Docket #0084 Date Filed: 10/06/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Yardbird Group LLC, *et al.*,	Case No. 26-11479 (BLS)
Debtors.[1]	(Jointly Administered)
	Obj. Deadline: October 13, 2026 at 4:00 p.m. (ET) **Hearing Date: October 20, 2026 at 10:00 a.m. (ET)**

DEBTORS' APPLICATION FOR AN ORDER PURSUANT TO SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY SORAVINE ADVISORS LLC AS INVESTMENT BANKER TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE, AND WAIVING CERTAIN TIME-KEEPING REQUIREMENTS

The above-captioned debtors and debtors in possession (collectively, the "Debtors" or the "Company") seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), (i) authorizing the Debtors to employ and retain Soravine Advisors LLC ("Soravine"), as investment banker to the Debtors as of the Petition Date (defined below) in accordance with the engagement agreement, as amended, attached hereto as **Exhibit B** (the "Engagement Agreement"); and (ii) modifying certain time-keeping requirements of Local Rule 2016-1. In support of this application (this "Application"), the Debtors submit the *Declaration of Vineet ("Vin") Batra in Support of the Debtors' Application for an Order Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code Authorizing the Debtors to Retain and Employ Soravine Advisors LLC as Investment Banker to the Debtors, Effective as of the Petition Date, and Waiving*

[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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Certain Time-Keeping Requirements, attached hereto as **Exhibit C** (the "Batra Declaration"). In further support of this Application, 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 judgment or order with respect to this Application 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 327(a), 328(a), and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules 2014-1 and 2016-1.

BACKGROUND

5. On September 21, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. These Chapter 11 Cases are

being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). *See* Docket No. 40. The Debtors are operating their business and managing their properties, as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made, and no official committees have been appointed in these Chapter 11 Cases.

6. The Debtors own and operate "Yardbird Southern Table & Bar," an award-winning polished casual dining concept offering a modern take on traditional Southern American cuisine. Beyond its famed fried chicken, Yardbird is known for its weekend brunch, chef-curated bourbon dinners, and an award-winning mixology program and extensive wine list, all served in an inviting, open atmosphere anchored by signature floor-to-ceiling windows and open kitchens. Event dining and catering represent a significant portion of the Debtors' revenue, complementing the Debtors' three operating restaurant locations in Dallas, Texas; Washington, D.C.; and Chicago, Illinois, and its two licensed locations in Las Vegas, Nevada and Singapore.

7. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases is set forth in detail in the *Declaration of Albert Altro in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 2] (the "First Day Declaration").[2]

SORAVINE'S QUALIFICATIONS

8. The Debtors submit this Application because of their need to retain a qualified investment banker to assist them in the critical tasks associated with guiding the Debtors through these Chapter 11 Cases. The Debtors believe that their retention of an investment banker is

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

necessary and appropriate to enable them to evaluate the financial and economic issues raised by these Chapter 11 Cases, to successfully consummate a sale of substantially all of the Debtors' assets, and to fulfill their statutory duties.

9. The Debtors selected Soravine as their investment banker in these Chapter 11 Cases based upon Soravine and its senior professionals' extensive experience and expertise advising restaurant companies generally, as well as for its experience and expertise advising companies facing complex financial restructurings, and its excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors, creditors, and other constituencies throughout the United States.

10. As set forth in the Batra Declaration, Soravine and its senior professionals have extensive expertise providing investment banking services to financially distressed companies, creditors, committees, equity holders, asset and loan purchasers, and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. Soravine's professionals have served as financial advisors and/or investment bankers for debtors and other parties in interest in numerous chapter 11 cases, including: *In re BLH Topco, LLC*, No. 25-10576 (CTG) (Bankr. D. Del. 2025); *In re Bravo Brio Restaurants, LLC*, No. 6:25-bk-05224-LVV (Bankr. M.D. Fla. 2025); *In re K.G. IM, LLC*, No. 20-11723 (MG) (Bankr. S.D.N.Y. 2020); *In re CraftWorks Parent, LLC*, No. 20-10475 (BLS) (Bankr. D. Del. 2020); *In re BL Restaurants Holding, LLC*, No. 20-10156 (MFW) (Bankr. D. Del. 2020); *In re RUI Holding Corp.*, No. 19-11509 (LSS) (Bankr. D. Del. 2019); *In re Avenue Stores, LLC*, No. 19-11842 (LSS) (Bankr. D. Del. 2019), *In re Café Holdings Corp.*, No. 18-05837-hb (Bankr. D.S.C. 2018); *In re Elpida Memory, Inc.*, No. 12-10947 (CSS) (Bankr. D. Del. 2012); *In re LCI Holding Company, Inc.*, No. 12-13319 (Bankr. D. Del. 2012); *In re International Garden Products, Inc.*, No. 10-13207 (KJC) (Bankr. D.

Del. 2010); *In re True Temper Sports, Inc.*, No. 09-13446 (PJW) (Bankr. D. Del. 2009); *In re NextMedia Group, Inc.*, No. 09-14463 (PJW) (Bankr. D. Del. 2009); *In re Lehman Brothers Holdings Inc.*, No. 08-13555(MG) (Bankr. S.D.N.Y. 2008); *In re Quaker Fabric Corp.*, No. 07-11146 (KG) (Bankr. D. Del. 2007); and *In re Innovative Communication Company, LLC*, No. 06-10133 (JKF) (Bankr. D. Del. 2006).

11. Moreover, Soravine has been engaged by the Debtors since early August 2026, during which time they have worked closely with the Debtors' management and other professionals in preparing for these Chapter 11 Cases and have become familiar with the Debtors' business operations, capital structure, creditors, and other matters. Specifically, Soravine assisted and advised the Debtors in connection with the Debtors' marketing and sale process in the time preceding the Petition Date as described in the First Day Declaration.

12. For the foregoing reason, the Debtors believe that Soravine is well qualified to advise the Debtors in an expert and efficient matter.

SERVICES TO BE PROVIDED

13. Soravine has and, subject to Court approval, will continue to perform investment banking and advisory services for the Debtors with respect to the following, pursuant to the terms of the Engagement Agreement:

a. provide advice to the Company regarding a Sale,[3] assistance in preparation of marketing materials, contact and solicit potential acquirers in collaboration with the Company;

b. to the extent that a Sale is consummated in the Chapter 11 Cases, (i) assist with the preparation of Court motions related to the Sale, (ii) consult with other retained

[3] The Engagement Agreement defines "Sale" as "the disposition in one or a series of related transactions (i) of all or more than 50% of the equity securities of the Company by the security holders of the Company or (ii) of all or more than 50% of the assets or businesses of the Company or its subsidiaries, in either case, including through a sale or exchange of capital stock, options or assets, a lease of assets with or without a purchase option, a merger, consolidation or other business combination, a tender offer, the formation of a joint venture, partnership or similar entity, or any similar transaction (other than a Restructuring)."

parties, lenders, creditors' committee, and other parties in interest, (iii) participate in Court hearings and providing expert advice and testimony in connection with the Sale, (iv) perform such other tasks as appropriate and as may reasonably be requested by the Company's management or counsel; and

c. assist in executing a Sale, including assisting in coordination of the due diligence process, and negotiating the terms of any proposed Sale, as requested;

d. to the extent the Company requests, provide investment banking advice and assistance to the Company in developing a Restructuring;[4] and

e. to the extent the Company requests, assist the Company and/or participate in negotiations with entities or groups affected by the Restructuring.

14. Contemporaneously with the filing of this Application, the Debtors are filing applications for authority to retain: (a) Potter Anderson & Corroon LLP, as restructuring counsel; (b) Kurtzman Carson Consultants, LLC dba Verita Global, as administrative advisor;[5] and (c) Traverse LLC to provide Albert Altro as Chief Restructuring Officer and additional personnel, as necessary. The services provided by Soravine will not duplicate the services provided by these other professionals, and Soravine will use reasonable efforts to coordinate with them to avoid unnecessary duplication of services.

PROFESSIONAL COMPENSATION

15. In consideration for Soravine's services and as more fully described in the Engagement Agreement, the Debtors propose to pay Soravine the following compensation set

[4] The Engagement Agreement defines "Restructuring" as "any recapitalization, modification, amendment, restructuring or reorganization, whether or not pursuant to chapter 11 ("Chapter 11") of title 11 of the United State Code (the "Bankruptcy Code"), of the Company's equity and/or debt securities, loans and/or other indebtedness, obligations or liabilities (including partnership interests, lease obligations, trade credit facilities (but for the avoidance of doubt, not the negotiation by the Company of adjustments of bills from vendors in the ordinary course) and/or contract or tort obligations (collectively, the "Obligations"), including pursuant to any repurchase, exchange, conversion, cancellation, forgiveness, retirement, plan, solicitation of consents, waivers, acceptances, authorizations and/or a modification or amendment to the terms, conditions or covenants thereof."

[5] On September 22, 2026, the court entered an order appointing Kurtzman Carson Consultants, LLC dba Verita Global as the Debtors' claims and noticing agent [Docket No. 41].

forth in the Engagement Agreement (the "Fee and Expense Structure"), contingent on the Court's approval:

a. an initial nonrefundable cash fee ("Initial Nonrefundable Fee") of $50,000 (which Initial Nonrefundable Fee shall not be credited against the Sale Fee or Restructuring Fee); plus

b. a monthly financial advisory fee ("Monthly Fee") of $35,000 for each month of the engagement (100% of the Monthly Fee for the first three months actually paid shall be credited towards the Sale Fee or Restructuring Fee); plus

c. a Sale Fee, which is the sum of $550,000 plus 5% of the Transaction Value (as defined in the Engagement Agreement) in excess of the amount of any credit bid by the Company's secured lenders under its credit facility, inclusive of the first lien debt and any debtor in possession financing. A Sale fee will be payable for a Sale to any party and will include a credit bid. A Sale Fee is payable promptly upon consummation of such Sale; or

d. a Restructuring Fee in the amount of $550,000, payable promptly upon consummation of a Restructuring.

For the avoidance of doubt, Soravine shall not be paid a Sale Fee and a Restructuring Fee in connection with the same transaction. In addition, the Debtors shall reimburse all reasonable and documented out-of-pocket expenses incurred by Soravine, included, but not limited to, travel and lodging, direct identifiable data processing, document production, publishing services and communication charges, courier services, working meals, and reasonable documented fees and expenses of Soravine's counsel not to exceed $30,000. The indemnification, expense reimbursement, and other obligations of the Debtors contained in Annex A to the Engagement Agreement (the "Indemnification Agreement"), are not included in the $30,000. In connection therewith the Debtors have paid and maintain a $5,000 expense advance for which Soravine shall account upon termination of the Engagement Agreement.

16. The Fee and Expense Structure is comparable to the fees and expenses charged by similar firms for comparable engagements, both in and out of bankruptcy. The Fee and Expense

Structure also is consistent with Soravine's normal and customary billing practices for cases of this size and complexity that require the level and scope of services outlined above. Soravine and the Debtors believe that the Fee and Expense Structure is reasonable.

17. Soravine's deep restaurant investment banking expertise, strategic and financial expertise, capital markets knowledge, financing skills, restructuring capabilities, and mergers and acquisitions expertise, some or all of which may be required during the term of Soravine's engagement, were important factors in negotiating the Fee and Expense Structure. The Debtors believe that the ultimate benefit of Soravine's services hereunder cannot be measured by reference to the number of hours to be expended by Soravine's professionals in the performance of such services.

18. Soravine has not shared or agreed to share any compensation to be paid by the Debtors with any other person, other than other principals and employees of Soravine, in accordance with section 504 of the Bankruptcy Code.

19. Soravine shall be paid its Monthly Fee without the need for monthly or interim applications for compensation; *provided, however*, Soravine will submit monthly fee invoices to the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") and any official committee of unsecured creditors (the "Committee") if appointed, describing in narrative fashion the work performed during the monthly period by each professional working on the engagement. Soravine will submit the monthly fee invoices to the U.S. Trustee and Committee by the twentieth (20th) day of each calendar month. Notwithstanding the foregoing, Soravine will submit a final application for compensation and expenses, pursuant to the terms of the Engagement Agreement, in accordance with the procedures established by the Court.

20. To the extent that Soravine uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these Chapter 11 Cases, Soravine shall (i) pass through the cost of such Contractors at the same rate that Soravine pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Soravine; and (iv) file with this Court the disclosures required by Bankruptcy Rule 2014.

21. Due to Soravine's commitment to the level of time and effort necessary to address any issues as they arise, and the market prices for Soravine's services for engagements of this nature both in and out of Chapter 11, the Debtors believe that the Fee and Expense Structure is market-based and fair and reasonable.

DISINTERESTEDNESS

22. To the best of the Debtors' knowledge, neither Soravine nor any of its employees: (a) is a creditor or an insider of the Debtors; (b) is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; or (c) has an interest materially adverse to the interest of the Debtors' estates or of any class of creditors, by reason of any direct or indirect relationship in connection with, or interest in, the Debtors, or for any other reason.

23. As detailed in the Batra Declaration, Soravine has conducted a search of its client database with respect to the Debtors and parties in interest in these Chapter 11 Cases, based on the list attached at **Exhibit 1** to the Batra Declaration. The results of that search are set forth in **Exhibit 2** to the Batra Declaration. Based on the results of the search, Soravine has informed the Debtors that Soravine does not hold or represent any interest adverse to the Debtors' estates, except as may be set forth in the Batra Declaration, and that Soravine is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code.

24. Soravine has also informed the Debtors that it will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new material facts or relationships are discovered or arise, Soravine will supplement its disclosure to the Court.

25. Accordingly, the Debtors believe that Soravine is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code.

INDEMNIFICATION

26. The Engagement Agreement contains standard indemnification language with respect to Soravine's services including, without limitation, an agreement by the Debtors to indemnify Soravine and its affiliates, contractors, current and former directors, officers, agents, employees, attorneys, and other representatives and the successors and assigns of all of the foregoing persons (each, an "Indemnified Party" and collectively, the "Indemnified Parties") from and against all losses, claims, damages, fines, penalties, liabilities, and reasonable and documented expenses, whether they be joint or several (collectively, the "Losses"), arising out of or in connection with the engagement of Soravine that is the subject of the Engagement Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review, that such Losses resulted solely from the gross negligence, bad faith, fraud, or willful misconduct of an Indemnified Party.

27. Soravine believes that the indemnification provisions contained in the Engagement Agreement, as may be amended in the Proposed Order, are customary and reasonable for Soravine and comparable firms providing financial advisory services, and as would be modified pursuant to

the foregoing limitations, reflect the qualifications and limitations on indemnification provisions that are customary in this district.

28. Moreover, the terms and conditions of the indemnification provisions were negotiated by the Debtors and Soravine at arm's length and in good faith. The provisions contained in the Engagement Agreement, viewed in conjunction with the other terms of Soravine's proposed retention, are reasonable and in the best interest of the Debtors, their estates, and all parties in interest in light of the fact that the Debtors require Soravine's services to successfully sell the Debtors' assets. Accordingly, as part of this Application, the Debtors request the Court approve the indemnification provisions as set forth in the Engagement Agreement, as may be amended by the proposed order attached to this Application.

RELIEF REQUESTED

29. By this Application, the Debtors seek to retain and employ Soravine pursuant to sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 as investment banker in connection with the commencement and successful navigation of these Chapter 11 Cases, effective as of the Petition Date, and waiving certain reporting requirements.

BASIS FOR RELIEF REQUESTED

30. Section 327(a) of the Bankruptcy Code allows a debtor, with the court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor-in-possession] in carrying out [its] duties under this title." 11 U.S.C. § 327(a). Section 101(14) of the Bankruptcy Code defines "disinterested person" as a person that:

(A) is not a creditor, an equity security holder, or an insider;

> (B) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
>
> (C) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.
>
> 11 U.S.C. § 101(14).

31. Pursuant to section 328 of the Bankruptcy Code, the Debtors seek the Court's approval of the terms of Soravine's retention as specified in the Engagement Agreement, including the Fee and Expense Structure. Section 328(a) of the Bankruptcy Code allows a debtor, with the court's approval, to "employ or authorize the employment of a professional person under section 327 or 1103 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." Moreover, under section 1107(b) of the Bankruptcy Code, a person is not disqualified for employment under section 327 solely because of such person's employment or representation of a debtor before the commencement of the case.

32. The Fee and Expense Structure is consistent with the fee structure typically used by Soravine and other leading investment bankers that do not bill their clients on an hourly basis. Similar fixed and contingency fee arrangements have been approved and implemented by the courts in similar cases in this district. *See, e.g., In re Brightmark Plastics Renewal LLC*, Case No. 25-10472 (Bankr. De. Del. Apr. 10, 2025); *In re Nikola Corp.*, Case No. 25-10258 (Bankr. D. Del. Apr. 21, 2025); *In re Biolase, Inc.*, Case No. 24-12245 (Bankr. D. Del. Oct. 25, 2024); *In re Independent Pet Partners Holdings, LLC*, Case No. 23-10153 (Bankr. D. Del. Apr. 4, 2023).[6] In

[6] Because of the voluminous nature of the unreported orders cited herein, they are not annexed to this Motion. Copies of these orders are available upon request.

addition, the Debtors understand that indemnification, contribution, and reimbursement provisions like those in the Engagement Agreement are customary and reasonable for in and out of court investment banking engagements. *See United Artists Theatre Co. v. Walton* (*In re United Artists Theatre Co.*), 315 F.3d 217, 234 (3d Cir. 2003) (finding indemnification agreement between debtor and financial advisor reasonable under section 328 of the Bankruptcy Code).

33. The Debtors believe the Fee and Expense Structure and any indemnification provisions in the Engagement Agreement are reasonable terms and conditions of employment and should be approved under section 328(a) of the Bankruptcy Code, in light of (a) industry practice, (b) market rates charged for comparable services both in and out of chapter 11, and (c) Soravine's substantial experience in providing investment banking services.

34. As explained above, the proposed terms and conditions of Soravine's employment are reasonable, customary, and in the best interest of the Debtors' estates and creditors. Moreover, under section 1107(b) of the Bankruptcy Code, Soravine's prepetition relationship with the Debtors is not an impediment to Soravine's postpetition retention.

REQUEST FOR WAIVER OF CERTAIN TIME KEEPING REQUIREMENTS OF LOCAL RULE 2016-1

35. It is not the general practice of investment banking firms, including Soravine, to keep detailed time records similar to those customarily kept by attorneys and required by Local Rule 2016-1(d). Because Soravine does not ordinarily maintain contemporaneous time records in one-tenth hour increments, provide or conform to a schedule of hourly rates for its professionals, and Soravine's proposed compensation is based on fixed fees, pursuant to Local Rule 2016-1(h) the Debtors request that Soravine be excused from compliance with the requirements under Local Rule 2016-1(d). Instead, Soravine's proposes to maintain records of services rendered to the Debtors, including summary descriptions of those services, the time expended in providing those

services in half-hour increments, and the identity of the individuals who provided services. Soravine will include such records in its fee applications. Bankruptcy courts in this District have approved similar waivers. *See, e.g.*, *In re Brightmark Plastics Renewal LLC*, Case No. 25-10472; *In re Ideanomics, Inc.*, Case No. 24-12728; *In re Biolase, Inc.,* Case No. 24-12245; *In re Nova Wildcat Shur-Line Holdings, Inc.*, Case No. 23-10114; *In ere RTI Holding Co., LLC*, Case No. 20-12456; *In re M&G USA Corp.*, Case No. 17-12307 (BLS).

36. Soravine will also maintain detailed records of any actual and necessary costs and expenses incurred in connection with the services provided to the Debtors.

NOTICE

37. Notice of this Application will be provided to: (a) the Office of the U.S. Trustee for the District of Delaware; (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; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the relief requested, no further notice is necessary.

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 in this Application, and such other relief as the Court deems just and proper.

Dated: September 29, 2026

Respectfully submitted,

/s/ Albert Altro
Albert Altro
Chief Restructuring Officer

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Yardbird Group LLC, *et al.*,	Case No. 26-11479 (BLS)
Debtors.[1]	(Jointly Administered)
	Objection Deadline: October 13, 2026 at 4:00 p.m. (ET) **Hearing Date: October 20, 2026 at 10:00 a.m. (ET)**

NOTICE OF DEBTORS' APPLICATION FOR AN ORDER PURSUANT TO SECTION 327(a) AND 328(a) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY SORAVINE ADVISORS LLC AS INVESTMENT BANKER TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE AND WAIVING CERTAIN TIME-KEEPING REQUIREMENTS

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors"), filed the *Debtors' Application for an Order Pursuant to Section 327(a) and 328(a) of the Bankruptcy Code Authorizing the Debtors to Retain and Employ Soravine Advisors LLC as Investment Banker to the Debtors, Effective as of the Petition Date and Waiving Certain Time-Keeping Requirements* (the "Application") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections to the Application, 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 13, 2026 at 4:00 p.m. (ET)** (the "Objection Deadline"), and served upon and received by the undersigned proposed counsel for the Debtors.

[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.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Application are received, the Application and such objections shall be considered at a hearing before the Honorable Brendan L. Shannon at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801 on **October 20, 2026 at 10:00 a.m. (ET).**

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

Dated: October 6, 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 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.	(Jointly Administered)
	Re: Docket No. __

ORDER PURSUANT TO SECTIONS 327(A) AND 328(A) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY SORAVINE ADVISORS LLC AS INVESTMENT BANKER TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE, AND WAIVING CERTAIN TIME-KEEPING REQUIREMENTS

Upon the application (the "Application")[2] of the Debtors for entry of an order pursuant to sections 327(a), 328, and 1107(b) of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2014-1 and 2016-1(h) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") authorizing the Debtors to (i) employ and retain Soravine Advisors LLC ("Soravine"), as investment banker to the Debtors, effective as of the Petition Date, in accordance with the engagement agreement attached to the Application as **Exhibit B** (the "Engagement Agreement"); and (ii) modifying certain time-keeping requirements of Local Rule 2016-1, all as more fully set forth in the Application; and upon consideration of the Batra Declaration submitted in support of the Application; and this Court having reviewed the

[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 such terms in the Application.

Application, the First Day Declaration, and the Batra Declaration; and this Court having found that (a) this Court has jurisdiction over this matter pursuant to 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; (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Application was sufficient under the circumstances and that no other or further notice is necessary; and this Court being satisfied that Soravine is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code; and that Soravine does not hold or represent an interest adverse to the Debtors' estates; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and no objections having been filed to the Application; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT,

1. The Application is GRANTED**,** as set forth herein.

2. Pursuant to sections 327(a), 328, and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to retain and employ Soravine as investment banker to the Debtors in accordance with the terms and conditions of the Engagement Agreement, effective as of the Petition Date.

3. The terms of the Engagement Agreement are approved in all respects except as limited or modified herein.

4. All of Soravine's compensation set forth in the Engagement Agreement, including, without limitation, the Fee and Expense Structure, is approved pursuant to section 328(a) of the Bankruptcy Code, and Soravine shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of the Engagement Agreement, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court.

5. None of the fees payable to Soravine shall constitute a "bonus" or enhancement under applicable law.

6. Soravine shall file a fee application for final allowance of compensation for services and reimbursement of expenses pursuant to the procedures set forth in section 330 and 331 of the Bankruptcy Code; *provided, however*, the final fee application filed by Soravine shall be subject to review only pursuant to the standard of review set forth in section 328 of the Bankruptcy Code and not subject to the standard of review set forth in section 330 of the Bankruptcy Code; *provided further, however*, that Soravine will not seek reimbursement from the Debtors' estates for any attorneys' fees or expenses incurred in defending against any formal objection to Soravine's final fee application,

7. Soravine is granted a waiver of the time-keeping requirements relating to compensation requests set forth in Local Rule 2016-2(d) as requested in the Application. Among other things, Soravine shall maintain records of services rendered for the Debtors, including summary descriptions of those services, the time expended in providing those services in half-hour increments, and the identity of the individuals who provided those services. Soravine shall include such records in its final fee application. For the avoidance of doubt, Soravine shall be paid its Monthly Fee without the need for monthly or interim applications for compensation; *provided,*

however, Soravine must submit monthly fee invoices to the U.S. Trustee and any Committee, if appointed, describing in narrative fashion the work performed during the monthly period by each professional working on the engagement. Soravine must submit the monthly fee invoices to the U.S. Trustee and Committee by the twentieth (20th) day of each calendar month.

8. Notwithstanding any provision to the contrary in this Order, the U.S. Trustee shall have the right to object to Soravine's request(s) for monthly and final compensation based on the reasonableness standard provided in section 330 of the Bankruptcy Code, not section 328(a) of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Soravine's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Soravine's fees.

9. To the extent that Soravine uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, Soravine shall (i) pass through the cost of such Contractors at the same rate that Soravine pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Soravine; and (iv) file with this Court the disclosures required by Bankruptcy Rule 2014.

10. The Debtors shall be bound by the indemnification, contribution, reimbursement, exculpation, and other provisions of the Engagement Agreement and will indemnify and hold harmless Soravine and the other Indemnified Parties (as defined in the Engagement Agreement), pursuant to the Engagement Agreement, subject to the following:

a. The Indemnified Parties (as defined in the Engagement Agreement) shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services, unless such services and the indemnification, contribution, or reimbursement are approved by this Court;

b. The Debtors shall have no obligation to indemnify any Indemnified Party, or provide contribution or reimbursement to any Indemnified Party, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from any Indemnified Party's gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of any Indemnified Party's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Company*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in the clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which the Indemnified Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement; and

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (such order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, any of the Indemnified Parties believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Party must file an application in this Court, and the Debtors must not pay any such amounts to such Indemnified Party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.

11. Any limitation of liability pursuant to the terms and conditions set forth in the Engagement Agreement, or otherwise, is hereby eliminated for the duration of these Chapter 11 Cases. Notwithstanding anything herein, Soravine will have whatever fiduciary duty (if any) imposed on it by applicable law.

12. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any Chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under Chapter 7.

13. Soravine shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

14. Notwithstanding anything to the contrary in the Engagement Agreement, to the extent that the Debtors and Soravine agree that Soravine should perform additional services not contemplated by the Engagement Agreement resulting in additional fees, such fees shall be subject to advance notice to and approval by this Court

15. To the extent there is any inconsistency between this Order, the Batra Declaration, the Engagement Agreement, and the Application, this Order shall govern.

16. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

18. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Engagement Agreement

SORAVINE ADVISORS LLC

August 4, 2026

Yardbird Group, LLC
747 3rd Avenue, 22nd Floor
New York, NY 10017

Attention: Matthew Licciardello. Chief Executive Officer

Re: Engagement Letter

Dear Mr. Licciardello:

This letter agreement (the "***Agreement***") confirms the terms under which Yardbird Group, LLC (the "***Company***" or "***you***") has engaged Soravine Advisors LLC ("***Soravine***", "***we***" or "***us***") as your exclusive investment banker. For purposes hereof, the term "Company" includes subsidiaries of the Company and any entity that the Company or its subsidiaries may form or invest in and shall also include any successor to or assignee of all or any substantial portion of the assets and/or businesses of the Company. The matters referred to in this Agreement constitute our "***Engagement***". This Agreement shall be effective as of August 4, 2026.

SERVICES TO BE RENDERED

The exclusive investment banking services to be provided by Soravine shall include the following:

Sale Services. To the extent requested by the Company, we shall:

(a) Provide advice to the Company regarding a Sale (as defined below), assistance in preparation of marketing materials, contact and solicit potential acquirers in collaboration with the Company;
(b) To the extent that a Sale is consummated in a Chapter 11 Case, (i) assist with the preparation of Bankruptcy Court motions related to the Sale, (ii) consult with other retained parties, lenders, creditors' committee, and other parties-in-interest, (iii) participate in Bankruptcy Court (as defined below) hearings and providing expert advice and testimony in connection with the Sale, (iv) perform such other tasks as appropriate and as may reasonably be requested by the Company's management or counsel; and
(c) Assist in executing a Sale, including assisting in coordination of the due diligence process, and negotiating the terms of any proposed Sale, as requested.

For purposes of this Agreement, the term "***Sale***" shall mean the disposition in one or a series of related transactions (i) of all or more than 50% of the equity securities of the Company by the security holders of the Company or (ii) of all or more than 50% of the assets or businesses of the Company or its subsidiaries, in either case, including through a sale or exchange of capital stock, options or assets, a lease of assets with or without a purchase option, a merger, consolidation or other business combination, a tender offer, the formation of a joint venture, partnership or similar entity, or any similar transaction (other than a Restructuring).

Restructuring Services. To the extent requested by the Company, we shall:

(a) Provide investment banking advice and assistance to the Company in developing a Restructuring;

(b) Assist the Company and/or participate in negotiations with entities or groups affected by the Restructuring.

For purposes of this Agreement, the term "***Restructuring***" means any recapitalization, modification, amendment, restructuring or reorganization, whether or not pursuant to chapter 11 ("***Chapter 11***") of title 11 of the United State Code (the "***Bankruptcy Code***") of the Company's equity and/or debt securities, loans and/or other indebtedness, obligations or liabilities (including partnership interests, lease obligations, trade credit facilities (but for the avoidance of doubt, not the negotiation by the Company of adjustments of bills from vendors in the ordinary course) and/or contract or tort obligations (collectively, the "***Obligations***"), including pursuant to any repurchase, exchange, conversion, cancellation, forgiveness, retirement, plan, solicitation of consents, waivers, acceptances, authorizations and/or a modification or amendment to the terms, conditions or covenants thereof.

To the extent any broker-dealer services are required to be performed in connection with this Agreement, such services will be provided by BA Securities LLC, member FINRA, SIPC ("BA Securities") and its "associated persons" (as defined in NASD Rule 1011(b)) of BA Securities. There will be no additional fees to the Company if BA Securities provides their services. Soravine is not a registered broker-dealer and is not an affiliate of BA Securities; however, certain Soravine personnel are also associated persons of BA Securities. When providing broker-dealer services, those certain Soravine personnel do so as associated persons of BA Securities.

Generally. Notwithstanding anything contained in this Agreement to the contrary, we shall have no responsibility for designing or implementing any initiatives to improve the Company's administration, organization, operations, profitability, cash management or liquidity, or to provide any fairness, valuation, or solvency opinions. We make no representations or warranties about the Company's ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business, or (iii) successfully complete a Sale or Restructuring. We are retained under this Agreement solely to provide advice and services regarding the transactions contemplated by this Agreement. Our Engagement does not encompass providing "crisis management" or business and strategy consulting services to the Company.

The advisory services and compensation arrangements set forth in this Agreement do not encompass litigation preparation / testimony or other investment banking services or transactions that may be undertaken by us at the written request of the Company, or any other specific services not set forth in this Agreement. The terms and conditions of such investment banking services, including compensation and arrangements, would be set forth in a separate written agreement between us and the Company. In case of litigation preparation and testimony, these services will be billed on an hourly basis.

COMPENSATION

As compensation for our services, the Company agrees to pay us in cash, by wire transfer of immediately available funds when due, the following fees (individually or collectively, "***Fees***"):

(a) an initial nonrefundable cash fee ("***Initial Nonrefundable Fee***") of $50,000 is due and payable on August 4, 2026 (which Initial Nonrefundable Fee shall be not be credited against Sale Fee or Restructuring Fee); plus
(b) a monthly financial advisory fee ("***Monthly Fee***") of $35,000 for each month of the

Engagement, due and payable on the 4th of every month, starting September 4, 2026 (100% of Monthly Fee for the first three months actually paid shall be credited towards Sale Fee or Restructuring Fee); plus

(c) a Sale Fee which is the sum of $550,000 plus 5% of Transaction Value in excess of the amount of any credit bid by the Company's secured lenders under its credit facility, inclusive of first lien debt and any DIP Financing. A Sale fee will be payable for a Sale to any party and will include a credit bid. A Sale Fee is payable promptly upon consummation of such Sale; plus

(d) a Restructuring Fee in the amount of $550,000, payable promptly upon consummation of a Restructuring.

(e) Soravine's Monthly Fee, Sale Fee and Restructuring Fee will be included as part of the professional fee carve-out in the DIP.

(f) Notwithstanding the foregoing, in the event the consummated transaction constitutes a securities transaction, any Monthly Fee, Restructuring Fee and Sale Fee payable in connection therewith shall, to the extent required by applicable securities laws and FINRA rules, be paid to BA Securities. In the event the consummated transaction constitutes an asset sale or other non-securities transaction, any Monthly Fee, Sale Fee and Restructuring Fee payable in connection therewith shall be paid to Soravine Advisors LLC.

Notwithstanding the foregoing, Soravine shall not be paid a Sale Fee and/or a Restructuring Fee in connection with the same transaction. For the avoidance of doubt, where the nature of the transaction and services provided may fall into more than one category, the highest of any of the Sale Fee or Restructuring Fee shall apply. In addition, the Sale / Restructuring Fee are payable to Soravine in case of all transactions consummated by the Company irrespective of whether the transaction is done with current stakeholders/management or new investors/lenders/buyers or with current interested investors/lenders/buyers who are having conversations with the Company.

If a transaction is consummated in a Chapter 11 case by a credit bid from the Company's secured lender, and the cash component of any such bid does not include sufficient cash to pay the applicable Fee, Soravine shall be deemed to have (and the Company shall not object to) an administrative claim in the Chapter 11 Case for any unpaid portion of such Fee.

For the purpose of calculating any of the Fees, "***Transaction Value***" shall include without limitation and without duplication: (i) all cash (including escrowed amounts, and other withheld amounts) paid or payable to the Company or its owners by the Investor or purchaser in the transaction (including the sale of inventory, fixtures and equipment and other assets); (ii) the fair market value of all notes, securities and other property issued or delivered or to be issued or delivered to the Company or its securityholders (including holders of the Company's or any of its subsidiaries' common stock, preferred stock, options and warrants) by the Investor or purchaser in the transaction; (iii) liabilities, including all debt and guarantees, directly or indirectly assumed, refinanced, extinguished or consolidated; (iv) the amount of all installment payments to be made to the Company's securityholders; (v) the net present value of any contingent payments (whether or not related to future earnings or operations); and (vi) the amount of any extraordinary dividends or distributions paid to the Company's securityholders in connection with or contemplated by the transaction. For purposes of computing Transaction Value hereunder, non-cash consideration shall be valued as follows: (a) publicly traded securities shall be valued at the average of their closing prices (as reported in The Wall Street Journal or other reputable source reasonably designated by us if The Wall Street Journal does not publish such closing prices) for the five trading days prior to the closing of the transaction, (b) options shall be valued using the treasury stock method without giving effect to tax implications, and

(c) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by us and the Company.

EXPENSES

In addition to our fees for professional services, the Company agrees that it will promptly reimburse all reasonable and documented out-of-pocket expenses incurred during this engagement including, but not limited to, travel and lodging, direct identifiable data processing, document production, publishing services and communication charges, courier services, working meals, and reasonable documented fees and expenses of Soravine's counsel not to exceed $30,000; payable upon rendition of invoices setting forth in reasonable detail the nature and amount of such expenses. It is understood and agreed that nothing herein shall be deemed to limit in any manner the indemnification, expense reimbursement, and other obligations of the Company contained in the Indemnification Agreement attached hereto as Annex A. In connection therewith the Company shall pay Soravine on the date hereof and maintain thereafter a $5,000 expense advance for which Soravine shall account upon termination of this Agreement.

BANKRUPTCY COURT APPROVAL

In the event that the Company is or becomes a debtor under Chapter 11 of the Bankruptcy Code, whether voluntarily or involuntarily, the Company shall use its reasonable efforts to seek an order authorizing our employment pursuant to the terms of this Agreement, as a professional person pursuant to, and subject to the standard of review of, Sections 327(a) and 328(a) of title 11 of the Bankruptcy Code, the applicable Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***") and applicable local rules and orders and not subject to any other standard of review under Section 330 of the Bankruptcy Code. In so agreeing to seek our retention under Sections 327(a) and 328(a) of the Bankruptcy Code, the Company acknowledges that it believes that our general restructuring experience and expertise, our knowledge of the capital markets and our merger and acquisition capabilities will inure to the benefit of the Company in pursuing any transaction, that the value to the Company of our services derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the contingent Fees are reasonable regardless of the number of hours to be expended by our professionals in the performance of the services to be provided hereunder. The Company shall submit our employment application as soon as practicable following the Company's filing of a voluntary Chapter 11 case, or the entry of an order for relief in any involuntary case filed against the Company, and use its reasonable efforts to cause such application to be considered on a prompt basis. The employment application and the proposed order authorizing our employment shall be provided to us as much in advance of any Chapter 11 filing as is practicable, to enable us to review and approve (in our sole discretion) any such application or order prior to its filing. Following entry of the order authorizing our employment, the Company shall pay all Fees and Expenses due pursuant to this Agreement as promptly as possible subject to (i) the approval of the court having jurisdiction of the bankruptcy case involving the Company (the "***Bankruptcy Court***"), (ii) any fee and expense guidelines, orders of the Bankruptcy Court, the Bankruptcy Rules and applicable local rules and orders, and (iii) any requirements governing interim and final fee applications. The Company will work with us to promptly file any and all necessary applications regarding such fees and expenses with the Bankruptcy Court. We shall have no obligation to provide services under this Agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless our retention under this Agreement is approved under Sections 327(a) and 328(a) of the Bankruptcy Code by final order of the Bankruptcy Court which is acceptable to us and which approves this Agreement in all material respects. If the order authorizing our employment is not obtained, or is later reversed, modified or set aside for any reason, we may terminate this Agreement, and the Company shall promptly reimburse us for all Fees and Expenses due hereunder, including any Fees due or to become due under the tail period described in the ***TERMINATION*** section below. Prior to

commencing a Chapter 11 case, the Company shall pay all amounts then due and payable to us in cash. The terms of this Section are solely for our benefit, and may be waived, in whole or in part, only by us.

EXPERTISE

The Company acknowledges and agrees that Soravine's restructuring expertise as well as its mergers and acquisitions capabilities, some or all of which may be required by the Company during the term of our Engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the ultimate benefit to the Company of our services hereunder could not be measured merely by reference to the number of hours to be expended by our professionals in the performance of such services. The Company also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of us and our professionals hereunder over the life of the Engagement, and in light of the fact that such commitment may foreclose other opportunities for us and that the actual time and commitment required of us and our professionals to perform their services hereunder may vary substantially from week to week or month to month, creating "peak load" issues for the firm. In addition, given the numerous issues which we may be required to address in the performance of our services hereunder, our commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for our services for engagements of this nature in an out-of-court context, the Company agrees that all of the fee arrangements specified herein are commercially reasonable.

INFORMATION

You agree to furnish Soravine with such information about the Company, and its subsidiaries and affiliates and the transactions contemplated hereby as Soravine reasonably requests, including information to be included in a prospectus (including any related registration statement), private placement memorandum, offering memorandum or circular or other disclosure document. You hereby represent and covenant to Soravine that (a) all information other than the Projections (as defined below) that has been or will be made available to Soravine by you, or any of your representatives in connection with the transactions contemplated hereby (the "Information"), when taken as a whole, is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which such statements are made, not misleading and (b) all financial projections that have been or will be made available to Soravine by you, or any of your representatives in connection with the transactions contemplated hereby (the "Projections") have been and will be prepared in good faith and will be based upon assumptions believed by you to be reasonable (it being understood that projections by their nature are inherently uncertain and no assurances are being given that the results reflected in the Projections will be achieved).

You agree that if at any time prior to the Closing Date any of the representations in the preceding sentence are or would be no longer accurate and complete in all material respects, if the Information and Projections were being furnished or delivered, and such representations were being made, at any such time, then you will promptly supplement, or cause to be supplemented, the Information and Projections so that such representations will be correct in all material respects at such time. You also agree to promptly advise Soravine of all developments materially affecting the Company or any of its subsidiaries or affiliates or the transactions contemplated hereby. In addition, any representations and warranties made by you to purchasers of securities in connection with any transaction contemplated hereby shall be deemed to be incorporated into this Agreement and any opinions delivered by or on behalf of you to the purchasers of any such securities shall expressly provide that Soravine may rely upon such opinions. Subject to its

confidentiality obligations to you, you acknowledge that Soravine may share with any of its affiliates, and such affiliates may share with Soravine, any information related to the Company or any of its subsidiaries or affiliates (including, without limitation, in each case, information relating to creditworthiness) and the transactions contemplated hereby.

In conducting the transactions hereunder, you acknowledge that Soravine is and will be using and relying on the Information without independent verification thereof. You will be solely responsible for all Information contained in any prospectus or other transaction document (except for information supplied by Soravine in writing for inclusion therein).

WORK PRODUCT

All documents, materials or information of any kind created by us in connection with this engagement, including, without limitation, any written reports, memoranda, analyses, work papers or status summaries, whether or not delivered to the Company, are work product (collectively, "***Work Product"***). You agree not to use any Work Product except in connection with any transaction contemplated by this Agreement or otherwise within the scope of the Engagement, and not for any other purpose. Unless otherwise expressly agreed, no one, other than senior management or the Company's Board of Directors, is authorized to rely upon the Work Product. You may not publicly disclose, summarize, excerpt from or otherwise refer to any Work Product rendered by us, whether formal or informal, without our prior written consent. Notwithstanding the foregoing, the Company may disclose Work Product if, upon written advice of outside counsel, and then only to the extent required by law, order of a court of competent jurisdiction, or legal process, provided the Company shall provide us prior written notice of such requirement and cooperate with us to seek reasonable protective treatment of such Work Product.

SCOPE OF SORAVINE'S SERVICES

In performing its services pursuant to this Agreement, Soravine is not assuming any responsibility for the decision of the Company or any other party to pursue (or not to pursue) any business strategy or to effect (or not to effect) any Restructuring, Sale or other transaction contemplated hereby. Soravine shall not be responsible for providing or deemed to have provided any tax, accounting, actuarial, legal or other specialist advice.

INDEMNIFICATION AND CONTRIBUTION

Annex A is hereby incorporated by reference into and made a part of this Agreement.

USE AND DISCLOSURE OF ADVICE AND INFORMATION

You acknowledge that all opinions and advice we render, whether formal or informal, are intended solely for the benefit and use of your Board of Directors in its consideration of a Restructuring, Sale or any other transaction contemplated hereby. Except to the Board of Directors, your senior management and their professional advisors, no advice or opinion we render, whether formal or informal, may be disclosed, in whole or in part, or summarized, excerpted from, or otherwise referred to without our prior written consent, which consent will not be unreasonably withheld.

You will furnish us with all information concerning you which we reasonably deem appropriate, will provide us with access to your officers, directors, employees, accountants, counsel and other representatives.

To help the United States government fight the funding of terrorism and money laundering activities, the federal law of the United States requires all financial institutions to obtain, verify and record

information that identifies each person with whom they do business. This means we must ask you for certain identifying information, including a government-issued identification number (e.g., a U.S. taxpayer identification number) and such other information or documents that we consider appropriate to verify your identity, such as certified articles of incorporation, a government-issued business license, a partnership agreement or a trust instrument.

You agree that Soravine has the right to place advertisements (including, without limitation, customary "tombstone" advertisements) in financial and other newspapers and journals at its own expense describing its services to you. You further agree that any references you make to Soravine or any of its affiliates made in advertisements or other marketing materials used in connection with a Restructuringor Sale are subject to the prior written approval of Soravine, which approval will not be unreasonably withheld or delayed.

OTHER MATTERS RELATING TO OUR ENGAGEMENT

You acknowledge and agree that you have retained Soravine solely to provide the services set forth in this Agreement and that your engagement of Soravine shall not be deemed to be on behalf of, and is not intended to confer rights upon, any of your affiliates, security holders, creditors or other persons not a party hereto as against Soravine or any of its affiliates or contractors or any of their respective directors, officers, agents, employees or representatives.

In rendering such services, we will act as an independent contractor. You acknowledge and agree that nothing in this Agreement is intended to create duties to you beyond those expressly provided for in this Agreement, and we expressly disclaim the creation of any fiduciary or agent relationship on our part. In no event, shall Soravine or any of its affiliates or contractors or agents be responsible or liable to you as a fiduciary to you or any of your affiliates, security holders, creditors, or employees, or any other person making any claim on behalf of or through you or any of your affiliates, security holders, creditors or employees, in connection with any activity that Soravine may undertake or has undertaken in furtherance of a transaction or otherwise pursuant to this Agreement, either before or after the date hereof.

In connection with the services to be provided hereunder, Soravine may employ the services of its affiliates and contractors and may share with any such affiliate and contractor any information concerning the Company in accordance with the terms of this Agreement. Any affiliate or contractor so employed shall be entitled to all of the benefits afforded to Soravine hereunder and shall be entitled to be reimbursed for its expenses on the same basis as Soravine.

In addition, we and our affiliates and contractors may from time to time perform various investment banking and financial advisory services for other clients and customers who may have conflicting interests with respect to you or a Sale or Restructuring. Except as otherwise provided herein or by separate agreement with you, we and our affiliates will not use confidential information obtained from you pursuant to this engagement in connection with the performance by us and our affiliates of services for other companies, and we and our affiliates will not furnish any such information to other companies. You also acknowledge that we and our affiliates have no obligation to use in connection with this engagement or to furnish you confidential information obtained from other companies.

You acknowledge that we are not an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction. You should consult with your own advisors concerning such matters and are responsible for making your own independent investigation and appraisal of the transactions contemplated by this agreement, and we have no responsibility or liability to you with respect such matters.

If any definitive transaction agreement includes a provision which disclaims on behalf of you any representation, warranty or agreement not made in writing in the definitive transaction agreement, you will use your best efforts to include in such agreement a similar disclaimer for the benefit of Soravine and an acknowledgment by the acquiring party of Soravine' third-party beneficiary status in respect of such disclaimer.

CONFIDENTIALITY

This Agreement is delivered to you upon the condition that neither the existence of this Agreement, nor any of its contents shall be disclosed by you or any of your affiliates and contractors, directly or indirectly, to any other person, except that such existence and contents may be disclosed (i) as may be compelled in a judicial or administrative proceeding or as otherwise required by law and (ii) to your directors, officers, employees, contractors, legal counsel and accountants, in each case on a confidential and "need-to-know" basis and only in connection with the transactions contemplated hereby.

We agree to use all non-public information provided to us by you or on your behalf solely for the purpose of providing the services which are the subject of this agreement and to treat all such information confidentially; provided that nothing herein will prevent us from disclosing any such information (i) to purchasers or prospective purchasers in connection with a Sale or Restructuring (to the extent such information is included in the memorandum to be prepared in connection with a Sale or Restructuring or such disclosure is otherwise consented to by you), (ii) to any rating agency, (iii) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, (iv) upon the request or demand of any regulatory authority having jurisdiction over us or any our affiliates, (v) to the extent that such information was or becomes publicly available other than by reason of disclosure by us in violation of this agreement or was or becomes available to us or our affiliates from a source which is not known by us to be subject to a confidentiality obligation to you, (vi) to the extent such information was independently developed by us without reference to such non-public information, or (vii) to our affiliates and our respective employees, legal counsel, independent auditors and other experts or agents who need to know such information in connection with a Restructuring or Sale or any other services provided by us or our affiliates to you and your affiliates. We accept responsibility for compliance with the provisions of this paragraph by the persons referred to in clause (vii) above. This undertaking by us will automatically terminate one year following the earlier of completion of a Restructuring or Sale or termination of our engagement hereunder.

TERMINATION

The engagement of Soravine hereunder may be terminated (i) by Soravine at any time or (ii) by you at any time, in each case upon thirty (30) days' prior written notice thereof to the other party; *provided*, that the provisions under the headings ***COMPENSATION***, ***EXPENSES***, ***INDEMNIFICATION AND CONTRIBUTION*** (including **Annex A**), ***CONFIDENTIALITY***, and ***MISCELLANEOUS*** shall survive any termination of this Engagement; *provided*, *however*, that prior to any such termination by you, you shall have paid or cause to be paid to Soravine any fees or other amounts due to Soravine hereunder; *provided, further*, that in the case of termination by you, we shall be entitled to be paid the full amount of our Fees if, within **18** months of such termination, (x) any Sale and/or Restructuring is effected, or (y) the Company agrees to a Sale and/or Restructuring which is subsequently effected, provided that the foregoing shall apply only with respect to a Sale or Restructuring with a counterparty that Soravine contacted in writing during the term of the Engagement and that is identified on a written list delivered by Soravine to the Company within sixty (60) days following termination.

MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. You and we hereby waive any right to trial by jury with respect to any claim, action or counterclaim (whether based in contract, tort or otherwise) in connection with any dispute arising out of this Agreement or any of the matters contemplated herein. You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction the State of Delaware Courts (the ***"Courts"***) in connection with any dispute arising out of this Agreement or any of the matters contemplated herein. You agree irrevocably that service of any process, summons, notice or document by registered mail addressed to you shall be effective service of process against you for any claim, action, counterclaim or other legal proceeding relating to any such dispute. You further agree irrevocably and unconditionally to waive any objection to the laying of venue in the Courts. A final judgment by either of the Courts may be enforced in any other courts to whose jurisdiction you or we are or may be subject by suit upon judgment. You further agree that the foregoing provisions of this paragraph shall also apply to your subsidiaries to the same extent as to you, and that Soravine' obligations hereunder are being made in reliance on your foregoing agreements.

This Agreement shall not be assignable by either party without the prior written consent of the other party, provided, however, that either party shall have the absolute right to assign this Agreement to any party that is a successor to the assigning party by contract or operation of law. Any purported assignment to a non-successor party without such prior written consent shall be void.

Soravine reserves the right to employ the services of its affiliates and contractors in providing services contemplated by this Agreement and to allocate, in whole or in part, to its affiliates and contractors certain fees payable to Soravine in such manner as Soravine and its affiliates and contractors may agree, in Soravine's sole discretion.

You further acknowledge that Soravine may share with any of its affiliates and contractors, and such affiliates and contractors may share with Soravine, any information related to the Company or any of its subsidiaries or affiliates (including, without limitation, information relating to creditworthiness) and the transactions contemplated hereby; provided that Soravine agrees to treat, and cause any such affiliate and contractor to treat, all non-public information provided to us by you as confidential information in accordance with customary banking industry practices.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to such subject matter. No party has been authorized by Soravine to make any oral or written statements or agreements that are inconsistent with this Agreement. This Agreement may not be amended or any provision hereof waived or modified except by an instrument in writing signed by Soravine and you. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of a manually executed counterpart of a signature page of this Agreement by e-mail in PDF format or other electronic transmission shall be effective as delivery of the hardcopy original signature page. Headings are for convenience of reference only and shall not affect the construction of, or be taken into consideration when interpreting, this Agreement.

Except with respect to any Indemnified Person as set forth in Annex A hereto, this Agreement is intended for the benefit of the parties hereto and, is not intended to confer any benefits upon, or create any rights in favor of, and may not be relied on by, any persons other than the parties hereto.

We are delighted to accept this engagement and look forward to working with you. Please confirm that the foregoing is our mutual understanding by signing in the appropriate space below and returning this letter to us.

Sincerely,

SORAVINE ADVISORS LLC

By: _____
Name: Vineet Batra
Title: Managing Partner

Accepted and Agreed to as of
the date first above written:

YARDBIRD GROUP, LLC

Matthew Licciardello

By: _____
Name: Matthew Licciardello
Title: Chief Executive Officer

Annex A
Indemnification Agreement

Dear Mr. Licciardello:

This letter will confirm that Soravine Advisors LLC ("Soravine") has been engaged by Yardbird Group, LLC (together with its affiliates and subsidiaries, the "Company") in connection with the matters referred to in the letter agreement, dated as of August 4, 2026 , with an effective date as of August 4, 2026, by and between Soravine and Company (the "Agreement"). In connection with the engagement of Soravine to advise Company as described in the attached Agreement, in the event that Soravine or BA Securities becomes involved in any capacity in any claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, including, without limitation, related services and activities prior to the date of the Agreement, the Company agrees to indemnify, defend and hold Soravine and BA Securities and their affiliates and contractors, and their respective current and former directors, officers, agents, employees, attorneys and other representatives and the successors and assigns of all of the foregoing persons (each an "Indemnified Party") harmless to the fullest extent permitted by law, from and against any losses, claims, damages, fines, penalties, liabilities and reasonable and documented expenses ("Losses"), whether they be joint or several, in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, including, without limitation, related services and activities prior to the date of the Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such Losses resulted solely from the gross negligence, bad faith, fraud, or willful misconduct of such Indemnified Party. In the event that any Indemnified Party becomes involved in any capacity in any Proceeding (regardless of whether or not such or any Indemnified Party is a party to or the subject of such Proceeding) in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement (including, without limitation, in enforcing the Agreement), the Company will reimburse such Indemnified Party for its reasonable and documented legal and other expenses (including the cost of any investigation and preparation) as such expenses are incurred by such Indemnified Party in connection therewith. The Company also agrees to cooperate with any Indemnified Party and to give, and so far as it is able to procure the giving of, all such information and render all such assistance to such Indemnified Party as such Indemnified Party may reasonably request in connection with any Proceeding and not to take any action which might reasonably be expected to prejudice the position of any Indemnified Party in relation to any Proceeding without the consent of Soravine and BA Securities (such consent not to be unreasonably withheld). In the event that any Indemnified Party is requested or authorized by the Company or required by government regulation, subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, arising as a result of or in connection with the matters referred to in the Agreement, the Company will, so long as Soravine and BA Securities are not a parties to the Proceeding in which the information is sought, pay Soravine and BA Securities and their respective contractors the reasonable and documented fees and expenses of their counsel incurred in responding to such a request.

If such indemnification is for any reason not available or insufficient to hold an Indemnified Party harmless, the Company agrees to contribute to the Losses involved in the proportion appropriate to reflect the relative benefits received or sought to be received by the Company and its security holders and affiliates

and other constituencies, on the one hand, and the Indemnified Party, on the other hand, in connection with the matters contemplated by the Agreement, or, if such allocation is determined by a court or arbitral tribunal to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Company or its security holders and affiliates or other constituencies, on the one hand, and of the Indemnified Parties, on the other hand; provided, however, that, to the extent permitted by applicable law, the Indemnified Parties shall not be responsible for amounts which in the aggregate are in excess of the amount of all fees actually received by Soravine from the Company in connection with the Engagement. The Company agrees that for the purposes of this paragraph the relative benefits received, or sought to be received, by the Company and its security holders and affiliates and other constituencies, on the one hand, and the Indemnified Party, on the other hand, in connection with the matters contemplated by the Agreement shall be deemed to be in the same proportion that the total value received or paid or contemplated to be received or paid by the Company or its security holders or affiliates and other constituencies, as the case may be, as a result of or in connection with the matters (whether or not consummated) for which Soravine has been retained to perform financial services bears to the fees paid to Soravine under the Agreement; provided, however, to the extent permitted by applicable law, the Indemnified Parties, taken together, shall not be liable for Losses which in the aggregate are in excess of the amount of fees actually received by Soravine pursuant to the Agreement (exclusive of amounts paid for reimbursement of expenses under the Agreement). IN NO EVENT SHALL SORAVINE OR ANY OTHER INDEMNIFIED PERSON BE OBLIGATED OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. No person found liable for fraudulent misrepresentation shall be entitled to contribution from any person who is not also found liable for such fraudulent misrepresentation

The Company agrees that no Indemnified Party shall have any liability to the Company or any person asserting claims on behalf of or in right of the Company in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, including, without limitation, related services and activities prior to the date of the Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any Losses incurred by the Company resulted solely from the gross negligence, bad faith, fraud, or willful misconduct of Soravine.

If any Proceeding shall be brought, threatened or asserted against an Indemnified Party in respect of which indemnity or contribution may be sought against the Company, Soravine shall promptly notify the Company in writing; provided that failure to so notify the Company shall not relieve the Company from any liability which the Company may have on account of this indemnity or otherwise, except to the extent the Company shall have been actually materially prejudiced by such failure. The Company, upon the written request of such Indemnified Party, shall or, upon written notice to such Indemnified Party, may elect to, assume the defense of such Proceeding, at the Company's own expense, with counsel reasonably satisfactory to such Indemnified Party. Such Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (a) the Company has agreed in writing to pay such fees and expenses, (b) the Company has failed to assume the defense, pursue the defense reasonably diligently or to employ counsel in a timely manner, (c) outside counsel to such Indemnified Party has advised such Indemnified Party that in such Proceeding there is an actual or potential conflict of interest or a conflict on any material issue between the Company's position and the position of such Indemnified Party or (d) the named parties to any such Proceeding (including any impleaded parties) include such Indemnified Party and the Company, and outside counsel to such Indemnified Party has

advised such Indemnified Party that there may be one or more legal defenses available to such Indemnified Party which are different from or in addition to those available to the Company.

Notwithstanding the foregoing, in no event will the Company be required to pay fees and out-of-pocket expenses on account of this indemnity for more than one firm of attorneys (in addition to local counsel (to the extent required) and the counsel retained by the Company) representing each Indemnified Party in any jurisdiction in any one legal action or group of related legal actions.

The Company agrees that, without Soravine's and BA Securities' prior written consents (which shall not be unreasonably withheld, conditioned or delayed), it will not settle, compromise or consent to the entry of any judgment in any pending or threatened Proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not an Indemnified Party is an actual or potential party to such Proceeding), or otherwise directly or indirectly facilitate or participate in any such settlement, compromise or consent by any director, officer or affiliate of the Company, unless such settlement, compromise or consent (a) includes an explicit and unconditional release from the settling, compromising or consenting party of each Indemnified Party from all liability arising out of such Proceeding and (b) does not contain any factual or legal admission by or with respect to any Indemnified Party or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of any Indemnified Party or any action or inaction by each Indemnified Party. No Indemnified Party seeking indemnification, reimbursement or contribution under this letter agreement will, without the Company's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), settle, compromise, consent to the entry of any judgment or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification, reimbursement or contribution may be sought.

The Company's reimbursement, indemnification and contribution obligations under this letter agreement shall be in addition to any liability which the Company may otherwise have at law or in equity, shall not be limited by any rights Soravine or any other Indemnified Party may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, Soravine and any other Indemnified Party.

This agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this agreement is determined to be invalid or unenforceable in any respect, such determination will not affect or impair such provision or the remaining provisions of this agreement in any other respect, which will remain in full force and effect. No waiver, amendment or other modification of this letter agreement shall be effective unless in writing and signed by each party to be bound thereby.

The Company hereby agrees that any action or proceeding brought by the Company against Soravine or BA Securities based hereon or arising out of Soravine's engagement hereunder, shall be brought and maintained by the Company exclusively in the courts of the State of Delaware provided, if the Company commences a Chapter 11 case, all legal proceedings pertaining to this engagement arising after such case is commenced may be brought in the Bankruptcy Court handling such case. The Company irrevocably submits to the jurisdiction of the courts of the State of Delaware and appellate courts from any thereof for the purpose of any action or proceeding based hereon or arising out of Soravine's engagement hereunder and irrevocably agrees to be bound by any judgment rendered thereby in connection with such action or proceedings. The Company hereby irrevocably waives, to the fullest extent permitted by law, any objection it may have or hereafter may have to the laying of venue of any such action or proceeding brought in any

such court referred to above and any claim that such action or proceeding has been brought in an inconvenient forum and agrees not to plead or claim the same.

The obligations of each of Soravine and the Company are solely corporate obligations. No director, officer, employee, agent, shareholder or controlling person of Soravine or the Company shall be subjected to any liability to any person, nor will any such claim be asserted by or on behalf of any other party to this Agreement. The Company's indemnity, reimbursement and contribution obligations provided for herein are solely corporate obligations and shall: (1) be in addition to any liability that the Company otherwise may have to Soravine and any rights that Soravine or any Indemnified Person may have at common law or otherwise; (2) survive the completion or termination of professional services rendered by SORAVINE under the Agreement; (3) apply to any activities prior to this date and any amendment, modification or future addition to Soravine's engagement; and (4) inure to the benefit of the heirs, personal representatives, successors, and assigns of Soravine and each other Indemnified Person.

This agreement may be executed, including by electronic signature, in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile of a signed copy of this agreement or other copy made by reliable mechanical means or an electronic signature may be relied upon as an original.

The provisions of this agreement shall apply to the engagement detailed in the Agreement, as well as any additional engagement of Soravine by us in connection with the matters which are the subject of the Engagement, and any modification of the Engagement or additional engagement and shall remain in full force and effect regardless of any termination or the completion of your services under the Agreement.

Company hereby represents and warrants that (a) it is duly authorized to execute and deliver this agreement and (b) the execution and delivery of this agreement and the performance of the obligations hereunder have been duly authorized and this agreement constitutes a valid and legal agreement enforceable in accordance with its terms.

This agreement and the Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state.

SORAVINE ADVISORS LLC

By: _____
Name: Vineet Batra
Title: Managing Partner

Accepted and Agreed to as of
the date first above written:

YARDBIRD GROUP, LLC

By: Matthew Licciardello
Name: Matthew Licciardello
Title: Chief Executive Officer

Annex B
ACKNOWLEDGEMENT AND AGREEMENT OF BA SECURITIES, LLC

BA Securities, LLC ("BA Securities") acknowledges the terms of this letter agreement (the "Agreement") between Yardbird Group, LLC (the "Company") and Soravine Advisors LLC ("Soravine"), dated as of August 4, 2026 with an effective date as of August 4, 2026, regarding the retention of Soravine as exclusive investment banking financial advisor to provide the services described therein. As provided in the Agreement, BA Securities agrees to provide the broker-dealer services anticipated under and consistent with the Agreement.

DATE: As of August 4, 2026

BA Securities, LLC

By: Peder Hatling

Name: Peder Hatling
Title: Managing Director

SORAVINE ADVISORS LLC

AMENDMENT TO ENGAGEMENT AGREEMENT

This amendment (the "***Amendment***"), effective as of September 29, 2026 and entered into by and between Yardbird Group, LLC (the "***Company***") and Soravine Advisors LLC ("***Soravine***") amends that certain letter agreement (the "***Engagement Agreement***") engaging Soravine as the Company's investment banker.

The following shall hereby replace, in full, the "***Compensation***" section of the Engagement Agreement, currently contained on pages 2-3 of the Engagement Agreement.

COMPENSATION

As compensation for our services, the Company agrees to pay us in cash, by wire transfer of immediately available funds when due, the following fees (individually or collectively, "***Fees***"):

(a) an initial nonrefundable cash fee ("***Initial Nonrefundable Fee***") of $50,000 is due and payable on August 4, 2026 (which Initial Nonrefundable Fee shall not be credited against Sale Fee or Restructuring Fee); plus

(b) a monthly financial advisory fee ("***Monthly Fee***") of $35,000 for each month of the Engagement, due and payable on the 4th of every month, starting September 4, 2026 (100% of Monthly Fee for the first three months actually paid shall be credited towards Sale Fee or Restructuring Fee); plus

(c) a Sale Fee which is the sum of $550,000 plus 5% of Transaction Value in excess of the amount of any credit bid by the Company's secured lenders under its credit facility, inclusive of first lien debt and any DIP Financing. A Sale fee will be payable for a Sale to any party and will include a credit bid. A Sale Fee is payable promptly upon consummation of such Sale; plus

(d) a Restructuring Fee in the amount of $550,000, payable promptly upon consummation of a Restructuring.

(e) Soravine's Monthly Fee, Sale Fee and Restructuring Fee will be included as part of the professional fee carve-out in the DIP.

(f) Notwithstanding the foregoing, in the event the consummated transaction constitutes a securities transaction, any Monthly Fee, Restructuring Fee and Sale Fee payable in connection therewith shall, to the extent required by applicable securities laws and FINRA rules, be paid to BA Securities. In the event the consummated transaction constitutes an asset sale or other non-securities transaction, any Monthly Fee, Sale Fee and Restructuring Fee payable in connection therewith shall be paid to Soravine Advisors LLC.

Notwithstanding the foregoing, Soravine shall not be paid a Sale Fee and/or a Restructuring Fee in connection with the same transaction. For the avoidance of doubt, where the nature of the transaction and services provided may fall into more than one category, the highest of any of the Sale Fee or Restructuring Fee shall apply. In addition, the Sale / Restructuring Fee are payable to Soravine in case of all transactions consummated by the Company irrespective of whether the transaction is done with current stakeholders/management or new investors/lenders/buyers or with current interested investors/lenders/buyers who are having conversations with the Company.

If a transaction is consummated in a Chapter 11 case by a credit bid from the Company's secured lender, and the cash component of any such bid does not include sufficient cash to pay the applicable Fee, Soravine shall be deemed to have (and the Company shall not object to) an administrative claim in the Chapter 11 Case for any unpaid portion of such Fee.

For the purpose of calculating any of the Fees, "***Transaction Value***" shall include without limitation and without duplication: (i) all cash (including escrowed amounts, and other withheld amounts) paid or payable to the Company or its owners by the Investor or purchaser in the transaction (including the sale of inventory, fixtures and equipment and other assets); (ii) the fair market value of all notes, securities and other property issued or delivered or to be issued or delivered to the Company or its securityholders (including holders of the Company's or any of its subsidiaries' common stock, preferred stock, options and warrants) by the Investor or purchaser in the transaction; (iii) liabilities, including all debt and guarantees, directly or indirectly assumed, refinanced, extinguished or consolidated; (iv) the amount of all installment payments to be made to the Company's securityholders; (v) the net present value of any contingent payments (whether or not related to future earnings or operations); and (vi) the amount of any extraordinary dividends or distributions paid to the Company's securityholders in connection with or contemplated by the transaction. For purposes of computing Transaction Value hereunder, non-cash consideration shall be valued as follows: (a) publicly traded securities shall be valued at the average of their closing prices (as reported in The Wall Street Journal or other reputable source reasonably designated by us if The Wall Street Journal does not publish such closing prices) for the five trading days prior to the closing of the transaction, (b) options shall be valued using the treasury stock method without giving effect to tax implications, and (c) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by us and the Company.

Accepted and Agreed to by:

SORAVINE ADVISORS LLC

DocuSigned by:
By: Vineet Batra
478861E166544B4...
Name: Vineet Batra Title: Senior Managing Director

YARDBIRD GROUP, LLC

Signed by:
By: ALBERT ALTRO
D5A5293A5B454D4...
Name: Albert Altro Title: Chief Restructuring Officer

EXHIBIT C

Batra Declaration

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)

DECLARATION OF VINEET ("VIN") BATRA IN SUPPORT OF DEBTORS' APPLICATION FOR AN ORDER PURSUANT TO SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY SORAVINE ADVISORS LLC AS INVESTMENT BANKER TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE, AND WAIVING CERTAIN TIME-KEEPING REQUIREMENTS

I, Vineet ("Vin") Batra, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a senior managing director of Soravine Advisors LLC ("Soravine"), a boutique investment bank with deep expertise in restaurant restructurings, M&A and financings, and I duly authorized to make this declaration (this "Declaration") on behalf of Soravine. I have approximately 30 years of experience in investment banking and financial advisory services in a broad range of restructuring, reorganization, merger & acquisition, and capital raising transactions in traditional and distressed situations across a variety of industries. I have a Masters of Business Administration from New York University's Stern School of Business. I have also passed the

[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.

Certified Financial Analyst and Certified Public Accountant exams and am a FINRA General Securities Registered Representative (Series 7, 63, and 24).

2. This Declaration is submitted in support of the *Debtors' Application for an Order Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code Authorizing the Debtors to Retain and Employ Soravine Advisors LLC as Investment Banker to the Debtors, Effective as of the Petition Date, and Waiving Certain Time-Keeping Requirements* (the "Application").[2]

3. Except as otherwise stated herein, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto. To the extent any information disclosed herein requires amendment or modification upon Soravine's completion of further review or as additional party in interest information becomes available to it, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

SORAVINE'S QUALIFICATIONS

4. Since May 2021, I have led Soravine's Restaurants Investment Banking practice. Prior to founding Soravine, I was a managing director at various investment banking and financial advisory firms, including Configure Partners, LLC, Duff & Phelps Securities, LLC, Deloitte Corporate Finance, LLC and Alvarez & Marsal Securities, LLC.

5. Soravine is a boutique investment bank with deep, proven expertise in restructurings, M&A, and financings. Soravine's senior managing directors have "bulge-bracket" pedigrees, having experience with some of the most sophisticated deals, transaction structures, and analysis. Moreover, Soravine has substantial expertise in investment banking and financial advisory services in a broad range of restructuring, reorganization, merger & acquisition, and capital raising transactions in traditional and distressed situations across a variety of industries.

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

6. Soravine's professionals have extensive experience in matters involving complex financial restructuring. Specifically, Soravine's professionals have served as investment bankers and/or financial advisors for debtors, secured lenders, and other parties in a number of bankruptcy cases, including: *In re BLH Topco, LLC*, No. 25-10576 (CTG) (Bankr. D. Del. 2025); *In re Bravo Brio Restaurants, LLC*, No. 6:25-bk-05224-LVV (Bankr. M.D. Fla. 2025); *In re K.G. IM, LLC*, No. 20-11723 (MG) (Bankr. S.D.N.Y. 2020); *In re CraftWorks Parent, LLC*, No. 20-10475 (BLS) (Bankr. D. Del. 2020); *In re BL Restaurants Holding, LLC*, No. 20-10156 (MFW) (Bankr. D. Del. 2020); *In re RUI Holding Corp.*, No. 19-11509 (LSS) (Bankr. D. Del. 2019); *In re Avenue Stores, LLC*, No. 19-11842 (LSS) (Bankr. D. Del. 2019), *In re Café Holdings Corp.*, No. 18-05837-hb (Bankr. D.S.C. 2018); *In re Elpida Memory, Inc.*, No. 12-10947 (CSS) (Bankr. D. Del. 2012); *In re LCI Holding Company, Inc.*, No. 12-13319 (Bankr. D. Del. 2012); *In re International Garden Products, Inc.*, No. 10-13207 (KJC) (Bankr. D. Del. 2010); *In re True Temper Sports, Inc.*, No. 09-13446 (PJW) (Bankr. D. Del. 2009); *In re NextMedia Group, Inc.*, No. 09-14463 (PJW) (Bankr. D. Del. 2009); *In re Lehman Brothers Holdings Inc.*, No. 08-13555(MG) (Bankr. S.D.N.Y. 2008); *In re Quaker Fabric Corp.*, No. 07-11146 (KG) (Bankr. D. Del. 2007); and *In re Innovative Communication Company, LLC*, No. 06-10133 (JKF) (Bankr. D. Del. 2006). As a result, the Debtors believe that Soravine is well qualified to provide investment banking services and represent the Debtors' interests in these Chapter 11 Cases.

7. Soravine, has been engaged by the Debtors since early August 2026, during which time they have worked closely with the Debtors' management and other professionals in preparing for these Chapter 11 Cases and have become familiar with the Debtors' business operations, capital structure, creditors, and other matters. Specifically, Soravine assisted and advised the Debtors in connection with the Debtors' marketing and sale process in the time preceding the Petition Date.

Accordingly, Soravine is well-suited to provide the investment banking services to the Debtors that are contemplated by the Engagement Agreement and described herein.

SERVICES TO BE PROVIDED

8. Subject to the Court's approval, Soravine will provide the following services to the Debtors in connection with these Chapter 11 Cases:

a. provide advice to the Company regarding a Sale, assistance in preparation of marketing materials, contact and solicit potential acquirers in collaboration with the Company;

b. to the extent that a Sale is consummated in the Chapter 11 Cases, (i) assist with the preparation of Court motions related to the Sale, (ii) consult with other retained parties, lenders, creditors' committee, and other parties in interest, (iii) participate in Court hearings and providing expert advice and testimony in connection with the Sale, (iv) perform such other tasks as appropriate and as may reasonably be requested by the Company's management or counsel; and

c. assist in executing a Sale, including assisting in coordination of the due diligence process, and negotiating the terms of any proposed Sale, as requested;

d. to the extent the Company requests, provide investment banking advice and assistance to the Company in developing a Restructuring; and

e. to the extent the Company requests, assist the Company and/or participate in negotiations with entities or groups affected by the Restructuring.

9. Soravine will work with each of the Debtors' professionals to ensure no unnecessary duplication of effort or cost.

PROFESSIONAL COMPENSATION

10. In consideration of the above services to be provides, and as more fully described in the Engagement Agreement, subject to the Court's approval, the Debtors have agreed to pay Soravine the proposed compensation (the "Fee and Expense Structure") set forth in the Engagement Agreement, which is summarized below:

a. an initial nonrefundable cash fee ("Initial Nonrefundable Fee") of $50,000 (which Initial Nonrefundable Fee shall not be credited against Sale Fee or Restructuring Fee); plus

b. a monthly financial advisory fee ("Monthly Fee") of $35,000 for each month of the engagement (100% of the Monthly Fee for the first three months actually paid shall be credited towards Sale Fee or Restructuring Fee); plus

c. a Sale Fee, which is the sum of $550,000 plus 5% of the Transaction Value (as defined in the Engagement Agreement) in excess of the amount of any credit bid by the Company's secured lenders under its credit facility, inclusive of the first lien debt and any debtor in possession financing. A Sale fee will be payable for a Sale to any party and will include a credit bid. A Sale Fee is payable promptly upon consummation of such Sale; or

d. a Restructuring Fee in the amount of $550,000, payable promptly upon consummation of a Restructuring.

For the avoidance of doubt, Soravine shall not be paid a Sale Fee and a Restructuring Fee in connection with the same transaction. In addition, the Debtors shall reimburse all reasonable and documented out-of-pocket expenses incurred by Soravine, included, but not limited to, travel and lodging, direct identifiable data processing, document production, publishing services and communication charges, courier services, working meals, and reasonable documented fees and expenses of Soravine's counsel not to exceed $30,000. The indemnification, expense reimbursement, and other obligations of the Debtors contained in the Indemnification Agreement are not included in the $30,000 limit. In connection therewith the Debtors have paid and maintain a $5,000 expense advance for which Soravine shall account upon termination of the Engagement Agreement.

11. The Fee and Expense Structure is comparable to the fees and expenses charged by similar firms for comparable engagements, both in and out of bankruptcy. The Fee and Expense Structure also is consistent with Soravine's normal and customary billing practices for cases of this size and complexity that require the level and scope of services outlined above. Soravine and the Debtors believe that the Fee and Expense Structure is reasonable.

12. Soravine's deep restaurant investment banking experience, strategic and financial expertise, capital markets knowledge, financing skills, restructuring capabilities, and mergers and acquisitions expertise, some or all of which may be required during the term of Soravine's engagement, were important factors in negotiating the Fee and Expense Structure.

13. Soravine has obtained valuable institutional knowledge of the Debtors' business, financial affairs, and creditors since execution of the Engagement Agreement, and Soravine is both well qualified and uniquely able to perform these services and assist the Debtors in these Chapter 11 Cases.

14. Soravine has not shared or agreed to share any compensation to be paid by the Debtors with any other person, other than other principals and employees of Soravine, in accordance with section 504 of the Bankruptcy Code.

15. Due to Soravine's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Soravine's services for engagements of this nature both and in and out of Chapter 11, the Fee and Expense Structure is market-based and fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

INDEMNIFICATION

16. The Engagement Agreement contains standard indemnification language with respect to Soravine's services including, without limitation, an agreement by the Debtors to indemnify Soravine and its affiliates, contractors, current and former directors, officers, agents, employees, attorneys and other representatives and the successors and assigns of all of the foregoing persons (each, an "Indemnified Party" and collectively, the "Indemnified Parties") from and against all losses, claims, damages, fines, penalties, liabilities, and reasonable and documented expenses, whether they be joint or several (collectively, the "Losses"), arising out of or in

connection with the engagement of Soravine that is the subject of the Engagement Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review, that such Losses resulted solely from the gross negligence, bad faith, fraud, or willful misconduct of an Indemnified Party.

17. Soravine believes that the indemnification provisions contained in the Engagement Agreement, as may be amended in the proposed order attached to the Application, are customary and reasonable for Soravine and comparable firms providing investment banking services, and as would be modified pursuant to the foregoing limitations, reflect the qualifications and limitations on indemnification provisions that are customary in this District.

18. Moreover, the terms and conditions of the indemnification provisions were negotiated by the Debtors and Soravine at arm's length and in good faith. The provisions contained in the Engagement Agreement, viewed in conjunction with the other terms of Soravine's proposed retention, are reasonable and in the best interest of the Debtors, their estates, and all parties in interest in light of the fact that the Debtors require Soravine's services to successfully restructure. Accordingly, as part of the Application, the Debtors request the Court approve the indemnification provisions as set forth in the Engagement Agreement, as may be amended by the proposed order attached to the Application.

DISINTERESTEDNESS

19. In connection with its proposed retention by the Debtors in these Chapter 11 Cases, Soravine undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Soravine obtained from the Debtors' representatives the names of individuals and

entities that may be parties in interest in these Chapter 11 Cases (the "Potential Parties in Interest"), which are listed on **Exhibit 1** attached hereto.

20. Soravine has researched its client database to determine connections with the Potential Parties in Interest. The results of the search of the Potential Parties in Interest are set forth in **Exhibit 2** hereto. To the best of Soravine's knowledge, neither Soravine nor any of its employees: (a) is a creditor or an insider of the Debtors; (b) is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; or (c) has an interest materially adverse to the interest of the Debtors' estates or of any class of creditors, by reason of any direct or indirect relationship in connection with, or interest in, the Debtors, or for any other reason. To the best of Soravine's knowledge and belief, Soravine has not represented any Potential Parties in Interest in connection with matters relating to the Debtors or their estates, assets, or business and will not represent other entities which are creditors of, or have other relationships to, the Debtors in matters relating to these Chapter 11 Cases.

21. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, neither Soravine nor any employee of Soravine (i) have any connection to the Potential Parties in Interest; (ii) own any equity security of any of the Debtors; (iii) own any debt security of any of the Debtors; (iv) hold a general unsecured claim against any of the Debtors; (v) hold any other claim against any of the Debtors; or (vi) own more than one percent, manage or otherwise control, or have any influence over any of the Potential Parties in Interest.

22. 21. In addition, except as set forth herein, to the best of my knowledge, information, and belief, neither Soravine nor any employee of Soravine (i) has, within the last two years, been an officer, director, or employee of any of the Debtors or (ii) holds an interest materially adverse to interests of the Debtors, or of any class of creditors or equity security holders,

by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

23. Moreover, none of Soravine's professionals expected to assist the Debtors in these Chapter 11 Cases is related to (i) any bankruptcy judge for the District of Delaware or (ii) any employee of the United States Trustee for Region 3.

24. Soravine was retained prepetition and at that time received the Initial Nonrefundable Fee and the $5,000 expense advance upon signing the Engagement Agreement, as well as the first Monthly Fee on September 4, 2026. As of the Petition Date, the Debtors did not owe Soravine any fees or expenses incurred before to the Petition Date.

25. To the best of my knowledge, as set forth above, no individual assignment in which Soravine is involved appeared on the Potential Parties in Interest, and accordingly, none of the entities listed on the Potential Parties in Interest accounts for more than 10% of Soravine's gross revenue during the twelve-month period before to the date hereof.

26. Soravine provides investment banking services to a wide variety of clients. As a result, Soravine has represented, and may in the future represent, certain Potential Parties in Interest, their affiliates, equity holders, and/or sponsors, in matters unrelated to these Chapter 11 Cases, either individually or as part of the representation of an ad hoc or official committee of creditors or interest holders. Certain of Potential Parties in Interest may also be vendors or insurers of Soravine and/or have other non-investment banking relationships with Soravine. To the best of Soravine's knowledge, information and belief, insofar as Soravine has been able to ascertain after reasonable inquiry, none of these representations are adverse to the Debtors' interests.

27. As part of its investment banking and financial advisory activities, Soravine may be involved in numerous cases, proceedings, and transactions involving many different attorneys,

accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, Soravine may have in the past, and may in the future, advised, and/or have been represented by several attorneys, law firms, and other professionals, some of whom may be involved in these Chapter 11 Cases. Finally, Soravine may have in the past, and will likely in the future, be working with or against other professionals involved in these Chapter 11 Cases in matters wholly unrelated to these Chapter 11 Cases. Based upon my current knowledge of the professionals involved in these Chapter 11 Cases, and to the best of my knowledge, none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Soravine is to be employed, and none are in connection with these Chapter 11 Cases.

28. Based on the foregoing, to the best of Soravine's knowledge and belief, neither Soravine nor I, nor any other employee of Soravine that will provide services to the Debtors in connection with this engagement, has any connection with or holds any interest adverse to the Debtors, their estates, or the Potential Parties in Interest.

29. To the best of Soravine's knowledge, information, and belief, insofar as Soravine has been able to ascertain after reasonable inquiry, except with respect to the Engagement Agreement, Soravine has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these Chapter 11 Cases. Soravine will, however, continue to provide professional services to other entities or persons that may be creditors or equity security holders of the Debtors or interested parties in these Chapter 11 Cases; *provided that* such services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors. Additionally, in connection with its debt capital markets, mergers and acquisitions, and special situations practices, in the ordinary course of business, Soravine has and, may in the future, present

investment opportunities to certain of the Potential Parties in Interest or represent Potential Parties in Interest.

30. Accordingly, except as otherwise set forth herein, insofar as Soravine has been able to determine, neither Soravine, nor any employee of Soravine holds or represents any interest adverse to the Debtors or their estates, and Soravine is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b), in that Soravine, and its professionals and employees:

a. is not a creditor, an equity security holder, or an insider;

b. is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and

c. does not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

31. To the extent that Soravine discovers any additional facts bearing in a material respect on its disinterestedness during the period of Soravine's retention in connection with these Chapter 11 Cases, Soravine will supplement this Declaration, as required by Bankruptcy Rule 2014(a).

32. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Date: September 29, 2026

/s/ Vineet Batra
Vineet ("Vin") Batra
Senior Managing Director
Soravine Advisors LLC

EXHIBIT 1

Parties in Interest List

LIST OF POTENTIAL PARTIES IN INTEREST[1]

Debtors
Yardbird Group, LLC
Southern Operations, LLC
Yardbird Beverly Hills, LLC
Yardbird DFW, LLC
Yardbird DC, LLC
Yardbird Chicago, LLC
Yardbird Denver LLC
YB Las Vegas, LLC
Yardbird DFW Management, LLC
Yardbird DFW Concessions, LLC
The Bird Singapore LLC

Non-Debtor Affiliates
The Bird Singapore Pte. Ltd. (Singapore)

Top 20 Unsecured Creditors
BP CRF 901 New York Avenue LLC
Internal Revenue Service
Inkind Cards Inc.
RN 120 Company, LLC/SNB 120 Owner, LLC
TC Uptown Office Tower, LLC/ MCPP Park District Office, LLC
CSC Leasing Co.
Lot 28 Owner LLC
1600 Lenox LLC
La Cienega Partners LP
Allied Global Marketing
Jacob Gray
Sysco North Texas, Inc.
Ramp Business Corporation
Sysco Chicago, Inc.
Edward Don & Company, LLC
Windy City Signs and Graphics
Support305
Sysco Baltimore LLC
Hospitality Service Group
Open Table, Inc.

Lenders
Brightwood Capital SBIC III, LP
Brightwood Loan Services LLC
City National Bank of Florida

Utility Providers
Direct TV, LLC
Comcast Cable Communications, LLC
RingCentral, Inc.
Granite Telecommunications, LLC
Breezeline
Slang AI
ComEd Commonwealth Edison Company
FPL Florida Power & Light Company
Pepco Potomac Electric Power Company
SoCalGas Southern California Gas Company
Peoples Gas System, Inc
Gas South, LLC
TECO Peoples Gas
Washington Gas Light Company
LA Department of Water and Power
(LRS) Lakeshore Recycling Systems LLC
Extrity, LLC
ADT Security Services

Significant Vendors
VCR Restaurant Ventures, LLC
The Chefs Warehouse West Coast, LLC
Sysco South Florida, Inc.
Sysco Corporation
Toast, Inc.
Restaurant365, LLC
Paylocity Holding Corporation
Puzzle Solutions LLC
The Restaurant Assistants

Insurance Carriers
ARC Excess & Surplus, LLC
Liberty Mutual Insurance Company
CHUBB
Crum & Forster Insurance Company
Tokio Marine Holdings, Inc.
Blue Cross Blue Shield Association
Principal National Life Insurance Co

Debtors' Professionals
Traverse LLC

[1] Parties that would be included under multiple categories are included only once on this list.

Potter Anderson & Corroon LLP
Soravine Advisors LLC
Verita Global

Other Professionals
Cohn Reznick
Dine Technology
Higgs Fletcher and Mack LLP
Albert Altro
Adam Paul
Spencer Fane LLP
Darrow Everett LLP
5W Public Relations, LLC

Litigation Parties
Andres Vizcarra

Current Equity Holders
TriSpan RS YB LLC
Yardbird Group MIP, LLC

Banks
J.P. Morgan Chase

Taxing and Regulatory Authorities
Illinois Department of Revenue
City of Chicago Department of Finance
Texas Comptroller of Public Accounts
DC Office of Tax and Revenue
California Department of Tax and Fee Administration
Florida Department of Revenue
Miami-Dade County Tax Collector
City of Miami Beach Finance Department
Cook County Treasurer
Dallas County Tax Office
LA County Treasurer and Tax Collector
LA County Assessor / Treasurer Tax Collector
California Franchise Tax Board
Texas Workforce Commission
Illinois Department of Employment Security
DC Department of Employment Services
California Employment Development Dept.
City of Beverly Hills Finance Department

U.S. Trustee's Office – District of Delaware
Andrew R. Vara
Benjamin Hackman
Christine Green
Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Fang Bu
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon
Juliet Sarkessian
Lauren Attix
Linda Casey
Linda Richenderfer
Michael Panacio
Nyanquoi Jones
Ramona Harris
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch

Bankruptcy Judges & Clerks
Judge Brendan L. Shannon
Judge Craig T. Goldblatt
Judge J. Kate Stickles
Judge Karen B. Owens
Judge Laurie Selber Silverstein
Judge Mary F. Walrath
Judge Thomas M. Horan
Claire Brady
Marquietta Lopez
Nickita Barksdale
Demitra Yeager
Cacia Batts
Lora Johnson
Rachel Bello
Jill Walker
Laurie Capp
Laura Haney

Danielle Gadson
Amanda Hrycak
Al Lugano

EXHIBIT 2

1. Trispan (USA) LLC ("TriSpan"). Prior to the Petition Date, on Sept 25, 2024, Soravine and Trispan entered into a limited consulting services agreement relating to the potential acquisition of an entity, unrelated to the Debtors. The engagement terminated on December 3, 2024 when TriSpan released Soravine to work on the transaction with other lenders/investors. No fees were paid to Soravine in relation to this engagement.

2. In matters unrelated to the Debtors, Soravine and Vineet ("Vin") Batra have transacted or partnered with and/or have been represented/advised by or represented/advised the following parties or professionals in matters unrelated to the Debtors and these Chapter 11 Cases: (i) Traverse LLC, (ii) Albert Altro.

3. Vineet ("Vin") Batra, an employee and Senior Managing Director of Soravine currently serves on the Board of Directors of Manager IM Rest, LLC. This position is unrelated to the Debtors and these Chapter 11 cases.