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. 70

SUPPLEMENTAL DECLARATION OF M. BLAKE CLEARY OF POTTER ANDERSON & CORROON LLP IN SUPPORT OF DEBTORS' APPLICATION TO RETAIN AND EMPLOY POTTER ANDERSON & CORROON LLP AS COUNSEL TO THE DEBTORS AND DEBTORS IN POSSESSION PURSUANT TO SECTION 327(a) OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 2014(a) AND 2016, AND LOCAL RULE 2014-1, EFFECTIVE AS OF THE PETITION DATE

I, M. Blake Cleary, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am a partner of the firm of Potter Anderson & Corroon LLP ("Potter Anderson"), which maintains an office for the practice of law at 1313 N. Market Street, Wilmington, Delaware 19801. I am an attorney-at-law, duly admitted and in good standing to practice in the State of Delaware and the United States District Court for the District of Delaware.

2. On September 29, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Application of the Debtors to Retain and Employ Potter Anderson & Corroon LLP as Counsel to the Debtors and Debtors in Possession Pursuant to Section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rule*

[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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2014-1, Effective as of the Petition Date [Docket No. 70] (the "Application").[2] In support of the Application, the Debtors submitted the *Declaration of M. Blake Cleary of Potter Anderson & Corroon LLP in Support of Debtors' Application to Retain and Employ Potter Anderson & Corroon LLP as Counsel to the Debtors and Debtors in Possession Pursuant to Section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 Effective as of the Petition Date* [Docket No. 70-3] (the "Declaration"), which was attached to the Application as Exhibit B.

3. This declaration (the "Supplemental Declaration") supplements the Application and my prior Declaration and addresses certain questions raised and clarifications requested by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"). Except as otherwise indicated herein, I have personal knowledge of the matters set forth herein.

4. As mentioned in the Application, Potter Anderson was retained by the Debtors pursuant to an engagement agreement dated August 3, 2026 (the "Engagement Agreement") to represent the Debtors as their counsel in connection with their financial restructuring and the potential commencement and prosecution of a chapter 11 bankruptcy case. A true and correct copy of the Engagement Agreement is attached hereto as **Exhibit 1**.

Date: October 6, 2026

/s/ M. Blake Cleary
M. Blake Cleary

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Application.

Exhibit 1

Engagement Agreement

Potter Anderson & Corroon LLP
1313 N. Market Street, 6th Floor
Wilmington, DE 19801-6108
302.984.6000
potteranderson.com

M. Blake Cleary
Partner
bcleary@potteranderson.com
Direct 302.984.6026

HIGHLY CONFIDENTIAL
ATTORNEY CLIENT PRIVILEGED

August 3, 2026

VIA E-MAIL

Yardbird Group, LLC
c/o Albert Altro
Traverse, LLC
albertaltro@traversellc.com

Re: Retention Agreement of Potter Anderson & Corroon LLP

Dear Albert:

We are very pleased that you have asked us to represent Yardbird Group, LLC and its subsidiaries set forth on Exhibit A attached hereto (collectively, the "Company" or "Clients"), as its Counsel in connection with its financial restructuring and the potential commencement and prosecution of chapter 11 bankruptcy cases.

This Agreement will confirm the terms and conditions of the engagement of Potter Anderson & Corroon LLP ("PAC") as counsel to the Company.

For all purposes of this matter, the client shall be the Company. All duties and responsibilities created and imposed by this agreement shall be owed to the Company and not to any officer, agent, partnership, other corporation, trustee, employee or third-party individual, unless expressly otherwise agreed, and then only after full and accurate disclosure to the court and other necessary parties.

I. MATTER FOR ENGAGEMENT

The Company hereby retains PAC to act as its counsel. In connection with this matter, we expect to assist the Company with some or all of the following matters:

a. representing the Company in any out-of-court recapitalization or financial restructuring of the Company's obligations;

b. representing the Company in any strategic sale transactions or foreclosure proceedings;

c. preparing petitions, motions, applications, orders, reports, and papers necessary or desirable to commence a case under the Bankruptcy Code;

d. advising the Company of its rights, powers, and duties as debtors and debtors in possession under chapter 11 of the Bankruptcy Code;

e. taking action to protect and preserve the Company's estate, including the prosecution of actions on the Company's behalf, the defense of actions commenced against the Company in the chapter 11 case, the negotiation of disputes in which the Company is involved, and the preparation of objections to claims filed against the Company;

f. preparing on behalf of the Company motions, applications answers, orders, reports, and papers in connection with the administration of the Company's estate;

g. preparing the Company's chapter 11 plan;

h. preparing the Company's disclosure statement and any related documents and pleadings necessary to solicit votes on the Company's chapter 11 plan;

i. prosecuting on behalf of the Company the proposed plan and seeking approval of all transactions contemplated therein and in any amendments thereto; and

j. performing all other necessary or desirable legal services in connection with any such case under the Bankruptcy Code.

II. ASSIGNMENT OF FIRM PERSONNEL

The Company is hiring PAC, and not any individual attorney. PAC reserves the right to draw upon the talent and expertise of any attorney within the firm and utilize paralegal staff, as well as other staff, to handle administrative tasks associated with this matter. In order to provide services to the Company in an efficient, cost-effective manner, PAC utilizes associate attorneys to render services (when appropriate), under the supervision and monitoring of the attorney in charge of the matter.

III. FEES & EXPENSES

The Company agrees to pay for services provided, based on the amount of time spent by lawyers, paralegals and other paraprofessionals, at hourly rates established for them from time to time. I will be primarily responsible for this matter and my standard hourly rate is $1,350. The hourly rates of personnel staffed on this matter generally range from $475 to $1,600.

You will also be responsible for direct costs, which will also appear, itemized, on PAC's monthly invoices. Those costs include by way of illustration, but are not limited to: court-imposed fees for the filing of documents and other litigation-related court costs; copying charges for documents, whether incurred in-house or assigned to an outside vendor; long-distance telephone charges; in the event discovery becomes necessary, costs related thereto such as court reporters, transcripts of depositions or court proceedings, and obtaining documents from other parties; and other costs incurred in furtherance of PAC's representation of you, such as travel reimbursement costs should any travel be required that is beyond 50 miles from PAC's offices in which the attorney working on your matter is located.

For any costs incurred in excess of $2,000.00, unless directly related to the matter and unavoidable (such as, for example, deposition fees, transcript costs, copying costs for voluminous documents), to the extent that PAC has prior knowledge of the costs and has some discretion as to whether or not to incur the costs (as for example, in the event a private investigator may become necessary for any reason), then PAC will obtain your consent prior to incurring any such costs. For the avoidance of any doubt our invoices are due on receipt, subject to any administrative order that may be entered in connection with the bankruptcy cases establishing procedures for payment of fees and expenses to professionals retained in the cases.

We also typically require an advance retainer as a condition to undertake a representation in matters such as this. In this case, we require an initial retainer from the Company of $200,000.[1] The retainer will be held in an interest-bearing account for the benefit of the Interest on Lawyers Trust Accounts ("IOLTA") Program established by the Delaware Supreme Court unless you elect to have the retainer held in an interest-bearing account for your benefit, in which case, interest will be credited to the escrow account monthly and will accumulate until the retainer is applied to our invoices for services or until the balance of the retainer is refunded to the Company at the conclusion of our representation. We intend to periodically draw down on the retainer as we provide services and incur expenses and, as necessary, will request that you replenish the retainer to $200,000 within five (5) business days' notice from PAC. Before the filing of any bankruptcy case, we will also be requesting that the Company "refresh" the retainer in an amount agreed upon to act as an "evergreen" retainer that we will hold as security throughout the bankruptcy case. Upon completion or termination of our engagement, we will promptly return any remaining funds that are not credited against outstanding statements.

In the event that a bankruptcy case is filed on behalf of the Company, all attorneys' fees and expenses incurred on behalf of the debtor must be approved by the Bankruptcy Court based upon fee applications which we file periodically. Those applications contain a complete description of all of the services performed and the time spent performing those services. All entries are itemized in the fee application.

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[1] For your convenience, we have attached instructions to wire the retainer to our trust account and a retainer invoice.

We will perform the legal services called for under this engagement, respond promptly to your inquiries and communications, and keep you informed of the status of your matter. It will be your responsibility to cooperate with us, keep us apprised of the facts pertinent to our representation, timely review and comment on documents we prepare in the course of the engagement, and timely make payments required by this agreement.

IV. USE OF E-MAIL

Due to its inherent nature, e-mail may be vulnerable to interception by unauthorized parties during transmission. We cannot guarantee the confidentiality of any information sent by e-mail or that it will be considered "attorney-client" privileged. If you do not wish us to communicate by e-mail on your matters, please notify us at your earliest convenience. In the absence of such notification, your consent will be assumed and we will not take any additional security measures, including but not limited to encryption. Although we subscribe to and use virus protection software we believe to be reliable, we cannot warrant that any e-mails or attachments are free from any virus. We recommend that you independently take steps to ensure they are actually virus-free.

V. LEGAL OPINIONS

PAC will strive to work with the Company to achieve the best outcome possible. PAC's comments about the outcome of the Company's matters are expressions of opinion only. As you expect, legal representation matters are characterized by changing and unknowable factors. Therefore, PAC, as with any law firm, cannot promise or guarantee a specific outcome. Further, our representation of the Company in this matter is limited to legal matters only. We are not qualified to give advice on non-legal matters such as accounting matters, investment prospects or other business advice and we suggest that the Company obtain professionals in those fields in you wish advice in those areas.

VI. CONFLICT OF INTEREST WAIVER

As a general matter, PAC represents many other companies and individuals. It is possible that during the time that we are representing Company, some of our present or future clients could have disputes with or matters adverse to Company. As Company is aware, PAC has a substantial corporate workout, bankruptcy and insolvency practice, and other practice areas. Accordingly, Company agrees that PAC may represent other clients in workout, bankruptcy and insolvency, and other matters and proceedings (collectively "Other Matters"). This is so provided that: (i) PAC is not then representing and has not previously represented Company in the same matter or a matter substantially related to the same matter, and (ii) the representation of the other client is in accordance with the applicable ethical and professional rules governing the conduct of lawyers. Company agrees that it will not assert that this instant engagement or any future engagement is a basis for disqualifying PAC from representing others in future matters in which PAC is retained to represent a party in Other Matters. In other circumstances, Company agrees to promptly evaluate requests for waiver of any future potential conflicts in Other Matters. Further, Company

agrees that PAC may continue to represent or undertake in the future to represent existing or new clients in any matter that is not substantially related to its work for Company in this matter, even if the interests of such clients in those other matters are directly adverse to You.

VII. TERMINATION OF REPRESENTATION/HANDLING OF DOCUMENTS AND MATERIALS

The Company may discharge PAC at any time. PAC may withdraw at any time with the Company's consent or for good cause without the Company's consent. Good cause includes the Company's breach of this agreement (including the Company's failure to pay any statement when due), the Company's refusal or failure to cooperate with us, or any fact or circumstance that would render our continuing representation unlawful or unethical.

As part of our administrative operations, we periodically review client files after the completion of matters in order to determine whether they should be destroyed. Unless otherwise requested by Company in writing to return such files, we will make reasonable efforts to notify Company in writing at least 30 days before the destruction of any of its files. Company will then have the option to take possession of the files. It will be Company's obligation to maintain a current address with us in order to communicate with Company concerning such matters.

VIII. GOVERNING LAW/INTERPRETATION/JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, and the Courts of the State of Delaware or the United States Bankruptcy Court for the District of Delaware shall have exclusive jurisdiction over all matters relating to any disputes arising from this Agreement.

IX. AI DISCLOSURE

We may use secure, enterprise-grade generative artificial intelligence ("GenAI") tools to assist with research, analysis, drafting, and editing. All GenAI-assisted work is subject to attorney oversight and final approval, and client data is not used to train public models. Like any technology, GenAI carries some degree of risk, which may include the risk of errors in GenAI-generated content, data security vulnerabilities, and system malfunctions. By signing this letter, you consent to this use and agree that the benefits outweigh the associated risks.

X. CHATBOT

While we may use closed GenAI tools in connection with this engagement, you acknowledge that publicly available AI tools and chatbots (e.g., ChatGPT, Claude, or similar systems) are not attorneys, do not provide legal advice, and that communications with such tools may not be confidential or privileged and may be discoverable. You also acknowledge that using AI or chatbots to seek legal advice, develop legal strategy, or analyze matters related to this engagement may not fall under the attorney-client privilege and could result in a waiver. For these

reasons, we advise against inputting our communications in a GenAI tool or chatbot or having any type of AI "assistant" attend calls or video conferences. We also discourage clients from inputting our work-product, drafts, or other privileged information into any GenAI system, as doing so may waive work-product protections. In addition, inputting any other party's confidential information into any GenAI system may violate confidentiality agreements or court-entered confidentiality orders. By signing this letter, you represent that you have disclosed, or will disclose, any GenAI-related communications or use relevant to this engagement. The Firm is not responsible for any consequences arising from your use of AI tools that could result in waiver of privilege or work-product protection or the violation of confidentiality obligations or otherwise outside these limitations.

XI. BINDING ARBITRATION

If Client disagrees with any of our bills or has any other concern about our services or the results achieved, Client should notify the undersigned attorney immediately. We will attempt to resolve any such disagreements in a fair and amicable manner. If any controversy or dispute arising from or relating to this agreement or our services to Client, even if arising after the termination of this agreement, cannot be resolved through mutual agreement, the sole means of resolving the controversy will be binding arbitration under the auspices of the American Arbitration Association ("AAA") in Wilmington, Delaware, in accordance with the AAA's then-existing Commercial Arbitration Rules. The arbitration award may be enforced as a judgment by a court of competent jurisdiction. Each party will pay its own costs, including attorneys' fees, in the arbitration. The arbitration provision will apply to all disputes between us relating to our services, fees, costs or conduct (including any claim that our services were not necessary, were inappropriate or were inadequately rendered), and will survive termination of our relationship and this agreement. Client also acknowledges that it understands the consequences of agreeing to binding arbitration, including that Client is giving up any and all constitutional and statutory rights to have disputes between us determined by a court of law or equity or by a jury; that discovery of information in arbitration may be limited; and that the arbitration decision will be final and binding, except to the limited extent that law provides for judicial review of arbitration proceedings and decisions.

XII. POST-MATTER

In connection with this engagement, if any person or entity requests or subpoenas any client or other matter-related information or materials within Potter Anderson's possession, custody or control, Potter Anderson will, unless legally prohibited, promptly inform Client of such request or subpoena so that Client may seek from a court of competent jurisdiction a protective order or other appropriate remedy to limit the disclosure. If Potter Anderson or any of its attorneys or employees are required to respond to a request or subpoena, including the production of documents, provide testimony, or cooperate with governmental or private investigations, Client agrees to indemnify Potter Anderson for reasonable costs and expenses incurred (e.g., reimbursement of reasonable attorneys' fees and disbursements), including, without limitation, compensating Potter Anderson

(at hourly rates, as applicable) for responding to legal requests or demands for information and preparing for and testifying at deposition, proceedings and/or trials

XIII. REPRESENTATION

By signing and returning a copy of this letter, Company acknowledges that this Agreement has been carefully reviewed, its contents understood and that the Company agrees to all of the terms and conditions set forth herein.

We appreciate the opportunity to assist the Company in this matter and we look forward to working with you. Please do not hesitate to contact me with any questions, comments or concerns.

Best regards,

M. Blake Cleary
Partner

AGREED AND ACCEPTED:

YARDBIRD GROUP, LLC AND ITS SUBSIDIARIES SET FORTH ON EXHIBIT A ATTACHED HERETO

By: _____
Name:

Title: Michelle Proffit, VP of Finance

Date: August 3, 2026

BC/mlr
Enclosure

EXHIBIT A

Southern Operations, LLC

Yardbird Beverly Hills, LLC

Yardbird DFW, LLC

Yardbird DC, LLC

Yardbird Chicago, LLC

Yardbird Denver LLC

YB Las Vegas, LLC