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 Nos. 10, 47 & 85

FINAL ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICES, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "'Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Final Order") (i) approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies; (ii) establishing procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance; and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing services, and (iv) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this

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

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the Interim Order, as applicable.

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

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Proposed Adequate Assurance constitutes "adequate assurance of payment" for purposes of Bankruptcy Code section 366 on a final basis.

3. The Adequate Assurance Deposit shall be held at a bank that has entered into a Uniform Depository Agreement with the U.S. Trustee for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services to the Debtors as required under section 366 of the Bankruptcy Code, *provided, however*, that to the extent any Utility Company receives any other value from the Debtors as adequate assurance of payment, the Debtors may, with the consent of the Utility Company, reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account on account of such Utility Company by the amount of such other value.

4. The following "Adequate Assurance Procedures" are hereby approved on a final basis:

(a) Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional adequate assurance (an "Additional Assurance Request") on the Notice Parties.

(b) An Additional Assurance Request must (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (iv) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits or other prepayments or assurances previously provided by the Debtors; and (v) set forth why the Utility Company believes that the Proposed Adequate Assurance is not sufficient adequate assurance of payment.

(c) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have 20 days from the receipt of such Additional Assurance Request (the "Resolution Period"), to negotiate with the Utility Company to resolve the Utility Company's Additional Assurance Request; *provided that*, the Debtors and the Utility Company may extend the Resolution Period by mutual agreement.

(d) The Debtors may, without further order of the Court, resolve any Additional Assurance Request by mutual agreement with a Utility Company and the Debtors may, in connection with any such agreement, provide a Utility Company with additional adequate assurance of payment, including cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtors believe such additional assurance is reasonable.

(e) If the Debtors determine in their business judgment that the Additional Assurance Request is not reasonable and is not able to reach an alternative resolution with the Utility Company during the Resolution Period, then the Debtors, during or immediately after the Resolution Period, will request a hearing (the "Determination Hearing") before the Court to determine the adequacy of assurances of payment with respect to that Utility Company pursuant to section 366(c)(3) of the Bankruptcy Code. The Determination Hearing shall be held at the next regularly-scheduled omnibus hearing in these Chapter 11 Cases, unless the Court orders otherwise.

(f) Pending resolution of a dispute scheduled for a Determination Hearing, the Utility Company filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of: (i) unpaid charges for prepetition services, (ii) pending Additional Assurance Request, or (iii) any objections filed in response to the Proposed Adequate Assurance.

(g) All Utility Companies shall be deemed to have adequate assurance of payment under section 366 of the Bankruptcy Code unless and until (i) the Debtors agree in writing to (A) an Additional Assurance Request, or (B) a form of alternative adequate assurance with the Utility Company during the Resolution Period; or (ii) the Court enters an order at any Determination Hearing requiring that additional adequate assurance of payment be provided.

(h) The portion of the Adequate Assurance Deposit attributable to each Utility Company (including any additional amount deposited upon request of any applicable Utility Company), or any portion thereof, shall revert to the Debtors less any amounts owed on account of unpaid, postpetition Utility Services, by no later than 5 business days following the earlier of (i) the date upon which the Debtors reconcile and pay the Utility Company's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Company; (ii) the effective date of any chapter 11 plan confirmed in these Chapter 11 Cases; or (iii) the date of closure of these Chapter 11 Cases.

5. Absent further order of this Court, all Utility Companies, including any subsequently added Utility Company, are prohibited from altering, refusing, discontinuing service to, or discriminating against, the Debtors on account of any unpaid prepetition charges, the commencement of these Chapter 11 Cases, or any perceived inadequacy of the Adequate Assurance Deposit, and from requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than in accordance with the Adequate Assurance Procedures contained herein. The Utility Companies are also prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, other than as agreed to by the Debtors in accordance with the Adequate Assurance Procedures or as permitted by section 366(c)(4) of the Bankruptcy Code with respect to a security deposit provided prepetition. Nothing herein shall impair the rights of any utility provider under Section 366(c)(4) of the Bankruptcy Code.

6. The inclusion of any entity on, or the omission of any entity from, the Utility Company List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code.

7. The Debtors may, subject to the terms of this Final Order, amend or supplement the Utility Company List to add any Utility Company. The Debtors shall file any such amended or supplemental Utility Company List with the Court, and serve a copy of the Motion, this Final Order, and the amended Utility Company List on any Utility Company that is added to the Utility Company List. Within 10 days from the time a Utility Company is added to the Utility Company List, the Debtors shall increase the Adequate Assurance Deposit in an amount equal to the Debtors' average two-week cost of Utility Services provided by such Utility Company added to the Utility Company List, calculated as a historical average over the twelve-month period prior to the Petition Date. A Utility Company added to the Utility Company List shall be permitted to make an Additional Assurance Request according to the Adequate Assurance Procedures.

8. The Debtors may remove a Utility Company from the Utility Company List by filing with the Court a notice of an amended Utility Company List identifying the Utility Company to be removed, and serving a copy of such notice of amended Utility Company List on the Utility Company to be removed. The Utility Company shall have 14 days after service of the notice of amended Utility Company List upon such Utility Company to object to its removal from the Utility Company List. If the Utility Company does not timely object to its removal from the Utility Company List, the Utility Company's removal from the Utility Company List shall be immediately and automatically effective. If a Utility Company timely objects to its removal from the Utility Company List, the Debtors shall request a hearing before this Court at the next omnibus hearing date in these Chapter 11 Cases, not less than 14 days after the objection is filed, or such other date

that the Debtors and the Utility Company may agree, and the Utility Company's removal from the Utility Company List shall not be effective until such objection has been resolved either consensually or by order of this Court.

9. In the event a Utility Company is removed from the Utility Company List pursuant to the terms of this Final Order, (i) the Debtors are authorized to reduce the amount of the Adequate Assurance Deposit by the amount that was attributable to the removed Utility Company and such amount will be promptly returned to the Debtors without further order of the Court, and (ii) if the removed Utility Company received any adequate assurance amounts from the Debtors, the removed Utility Company shall promptly return such amounts to the Debtors (but in no event later than 5 business days after the Utility Company is removed from the Utility Company List).

10. This Final Order shall be binding on all Utility Companies, regardless of when a Utility Company was added to the Utility Company List, *provided, however,* that this Final Order is not binding on any Utility Company that has not been served with this Final Order.

11. This Final Order is without prejudice to any party's rights to contest any amount owed to a Utility Company. Nothing in this Final Order or the Motion shall be deemed to constitute postpetition assumption of any agreement under Bankruptcy Code section 365.

12. In accordance with this Final Order and any other order of this Court, each of the financial institutions at which the Debtors maintain their accounts relating to the provision of payment of adequate assurance as provided in this Final Order is authorized to honor checks and electronic payment requests presented for the provision of adequate assurance as provided in this Final Order and all funds transfer requests made by the Debtors related thereto to the extent that sufficient funds are on deposit in such amounts.

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

14. All objections to entry of this Final Order, to the extent not withdrawn or settled, are overruled.

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

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

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

Dated: October 15th, 2026
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE