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) MAINTAIN EXISTING INSURANCE PROGRAMS AND PAY ALL OBLIGATIONS ARISING THEREUNDER AND (B) RENEW, REVISE, EXTEND, SUPPLEMENT, OR ENTER INTO NEW INSURANCE PROGRAMS; (II) AUTHORIZING ALL BANKS TO HONOR PAYMENTS OF INSURANCE OBLIGATIONS; 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, but not directing, the Debtors to (a) maintain their existing insurance programs and pay all obligations arising thereunder or in connection therewith, (b) renew, revise, extend, supplement, or enter into new insurance policies as needed in their business judgment; (ii) authorizing all banks to honor payments of insurance obligations; and (iii) granting related relief. In support of this motion (this "Motion"), the Debtors respectfully state 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 within the meaning of 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 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), 363(b), and 1107 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 Rule 9013-1(m).

GENERAL BACKGROUND

5. On the date hereof (the "Petition Date"), the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). 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 business 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 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 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

8. In the ordinary course of the Debtors' business operations, the Debtors maintain various insurance policies to provide coverage for, among other things, general liability, food borne illness liability, workers compensation, auto liability, and umbrella coverage. As of the Petition Date, the Debtors maintain approximately eight (8) insurance policies (each an "Insurance Policy" and, collectively, the "Insurance Policies")[3] with various carriers (the "Insurance

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

[3] The terms of the Insurance Policies govern in the event of any inconsistency with the descriptions in this Motion or **Exhibit C**.

Carriers"). For purposes of disclosure, a list of all of the Insurance Policies, including coverage type, annual premium, carrier, and policy term, is attached as **Exhibit C**.[4]

9. The Insurance Policies' premiums (the "Insurance Premiums") are paid monthly or annually, depending on the Insurance Policy. In the ordinary course, the Insurance Premiums for four (4) of the Insurance Policies (the "Non-Financed Policies") are paid directly to the Insurance Carriers or through their Broker (as defined below), depending on the applicable Insurance Policy. The Debtors obtain certain Insurance Policies through their broker, Hub International Limited (the "Broker") and pay fees for such services (collectively, the "Broker Fees"), which are typically incorporated into the premiums of the Insurance Policies and paid at the same time. Thus, the Debtors believe they do not currently owe any amounts to the Broker on account of the Broker Fees. However, out of an abundance of caution and to ensure uninterrupted coverage under the Insurance Policies, the Debtors seek authority, but not direction, to pay any prepetition amounts owed to the Broker on account of the Broker Fees and to continue to honor their obligations to the Broker as they come due in the ordinary course of business on a postpetition basis consistent with past practice.

10. Additionally, the Debtors finance the premiums for certain Insurance Policies through AFCO Direct (the "Financier") pursuant to certain premium financing agreements (the "Financing Agreements"). The Debtors believe it is economically beneficial to finance certain Insurance Premiums rather than make lump sum payments. Pursuant to the Proposed Interim Order and the Proposed Final Order, the Debtors, to the extent they are obligated under the particular Insurance Policy, seek the authority to honor any prepetition amounts outstanding under

[4] The Debtors request that any orders granting this Motion apply to all of Debtors' Insurance Policies, including any Insurance Policies that may have been inadvertently omitted from **Exhibit C**.

the terms of the Financing Agreements and to pay fees (the "Financing Fees, and with the Broker Fees and Insurance Premiums, the "Insurance Obligations") thereunder in the ordinary course of business during the pendency of these Chapter 11 Cases.

11. As of the Petition Date, the Debtors believe they owe approximately $45,000 on account of the Insurance Obligations, approximately $25,000 of which will become due and payable in the first 30 days after the Petition Date (the "Interim Period"). To ensure uninterrupted coverage under the Insurance Policies, the Debtors seek authority, but not direction, to pay any prepetition amounts due and owing in connection with the Insurance Obligations in the ordinary course of business and consistent with prepetition practice. The Debtors further seek authority to enter into new Insurance Policies, including ancillary policies, in the ordinary course of business on a postpetition basis and consistent with prepetition practices, without further Court approval, to ensure uninterrupted coverage.

12. The Debtors' ability to maintain the Insurance Programs, to renew, amend, supplement, extend, or purchase the same as needed, and to enter into new Insurance Policies, as needed in the ordinary course of business is essential to preserving the value of the Debtors' estates. Moreover, in many instances, insurance is required by statutes, rules, regulations, and contracts that govern the Debtors' commercial activities, including the requirements of the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") that a debtor maintain adequate coverage given the circumstances of its chapter 11 case. Accordingly, the Debtors seek authority, but not direction, to maintain the Insurance Policies, to pay related prepetition obligations, to renew, amend, supplement, extend, or purchase Insurance Policies, as needed, and to enter into new Insurance Policies in the ordinary course of business and consistent with prepetition practice.

RELIEF REQUESTED

13. The Debtors seek entry of the Proposed Interim Order and the Proposed Final Order, pursuant to Bankruptcy Code sections 105(a), 363(b), 1107, and 1108 (i) authorizing but not directing, the Debtors to (a) maintain their existing coverage under the Insurance Policies and pay in the ordinary course all premiums, administration fees, audited amounts, and other obligations related thereto, (b) honor all prepetition obligations and amounts owed to the Financier, Broker and Insurance Carriers, and (c) renew, revise, extend, supplement, or enter into new Insurance Policies in the ordinary course.

14. Additionally, the Debtors request that the Court (a) authorize all of the Debtors' banks (the "Banks") to receive, process, honor, and pay any and all checks, drafts, electronic transfers, and other forms of payment used by the Debtors to pay the Insurance Obligations, whether presented before, on or after the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments; (b) prohibit the Banks from placing any holds on or attempting to reverse any automatic transfers on account of the Insurance Obligations; and (c) authorize the Debtors to issue new postpetition checks to replace any checks, drafts, and other forms of payment, or effect new postpetition electronic transfers, which may be inadvertently dishonored or rejected, and to reimburse any expenses that may be incurred as a result of the Banks' failure to honor a prepetition check.

15. The Debtors also request that the Court schedule a final hearing to approve the relief requested herein on a final basis.

BASIS FOR RELIEF

I. Payment of the Insurance Obligations Is Necessary and Appropriate.

16. Payment of the Insurance Obligations is authorized under section 363(b)(1) of the Bankruptcy Code, which provides that a debtor in possession, "after notice and a hearing, may use,

sell, or lease, other than in the ordinary course of business, property of the estate . . . ." 11 U.S.C. § 363(b)(1). Section 363(b)(1), operating in conjunction with section 105(a) of the Bankruptcy Code and the judicially created "necessity of payment doctrine," support the proposed payments under the Insurance Policies. The Debtors submit that the use of estate funds to make payments on account of the Insurance Obligations is a necessary cost of preserving their estate and is permitted under sections 1107 and 1108 of the Bankruptcy Code, which require the Debtors to honor their fiduciary duties as a debtor in possession. Moreover, the Operating Guidelines for Chapter 11 Cases as promulgated by the U.S. Trustee for Region 3, District of Delaware (the "Operating Guidelines") require maintenance of the Insurance Policies.

17. Under the "necessity of payment doctrine" and section 105(a) of the Bankruptcy Code, courts have regularly permitted immediate payment of prepetition obligations where necessary to preserve or enhance the value of a debtor's estate for the benefit of all creditors. *See, e.g.*, *Miltenberger v. Logansport, C. & Sw. Ry.*, 106 U.S. 286, 309 (1882). The modern application of the doctrine of necessity is largely unchanged from the Supreme Court's reasoning in *Miltenberger*. *See In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581-82 (3d Cir. 1981) ("[I]n order to justify payment under the 'necessity of payment' rule, a real and immediate threat must exist that failure to pay will place the continued operation of the [debtor] in serious jeopardy."); *see also In re Just For Feet, Inc.*, 242 B.R. 821, 825 (Bankr. D. Del. 1999) ("The Supreme Court, the Third Circuit and the District of Delaware all recognize the court's power to authorize payment of pre-petition claims when such payment is necessary for the debtor's survival during chapter 11."); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (holding that a court may authorize a debtor to pay certain prepetition claims so long as a sound business purposes exists and stating that "courts consider a variety of factors, which essentially represent a 'business

judgment test'"); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994). The Debtors request authority to continue to satisfy obligations related to the Insurance Policies in the ordinary course of business, including any prepetition amounts due in connection with premiums and brokerage fees, and if necessary to, renew, amend, supplement, extend, or purchase insurance coverage on a postpetition basis in the ordinary course of business consistent with prepetition practices.

18. In addition, sections 1107 and 1108 of the Bankruptcy Code support payment of the Insurance Obligations as such sections authorize a debtor to continue to operate its business postpetition. Implicit in the duties of a chapter 11 debtor in possession is the duty "to protect and preserve the estate, including an operating business's going-concern value[,]" including, where appropriate, paying certain necessary prepetition claims. *See In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) ("There are occasions when this duty [to protect and preserve] can only be fulfilled by the preplan satisfaction of the prepetition claim.").

19. Payment of the Insurance Obligations, and the renewal, revision, extension, supplementation, or entry into new Insurance Policies, as needed in the Debtors' business judgment, are necessary for the Debtors to operate consistent with applicable legal requirements (including the Operating Guidelines and the laws of various states). Moreover, as fiduciaries for their estates, the Debtors have a duty to maintain the coverage provided under the Insurance Policies in order to preserve the value of their estates during the Chapter 11 Cases.

20. Accordingly, to meet their obligations as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code, the Operating Guidelines, and the Insurance Policies, the Debtors request authority to pay any prepetition Insurance Obligations and to renew, revise, extend, supplement, or enter into new Insurance Policies in their business judgment.

21. Courts in this District have regularly granted to chapter 11 debtors the same or similar relief as requested in this Motion. *See, e.g.*, *In re Simply Interior Homes, LLC*, No. 26-10922 (CTG) (Bankr. D. Del. June 30, 2026) (authorizing debtors to continue their current insurance policies, pay related prepetition obligations, and renew, supplement, modify, or purchase insurance and surety coverage); *In re Apple Tree Life Sciences, Inc.*, No. 25-12177 (LSS) (Bankr. D. Del. Jan. 20, 2026) (same); *In re Charter School Capital, Inc.*, No. 25-11016 (CTG) (Bankr. D. Del. June 30, 2025); *In re Nikola Corp.*, No. 25-10258 (TMH) (Bankr. D. Del. Mar. 17, 2025) (same); *In re Biolase, Inc.*, No. 24-12245 (KBO) (Bankr. D. Del. Oct. 25, 2024) (same).[5]

II. The Banks Should Be Authorized to Honor and Process Payments under the Insurance Policies.

22. As a result of the commencement of these Chapter 11 Cases and in the absence of a Court order providing otherwise, the Debtors' checks and electronic fund transfers on account of the Insurance Policies may be dishonored or rejected by their Banks. To prevent unintended disruptions in insurance coverage, the Debtors respectfully submit that their Banks should be authorized to rely on the Debtors' representations with respect to whether any check drawn or transfer request issued by the Debtors prior to the Petition Date relating to the Insurance Policies should be honored pursuant to the relief granted in connection with this Motion.

23. For these reasons, the Debtors respectfully submit that the relief requested herein is necessary, appropriate, and in the best interests of the Debtors' estate and creditors.

RESERVATION OF RIGHTS

24. 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

[5] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request.

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

25. 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.

26. 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

27. Notice of this Motion will be provided to: (i) the U.S. Trustee; (ii) the holders of the twenty (20) largest unsecured claims against the Debtors; (iii) the Prepetition Secured Parties; (iv) CNB; (v) the DIP Secured Parties; (vi) the United States Attorney's Office for the District of Delaware; (vii) the Financier; (viii) the Banks; (ix) the Broker; (x) the Internal Revenue Service; (x) the state attorneys general for all states in which the Debtors conduct business; (xii) the Insurance Carriers; and (xiii) any party that has requested notice pursuant to Bankruptcy Rule 2002. Given that this Motion seeks "first day" relief, within 48 hours of the entry of an order granting this Motion, the Debtors will serve copies of this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this 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

/s/ Katelin A. Morales

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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)
	Re: Docket No. __

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN EXISTING INSURANCE PROGRAMS AND PAY ALL OBLIGATIONS ARISING THEREUNDER AND (B) RENEW, REVISE, EXTEND, SUPPLEMENT, OR ENTER INTO NEW INSURANCE PROGRAMS; (II) AUTHORIZING ALL BANKS TO HONOR PAYMENTS OF INSURANCE OBLIGATIONS; 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, but not directing, the Debtors to (a) maintain their existing Insurance Policies and pay all obligations arising thereunder or in connection therewith, (b) renew, revise, extend, supplement, or enter into new insurance coverage as needed in their business judgment; (ii) authorizing all Banks to honor payments of Insurance Obligations; 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 Delaware*, dated February 29, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and

[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.

this Court having found that venue of this Chapter 11 Case 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 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 estate, 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 an interim basis as set forth herein.

2. The final hearing on the Motion shall be held **on _____, 2026, at__:__ _.m., prevailing Eastern Time**. Any objections or responses to entry of the Proposed Final Order 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, DE 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 pay and honor in their discretion, all prepetition Insurance Obligations in an amount not to exceed $25,000 during the Interim Period.

4. The Debtors are authorized, but not directed, to maintain their Insurance Policies in the ordinary course, substantially in accordance with practices and procedures that were in effect before the commencement of these Chapter 11 Cases.

5. Notwithstanding anything to the contrary in the Financing Agreements, in the event the Debtors default under the terms of the Financing Agreements, the Financier shall not cancel any insurance policy of the Debtors without first providing notice of such default in writing by overnight mail to the Debtors and their bankruptcy counsel, and at least 5 business days to cure. If the Debtors fail to cure the default within that time, then the Financier may, in accordance with the terms of the Financing Agreements, and without further order of this Court, exercise any and all of its rights under the Financing Agreements. Notwithstanding anything to the contrary in the Financing Agreements, the Debtors' filing of these Chapter 11 Cases shall not constitute a default under the Financing Agreements. Absent further order of this Court upon notice, during the course of these Chapter 11 Cases, the Debtors shall not renew or enter into any new premium financing agreement upon any terms less favorable than those in the exiting Financing Agreements.

6. The Debtors are further authorized, but not directed, in the ordinary course of business and in consultation with the Prepetition Secured Parties and the DIP Secured Parties, to revise, extend, supplement, or otherwise modify their insurance coverage as needed, including through the purchase or renewal of new or existing Insurance Policies or other insurance coverage.

7. The Banks are authorized, but not directed, in their discretion, to honor, receive, process, and pay all checks presented for the payment of the post-petition continuation of the Insurance Policies, whether such checks were presented or funds transfer requests were submitted prior to or after the Petition Date *provided*, *however*, that such relief shall not constitute or be deemed an assumption or an authorization to assume any of such Insurance Policies under section 365(a) of the Bankruptcy Code.

8. 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.

9. 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.

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

11. 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.

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

13. 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)
	Re: Docket Nos. __ & __

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) MAINTAIN EXISTING INSURANCE PROGRAMS AND PAY ALL OBLIGATIONS ARISING THEREUNDER AND (B) RENEW, REVISE, EXTEND, SUPPLEMENT, OR ENTER INTO NEW INSURANCE PROGRAMS; (II) AUTHORIZING ALL BANKS TO HONOR PAYMENTS OF INSURANCE OBLIGATIONS; 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 order (this "Final Order"), (i) authorizing, but not directing, the Debtors to (a) maintain their existing Insurance Programs and pay all obligations arising thereunder or in connection therewith and (b) renew, revise, extend, supplement, or enter into new insurance coverage as needed in their business judgment; (ii) authorizing all Banks to honor payments of Insurance Obligations, 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 Delaware*, dated February 29, 2012, and that this Court may enter a final order consistent with Article III of the United States Constitution; and

[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.

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 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 estate, 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. All objections to entry of this Final Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are authorized, but not directed, to pay in the ordinary course of business as such obligations become due, all Insurance Obligations arising under or relating to the Insurance Policies, without regard to whether such obligations accrued or relate to the period before or after the Petition Date, and the Debtors are authorized, but not directed, to pay any and all prepetition amounts due related to the Insurance Policies not to exceed $45,000.

4. The Debtors are authorized, but not directed, to maintain their Insurance Policies in the ordinary course, substantially in accordance with practices and procedures that were in effect before the commencement of these Chapter 11 Cases.

5. Notwithstanding anything to the contrary in the Financing Agreements, in the event the Debtors default under the terms of the Financing Agreements, the Financier shall not cancel any insurance policy of the Debtors without first providing notice of such default in writing by overnight mail to the Debtors and their bankruptcy counsel, and at least 5 business days to cure.

If the Debtors fail to cure the default within that time, then the Financier may, in accordance with the terms of the Financing Agreements, and without further order of this Court, exercise any and all of its rights under the Financing Agreements. Notwithstanding anything to the contrary in the Financing Agreements, the Debtors' filing of these Chapter 11 Cases shall not constitute a default under the Financing Agreements. Absent further order of this Court upon notice, during the course of these Chapter 11 Cases, the Debtors shall not renew or enter into any new premium financing agreement upon any terms less favorable than those in the exiting Financing Agreements.

6. The Debtors are further authorized, but not directed, in the ordinary course of business and in consultation with the Prepetition Secured Parties and the DIP Secured Parties, to revise, extend, supplement, or otherwise modify their insurance coverage, as needed in the ordinary course, including through the purchase or renewal of new or existing Insurance Policies other insurance coverage.

7. The Banks are authorized, but not directed, in their discretion, to honor, receive, process, and pay all checks presented for the payment of the post-petition continuation of the Insurance Policies, whether such checks were presented or funds transfer requests were submitted prior to or after the Petition Date *provided*, *however*, that such relief shall not constitute or be deemed an assumption or an authorization to assume any of such Insurance Policies under section 365(a) of the Bankruptcy Code.

8. 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 Final 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.

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

11. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

12. 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

Schedule of Insurance Policies

TYPE/COVERAGE	POLICY NO.	INSURER	TERM	ANNUAL PREMIUM
Cyber	C-4LWN-144249-CYBER-2025	ARC Excess & Surplus, LLC	9/26/25 – 9/26/26	$8,800
Fidelity Bond	108370808	ARC Excess & Surplus, LLC	10/21/2025 – 10/21/26	$290
Workers Compensation	WC2-Z91-479097-015	Liberty Mutual	11/21/25 – 11/21/26	$152,500
CPKG (CD&O/CEPL/CFDU)	J06475358A	ARC Excess & Surplus, LLC	11/22/25 – 11/22/26	$48,000
Auto	(25) 7364-82-22	CHUBB	1/15/26 – 1/15/27	$2,000
CPKG (GL & Property)	D02816489	CHUBB	1/25/26 – 1/25/27	$260,400
Umbrella Policy	5821440039	Crum & Forster	1/25/26 – 1/25/27	$65,700
Foor Borne Illness Coverage	H726-801983 (FBI)	Tokio Marine	1/15/26 – 1/15/27	$11,700