Docket #0011 Date Filed: 9/21/2026

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

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| 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 MAINTENANCE, ADMINISTRATION, AND CONTINUATION OF DEBTORS' CUSTOMER PROGRAMS AND (II) 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 maintain and administer certain customer programs in the ordinary course of business and in a manner consistent with past practice as described herein, (ii) authorizing, but not directing, the Debtors to continue, replace, implement, modify, and/or terminate one or more of the customer programs, in each case as the Debtors deem appropriate in their business judgment and in the ordinary course of business, without further Court order, 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, 1107, and 1108 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).

## BACKGROUND

5. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107 and 1108 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). 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]

## THE CUSTOMER PROGRAMS

8. In the ordinary course of business, the Debtors issue gift cards and maintain customer reward programs through certain vendors (the "Customer Programs"). Maintaining the loyalty and goodwill of their restaurant customers is essential to the Debtors' business, which in turn will help effectuate a successful sale process in these Chapter 11 Cases. The Debtors must maintain positive customer relationships and their reputation for reliability to ensure that their customers continue to patronize the Debtors' restaurants during the pendency of these Chapter 11 Cases.

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

**A. Gift Card Program**

9. In the ordinary course of business, the Debtors issue gift cards and seek to continue to honor the issued gift cards (the "Gift Card Program") during the pendency of these Chapter 11 Cases. The Gift Card Program allows customers to purchase and redeem gift cards and is critical to maintaining the goodwill of the Debtors' customer base. Without the Gift Card Program, current and potential customers may be unwilling to purchase from the Debtors, which could lead to a potentially significant decline in revenues, to the detriment of the Debtors' estates. As of the Petition Date, the Debtors estimate that they have approximately $55,000 in outstanding obligations arising under or in connection with the Gift Card Program. Accordingly, the Debtors respectfully request authority to honor the Gift Card Program.

**B. Refunds**

10. In the ordinary course of business, the Debtors may offer refunds to customers that contact the Debtors to raise issues regarding their experience at one of the Debtors' locations (the "Refunds"). The Debtors issue Refunds in the hopes of retaining the customer as a future guest and maintaining the Debtors' brand reputation. Refunds may be issued by gift card or credit card refund. The Debtors incur *de minimis* amounts of Refunds each month. The Debtors believe that continuing to honor requests for Refunds, if and when they arise, is essential to maintaining their relationships with customers. Accordingly, the Debtors seek the authority to continue, in their discretion, honoring requests for Refunds in the ordinary course of business, consistent with past practices, including honoring postpetition requests for Refunds based on experiences that preceded the Petition Date.

**C. InKind Program**

11. The Debtors' primary customer credit and reward program is managed by inKind Cards Inc. ("InKind"). Pursuant to that certain Credit Purchase Agreement dated June 27, 2025, by and between certain Debtors and InKind, InKind issued a working capital loan to the Debtors in exchange for food and beverage credits (the "Credits"). Customers who purchase Credits from InKind may then redeem the Credits at the Debtors' restaurants (the "InKind Program"). As of the Petition Date, approximately (1) $872,738 in Credits have been purchased and redeemed by customers, and (2) $3,115,674 in unsold and unredeemed Credits remain outstanding under the InKind Program. The Debtors seek authorization to continue honoring their prepetition and post-petition obligations in connection with the InKind Program in the ordinary course, including allowing customers to redeem Credits at the Debtors' restaurant locations to avoid damaging customer goodwill and loyalty.

**D. Rewards Network Program**

12. In relation to the Customer Programs, prior to the Petition Date, the Debtors entered into a marketing agreement with Rewards Network Establishment Services Inc. ("Rewards Network"), pursuant to which Rewards Network provides marketing and customer loyalty services for the Debtors' participating restaurant locations (the "Rewards Network Program"). Rewards Network markets the Debtors' restaurants to members of dining rewards programs that it operates directly or administers for its loyalty-program partners, including major airline and hotel programs. The Debtors pay Rewards Network approximately $1,000 on a weekly basis to remain in good standing with the Rewards Network Program. The program drives customer traffic to the Debtors' restaurants from a national base of loyalty-program members, and the Debtors believe

uninterrupted participation in the Rewards Network Program will facilitate customer goodwill and maximize revenues during these Chapter 11 Cases.

13. The Debtors estimate that, as of the Petition Date, they do not owe any prepetition amounts on account of the Rewards Network Program. By this Motion, the Debtors seek authority, but not direction, to continue the Rewards Network Program, which costs approximately $1,000 weekly to maintain, in the ordinary course. The Debtors submit that the amount to maintain the Rewards Network is *de minimis* in comparison to the goodwill that is at risk or potential loss of revenues if there is an interruption in such services to the Debtors. Accordingly, the Debtors submit that it is appropriate that they be authorized to pay all amounts arising under or in connection with the Rewards Network Program in the ordinary course and in the Debtors' business judgment.

## RELIEF REQUESTED

14. The Debtors seek entry of the Proposed Interim Order and Proposed Final Order (i) authorizing, but not directing, the Debtors to maintain and administer certain customer programs in the ordinary course of business and in a manner consistent with past practice as described herein, (ii) authorizing, but not directing, the Debtors to continue, replace, implement, modify, and/or terminate one or more of the Customer Programs, in each case as the Debtors deem appropriate in their business judgment and in the ordinary course of business, without further Court order, (iii) authorize all of the Debtors' banks (the "Banks") to honor and process check and electronic transfer requests related to the foregoing, and (iv) granting related relief.

15. The Customer Programs allow the Debtors to meet competitive pressures, ensure customer satisfaction, and generate customer goodwill, thereby enhancing the likelihood of the Debtors' sale process culminating in a value maximizing transaction. For the reasons set forth

herein, the Debtors submit that the relief requested is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, and should, therefore, be granted.

16. Finally, the Debtors request that the Court schedule a final hearing to approve the relief requested in this Motion on a final basis.

## BASIS FOR RELIEF

### I. Maintaining and Honoring Customer Programs Is Warranted Under Section 363(b)(1) of the Bankruptcy Code and the Doctrine of Necessity.

17. The Court may grant the relief requested herein pursuant to sections 363 and 105(a) of the Bankruptcy Code. Section 363(b) of the Bankruptcy Code provides, in relevant part, that "[t]he [debtor], 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). Under section 363(b) of the Bankruptcy Code, a court may authorize a debtor to pay certain prepetition claims if a sound business purpose exists for doing so. *See In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (internal citations omitted) (requiring that debtor show a "sound business purpose" to justify its actions under section 363 of Bankruptcy Code); *see also In re Phoenix Steel Corp.*, 82 B.R. 334, 335-36 (Bankr. D. Del. 1987). Moreover, if "the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task").

18. In addition, the Court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein, because such relief is necessary for the Debtors to carry out their fiduciary duties under section 1107(a) of the

Bankruptcy Code. Section 105(a) of the Bankruptcy Code empowers bankruptcy courts 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); *see In re Ionosphere Clubs*, *Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (applying section 105(a) to justify an order authorizing the payment of certain prepetition wages, salaries, medical benefits, and business expense claims to debtor's employees). Section 1107(a) of the Bankruptcy Code "contains an implied duty of the debtor-in-possession" to act as a fiduciary to "protect and preserve the estate, including an operating business' going-concern value," on behalf of a debtor's creditors and other parties in interest. *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); *see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232-33 (Bankr. S.D.N.Y. 1998) ("[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee."). Courts have consistently permitted 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.*, *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that "if payment of a claim which arose prior to reorganization is essential to the continued operation of the . . . [business] during reorganization, payment may be authorized even if it is made out of [the] corpus").

19. The Court may also authorize the payment of prepetition claims in appropriate circumstances under section 105(a) of the Bankruptcy Code and the doctrine of necessity, when such payment is essential to the continued operation of a debtor's business. *See*, *e.g.*, *In re Just for Feet*, *Inc.*, 242 B.R. 821, 824-25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code provides a statutory basis for payment of prepetition claims under the doctrine of necessity

and noting that "[t]he 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 Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994) (confirming that the doctrine of necessity is standard in the Third Circuit for enabling a court to authorize payment of prepetition claims prior to confirmation of a plan).

20. Accordingly, the Court has authority to authorize the Debtors to continue the Customer Programs, pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. Further, the Customer Programs are standard in the Debtors' industry. They allow the Debtors to meet competitive pressures, ensure customer satisfaction, and generate customer goodwill, thereby enhancing revenue.

21. The Debtors submit that the substantial benefit conferred on the Debtors' estates by the Customer Programs substantially outweighs the costs associated therewith. Accordingly, the Debtors respectfully request authority to continue the Customer Programs, all in the Debtors' sole discretion, up to the aggregate amount of $57,000 during the Interim Period, and in the ordinary course of business in a manner consistent with past practice on a final basis. In addition, the Debtors respectfully request authority to continue, replace, implement, modify, and/or terminate one or more of the Customer Programs, in each case, as the Debtors deem appropriate in their business judgment and in the ordinary course of business, without further Court order.

22. The importance of satisfying obligations related to a debtor's customers has been repeatedly recognized by courts in this District, and such courts have granted relief similar to the relief requested herein. *See, e.g.*, *In re CHG US Holdings LLC*, No. 25-10851 (MFW) (Bankr. D. Del. May 12, 2025) (authorizing the debtors to honor customer-related obligations in the ordinary course of business and to honor prepetition obligations related to same); *In re Nikola Corp.*,

No. 25-10258 (TMH) (Bankr. D. Del. Mar. 17, 2025) (same); *In re Zurvita Holdings, Inc.*, No. 24-12823 (MFW) (Bankr. D. Del. Jan. 16, 2025) (same); *In re Supply Source Enterprises, Inc.*, No. 24-11054 (BLS) (Bankr. D. Del. June 13, 2024) (same); *In re The Rockport Company, LLC*, No. 23-10774 (KBO) (Bankr. D. Del. July 10, 2023) (same).[3]

**RESERVATION OF RIGHTS**

23. 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

[3] 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.

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**

24. 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.

25. 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**

26. Notice of this Motion will be provided to: (a) the Office of the U.S. Trustee for the District of Delaware; (b) the Debtors' twenty (20) largest unsecured creditors; (c) the Internal Revenue Service; (d) the Securities and Exchange Commission; (e) the United States Attorney's

Office for the District of Delaware; (f) the state attorneys general for all states in which the Debtors conduct business; (g) the DIP Secured Parties; (h) the Prepetition Secured Parties; (i) CNB; (j) InKind; (k) Rewards Network; (l) the Banks; and (m) 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 grant (i) the relief requested in this Motion by entering the Proposed Interim Order and Proposed Final Order, substantially in the forms attached as **Exhibit A** and **Exhibit B**, and (ii) such other and further relief as this Court deems 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**

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|---|---|
| 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 MAINTENANCE, ADMINISTRATION, AND CONTINUATION OF CERTAIN OF DEBTORS' CUSTOMER PROGRAMS AND (II) 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) authorizing, but not directing, the Debtors to maintain and administer certain customer programs in the ordinary course of business and in a manner consistent with past practice as described herein (collectively, the "Customer Programs"), (ii) authorizing, but not directing, the Debtors to continue, replace, implement, modify, and/or terminate one or more of the Customer Programs, in each case as the Debtors deem appropriate in their business judgment and in the ordinary course of business, without further Court order, 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*

[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.

*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 this Court having found that venue of these 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 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 P.C., 500 Delaware Avenue, Suite 600, 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 on an interim basis, but not directed, to maintain and administer their Customer Programs, in the ordinary course of business and in a manner consistent with past practice. The Debtors are authorized on an interim basis to honor all obligations arising under or in connection with the Customer Programs attributable to the prepetition period, provided that payments on account of any such obligations shall not exceed $57,000 during the Interim Period. The Debtors shall not continue, replace, implement, modify, and/or terminate one or more of the Customer Programs without the prior written consent of the Prepetition Secured Parties and the DIP Secured Parties.

4. 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.

5. 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.

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

7. 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.

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

9. 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 MAINTENANCE, ADMINISTRATION, AND CONTINUATION OF CERTAIN OF DEBTORS' CUSTOMER PROGRAMS AND (II) 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) authorizing, but not directing, the Debtors to maintain and administer certain customer programs in the ordinary course of business and in a manner consistent with past practice as described herein (collectively, the "Customer Programs"), (ii) authorizing, but not directing, the Debtors to continue, replace, implement, modify, and/or terminate one or more of the Customer Programs, in each case as the Debtors deem appropriate in their business judgment and in the ordinary course of business, without further Court order, 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*

[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.

*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 this Court having found that venue of these 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. All objections to entry of this Final Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are authorized, in their business judgment and reasonable discretion, to continue to honor and maintain their Customer Programs, in the ordinary course of business and in a manner consistent with past practice. The Debtors are authorized to honor all obligations arising under or in connection with the Customer Programs attributable to the prepetition period. The Debtors shall not continue, replace, implement, modify, and/or terminate one or more of the Customer Programs without the prior written consent of the Prepetition Secured Parties and the DIP Secured Parties.

4. 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.

5. 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.

6. 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.

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

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