Docket #0043 Date Filed: 09/22/2026

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 (BLS)
Debtors.	(Jointly Administered)
	Re: Docket No. 6

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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors") for entry of an interim order (this "Interim Order"), (i) authorizing the Debtors to (a) continue to operate the Cash Management System, (b) honor certain prepetition obligations related thereto, (c) continue Intercompany Transactions, and (d) maintain existing business forms in the ordinary course of business; (ii) authorizing the Debtors' Banks to honor all related payment requests; (iii) granting related relief; and (iv) setting a Final Hearing, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*,

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

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

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

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

2. The Fina Hearing on the Motion shall be held on **October 20, 2026, at 10:00 a.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 October 13, 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, Delaware 19801 (Attn: Patrick J. Reilley (preilley@coleschotz.com) and Daniel F. Geoghan (dgeoghan@coleschotz.com)); (iii) Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Jonathan W. Lipshie (jon.lipshie@usdoj.gov)); and (iv) if any statutory committee has been appointed in these Chapter 11 Cases, counsel to such committee (collectively, the "Notice Parties").

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

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

means, including checks, wire transfers, and other debits; and (e) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts and to otherwise perform their obligations under the documents governing the Bank Accounts.

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

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

7. All existing deposit agreements and arrangements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without

limitation, the termination and fee provisions, shall remain in full force and effect subject to the terms of this Interim Order. The Banks are authorized, without further order of this Court, to implement such changes to the Cash Management System and procedures in the ordinary course of business and in accordance with the terms of the existing deposit and disbursement agreements and arrangements.

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

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

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

11. Subject to Bankruptcy Code section 345, the Banks are further authorized to (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account (subject to the terms of this Interim Order), and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided*, *however*, that the Banks shall not have any liability to any party for relying on such directions or representations to the extent such reliance was made in good faith.

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

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

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

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

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

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

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

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

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

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

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

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

Dated: September 22nd, 2026
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE