Fill in this information to identify the case:

United States Bankruptcy Court for the:

DISTRICT OF DELAWARE

Case number *(if known)* _____ Chapter **11**

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1.	**Debtor's name**	**Southern Operations, LLC**
2.	**All other names debtor used in the last 8 years** Include any assumed names, trade names and *doing business as* names	**YB Miami**
3.	**Debtor's federal Employer Identification Number** (EIN)	**27-5135384**
4.	**Debtor's address**	**Principal place of business** **1600 Lenox Avenue** **Miami Beach, FL 33139** Number, Street, City, State & ZIP Code **Miami-Dade** County **Mailing address, if different from principal place of business** P.O. Box, Number, Street, City, State & ZIP Code **Location of principal assets, if different from principal place of business** Number, Street, City, State & ZIP Code
5.	**Debtor's website** (URL)	**https://www.runchickenrun.com/**
6.	**Type of debtor**	■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify: _____

261147926092000000000001

Debtor **Southern Operations, LLC** Case number (*if known*) _____
Name

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply*

- ☐ Tax-exempt entity (as described in 26 U.S.C. §501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes.

7225

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check **all** that apply*:
  - ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the A*ttachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?
If more than 2 cases, attach a separate list.

- ■ No.
- ☐ Yes.

District _____ When _____ Case number _____
District _____ When _____ Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- ☐ No
- ■ Yes.

Debtor **Southern Operations, LLC** Case number (*if known*)
Name

List all cases. If more than 1, attach a separate list

Debtor **See Attachment** Relationship

District When Case number, if known

11. Why is the case filed in *this district?*

Check all that apply:

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

■ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

■ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard?

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other

Where is the property?
Number, Street, City, State & ZIP Code

Is the property insured?

☐ No

☐ Yes. Insurance agency
Contact name
Phone

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

■ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

☐ 1-49
☐ 50-99
☐ 100-199
☐ 200-999
■ 1,000-5,000
☐ 5001-10,000
☐ 10,001-25,000
☐ 25,001-50,000
☐ 50,001-100,000
☐ More than100,000

15. Estimated Assets

☐ $0 - $50,000
☐ $50,001 - $100,000
☐ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
■ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

16. Estimated liabilities

☐ $0 - $50,000
☐ $50,001 - $100,000
☐ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
■ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

Debtor **Southern Operations, LLC** Case number (*if known*)
Name

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on ***9/21/2026***
MM / DD / YYYY

X ***/s/ Albert Altro*** **Albert Altro**
Signature of authorized representative of debtor Printed name

Title **Chief Restructuring Officer**

---

18. Signature of attorney

X ***/s/ M. Blake Cleary*** Date ***9/21/2026***
Signature of attorney for debtor MM / DD / YYYY

M. Blake Cleary
Printed name

Potter Anderson & Corroon LLP
Firm name

1313 North Market Street, 6th Floor
Wilmington, DE 19801
Number, Street, City, State & ZIP Code

Contact phone **302-984-6000** Email address **bcleary@potteranderson.com**

3614 DE
Bar number and State

Schedule 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtors

On the date hereof, each of the affiliated entities listed below, including the debtor in this chapter 11 case, filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Court"). A motion will be filed with the Court requesting that the chapter 11 cases of each Entity listed below be consolidated for procedural purposes only and jointly administered, pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure, under the case number assigned to the chapter 11 case of Yardbird Group LLC.

ENTITY
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 Concession LLC
The Bird Singapore LLC

WRITTEN CONSENT OF
THE INDEPENDENT MANAGER
OF
YARDBIRD GROUP LLC
ON BEHALF OF YARDBIRD GROUP LLC
AND CERTAIN OF ITS SUBSIDIARIES

September 20, 2026

The undersigned, being the Independent Manager (as defined below) of Yardbird Group, LLC, a Delaware limited liability company ("**Group**"), does hereby consent to, adopt, and approve by written consent, in accordance with Section 18-302 and Section 18-404 of the Delaware Limited Liability Company Act, the following resolutions on behalf of Group, in its individual capacity and in its capacity as the sole, direct or indirect, member of each of Yardbird Beverly Hills, LLC, a Florida limited liability company ("**Beverly Hills**"), Yardbird Chicago, LLC, a Delaware limited liability company ("**Chicago**"), Yardbird Denver LLC, a Delaware limited liability company ("**Denver**"), YB Las Vegas, LLC, a Florida limited liability company ("**Las Vegas**"), Southern Operations, LLC, a Florida limited liability company ("**Southern Operations**"), Yardbird DFW LLC, a Delaware limited liability company ("**DFW**"), Yardbird DFW Management LLC, a Delaware limited liability company ("**DFW Management**"), Yardbird DFW Concession LLC, a Delaware limited liability company ("**DFW Concession**"), Yardbird DC, LLC, a Delaware limited liability company ("**DC**"), and The Bird Singapore LLC, a Delaware limited liability company ("**Bird**;" Beverly Hills, Chicago, Denver, Las Vegas, Southern Operations, DFW, DFW Management, DFW Concession, DC, and Bird, each, a "**Subsidiary**" and collectively, the "**Subsidiaries**;" Group and the Subsidiaries, each, a "**Company**" and collectively, the "**Companies**"):

WHEREAS, pursuant to resolutions of the holders of at least seventy percent (70%) of each series of Series Preferred Units of Group, the Board of Managers of Group, and Group as the sole, direct or indirect, member of the Subsidiaries adopted by omnibus written consent on September 2, 2026 (attached hereto as Exhibit A, the "**Resolutions**"), Adam Paul (the "**Independent Manager**") was granted all of the power and authority to take any or all Independent Manager Actions (as defined in the Resolutions) on behalf of Group, including on behalf of Group in its capacity as the sole, direct or indirect, member of each of the other Companies, including the power and authority to (i) explore, consider, and execute on any and all strategic and financial alternatives as the Independent Manager may determine to be necessary, convenient, advisable, desirable or appropriate for each Company and its respective stakeholders, including, without limitation, the filing and prosecution of a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") and obtaining debtor-in-possession financing in connection therewith, and (ii) delegate any such powers, duties or authority as the Independent Manager deems necessary, convenient, advisable, desirable or appropriate to assist the Independent Manager in fulfilling the Independent Manager's duties and responsibilities;

WHEREAS, the Independent Manager has considered presentations by financial and legal advisors to the Companies regarding, among other things, the liabilities, assets, and liquidity of

the Companies, the strategic alternatives available to the Companies, and the potential impact (financial and otherwise) of the foregoing on the business, creditors, and other parties in interest of the Companies;

WHEREAS, the Independent Manager has been presented with proposed petitions and related documents to be filed by each Company in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") seeking relief under chapter 11 of the Bankruptcy Code as a debtor in possession and thereby commencing a chapter 11 bankruptcy case for such Company (each, a "**Bankruptcy Case**" and collectively, the "**Bankruptcy Cases**");

WHEREAS, the Independent Manager, having had a series of meetings to consider the financial and operational aspects of the businesses of the Companies and the best course of action to maximize value, having received financial and other input from the Companies' respective management and advisors, having had the opportunity to review and consider the same, having pursued and considered various alternatives, and upon the advice of counsel, has determined in the exercise of his business judgment that given the current facts and circumstances confronting the Companies, it is advisable and in the best interests of the Companies, the Companies' creditors, and other interested parties that petitions be filed by the Companies seeking relief under the provisions of chapter 11 of the Bankruptcy Code and commencing the Bankruptcy Cases;

WHEREAS, the Independent Manager has reviewed and considered the advisability and need for the CRO (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Company under the Bankruptcy Code, and pay fees and expenses in connection with the transactions contemplated by the below resolutions, in each case subject to oversight by the Independent Manager, which oversight includes the right to be the final decisionmaker on behalf of each Company and which decision shall be the decision of such Company (the "**Independent Manager Decision**");

WHEREAS, the Independent Manager has reviewed and considered certain actions that may have been taken previously by officers, employees, members or agents of the Companies, as the case may be, in connection with or with respect to the matters set forth in the below resolutions; and

WHEREAS, the Independent Manager desires to approve the following resolutions with respect to the Companies.

NOW, THEREFORE, BE IT:

I. Appointment of Chief Restructuring Officer

RESOLVED, that the prior appointment of Albert Altro of Traverse, LLC. as the Chief Restructuring Officer ("**CRO**") of each Company be, and hereby is, approved, authorized, ratified and confirmed in all respects; and it is further

RESOLVED, that the term of Mr. Altro's service as CRO, including the independent and sole authority delegated herein, shall continue through and including the duration of the restructuring of the Companies; and it is further

II. Commencement of the Bankruptcy Cases

RESOLVED, that the Independent Manager has determined, after due consultation with the management and the legal and financial advisors of each applicable Company, that it is desirable and in the best interests of each Company, their employees, stakeholders, and other interested parties that a petition be filed seeking relief under the provisions of chapter 11 of the Bankruptcy Code, and the filing of each such petition to commence a Bankruptcy Case is authorized hereby; and it is further

RESOLVED, that the CRO be, and hereby is, authorized and empowered, on behalf of and in the name of each Company, as applicable, to execute and verify a voluntary petition in the name of each Company under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the Bankruptcy Court in such form and at such time as the CRO shall determine; and it is further

RESOLVED, that the CRO be, and hereby is, authorized and empowered, on behalf of and in the name of each Company, as applicable, to execute, verify, and/or file, or cause to be executed, verified, and/or filed (or direct others to do so on their behalf as provided herein) all necessary documents, including, without limitation, all petitions, affidavits, statements, schedules, motions, lists, applications, pleadings, and other papers required to file a petition in the Bankruptcy Court and commence a Bankruptcy Case, to employ and retain all assistance by legal counsel, accountants, or other professionals to represent such Company in the Bankruptcy Cases, to take any and all action which the CRO deems necessary, convenient, advisable, desirable or appropriate to maintain the ordinary course operation of the business of such Company during the pendency of the Bankruptcy Cases, and to seek the relief contemplated by "first day" and/or "second day" motions as necessary to maintain ordinary course operations; and it is further

III. Retention of Professionals

RESOLVED, that the prior retention, by or on behalf of the Companies, of (i) the law firm of Potter Anderson & Corroon LLP as bankruptcy counsel for the Companies; (ii) the firm of Soravine Advisors LLC as investment banker for the Companies; and (iii) the firm of Kurtzman Carson Consultants, LLC dba Verita Global as claims, noticing, and solicitation agent be, and each hereby is, approved, authorized, ratified and confirmed in all respects;

RESOLVED, that the CRO be, and hereby is, authorized, empowered, and directed to retain on behalf of each Company any other legal counsel, accountants, financial advisors, investment bankers, and other professionals which the CRO deems necessary, convenient, advisable, desirable or appropriate in connection with, or in furtherance of the Bankruptcy Cases, with a view to the successful prosecution of the Bankruptcy Cases (such acts to be conclusive evidence that the CRO deemed the same to meet such standard); and it is further

RESOLVED, that the CRO be, and hereby is, authorized, empowered, and directed to take and perform any and all further acts and deeds, including, without limitation, (i) the payment of any consideration, (ii) the payment of fees, expenses, and taxes the CRO deems necessary, convenient, advisable, desirable or appropriate, and (iii) negotiating, executing, delivering, and

performing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists, papers, agreements, certificates, and/or instruments (or any amendments or modifications thereto) in connection with the engagement of professionals contemplated by the foregoing resolutions (such acts to be conclusive evidence that the CRO deemed the same to meet such standard); and it is further

IV. Debtor in Possession Financing

RESOLVED, that in connection with the commencement of the Bankruptcy Case by each Company, the CRO be, and hereby is, authorized, directed, and empowered, in the name and on behalf of such Company, as a debtor and debtor in possession, to (a) obtain, enter into, and perform its obligations under transactions providing for post-petition debtor-in-possession financing and the use of cash collateral (the "**Financing Transactions**"), and to negotiate, execute, deliver, verify and/or file all agreements, term sheets, schedules, exhibits and other documents related thereto or in connection therewith (the "**Financing Documents**"), and (b) pay related fees and grant security interests in and junior liens upon some, all, or substantially all of the Companies' assets, acknowledge the debt and liens of existing loans, grant adequate protection liens, and pay interest to the Companies' existing lender(s) in connection with such Financing Transactions and Financing Documents; and it is further

RESOLVED, that the CRO is hereby authorized, empowered, and directed, in the name and on behalf of each Company, to take all such further actions which shall, in the CRO's sole judgment, be necessary, convenient, advisable, desirable or appropriate to perform each Company's obligations under or in connection with the Financing Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and it is further

RESOLVED, that the CRO is hereby authorized, empowered, and directed, in the name and on behalf of each Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of any such Financing Documents which shall, in the CRO's sole judgment, be necessary, convenient, advisable, desirable or appropriate; and it is further

V. Sale

RESOLVED, that in connection with the Bankruptcy Cases, the Independent Manager has determined that it is in the best interests of the Company and its stakeholders that the CRO, on behalf of the Companies and with the help of the Companies' professionals, commence and conduct a sale process for the benefit of each Company, its respective estate, and its respective creditors; and it is further

RESOLVED, that the CRO is hereby authorized, empowered, and directed to negotiate and approve the terms, provisions of, and performance of, and to prepare, execute and deliver all documents necessary to consummate a sale of the Companies' assets (the "**Sale Documents**"), in the name and on behalf of each Company, and such other documents, agreements, instruments,

and certificates as the CRO considers necessary, convenient, advisable, desirable or appropriate to effectuate the transactions contemplated by the Sale Documents; and it is further

RESOLVED, that the CRO is hereby authorized, empowered, and directed, in the name and on behalf of each Company, to take all such further actions, including to pay all fees and expenses, which may arise in accordance with the terms of the Sale Documents, which shall, in the CRO's sole judgment, be necessary, convenient, advisable, desirable or appropriate to perform each Company's obligations under or in connection with the Sale Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and it is further

RESOLVED, that the CRO is hereby authorized, empowered, and directed, in the name and on behalf of each of the Companies, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the Sale Documents which shall, in the CRO's sole judgment, be necessary, convenient, advisable, desirable or appropriate; and it is further

VI. General

RESOLVED, that the CRO be, and hereby is, authorized, directed, and empowered, on behalf of and in the name of each Company, to perform the obligations of each Company under the Bankruptcy Code, with all such actions to be performed in such manner, and all such agreements, certificates, instruments, guaranties, notices, and other documents to be executed and delivered in such form, as the CRO shall approve, and the performance or execution thereof by the CRO shall be conclusive evidence of the approval thereof by the CRO and by each such Company; and it is further

RESOLVED, that the CRO be, and hereby is, authorized, directed, and empowered, in the name of and on behalf of each Company, to cause each Company to enter into, execute, deliver, certify, file, record, and perform under such agreements, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities, certificates, or other documents, to pay all expenses, including filing fees, and to take such other actions as in the judgment of the CRO, shall be necessary, convenient, advisable, desirable or appropriate to prosecute a successful completion of the applicable Bankruptcy Case and to effectuate the restructuring or liquidation of the applicable Company's debts, other obligations, organizational form and structure and ownership of such Company, all consistent with the foregoing resolutions and to carry out and put into effect the purposes of which the foregoing resolutions, and the transactions contemplated by these resolutions, their authority thereunto to be evidenced by the taking of such actions; and it is further

RESOLVED, that the CRO be, and hereby is, authorized, directed, and empowered, on behalf of and in the name of each Company, to take such actions and execute and deliver such documents as may be required or as the CRO may determine to be necessary, convenient, advisable, desirable or appropriate to carry out the intent and purpose of the foregoing resolutions or to obtain the relief sought thereby, including, without limitation, the execution and delivery of any consents, resolutions, petitions, schedules, lists, declarations, affidavits, and other papers or

documents, with all such actions to be taken in such manner, and all such petitions, schedules, lists, declarations, affidavits, and other papers or documents to be executed and delivered in such form as the CRO shall approve, the taking or execution thereof by the CRO being conclusive evidence of the approval thereof by the CRO and such Company; and it is further

RESOLVED, that all of the acts and transactions relating to matters contemplated by the foregoing resolutions, which acts and transactions would have been authorized and approved by the foregoing resolutions except that such acts and transactions were taken prior to the adoption of these resolutions, be, and they hereby are, in all respects confirmed, approved, and ratified; and it is further

RESOLVED, that for the avoidance of doubt, any and all actions taken or decisions made by the CRO subject to the foregoing resolutions are subject to the Independent Manager Decision.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned, being the Independent Manager of Yardbird Group LLC, has executed this written consent as of the date first set forth above.

INDEPENDENT MANAGER:

DocuSigned by:
51BD1C47085A42B...

Adam Paul
Independent Manager

Exhibit A

Resolutions

OMNIBUS WRITTEN CONSENT
OF
THE HOLDERS OF SERIES PREFERRED UNITS OF YARDBIRD GROUP LLC
THE BOARD OF MANAGERS OF YARDBIRD GROUP LLC
AND
YARDBIRD GROUP LLC AS THE SOLE MEMBER OF EACH OF
YARDBIRD BEVERLY HILLS, LLC
YARDBIRD CHICAGO, LLC
YARDBIRD DENVER LLC
YB LAS VEGAS, LLC
SOUTHERN OPERATIONS, LLC
YARDBIRD DFW, LLC
YARDBIRD DFW MANAGEMENT LLC
YARDBIRD DFW CONCESSION LLC
YARDBIRD DC, LLC
THE BIRD SINGAPORE LLC

September 2, 2026

The undersigned, being (i) the holder (the "**Holder**") of at least seventy percent (70%) of each series of Series Preferred Units (as defined in the Group LLC Agreement referred to below) of Yardbird Group, LLC, a Delaware limited liability company ("**Group**"), (ii) all of the Managers on the Board of Managers of Group (the "**Group Board**"), and (iii) Group, acting in its capacity as the, direct or indirect, sole member (the "**Member**" and collectively with Holder and the Group Board, the "**Governing Bodies**") of each of Yardbird Beverly Hills, LLC, a Florida limited liability company ("**Beverly Hills**"), Yardbird Chicago, LLC, a Delaware limited liability company ("**Chicago**"), Yardbird Denver LLC, a Delaware limited liability company ("**Denver**"), YB Las Vegas, LLC, a Florida limited liability company ("**Las Vegas**"), Southern Operations, LLC, a Florida limited liability company ("**Southern Operations**"), Yardbird DFW LLC, a Delaware limited liability company ("**DFW**"), Yardbird DFW Management LLC, a Delaware limited liability company ("**DFW Management**"), Yardbird DFW Concession LLC, a Delaware limited liability company ("**DFW Concession**"), Yardbird DC, LLC, a Delaware limited liability company ("**DC**"), and The Bird Signapore LLC, a Delaware limited liability company (the "**Bird**" and collectively with Group, Beverly Hills, Chicago, Denver, Las Vegas, Southern Operations, DFW, DFW Management, DFW Concession, and DC, the "**Companies**" and individually a "**Company**") do hereby consent to, adopt and approve the following resolutions by written consent in accordance with the Delaware Limited Liability Company Act, the Florida Revised Limited Liability Company Law, and the LLC Agreement (as defined herein) of each such Company, as applicable, with full force and effect as if adopted by affirmative vote at a duly constituted meeting:

WHEREAS, capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed thereto in the Fifth Amended and Restated Limited Liability Company Agreement of Group (the "**Group LLC Agreement**"), and if not defined therein, in the limited liability company or operating agreement of the applicable Company (each such agreement (including the Group LLC Agreement), an "**LLC Agreement**");

WHEREAS, Holder and the Group Board have determined that it is advisable and in the best interests of each Company and their respective stakeholders to designate and appoint Adam Paul as the sole independent manager of Group (the "**Independent Manager**") and to assign and delegate to the Independent Manager all of the power and authority to take any or all of the following actions on behalf of Group, including on behalf of Group in its capacity as the sole member of each of the other Companies (each, an "**Independent Manager Action**" and collectively, the "**Independent Manager Actions**"):

(a) to explore, consider, and execute on any and all strategic and financial alternatives as the Independent Manager may determine to be necessary, convenient, advisable, desirable or appropriate for each Company and its respective stakeholders in light of such Company's cash flow, liquidity, and general financial condition, including, without limitation, the possibilities of seeking alternative financing, undertaking a sale, restructuring, reorganization or other recapitalization transaction and obtaining related financing, making an assignment for the benefit of creditors, filing and prosecution of a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") and obtaining debtor-in-possession financing in connection therewith, or causing, consenting to, and/or approving the dissolution of a Company and carrying out the winding up and liquidation of each such Company in connection therewith (each of the foregoing and any combination of the foregoing, a "**Transaction**");

(b) to consider, evaluate, monitor, negotiate and execute the terms and conditions and to take and all necessary actions in furtherance of a Transaction;

(c) to establish, approve, modify, monitor, and direct the process and procedures related to the review and evaluation of a Transaction, including the authority to determine not to proceed with any such process, procedures, review, or evaluation;

(d) to determine whether a Transaction is advisable and fair to, and in the best interests of, a Company and its stakeholders;

(e) to provide oversight over and into the Transaction negotiation, process and implementation, including in connection with any proceeding under chapter 11 of the Bankruptcy Code, any assignment for the benefit of creditors, and any dissolution and winding up;

(f) to retain and employ legal counsel, accountants, financial advisors, investment bankers, and other professionals to render services to the Companies in connection with any Transaction;

(g) to develop, present to stakeholders, implement, authorize, approve and consummate Transactions that the Independent Manager deems in his sole discretion are in the best interests of the Companies and their respective stakeholders;

(h) to regularly update and advise each Governing Body as to any matters considered or undertaken by the Independent Manager or as a Governing Body may otherwise request;

(i) to delegate any of the Independent Manager's powers, duties or authority as the Independent Manager deems necessary, convenient, advisable, desirable or appropriate to assist the Independent Manager in fulfilling the Independent Manager's duties and responsibilities; and

(j) to take such further action as the Independent Manager deems necessary, convenient, advisable, desirable, or appropriate in connection with, or in furtherance of, the foregoing (the taking of any such act to be conclusive evidence that the Independent Manager deemed the same to meet such standard); and

WHEREAS, the Governing Body of each Company desires to authorize and empower the Independent Manager to take any and all Independent Manager Action as the Independent Manager from time to time deems necessary, convenient, advisable, desirable or appropriate in his sole discretion in the name and on behalf of any and each such Company; and

WHEREAS, to the extent the LLC Agreement of any Company is contrary to or would otherwise prevent or hinder the Independent Manager from performing any or all of the Independent Manager Actions authorized hereunder, the applicable Governing Body desires hereby to amend such LLC Agreement to allow the Independent Manager to perform the Independent Manager Actions.

NOW, THEREFORE, **BE IT:**

RESOLVED, that, notwithstanding anything to the contrary in any LLC Agreement, Holder and the Group Board hereby designate and appoint Adam Paul as the Independent Manager of Group on the terms and conditions set forth herein, and hereby assign and delegate to Adam Paul, in his capacity as the Independent Manager of Group, including in Group's capacity as the sole member of each other Company, all of the power and authority of the Governing Body of each such Company to do or take all or any of the Independent Manager Actions; and be it further

RESOLVED, that, notwithstanding anything to the contrary in any LLC Agreement, the Independent Manager be, and hereby is, authorized and empowered to take any and all Independent Manager Action as the Independent Manager from time to time deems necessary, convenient, advisable, desirable or appropriate in his sole discretion in the name and on behalf of each Company (the taking of any such act to be conclusive evidence that the Independent Manager deemed the same to meet such standard); and be it further

RESOLVED, that, to the extent that any provision of any LLC Agreement of any Company is contrary to, or would otherwise prevent or hinder the Independent Manager from performing any or all of the Independent Manager Actions authorized hereunder on behalf of any Company, each such provision of each LLC Agreement is hereby amended or waived to permit the Independent Manager to perform the Independent Manager Actions as contemplated hereby; and be it further

RESOLVED, that each director, officer and manager, as applicable, of each Company (each, an "**Authorized Person**") be, and hereby is, authorized and empowered on behalf of and in the name of each Company and at the direction of the Independent Manager, to take such actions and execute and deliver such further agreements, documents, instruments or certificates, and the payment of any expenses and fees, as may be required or as such Authorized Person may determine to be necessary, convenient, advisable, desirable or appropriate to consummate, effectuate, carry out or further the intent and purpose of the foregoing resolutions, the taking or execution thereof by such Authorized Person being conclusive evidence of the approval thereof by such Authorized Person and the applicable Companies; and be it further

RESOLVED, that any and all actions heretofore taken by any Authorized Person or member of any Company with respect to and in contemplation of, the transactions authorized by any of the foregoing resolutions, be, and hereby are, authorized, approved, ratified and confirmed; and be it further

RESOLVED, that this Omnibus Consent may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same Omnibus Consent; and be it further

RESOLVED, that this Omnibus Consent be filed with the minutes of the proceedings of each Governing Body and the members of Group.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Omnibus Written Consent as of the date and year first above written.

HOLDER:

TRISPAN RS YB LLC

By: TriSpan RS YB GP (Caymans) Limited, its Manager

DocuSigned by:

By: _____
1C4797233C82470...
Name: Elan Schultz
Title: Director

GROUP BOARD:

Signed by:

_____
9573011AF19C42D...
Name: Matthew Licciardello

_____
Name: Anthony Freijy

GROUP:

YARDBIRD GROUP, LLC, as the sole member of Yardbird Beverly Hills LLC, Yardbird Chicago, LLC, Yardbird Denver, LLC, YB Las Vegas, LLC, Southern Operations, LLC, Yardbird DFW Management LLC, Yardbird DFW Concession LLC, Yardbird DFW, LLC, Yardbird DC, LLC and The Bird Singapore LLC

Signed by:

By: _____
9573011AF19C42D...
Name: Matthew Licciardello
Title: Chief Executive Officer

Fill in this information to identify the case:	
Debtor name	**Yardbird Group LLC, *et al.***
United States Bankruptcy Court for the:	**DISTRICT OF DELAWARE**
Case number (if known):	

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
BP CRF 901 New York Avenue LLC PO Box 415109 Boston, MA 02241-5109	Email: ardept@bxp.com	Rent	N/A	N/A	N/A	$5,491,137.71
Internal Revenue Service Centralized Insolvency Operation 2970 Market Street, Mail Stop 5-Q30.133 Philadelphia, PA 19104	Tel: (800) 973-0424	Tax	Contingent Unliquidated Disputed	N/A	N/A	$3,656,802.63
Inkind Cards Inc. 600 Congress Ave. Suite 1700 Austin, TX 78701	Email: partner.support@inkind.com	Trade Payable	Contingent Unliquidated Disputed	N/A	N/A	$3,126,442.60
RN 120 Company, LLC/SNB 120 Owner, LLC PO Box 25054 New York, NY 10087-5054	Email: northbridge@centennialrec.com Tel: (312) 222-1622	Rent	N/A	N/A	N/A	$2,830,516.41
TC Uptown Office Tower, LLC / MCPP Park District Office CBRE Building ID CP1230 PO Box 82544 Goleta, CA 93118	Email: amy.childress@cbre.com Tel: (972) 499-7200	Rent	N/A	N/A	N/A	$2,181,786.69
CSC Leasing Co. 6802 Paragon Place, Suite 350 Richmond, VA 23230	Email: sam.williamson@cscleasing.com	Rent	Contingent Unliquidated Disputed	N/A	N/A	$1,981,414.11

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Debtor **Yardbird Group LLC, *et al.*** Case number *(if known)*
Name

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Lot 28 Owner LLC PO Box 19039 Golden, CO 80402-6050	Email: glussier@bespokeholdingsco.com Tel: (720) 845-6657	Rent	Contingent Unliquidated Disputed	N/A	N/A	$1,000,000.00
1600 Lenox LLC 7350 Biscayne Blvd. Miami, FL 33138	Email: johnk@50eggsinc.com	Rent	N/A	N/A	N/A	$809,325.56
La Cienega Partners LP Beverly Center PO Box 719223 Chicago, IL 60677-9473	Tel: (317) 263-8163	Rent	N/A	N/A	N/A	$355,350.00
Allied Global Marketing 101 Huntington Ave. Suite 515 Boston, MA 02199	Tel: (404) 239-5452	Trade Payable	Contingent Unliquidated Disputed	N/A	N/A	$152,778.31
Jacob Gray c/o Wilshire Law Firm, PLC 3055 Wilshire Blvd. 12th Floor Los Angeles, CA 90010	Tel: (213) 381-9988	Litigation	Contingent Unliquidated Disputed	N/A	N/A	$75,000.00
Sysco North Texas, Inc. 800 Trinity Drive Lewisville, TX 75056-5297	Tel: (800) 797-2627	Trade Payable	N/A	N/A	N/A	$54,723.81
Ramp Business Corporation 28 W 23rd St, Floor 2 New York, NY 10010	Tel: (855) 206-7283	Trade Payable	N/A	N/A	N/A	$52,482.05
Sysco Chicago, Inc. 250 Wieboldt Drive Des Plaines, IL 60016-3192	Tel: (800) 797-2627	Trade Payable	N/A	N/A	N/A	$47,698.69
Edward Don & Company 2562 Paysphere Circle Chicago, IL 60674	Email: williambowe@don.com Tel: (800) 261-2074	Trade Payable	N/A	N/A	N/A	$29,997.80
Windy City Signs 4904 N. Elston Ave. Chicago, IL 60630	Tel: (312) 448-7556	Trade Payable	Contingent Unliquidated Disputed	N/A	N/A	$25,416.35
Support305 2990 SW 35th Ave. Miami, FL 33133	Tel: (305) 222-7711	Trade Payable	Contingent Unliquidated Disputed	N/A	N/A	$22,004.75
Sysco Baltimore LLC 8000 Dorsey Run Road Jessup, MD 20794	Tel: (410) 799-7000	Trade Payable	N/A	N/A	N/A	$17,911.45

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Debtor **Yardbird Group LLC, *et al.*** Case number *(if known)*
Name

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Hospitality Service Group PO Box 5165 Baltimore, MD 21224	Email: info@hservicegroup.com Tel: (239) 839-7987	Trade Payable	N/A	N/A	N/A	$16,000.00
Open Table 425 Market Street, Floor 12 San Francisco, CA 94105	Email: usaccounts@opentable.com Tel: (800) 673-6822	Trade Payable	N/A	N/A	N/A	$14,659.03

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Yardbird Group LLC, *et al.*,[1]	Case No. 26-_____ (___)
Debtors.	(Joint Administration Requested)

COMBINED CORPORATE OWNERSHIP STATEMENT AND LIST OF EQUITY HOLDERS PURSUANT TO FEDERAL RULES OF BANKRUPTCY PROCEDURE 1007 AND 7007.1

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure, the debtors in the above-captioned chapter 11 cases (each a "Debtor" and collectively, the "Debtors"), hereby state as follows:

1. Non-Debtor TriSpan RS YB LLC holds 100% of the Preferred Units in Debtor Yardbird Group LLC.

2. Non-Debtor Yardbird MIP, LLC holds 100% of the Profit Units in Debtor Yardbird Group LLC.

3. Debtor Southern Operations, LLC is 100% owned by Debtor Yardbird Group LLC.

4. Debtor Yardbird Beverly Hills, LLC is 100% owned by Debtor Yardbird Group LLC.

5. Debtor Yardbird DFW, LLC is 100% owned by Debtor Yardbird Group LLC.

6. Debtor Yardbird DC, LLC is 100% owned by Debtor Yardbird Group LLC.

7. Debtor Yardbird Chicago, LLC is 100% owned by Debtor Yardbird Group LLC.

8. Debtor Yardbird Denver LLC is 100% owned by Debtor Yardbird Group LLC.

[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.

9. Debtor YB Las Vegas, LLC is 100% owned by Debtor Yardbird Group LLC.

10. Debtor Yardbird DFW Management LLC is 100% owned by Debtor Yardbird Group LLC.

11. Debtor Yardbird DFW Concession LLC is 100% owned by Debtor Yardbird DFW Management LLC.

12. Debtor The Bird Singapore LLC is 100% owned by Debtor Yardbird Group LLC.

Fill in this information to identify the case:

Debtor name **Southern Operations, LLC**

United States Bankruptcy Court for the: DISTRICT OF DELAWARE

Case number (if known) _____

☐ Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule* _____
- ■ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration **Combined Corporate Ownership Statement and List of Equity Holders**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on ***9/21/2026***

X ***/s/ Albert Altro***
Signature of individual signing on behalf of debtor

Albert Altro
Printed name

Chief Restructuring Officer
Position or relationship to debtor