Docket #0010 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) 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 above-captioned debtors and debtors in possession (collectively, 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) approving the proposed form of adequate assurance of payment to the Debtors' utility providers (the "Utility Companies," and individually, a "Utility Company"), (ii) establishing procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance (as defined herein), (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing services, and (iv) 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) and 366 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"), 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 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 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 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. The Utility Services and Utility Companies.

8. In connection with the normal operations of their business and the management of their restaurants, the Debtors utilize water, electric, gas, internet, telecommunications, waste, cable TV, security, and other similar services (collectively, the "Utility Services"). While the Debtors pay for most of their Utility Services directly, some Utility Services are billed to the Debtors' landlords and passed through to the Debtors as part of the Debtors' lease payment in accordance

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

with the applicable lease agreement.[3] A non-exclusive list of Utility Companies that the Debtors pay directly is attached hereto as **Exhibit C** (the "Utility Company List").[4]

9. Uninterrupted Utility Services are essential to preserving the Debtors' ongoing business operations as a going concern and, hence, the overall success of the Debtors' sale process and these Chapter 11 Cases. Should any Utility Company refuse or discontinue service, even for a brief period, the Debtors' business operations would be disrupted. The relief sought in this Motion is thus necessary to ensure that the Debtors maintain continued services from these Utility Companies to permit the Debtors to continue operating in the normal course during these Chapter 11 Cases, preserving the value of their estates.

10. To the best of the Debtors' knowledge, there are no defaults or arrearages with respect to the undisputed invoices for prepetition Utility Services. In the aggregate, the Debtors' monthly expenditure for all Utility Services from the Utility Companies listed on the Utility Company List is approximately $59,800, calculated as a historical monthly average during the twelve-month period prior to the Petition Date.

B. The Proposed Adequate Assurance of Payment.

11. The Debtors intend to pay all undisputed postpetition obligations owed to the Utility Companies in the ordinary course of business and in a timely manner. Nevertheless, as additional adequate assurance for future utility services, the Debtors propose to deposit an amount

[3] Notwithstanding any current or future nonpayment, deferral, waiver, or other compromise of rent, the Debtors respectfully submit that their landlord be required to continue to pay for Utility Services in the ordinary course until the effective date of the rejection of the applicable lease agreement, if any, pursuant to section 365 of the Bankruptcy Code.

[4] The inclusion of any entity on, or the omission of any entity from, the Utility Company List is not an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights with respect to any such determination. The relief requested herein applies to all Utility Companies providing Utility Services to the Debtors and is not limited to those listed on the Utility Company List, although the Debtors will endeavor to add any omitted Utility Company to the Utility Company List as soon as possible after discovery.

equal to the aggregate two-week cost of Utility Services paid directly by the Debtors (the "Adequate Assurance Deposit"). The Adequate Assurance Deposit—in the amount of $29,900—will be held in a segregated account (the "Adequate Assurance Account") for the duration of these Chapter 11 Cases. Should the Debtors default on their postpetition payment obligation to a Utility Company, such Utility Company shall have a right to the Adequate Assurance Deposit in the amount set forth in **Exhibit C**, subject to the Debtors' rights to terminate or discontinue the applicable Utility Service.

12. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors' ability to pay for future Utility Services in the ordinary course of business (together, the "Proposed Adequate Assurance") constitutes adequate assurance of payment in full satisfaction of the requirements of Bankruptcy Code section 366.

C. Adequate Assurance Procedures.

13. Any Utility Company not satisfied with the Proposed Adequate Assurance may request additional adequate assurance of future payment (each an "Additional Assurance Request") pursuant to the procedures set forth in the Proposed Interim Order and the Proposed Final Order (the "Adequate Assurance Procedures").

14. In particular, the Adequate Assurance Procedures permit a Utility Company to object to the Proposed Adequate Assurance by serving an Additional Assurance Request upon certain notice parties. The Debtors and the Utility Company may then resolve any Additional Assurance Request by mutual agreement and without further order of the Court. If the Additional Assurance Request cannot be resolved by mutual agreement, the Debtors will seek Court resolution of the Additional Assurance Request. In addition, unless and until a Utility Company files an objection or serves an Additional Assurance Request, such Utility Company shall be

(i) deemed to have received adequate assurance of payment "satisfactory" to such Utility Company in compliance with section 366 of the Bankruptcy Code and (ii) forbidden to discontinue, alter, or refuse services to, or discriminate against, the Debtors on account of any unpaid prepetition charges, or require additional assurance of payment other than the Proposed Adequate Assurance.

15. Absent compliance with the Adequate Assurance Procedures, the Debtors request that the Utility Companies, including those subsequently added to the Utility Company List, be forbidden from altering, refusing, or discontinuing service or requiring additional assurance of payment other than the Proposed Adequate Assurance.

D. Modifications to the Utility Company List and Procedures for Subsequently Identified Utility Companies.

16. Although the Debtors made a good-faith effort to identify all providers of Utility Services, certain Utility Companies may have been inadvertently omitted from the Utility Company List. Should the Debtors identify additional Utility Companies, the Debtors seek authority to amend or supplement the Utility Company List. The Debtors will file any such amendments and serve copies of the Motion, the Proposed Interim Order or the Proposed Final Order (if and when entered), and the amended Utility Company List, on such newly-identified Utility Companies.

17. The Debtors request that the terms of any utilities services order and Adequate Assurance Procedures apply to any subsequently identified Utility Company; *provided*, *however*, that if a Utility Company is added to the Utility Company List, the Debtors will, within 10 days of adding the Utility Company to the Utility Company List, increase the amount of the Adequate Assurance Deposit by an amount equal to the two-week expenditure for the Utility Services provided by such Utility Company, calculated as a historical average during the twelve-month period prior to the Petition Date.

E. Prohibition on Altering, Refusing, or Discontinuing Service.

18. The Debtors request that, following entry of the Proposed Interim Order and Proposed Final Order, and pending resolution of any Additional Assurance Request, the Utility Companies, regardless of when they were added to the Utility Company List, shall be prohibited from (i) discriminating against the Debtors, (ii) altering, refusing, or discontinuing service to the Debtors, or (iii) requiring payment of a deposit or other security for postpetition Utility Services, other than the Adequate Assurance Deposit, as a result of the Debtors' bankruptcy filings or any outstanding prepetition invoices, subject to any further order(s) of the Court.

RELIEF REQUESTED

19. The Debtors seek entry of the Proposed Interim Order and the Proposed Final Order, pursuant to sections 105(a) and 366 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rule 9013-1(m), (i) approving the amount of the Adequate Assurance Deposit, (ii) establishing procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance or Additional Assurance Requests, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing services, and (iv) granting related relief. In addition, the Debtors request that the Court schedule a final hearing to approve the relief requested herein on a final basis.

BASIS FOR RELIEF

I. The Proposed Adequate Assurance Provides Utility Companies with Adequate Assurance of Payment.

20. Section 366 of the Bankruptcy Code protects a debtor, after the petition date, from the immediate termination or alteration of utility services. *See* 11 U.S.C. § 366. The policy underlying section 366 ensures that a debtor will receive uninterrupted utility services after filing a bankruptcy case, so long as the utility company receives adequate assurance that the

debtor will pay for postpetition services. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306; *see also In re Jones*, 369 B.R. 745, 748 (B.A.P. 1st Cir. 2007) ("The purpose of § 366 is 'to prevent the threat of termination from being used to collect pre-petition debts while not forcing the utility to provide services for which it may never be paid.'") (quoting *Begley v. Philadelphia Elec. Co.*, 760 F.2d 46, 49 (3d Cir. 1985)). The relief requested in this Motion is consistent with the policy underlying section 366 of the Bankruptcy Code.

21. To avail itself of the protections of section 366 of the Bankruptcy Code, a debtor must furnish adequate assurance of payment within 20 days after the entry of the order for relief in the form of a deposit or other security for postpetition service. 11 U.S.C. § 366(b). Section 366(c)(1)(A) of the Bankruptcy Code defines "assurance of payment" to include, among other things, "a cash deposit." 11 U.S.C. § 366(c)(1)(A)(i). While the form of "adequate assurance" of payment can vary, it must be "satisfactory" to the utility provider. 11 U.S.C. § 366(c)(2). When determining whether assurance of payment is "adequate" or "satisfactory," courts look to the totality of the circumstances to make an informed decision regarding whether the utility provider will be subject to an unreasonable risk of nonpayment. *See In re Keydata Corp.*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) (citing *In re Cunha*, 1 B.R. 330 (Bankr. E.D. Va. 1979)); *In re Adelphia Bus. Sols., Inc.*, 280 B.R. 63, 82–83 (Bankr. S.D.N.Y. 2002) (finding that "the heart of the inquiry . . . is the examination of the totality of the circumstances to make an informed judgment as to whether or not the utilities would be subject to an unreasonable risk of payment"). The right to "adequate assurance," however, does not constitute an absolute guarantee of a debtors' ability to pay. *See, e.g., Long Island Lighting Co. v. Great Atl. & Pac. Tea Co. (In re Great Atl. & Pac. Tea Co.)*, 2011 WL 5546954, at *5 (Bankr. S.D.N.Y. Nov. 14, 2011) (finding that "[c]ourts

will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full").

22. Here, the Debtors propose to place a deposit into the Adequate Assurance Account, for the benefit of the Utility Companies, in an amount equal to the Debtors' aggregate two-week cost of Utility Services for all of the Utility Companies on the Utility Company List, calculated from a historical monthly average during the twelve-month period prior to the Petition Date. Accordingly, the Proposed Adequate Assurance provides the Utility Companies with adequate assurance of payment consistent with the requirements of section 366 of the Bankruptcy Code.

II. The Debtors' Proposed Adequate Assurance Procedures Properly Balance the Interests of the Utility Companies and Those of the Debtors and Their Estates.

23. The Court should also approve the Debtors' proposed Adequate Assurance Procedures because they appropriately balance the Utility Companies' need for a fair and orderly process for seeking modification of the Proposed Adequate Assurance, while allowing the Debtors to address Additional Assurance Requests in an organized manner at a critical juncture in these Chapter 11 Cases.

24. Specifically, courts are permitted to fashion reasonable procedures, such as the Adequate Assurance Procedures proposed herein, to implement the protections afforded by section 366 of the Bankruptcy Code. *See, e.g., In re Circuit City Stores, Inc.*, 2009 WL 484553, at *5 (Bankr. E.D. Va. Jan. 14, 2009) (stating that "[t]he plain language of § 366 of the Bankruptcy Code allows the Court to adopt the Procedures set forth in the Utility Order"). Such procedures are important because, without them, debtors "could be forced to address numerous requests by utility companies in an unorganized manner at a critical period in their efforts to reorganize." *Id*. Here, notwithstanding a determination that the Debtors' Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights the Utility Companies believe they have under

sections 366(b) and (c)(2) of the Bankruptcy Code are wholly preserved under the Adequate Assurance Procedures. The Utility Companies still may choose, in accordance with the established Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance.

25. Because the Adequate Assurance Procedures are reasonable and in accord with the purposes of section 366 of the Bankruptcy Code, the Court should grant the relief requested herein. Indeed, similar procedures have been approved by courts in this district. *See, e.g.*, *In re Apple Tree Life Sciences, Inc.*, No. 25-12177 (LSS) (Bankr. D. Del. Jan. 20, 2026) [Docket No. 191] (approving adequate assurance deposit of flat fee of $5,000); *In re Brightmark Plastics Renewal LLC*, No. 25-10472 (LSS) (Bankr. D. Del. Apr. 10, 2025) [Docket No. 119] (approving adequate assurance deposit equal to approximately one-half of the debtors' monthly utility expenses); *In re Nikola Corp.*, No. 25-10258 (TMH) (Bankr. D. Del. Mar. 19, 2025) [Docket No. 196] (same); *In re Zurvita Holdings, Inc.*, No. 24-12823 (MFW) (Bankr. D. Del. Jan. 16, 2025) [Docket No. 87] (same); *In re Biolase, Inc.*, No. 24-12245 (KBO) (Bankr. D. Del. Oct. 25, 2024) [Docket No. 150] (same).[5]

26. Finally, the Court possesses the power, under section 105(a) of the Bankruptcy Code, to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). The Adequate Assurance Procedures and the Proposed Adequate Assurance are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366. Accordingly, the Court should exercise its powers under sections 366 and 105(a) of the Bankruptcy Code and approve both the Adequate Assurance Procedures and the Proposed Adequate Assurance.

[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.

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

RESERVATION OF RIGHTS

28. 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

29. 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.

30. 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

31. Notice of this Motion will be provided to the following parties or their respective counsel: (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 Internal Revenue Service; (g) the United States Attorney's Office for the District of Delaware; (h) the state attorneys general for all states in which the Debtors conduct business; (i) banks and financial institutions where the Debtors maintain accounts; (j) the Utility Companies; and (k) 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 the entry of an order with respect to 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). The Debtors respectfully submit that, in light of the nature of the relief requested, no 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) 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

Upon the motion (the "'Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order"), (i) approving the proposed form of adequate assurance of payment to the Utility Companies, (ii) establishing procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing services, and (iv) 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 this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this

[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 otherwise defined herein shall have the meanings ascribed to them in the Motion.

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 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 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 (the "Final 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 shall cause a copy of the Motion and this Interim Order to be served on each Utility Company listed on the Utility Company List no later than 2 business days after the date this Interim Order is entered.

4. The Proposed Adequate Assurance constitutes "adequate assurance of payment" for purposes of Bankruptcy Code section 366 on an interim basis.

5. Within 10 days after entry of this Interim Order, the Debtors shall place a deposit in the amount of $29,900 (the "Adequate Assurance Deposit") into an interest-bearing, segregated account at a bank that has entered into a Uniform Depository Agreement with the U.S. Trustee (the "Adequate Assurance Account"), *provided, however*, that to the extent any Utility Company receives any other value from the Debtors as adequate assurance of payment, the Debtors may, with the consent of the Utility Company, reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account on account of such Utility Company by the amount of such other value.

6. The Adequate Assurance Deposit shall be held for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services to the Debtors.

7. The following Adequate Assurance Procedures are approved on an interim basis:

(a) Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional

adequate assurance (an "Additional Assurance Request") so that it is actually received by the Notice Parties.

(b) An Additional Assurance Request must (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (iv) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; and (v) set forth why the Utility Company believes that the Proposed Adequate Assurance is not sufficient adequate assurance of payment.

(c) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have 20 days from the receipt of such Additional Assurance Request (the "Resolution Period") to negotiate with the Utility Company to resolve the Utility Company's Additional Assurance Request; *provided that*, the Debtors and the Utility Company may extend the Resolution Period by mutual agreement.

(d) The Debtors may, without further order of the Court, resolve any Additional Assurance Request by mutual agreement with a Utility Company and, the Debtors may, in connection with any such agreement, provide a Utility Company with additional adequate assurance of payment, including cash deposits, prepayments, and other forms of security if the Debtors believe such additional assurance is reasonable.

(e) If the Debtors determine in their business judgment that the Additional Assurance Request is not reasonable and is not able to reach an alternative resolution with the Utility Company during the Resolution Period, then the Debtors, during or immediately after the Resolution Period, will request a hearing (the "Determination Hearing") before the Court to determine the adequacy of assurances of payment with respect to that Utility Company pursuant to section 366(c)(3) of the Bankruptcy Code. The Determination Hearing shall be held at the next regularly-scheduled omnibus hearing in these Chapter 11 Cases unless the Court orders otherwise.

(f) Pending resolution of a dispute scheduled for a Determination Hearing or entry of the Proposed Final Order, the Utility Company filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services, (ii) a pending Additional Assurance Request, or (iii) any objections filed in response to the Proposed Adequate Assurance.

(g) All Utility Companies shall be deemed to have adequate assurance of payment under section 366 of the Bankruptcy Code unless and until (i) the Debtors agree in writing to (A) an Additional Assurance Request, or (B) a

form of alternative adequate assurance with the Utility Company during the Resolution Period; or (ii) the Court enters an order at any Determination Hearing requiring that additional adequate assurance of payment be provided.

(h) The portion of the Adequate Assurance Deposit attributable to each Utility Company (including any additional amount deposited upon request of any applicable Utility Company), or any portion thereof, shall revert to the Debtors less any amounts owed on account of unpaid, postpetition Utility Services, by no later than 5 business days following the earlier of (i) the date upon which the Debtors reconcile and pay the Utility Company's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Company; (ii) the effective date of any chapter 11 plan confirmed in these Chapter 11 Cases; or (iii) the date of closure of these Chapter 11 Cases.

8. Absent further order of this Court, all Utility Companies, including any subsequently added Utility Company, are prohibited from altering, refusing, discontinuing service to, or discriminating against, the Debtors on account of any unpaid prepetition charges, the commencement of these Chapter 11 Cases, or any perceived inadequacy of the Adequate Assurance Deposit, and from requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than in accordance with the Adequate Assurance Procedures contained herein. The Utility Companies are also prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, other than as agreed to by the Debtors in accordance with the Adequate Assurance Procedures or as permitted by section 366(c)(4) of the Bankruptcy Code with respect to a security deposit provided prepetition. Nothing herein shall impair the rights of any utility provider under Section 366(c)(4) of the Bankruptcy Code.

9. The inclusion of any entity on, or the omission of any entity from, the Utility Company List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code.

10. The Debtors may, subject to the terms of this Interim Order, amend or supplement the Utility Company List to add any Utility Company. The Debtors shall file any such amended or supplemental Utility Company List with the Court, and serve a copy of the Motion, this Interim Order, and the amended Utility Company List on any Utility Company that is added to the Utility Company List. Within 10 days from the time a Utility Company is added to the Utility Company List, the Debtors shall increase the Adequate Assurance Deposit in an amount equal to the Debtors' average two-week cost of Utility Services provided by such Utility Company added to the Utility Company List, calculated as a historical average during the twelve-month period prior to the Petition Date. Any Utility Company added to the Utility Company List shall be permitted to make an Additional Assurance Request according to the Adequate Assurance Procedures.

11. The Debtors may remove a Utility Company from the Utility Company List by filing with the Court a notice of an amended Utility Company List identifying the Utility Company to be removed, and serving a copy of such notice of amended Utility Company List on the Utility Company to be removed. The Utility Company shall have 14 days after service of the notice of amended Utility Company List upon such Utility Company to object to its removal from the Utility Company List. If the Utility Company does not timely object to its removal from the Utility Company List, the Utility Company's removal from the Utility Company List shall be immediately and automatically effective. If a Utility Company timely objects to its removal from the Utility Company List, the Debtors shall request a hearing before this Court at the next omnibus hearing date in these Chapter 11 Cases, not less than 14 days after the objection is filed, or such other date that the Debtors and the Utility Company may agree, and the Utility Company's removal from the Utility Company List shall not be effective until such objection has been resolved either consensually or by order of this Court.

12. In the event a Utility Company is removed from the Utility Company List pursuant to the terms of this Interim Order, (i) the Debtors are authorized to reduce the amount of the Adequate Assurance Deposit by the amount that was attributable to the removed Utility Company and such amount will be promptly returned to the Debtors without further order of the Court, and (ii) if the removed Utility Company received any additional amount of adequate assurance from the Debtors, the removed Utility Company shall promptly return such amounts to the Debtors (but in no event later than 5 business days after the Utility Company is removed from the Utility Company List).

13. Subject to any further order of the Court, this Interim Order and the Adequate Assurance Procedures shall be binding on all Utility Companies and any Utility Company subsequently added to the Utility Company List, *provided, however,* that this Interim Order is not binding on any Utility Company that has not been served with this Interim Order.

14. This Interim Order is without prejudice to any party's rights to contest any amount owed to a Utility Company. Nothing in this Interim Order or the Motion shall be deemed to constitute postpetition assumption of any agreement under section 365 of the Bankruptcy Code.

15. In accordance with this Interim Order and any other order of this Court, each of the financial institutions at which the Debtors maintain their accounts relating to the provision of payment of adequate assurance as provided in this Interim Order is authorized to honor checks and electronic payment requests presented for the provision of adequate assurance as provided in this Interim Order and all funds transfer requests made by the Debtors related thereto to the extent that sufficient funds are on deposit in such amounts.

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 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.

17. 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.

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

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

21. 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) 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

Upon the motion (the "'Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Final Order") (i) approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies; (ii) establishing procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance; and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing services, and (iv) 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 this

[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 or the Interim Order, as applicable.

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 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 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 Proposed Adequate Assurance constitutes "adequate assurance of payment" for purposes of Bankruptcy Code section 366 on a final basis.

3. The Adequate Assurance Deposit shall be held at a bank that has entered into a Uniform Depository Agreement with the U.S. Trustee for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services to the Debtors as required under section 366 of the Bankruptcy Code, *provided, however*, that to the extent any Utility Company receives any other value from the Debtors as adequate assurance of payment, the Debtors may, with the consent of the Utility Company, reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account on account of such Utility Company by the amount of such other value.

4. The following "Adequate Assurance Procedures" are hereby approved on a final basis:

(a) Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional adequate assurance (an "Additional Assurance Request") on the Notice Parties.

(b) An Additional Assurance Request must (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (iv) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; and (v) set forth why the Utility Company believes that the Proposed Adequate Assurance is not sufficient adequate assurance of payment.

(c) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have 20 days from the receipt of such Additional Assurance Request (the "Resolution Period"), to negotiate with the Utility Company to resolve the Utility Company's Additional Assurance Request; *provided that*, the Debtors and the Utility Company may extend the Resolution Period by mutual agreement.

(d) The Debtors may, without further order of the Court, resolve any Additional Assurance Request by mutual agreement with a Utility Company and the Debtors may, in connection with any such agreement, provide a Utility Company with additional adequate assurance of payment, including cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtors believe such additional assurance is reasonable.

(e) If the Debtors determine in their business judgment that the Additional Assurance Request is not reasonable and is not able to reach an alternative resolution with the Utility Company during the Resolution Period, then the Debtors, during or immediately after the Resolution Period, will request a hearing (the "Determination Hearing") before the Court to determine the adequacy of assurances of payment with respect to that Utility Company pursuant to section 366(c)(3) of the Bankruptcy Code. The Determination Hearing shall be held at the next regularly-scheduled omnibus hearing in these Chapter 11 Cases, unless the Court orders otherwise.

(f) Pending resolution of a dispute scheduled for a Determination Hearing, the Utility Company filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services, (ii) pending Additional Assurance Request, or (iii) any objections filed in response to the Proposed Adequate Assurance.

(g) All Utility Companies shall be deemed to have adequate assurance of payment under section 366 of the Bankruptcy Code unless and until (i) the Debtors agree in writing to (A) an Additional Assurance Request, or (B) a form of alternative adequate assurance with the Utility Company during the Resolution Period; or (ii) the Court enters an order at any Determination Hearing requiring that additional adequate assurance of payment be provided.

(h) The portion of the Adequate Assurance Deposit attributable to each Utility Company (including any additional amount deposited upon request of any applicable Utility Company), or any portion thereof, shall revert to the Debtors less any amounts owed on account of unpaid, postpetition Utility Services, by no later than 5 business days following the earlier of (i) the date upon which the Debtors reconcile and pay the Utility Company's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Company; (ii) the effective date of any chapter 11 plan confirmed in these Chapter 11 Cases; or (iii) the date of closure of these Chapter 11 Cases.

5. Absent further order of this Court, all Utility Companies, including any subsequently added Utility Company, are prohibited from altering, refusing, discontinuing service to, or discriminating against, the Debtors on account of any unpaid prepetition charges, the commencement of these Chapter 11 Cases, or any perceived inadequacy of the Adequate Assurance Deposit, and from requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than in accordance with the Adequate Assurance Procedures contained herein. The Utility Companies are also prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, other than as agreed to by the Debtors in accordance with the Adequate Assurance Procedures or as permitted by section 366(c)(4) of the Bankruptcy Code with respect to a security deposit provided prepetition. Nothing herein shall impair the rights of any utility provider under Section 366(c)(4) of the Bankruptcy Code.

6. The inclusion of any entity on, or the omission of any entity from, the Utility Company List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code.

7. The Debtors may, subject to the terms of this Final Order, amend or supplement the Utility Company List to add any Utility Company. The Debtors shall file any such amended or supplemental Utility Company List with the Court, and serve a copy of the Motion, this Final Order, and the amended Utility Company List on any Utility Company that is added to the Utility Company List. Within 10 days from the time a Utility Company is added to the Utility Company List, the Debtors shall increase the Adequate Assurance Deposit in an amount equal to the Debtors' average two-week cost of Utility Services provided by such Utility Company added to the Utility Company List, calculated as a historical average over the twelve-month period prior to the Petition Date. A Utility Company added to the Utility Company List shall be permitted to make an Additional Assurance Request according to the Adequate Assurance Procedures.

8. The Debtors may remove a Utility Company from the Utility Company List by filing with the Court a notice of an amended Utility Company List identifying the Utility Company to be removed, and serving a copy of such notice of amended Utility Company List on the Utility Company to be removed. The Utility Company shall have 14 days after service of the notice of amended Utility Company List upon such Utility Company to object to its removal from the Utility Company List. If the Utility Company does not timely object to its removal from the Utility Company List, the Utility Company's removal from the Utility Company List shall be immediately and automatically effective. If a Utility Company timely objects to its removal from the Utility Company List, the Debtors shall request a hearing before this Court at the next omnibus hearing date in these Chapter 11 Cases, not less than 14 days after the objection is filed, or such other date

that the Debtors and the Utility Company may agree, and the Utility Company's removal from the Utility Company List shall not be effective until such objection has been resolved either consensually or by order of this Court.

9. In the event a Utility Company is removed from the Utility Company List pursuant to the terms of this Final Order, (i) the Debtors are authorized to reduce the amount of the Adequate Assurance Deposit by the amount that was attributable to the removed Utility Company and such amount will be promptly returned to the Debtors without further order of the Court, and (ii) if the removed Utility Company received any adequate assurance amounts from the Debtors, the removed Utility Company shall promptly return such amounts to the Debtors (but in no event later than 5 business days after the Utility Company is removed from the Utility Company List).

10. This Final Order shall be binding on all Utility Companies, regardless of when a Utility Company was added to the Utility Company List, *provided, however,* that this Final Order is not binding on any Utility Company that has not been served with this Final Order.

11. This Final Order is without prejudice to any party's rights to contest any amount owed to a Utility Company. Nothing in this Final Order or the Motion shall be deemed to constitute postpetition assumption of any agreement under Bankruptcy Code section 365.

12. In accordance with this Final Order and any other order of this Court, each of the financial institutions at which the Debtors maintain their accounts relating to the provision of payment of adequate assurance as provided in this Final Order is authorized to honor checks and electronic payment requests presented for the provision of adequate assurance as provided in this Final Order and all funds transfer requests made by the Debtors related thereto to the extent that sufficient funds are on deposit in such amounts.

13. 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.

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

15. 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.

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

17. 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

Utility Company List

Utility Company	Utility Provider Address	Service Type	Proposed Adequate Assurance
ADT Security Services	452 Sable Boulevard, Unit G Aurora, CO 80011	Security	$41.50
Atlantic Broadband	43920 Airport View Drive Hollywood, MD 20636-3105	Telecommunications	$184.50
Comcast	676 Island Pond Road Manchester, NH 03109 -and- 1475 Woodfield, #450 Schaumburg, IL 60173-4980	Telecommunications	$623.00
ComEd	P.O. Box 6111 Carol Stream, IL 60197-6111	Electricity	$4,173.00
Direct TV	Commercial Accounts P.O. Box 5007 Carol Stream, IL 60197-5007	Cable TV	$479.00
Extrity, LLC	625 West Adams Street, Floor 18 Chicago, IL 60661	Security	$3,332.00
FPL	General Mail Facility Miami, FL 33188-0001	Electricity	$2,454.50
Gas South	P.O. Box 530552 Atlanta, GA 30353-0552	Gas	$540.00
Granite Telecommunications	1 Heritage Drive Quincy, MA 02171	Telecommunications	$798.00
LA Department of Watter and Power	P.O. Box 515407 Los Angeles, CA 90051-6707	Water & Sewer	$707.50
LRS	5500 Pearl Street, Suite 300 Rosemont, IL 60018-5303	Waste Removal	$959.00
Peoples Gas	P.O. Box 1110 Glenview, IL 60025-8110	Gas	$1,103.50
Pepco	P.O. Box 13608 Philadelphia, PA 19101	Electricity	$10,777.50
Ring Central	20 Davis Drive Belmont, CA 94002	Telecommunications	$680.50
Slang AI	85 Broad Street, Floor 17 New York, NY 10004	Telecommunications	$487.50

Utility Company	Utility Provider Address	Service Type	Proposed Adequate Assurance
SoCalGas	P.O. Box C Monterey Park, CA 91756-5111	Gas	$1,108.50
Teco Gas	P.O. Box 31318 Tampa, FL 33631-3318	Gas	$535.00
Washington Gas	6801 Industrial Road Springfield, VA 22151	Gas	$915.50
TOTAL			$29,900.00