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 (BLS)
Debtors.	(Joint Administration Requested)
	Hearing Date: To Be Determined **Objection Deadline: October 5, 2026 at 4:00 p.m. (ET)**

DEBTORS' FIRST MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN UNEXPIRED LEASES AND EXECUTORY CONTRACTS EFFECTIVE AS OF THE PETITION DATE; (II) ABANDONING ANY REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES; AND (III) GRANTING RELATED RELIEF

****ANY PARTY RECEIVING THIS MOTION SHOULD CAREFULLY REVIEW EXHIBIT 1 AND EXHIBIT 2 TO THE PROPOSED ORDER ATTACHED HERETO AS EXHIBIT A TO DETERMINE WHETHER IT IS A COUNTERPARTY TO A REJECTED LEASE OR CONTRACT THAT IS THE SUBJECT OF THE RELIEF REQUESTED IN THIS MOTION****

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), (i) authorizing the Debtors to reject certain Leases and Contracts (each as defined herein), identified on **Exhibit 1** and **Exhibit 2** to the Proposed Order, respectively, effective as of the Petition Date (as defined herein); (ii) authorizing the Debtors to abandon any remaining personal

[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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property located at the leased premises; and (iii) granting related relief. In support of this motion (this "Motion"), the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this "Court") has jurisdiction over the above-captioned chapter 11 cases (these "Chapter 11 Cases"), the Debtors, property of the Debtors' estates, and these matters under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

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

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

4. The statutory bases for the relief requested herein are sections 105(a), 363(b), 365, and 554 of title 11 of the United States Code (the "Bankruptcy Code") and rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

GENERAL BACKGROUND

4. 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.

5. 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.

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

FACTS RELEVANT TO THIS MOTION

7. As further described in the First Day Declaration, prior to the Petition Date, the Debtors closed their restaurant locations in Los Angeles, California; Denver, Colorado; and Miami Florida. Accordingly, the Debtors are party to certain unexpired leases, listed on **Exhibit 1** to the Proposed Order (the "Leases"), and executory contracts for services and goods, listed on **Exhibit**

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

2 (the "Contracts"), associated with those, now closed, restaurants. Due to the closure of those restaurant locations, the Debtors are no longer in need of those Leases and Contracts and, thus, have determined that they are no longer necessary or beneficial to these Chapter 11 Cases.

8. Regarding the Leases, the Debtors vacated those locations (the "Premises") prior to the Petition Date. Specifically, Debtor Yardbird Beverly Hills, LLC vacated its Premises no later than August 2026; Debtor Yardbird Denver LLC vacated its Premises in October 2025; and Debtor Southern Operations, LLC vacated its Premises in August 2026. To the best of the Debtors' knowledge, the Debtors returned the Premises to those lease counterparties (the "Landlords") and relinquished keys, keycodes, and other access information back to such Landlords prior to the Petition Date. Accordingly, the Debtors have determined to reject the Leases and abandon all personal property, if any, located at the Premises, effective as of the Petition Date.

9. In an abundance of caution, to the extent that any personal property of the Debtors (*e.g.*, furniture, fixtures, equipment, and other such personal property) remains at the Premises (the "Personal Property"), the Debtors request authority to abandon such property as of the Petition Date. The Debtors request that, upon such abandonment, (a) the Landlords may, in their discretion and without further notice or order of this Court, utilize or dispose of such Personal Property without liability to the Debtors, and (b) to the extent applicable, the automatic stay be modified to allow such disposition.

10. To prevent administrative expenses from continuing to accrue in these Chapter 11 Cases, and given the closure of certain of the Debtors' locations and the resulting surrender of the Premises, the Debtors seek to reject the Leases and Contracts as of the Petition Date. The Debtors have determined that the Leases and Contracts are no longer necessary to the Debtors' business affairs, are not otherwise beneficial to their estates, and present burdensome contingent liabilities.

Accordingly, the Debtors have determined that rejecting the Leases and Contracts is an appropriate exercise of their business judgment.

RELIEF REQUESTED

11. The Debtors seek entry of the Proposed Order, pursuant to Bankruptcy Code sections 105(a), 363(b), 365, and 544, and Bankruptcy Rules 6006 and 6007, (i) authorizing the Debtors to reject the Leases and Contracts, effective as of the Petition Date; (ii) authorizing the Debtors to abandon any Personal Property remaining at the Premises, effective as of the Petition Date; and (iii) granting related relief.

BASIS FOR RELIEF

I. Rejection of the Leases and Contracts Effective as of the Petition Date Reflects the Debtors' Sound Business Judgement.

12. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). As courts have held, "[t]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.'" *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993) (quoting 2 *Collier on Bankruptcy* ¶ 365.01[1] (15th ed. 1993)).

13. The standard applied to determining whether the rejection of an unexpired lease or executory contract should be authorized is the "business judgment" standard. *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989); *In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (stating that a debtor's decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the "product of bad faith, whim, or caprice"); *see also In re Tayfur*, 599 F. App'x

44, 49–50 (3d Cir. 2015) (extending the standard articulated in *Sharon Steel* to unexpired leases). Once a debtor states a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.'" *Off. Comm. of Subordinated Bondholders v. Integrated Res., Inc.* (*In re Integrated Res., Inc.*), 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

14. Courts routinely approve motions to reject executory contracts or unexpired leases upon a showing that the debtor's decision to take such action will benefit the debtor's estate and is an exercise of sound business judgment. *Sharon Steel*, 872 F.2d at 39–40, *see NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (stating that the traditional standard applied by courts to authorize the rejection of an executory contract is that of "business judgment"); *see also Delightful Music Ltd. v. Taylor* (*In re Taylor*), 913 F.2d 102, 107 (3d. Cir. 1990) (similar); *Glenstone Lodge v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (Bankr. D. Del. 1995).

15. Courts generally will not second guess a debtor's business judgment concerning the rejection of an executory contract or unexpired lease. *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) ("A debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.") (internal quotations omitted). The "business judgment" test is not a strict standard; it merely requires a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. *NLRB v. Bildisco & Bildisco* (*In re Bildisco*), 682 F.2d 72, 79 (3rd Cir. 1982) (noting that the "usual test for rejection of an executory contract is simply whether rejection would benefit the estate") *aff'd*, 465 U.S. 513. Further, "[s]ection 365 enables the trustee to maximize the value of the debtor's estate by assuming executory contracts and unexpired leases

that benefit the estate and rejecting those that do not." *L.R.S.C. Co. v. Rickel Home Ctrs., Inc. (In re Rickel Home Ctrs., Inc.),* 209 F.3d 291, 298 (3d Cir. 2000); *see also Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.,* 83 F.3d 735, 741 (5th Cir. 1996) (section 365 of the Bankruptcy Code "allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed").

16. Upon finding that the Debtors have exercised their sound business judgment in determining that the rejection of the Leases and Contracts is in the best interests of the Debtors and their estates, the Court should approve the proposed rejection under section 365(a) of the Bankruptcy Code. *See, e.g., Westbury Real Estate Ventures, Inc. v. Bradlees, Inc.* (*In re Bradlees Stores, Inc.*), 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *Summit Land Co. v. Allen* (*In re Summit Land Co.*), 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course"). If a debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease or executory contract. *See, e.g., Sharon Steel,* 872 F.2d at 39-40.

17. Generally, courts have authorized a debtor's rejection of unexpired leases and executory contracts as of the date of the filing of the applicable rejection motion or the date that the premises is surrendered, whichever is later. *See In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004); *see also In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003). A court may permit such retroactive rejection to avoid unduly exposing a debtor's estate to unwarranted post-petition administrative or other expenses. *See NLRB v. Bildisco & Bildisco,* 465 U.S. at 521 (stating that rejection relates back to the petition date); *Stonebriar Mall Ltd. P'ship v. CCI Wireless, LLC* (*In re CCI Wireless, LLC*), 297 B.R. 133, 140 (D. Colo. 2003) (holding that a

bankruptcy court "has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject"); *Constant Ltd. P'ship v. Jamesway Corp.* (*In re Jamesway Corp.*), 179 B.R. 33, 37-8 (S.D.N.Y. 1995) (affirming bankruptcy court's retroactive approval of lease rejection).

18. The facts in these Chapter 11 Cases and the balance of the equities favor the Debtors' rejection of the Leases and Contracts, effective as of the Petition Date. Without doing so, the Debtors may incur unnecessary administrative charges for agreements that are associated with closed locations and, thus, not necessary to their business affairs or chapter 11 efforts. The Debtors do not need the leasehold interests created by the Leases to conduct their go-forward business, and the Debtors do not derive any meaningful benefit under the Leases or Contracts. On the other hand, requiring the Debtors to continue to perform under the Leases and Contracts after the Petition Date could impose onerous obligations on the Debtors and their estates. Without rejecting the Leases and Contracts, the Debtors may incur unnecessary administrative charges that are not necessary for their ongoing business operations.

19. Moreover, the Landlords and counterparties to the Contracts (the "Counterparties") will not be unduly prejudiced if the Leases and Contracts are rejected effective as of the Petition Date because the Landlords and Counterparties (i) are already aware that restaurants associated with their Leases and Contracts have been closed, and (ii) by virtue of this motion, will receive notice of the proposed rejection. Further, the Debtors have taken steps to vacate the Premises and are no longer in possession of the Premises. Therefore, the Landlords and Counterparties are not prejudiced by rejecting the Leases and Contracts effective as of the Petition Date.

20. In light of the foregoing facts and circumstances, the Debtors respectfully submit that the rejection of the Leases and Contracts under section 365 of the Bankruptcy Code, effective

as of the Petition Date, is a sound exercise of their business judgment, and is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors. As it is in the Debtors' and their estates' interests to eliminate the potential incurrence of administrative expenses, and to avoid the potential accrual of any further obligations under the Leases and Contracts, the Debtors respectfully submit that the retroactive rejection of the Leases and Contracts as of the Petition Date is appropriate. Accordingly, entry of the Proposed Order is warranted.

II. Authorizing the Debtors to Abandon any Personal Property Remaining at the Premises as of the Petition Date is Appropriate.

21. In the event that any Personal Property remains on the Premises as of the Petition Date, the Debtors request the Court's approval of the Debtors' abandonment of such Personal Property, pursuant to section 554(a) of the Bankruptcy Code, effective as of the Petition Date. Any Personal Property left behind is of nominal, if any, value to the Debtors or their estates.

22. Section 554(a) of the Bankruptcy Code provides that "[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public's welfare. *See Midlantic Nat'l Bank v. N.J. Dep't of Env. Prot.*, 474 U.S. 494, 501 (1986). The Debtors submit that neither of these limitations is relevant in these Chapter 11 Cases.

23. Among other things, the Debtors believe that the cost of retrieving, marketing, and reselling the Personal Property—if there is any property with any material value—outweighs any recovery that the Debtors and their estates could reasonably hope to attain for such Personal Property. As a result, the Debtors have determined, in their business judgment, that the

abandonment of any Personal Property, effective as of the Petition Date, is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors.

RESERVATION OF RIGHTS

24. Nothing contained herein is or should be construed as: (i) an implication or admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any 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.

REQUEST FOR IMMEDIATE RELIEF & WAIVER OF STAY

25. 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). The relief requested herein is essential to avoid the potential accrual of unnecessary administrative expenses. Accordingly, the Debtors submit that, to the extent that Bankruptcy Rule 6004(h) applies, ample cause exists to justify a waiver of the fourteen-day stay.

NOTICE

26. 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) the Landlords; (j) the Counterparties; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.[3]

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[3] While Bankruptcy Rule 6007 requires the Debtors to serve a motion to abandon property on, among others, all the Debtors' creditors, Local Rule 2002-1(b) modifies that rule.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, 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/ Brett M. Haywood

M. Blake Cleary (No. 3614)
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Proposed Counsel for Debtors and Debtors in Possession

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 (BLS)
Debtors.	(Joint Administration Requested)
	Hearing Date: To Be Determined **Objection Deadline: October 5, 2026 at 4:00 p.m. (ET)**

NOTICE OF DEBTORS' FIRST MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN UNEXPIRED LEASES AND EXECUTORY CONTRACTS EFFECTIVE AS OF THE PETITION DATE; (II) ABANDONING ANY REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES; AND (III) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors"), filed the *Debtors' First Motion for Entry of an Order (I) Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts Effective as of the Petition Date; (II) Abandoning any Remaining Personal Property Located at the Leased Premises; and (III) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801, on or before **October 5, 2026 at**

[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.

4:00 p.m. (ET) (the "Objection Deadline"), and served upon and received by the undersigned proposed counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable Brendan L. Shannon at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801 on a date and time to be determined.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: September 21, 2026
Wilmington, Delaware

POTTER ANDERSON & CORROON LLP

/s/ Brett M. Haywood

M. Blake Cleary (No. 3614)
Brett M. Haywood (No. 6166)
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Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT A

Proposed 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 (BLS)
Debtors.	(Joint Administration Requested)
	Re: Docket No. __

ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN UNEXPIRED LEASES AND EXECUTORY CONTRACTS EFFECTIVE AS OF THE PETITION DATE; (II) ABANDONING ANY REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES; AND (III) 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 (i) authorizing the Debtors to reject certain Leases and Contracts, effective as of the Petition Date; (ii) authorizing the Debtors to abandon any Personal Property remaining at the Premises, effective as of the Petition Date; and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these Chapter 11

[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.

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 as set forth herein.

2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, the Leases listed on **Exhibit 1** attached hereto and the Contracts listed on **Exhibit 2** attached hereto, including, to the extent applicable, any agreements, amendments, change orders, supplements, waivers, subleases, and side letters related thereto, are hereby rejected by the Debtors effective as of the Petition Date.

3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, the interests of the Debtors and their estates in any Personal Property remaining on the Premises are deemed abandoned by the Debtors and their estates as of the Petition Date. The Landlords may use or dispose of the Personal Property in their sole and absolute discretion without notice or liability to the Debtors or their estate, subject to the liens of interests of any third parties in the Personal Property under applicable law. The rights, claims, and remedies, if any, of all persons other than the Debtors and their estates with respect to the Personal Property under applicable law are hereby preserved.

4. Nothing herein shall impair, prejudice, waive or otherwise affect the rights of the Debtors to: (a) assert that the Leases and Contracts (i) were terminated on or prior to the Petition

Date, or (ii) are not an executory contract or unexpired lease under 365 of the Bankruptcy Code; (b) assert that any claim for damages arising from the rejection of the Leases and Contracts is limited to the remedies available under any applicable termination provisions of the Leases and Contracts; (c) assert that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise contest any claims that may be asserted in connection with the Leases and Contracts. All rights, claims, defenses and causes of action that the Debtors and their estates may have against the Landlords and Counterparties, whether or not such claims arise under, are related to the rejection of, or are independent of the Leases and Contracts, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise such rights, claims, defenses and causes of action.

5. The Debtors are hereby authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate this Order.

6. Other than as expressly sought herein, 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) 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, (vi) a waiver of the obligation of any party in interest to file a proof of claim, or (vii) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

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

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

Exhibit 1

Rejected Leases

No.	Debtor	Lease Counterparty	Contract	Location of Leased Property	Rejection Date
1	Southern Operations, LLC	1600 Lenox LLC	Real Property Lease	1600 Lenox Avenue, Miami Beach, Florida 33139	September 21, 2026
2	Yardbird Beverly Hills, LLC	La Cienega Partners LP	Real Property Lease	8500 Beverly Boulevard Suite 112 Los Angeles, California 90048	September 21, 2026
3	Yardbird Denver LLC	Lot 28 Owner LLC	Real Property Lease	2743 Blake Street Denver, Colorado 80205	September 21, 2026

Exhibit 2

Rejected Contracts

No.	Debtor	Contract Counterparty	Description of Contract	Rejection Date
1	Yardbird Beverly Hills, LLC	Toast, Inc.	Billing Software and Hardware	September 21, 2026
2	Southern Operations, LLC	Toast, Inc.	Billing Software and Hardware	September 21, 2026
3	Yardbird Denver, LLC	Toast, Inc.	Billing Software and Hardware	September 21, 2026