Code. Granting Intercompany Claims administrative expense status would cause each entity using cash that flows through the Cash Management System to bear ultimate responsibility for its own funding requirements.

V. The Court Should Authorize the Debtors to Continue Using Existing Business Forms.

38. To avoid disruption of the Cash Management System and unnecessary expense, pursuant to Local Rule 2015-2(a), the Debtors request that it be authorized to continue to use their Business Forms substantially in the form existing immediately before the Petition Date, without reference to the Debtors' status as debtor in possession. The Debtors submit that changing business forms is unnecessary and unduly burdensome, and that parties in interest will not be prejudiced if the Debtors are authorized to continue to use their Business Forms substantially in the forms existing immediately before the Petition Date.

RESERVATION OF RIGHTS

39. Nothing contained herein is or should be construed as: (i) an implication or admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (iv) a promise to pay any claim, (v) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved), (vi) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, (vii) a waiver of the obligation of any party in interest to file a proof of claim, or (viii) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Motion is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim. Likewise, if the

Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

IMMEDIATE RELIEF IS NECESSARY

40. The Court may grant the relief requested in this Motion immediately if the "relief is needed to avoid immediate and irreparable harm." Fed. R. Bank. P. 6003; *In re First NLC Fin. Servs., LLC*, 382 B.R. 547, 549 (Bankr. S.D. Fla. 2008). The Third Circuit has interpreted the language "immediate and irreparable harm" in the context of preliminary injunctions. In that context, the Third Circuit has instructed that irreparable harm is that which "cannot be redressed by a legal or an equitable remedy following a trial." *Instant Air Freight Co. v. C.F. Air Freight, Inc.*, 882 F.2d 797, 801 (3d Cir. 1989). The Debtors submit that, for the reasons already set forth herein, the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

41. Accordingly, the Debtors request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[u]nless the court orders otherwise, an order authorizing the use, sale, or lease of property (other than cash collateral) is stayed for 14 days after the order is entered." Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate without interruption and to preserve value for their estates. Accordingly, the Debtors respectfully request that the Court waive the 14-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

NOTICE

42. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee; (b) the holders of the twenty (20) largest unsecured claims against the Debtors on a consolidated basis; (c) the DIP Secured Parties; (d) the Prepetition Secured Parties; (e) CNB; (f) the Banks; (g) the Internal Revenue Service; (h) the United States Attorney's Office for the District of Delaware; (i) the state attorneys general for all states in which the Debtors conduct business; (j) the Delaware Secretary of State; (k) the Delaware State Treasury; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, within forty-eight (48) hours of entry of an order on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

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CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Interim Order and the Proposed Final Order, substantially in the forms annexed hereto as **Exhibit A** and **Exhibit B**, respectively, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: September 21, 2026
Wilmington, Delaware

POTTER ANDERSON & CORROON LLP

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Proposed Counsel for Debtors and Debtors in Possession

Exhibit A

Proposed Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Yardbird Group LLC, *et al.*,[1]	Case No. 26-11479 (___)
Debtors.	(Joint Administration Requested)

INTERIM ORDER GRANTING THE DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, (C) CONTINUE INTERCOMPANY TRANSACTIONS, AND (D) MAINTAIN EXISTING BUSINESS FORMS; (II) AUTHORIZING THE DEBTORS' BANKS TO HONOR ALL RELATED PAYMENT REQUESTS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors") for entry of an interim order (this "Interim Order"), (i) authorizing the Debtors to (a) continue to operate the Cash Management System, (b) honor certain prepetition obligations related thereto, (c) continue Intercompany Transactions, and (d) maintain existing business forms in the ordinary course of business; (ii) authorizing the Debtors' Banks to honor all related payment requests; (iii) granting related relief; and (iv) setting a Final Hearing, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter 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*,

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Yardbird Group LLC (7139); Southern Operations, LLC (5384); Yardbird Beverly Hills, LLC (9735); Yardbird DFW, LLC (2545); Yardbird DC, LLC (2651); Yardbird Chicago, LLC (6273); Yardbird Denver LLC (8819), YB Las Vegas, LLC (4071), Yardbird DFW Management LLC (8949), Yardbird DFW Concession LLC (1952), and The Bird Singapore LLC (8264). The location of the Debtors' service address in these chapter 11 cases is 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these Chapter 11 Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and that such relief is in the best interests of the Debtors, their estates, their creditors and all parties in interest; and upon all the proceedings had before the Court after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT,

1. The Motion is GRANTED on an interim basis as set forth herein.

2. The Fina Hearing on the Motion shall be held on _____, 2026, at__:__ _.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed with the Court, and served so as to be **received** by the following parties, **by no later than 4:00 p.m., prevailing Eastern Time, on _____, 2026**: (i) proposed counsel to the Debtors, Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801 (Attn: M. Blake Cleary (bcleary@potteranderson.com), Brett M. Haywood (bhaywood@potteranderson.com), and Katelin A. Morales (kmorales@potteranderson.com)); (ii) counsel for the DIP Secured Parties and the Prepetition Secured Parties, (a) Winston Taylor LLP, 200 Park Avenue, New York, New York 10166-4193 (Attn: Jon Levine (jon.levine@winstontaylor.com) and Tom Good (tom.good@winstontaylor.com)) and (b) Cole, Schotz, Meisel, Forman & Leonard, P.A., 1000 N. West Street, Suite 1200, Wilmington,

Delaware 19801 (Attn: Patrick J. Reilley (preilley@coleschotz.com) and Daniel F. Geoghan (dgeoghan@coleschotz.com)); (iii) Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Jonathan W. Lipshie (jon.lipshie@usdoj.gov)); and (iv) if any statutory committee has been appointed in these Chapter 11 Cases, counsel to such committee (collectively, the "Notice Parties").

3. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, as described in the Motion; (b) honor and pay their prepetition and postpetition obligations related thereto, including Bank Fees; (c) continue to perform Intercompany Transactions; and (d) maintain existing business forms, subject to the limitations set forth in this Interim Order.

4. The Debtors are further authorized to: (a) continue to use, with the same account number, the Bank Accounts in existence as of the Petition Date; (b) use, in their present form, all correspondence and business forms (including letterhead and invoices), as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date and thereafter, without reference to the Debtors' status as debtors in possession; *provided, however*, that once the Debtors' existing check stock has been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the case number of the Chapter 11 Cases on all checks; *provided*, *further*, that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtors in Possession" legend and the jointly administered case number of these Chapter 11 Cases on such items as soon as practicable; (c) treat the Bank Accounts for all purposes as an account of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; and (e) pay any ordinary course Bank

Fees incurred in connection with the Bank Accounts and to otherwise perform their obligations under the documents governing the Bank Accounts.

5. The Debtors are authorized to pay or reimburse their Banks and service providers, in the ordinary course of business for any Bank Fees arising during the Interim Period and, if any, prior to the Petition Date.

6. Each of the Banks is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of Debtors' accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System; *provided that*, in addition to the requirements thereof, any checks, drafts, wires, or ACH transfers drawn or issued by the Debtors before the Petition Date shall be timely honored by the Banks to the extent necessary to comply with any order of this Court authorizing payment of certain prepetition claims, subject to the availability of funds, unless the Banks are instructed by the Debtors to stop payment on or otherwise dishonor such check, draft, wire, or ACH transfer.

7. All existing deposit agreements and arrangements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect subject to the

terms of this Interim Order. The Banks are authorized, without further order of this Court, to implement such changes to the Cash Management System and procedures in the ordinary course of business and in accordance with the terms of the existing deposit and disbursement agreements and arrangements.

8. The Banks shall not honor or pay any bank payments drawn on the Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing the Banks, as applicable.

9. In the course of providing cash management services to the Debtors, the Banks are authorized, without further order of this Court, to deduct the customary fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

10. Subject to the terms set forth herein, the Banks may rely on the representations of the Debtors with respect to whether any check, item, or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

11. Subject to Bankruptcy Code section 345, the Banks are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account

(subject to the terms of this Interim Order), and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided*, *however*, that the Banks shall not have any liability to any party for relying on such directions or representations to the extent such reliance was made in good faith.

12. If the Banks honor a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of customary item handling procedures, the Banks shall not be deemed to be, nor shall be liable to, the Debtors or the estates or otherwise in violation of this Interim Order.

13. The Debtors are authorized to open any new bank accounts or close any existing bank accounts; *provided, that* the Debtors shall provide the DIP Secured Parties with at least five (5) business days' prior written notice before opening any new bank account or closing any existing Bank Account (which notice may be provided by electronic mail); *provided, further, that* in the event that the Debtors open any bank accounts or close any existing Bank Accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall be provided to the U.S. Trustee and the official committee of unsecured creditors, if any, within five (5) days; *provided*, *further*, that the Debtors shall only open such new bank account(s) at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at such banks that are willing to immediately execute such an agreement; and *provided*, *further*, that any such new accounts opened by the Debtors shall be subject to the terms of this Interim Order.

14. As soon as possible after entry of this Interim Order, the Debtors shall (a) contact the Banks, (b) provide the Debtors' employer identification numbers, (c) identify the Bank Accounts at the Banks as being held by a debtor in possession in a bankruptcy case; and (d) serve a copy of this Interim Order on any Banks that are party to a Uniform Deposit Agreement with the U.S. Trustee.

15. The Debtors are authorized, but not directed, to continue engaging in Intercompany Transactions in connection with the Cash Management System in the ordinary course of business. The Debtors shall maintain accurate and detailed records of all Intercompany Transactions and the payment of Intercompany Claims so that all transactions may be readily traced, ascertained, and recorded properly on applicable intercompany accounts (if any) and distinguished between prepetition and postpetition transactions. All postpetition Intercompany Claims shall be accorded administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; *provided, that* such administrative expense priority shall be subordinate and junior in all respects to the DIP Obligations (as defined in the DIP Orders) and the Adequate Protection Superpriority Claims (as defined in the DIP Orders). For the avoidance of doubt, the Debtors do not and will not incur any liabilities or make payments on behalf of their non-Debtor affiliates.

16. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

17. Nothing contained herein is or should be construed as: (i) an implication or admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against

the Debtors, (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (iv) a promise to pay any claim, (v) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Interim Order are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved), (vi) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, (vii) a waiver of the obligation of any party in interest to file a proof of claim, or (viii) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Interim Order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

18. This Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the interim relief requested is necessary to avoid immediate and irreparable harm.

19. This Interim Order shall be immediately effective and enforceable upon its entry. The fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

20. The notice requirement of Bankruptcy Rule 6004(a) is waived.

21. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

22. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit B

Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Yardbird Group LLC, *et al.*,[1]	Case No. 26-11479 (___)
Debtors.	(Joint Administration Requested)

FINAL ORDER GRANTING THE DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (C) MAINTAIN EXISTING BUSINESS FORMS; (II) AUTHORIZING THE DEBTORS' BANKS TO HONOR ALL RELATED PAYMENT REQUESTS; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors I possession (the "Debtors") for entry of a final order (this "Final Order"), (i) authorizing the Debtors to (a) continue to operate the Cash Management System, (b) honor certain prepetition obligations related thereto, and (c) maintain existing business forms in the ordinary course of business; (ii) authorizing the Debtors' Banks to honor all related payment requests; and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter 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 Delawar*e, dated February 29, 2012; and this Court having found that this is a core proceeding

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Yardbird Group LLC (7139); Southern Operations, LLC (5384); Yardbird Beverly Hills, LLC (9735); Yardbird DFW, LLC (2545); Yardbird DC, LLC (2651); Yardbird Chicago, LLC (6273); Yardbird Denver LLC (8819), YB Las Vegas, LLC (4071), Yardbird DFW Management LLC (8949), Yardbird DFW Concession LLC (1952), and The Bird Singapore LLC (8264). The location of the Debtors' service address in these chapter 11 cases is 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these Chapter 11 Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein and that such relief is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and upon all of the proceedings had before the Court after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT,

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System; (b) honor and pay their prepetition and postpetition obligations related thereto, including Bank Fees; (c) continue to perform Intercompany Transactions; and (d) maintain existing business forms, subject to the limitations set forth in this Final Order.

3. The Debtors are further authorized to: (a) continue to use, with the same account number, the Bank Accounts in existence as of the Petition Date; (b) use, in their present form, all correspondence and business forms (including letterhead and invoices), as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date and thereafter, without reference to the Debtors' status as debtors in possession; *provided, however*, that once the Debtors' existing check stock has been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the case number of these Chapter 11 Cases on all checks; *provided*, *further*, that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend and

the jointly administered case number of these Chapter 11 Cases on such items as soon as practicable; (c) treat the Bank Accounts or all purposes as an account of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; and (e) pay any ordinary course bank fees incurred in connection with the Bank Accounts and to otherwise perform the obligations under the documents governing the Bank Accounts.

4. The Debtors are authorized to pay or reimburse their Banks and service providers, in the ordinary course of business for any Bank Fees arising prior to the Petition Date, if any.

5. The requirements of section 345 of the Bankruptcy Code are satisfied.

6. Each of the Banks is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of Debtors' accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System; *provided that*, in addition to the requirements thereof, any checks, drafts, wires, or ACH transfers drawn or issued by the Debtors before the Petition Date shall be timely honored by the Banks to the extent necessary to comply with any order of this Court authorizing payment of certain prepetition claims, subject to the availability of funds, unless the Banks are instructed by the Debtors to stop payment on or otherwise dishonor such check, draft, wire, or ACH transfer.

7. All existing deposit agreements and arrangements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect subject to the terms of this Final Order. The Debtors and the Banks are authorized, without further order of this Court, to implement such changes to the Cash Management System and procedures in the ordinary course of business and in accordance with the terms of the existing deposit and disbursement agreements and arrangements.

8. The Banks shall not honor or pay any bank payments drawn on the Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing the Banks, as applicable.

9. In the course of providing cash management services to the Debtors, the Banks are authorized, without further order of this Court, to deduct the customary fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

10. Subject to the terms set forth herein, the Banks may rely on the representations of the Debtors with respect to whether any check, item, or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of

this Court, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

11. The Banks are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account (subject to the terms of this Final Order), and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided, however*, that the Banks shall not have any liability to any party for relying on such directions or representations to the extent such reliance was made in good faith.

12. If the Banks honor a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of customary item handling procedures, the Banks shall not be deemed to be, nor shall be liable to, the Debtors or the estates or otherwise in violation of this Final Order.

13. The Debtors are authorized to open any new bank accounts or close any existing bank accounts; *provided*, *that* the Debtors shall provide the DIP Secured Parties with at least five (5) business days' prior written notice before opening any new bank account or closing any existing Bank Account (which notice may be provided by electronic mail); *provided, further, that* in the event that the Debtors open any bank accounts or close any existing Bank Accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall be provided to the U.S. Trustee and the official committee of unsecured creditors, if any, within five (5) days; *provided*, *further*, *that* the Debtors shall only open such new bank account(s) at banks that have executed a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, or at such banks that are willing to

immediately execute such an agreement; and *provided*, *further* that any such new accounts opened by the Debtors shall be subject to the terms of this Final Order.

14. The Debtors are authorized, but not directed, to continue engaging in Intercompany Transactions in connection with the Cash Management System in the ordinary course of business. The Debtors shall maintain accurate and detailed records of all Intercompany Transactions and the payment of Intercompany Claims so that all transactions may be readily traced, ascertained, and recorded properly on applicable intercompany accounts (if any) and distinguished between prepetition and postpetition transactions. All postpetition Intercompany Claims shall be accorded administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; *provided, that* such administrative expense priority shall be subordinate and junior in all respects to the DIP Obligations (as defined in the DIP Orders) and the Adequate Protection Superpriority Claims (as defined in the DIP Orders). For the avoidance of doubt, the Debtors do not and will not incur any liabilities or make on payments on behalf of their non-Debtor affiliates.

15. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. Nothing contained herein is or should be construed as: (i) an implication or admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (iv) a promise to pay any claim, (v) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Interim Order are

valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved), (vi) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, (vii) a waiver of the obligation of any party in interest to file a proof of claim, or (viii) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Final Order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim. All objections to entry of this Final Order, to the extent not withdrawn or settled, are overruled.

17. This Final Order shall be immediately effective and enforceable upon its entry. The fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

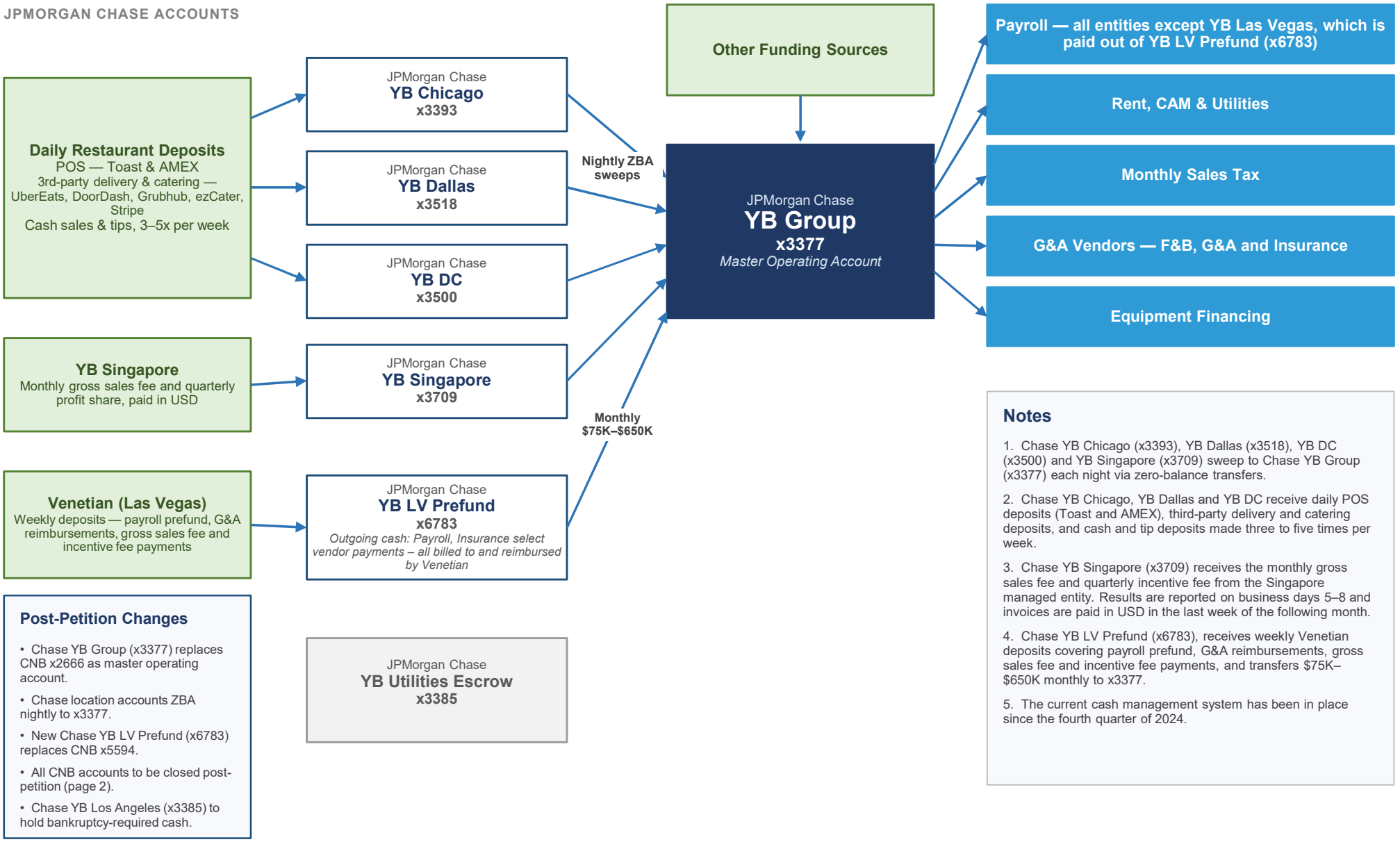
19. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

EXHIBIT C

Cash Management System

Yardbird Group, LLC

Cash Management



Prepared from Yardbird Group, LLC bank account records. Account numbers reflect the last four digits.