IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In Re: YARDBIRD GROUP LLC, *et al.*, *Debtors*.[1]	Chapter 11 Case No.: 26-11479 (BLS) Docket Nos. 91, 119, 171 and 176 (Jointly Administered)

BP/CRF 901 NEW YORK AVENUE LLC'S SUPPLEMENTAL SALE AND ADEQUATE ASSURANCE OBJECTIONS

BP/CRF 901 New York Avenue LLC ("BP/CRF 901"), by undersigned counsel, files this Supplemental Sale and Adequate Assurance Objection pursuant the Order Approving Bidding Procedures and other relief (ECF #91) as modified by an amended filing (ECF #171).[2] As grounds for its Objections, BP/CRF 901 states as follows:

PROCEDURAL FACTS

1. On September 21, 2026 (the "Petition Date"), Yardbird Group LLC (the "Debtor") filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

[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] The full title of the amended Order is "Amended and Superseding Order (A) Approving Bidding Procedures for the Sale of Substantially All of Debtors' Assets, (B) Designating the Stalking Horse Bidder, (C) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling A Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief."

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THE SALE MOTION AND ORDER

2. On September 21, 2026, the Debtor filed a Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of Debtors' Assets, (B) Designating the Stalking Horse Bidder, (C) Scheduling An Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling A Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief (the "Sale Motion") (ECF #14).

3. The Sale Motion disclosed that there was a Stalking Horse bid purchaser, but also contemplated that the Debtors "seek the Court's approval of the Bidding Procedures pursuant to which the Debtors will seek overbids for all or a subset of their Assets." Sale Motion at 3, ¶ 3.

4. The relief requested in the Sale Motion was eventually approved in an Order Approving Bidding Procedures (ECF ## 91 and 171). The amended Sale Order set a deadline of November 4, 2026 at 4:00 pm for the filing of any Supplemental Sale and Adequate Assurance Objections. ECF # 171-1, Part A.3 (page 7 of 186).

5. On October 15, 2026, the Debtors filed a Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Conneciton With Sale of Substantially All Assets ("Assigned Contract Notice"). Schedule 1 to the Assigned Contract Notice lists BP/CRF 901 as a Counter Party to a potentially assumed lease. ECF #119-1, No. 5 (fifth row down from the top of Schedule 1).

6. The Sale Order provides in relevant part that:

> *The Debtors shall promptly provide, upon a Counterparty's request to the Debtors' counsel, the Adequate Assurance Information to any Counterparty (and counsel, if known)* to any

> Contract that may be assumed by the applicable Qualified Bidder. Any Adequate Assurance Information provided by the Debtors to a Counterparty shall be provided on a confidential basis unless otherwise agreed by the applicable Qualified Bidder.

ECF # 91 (Sale Order) at 18-19, Section 34 (emphasis added).

FACTS REGARDING BP/CRF 901

7. BP/CRF 901 leases space to the Debtor pursuant to a Lease dated April 24, 2019 (the "Original Lease") on the first floor ("Premises") of the building located at 901 New York Avenue, N.W., Washington, D.C. signed by Yardbird DC, LLC ("Yardbird DC").

8. The Original Lease was modified by a Lease Modification Agreement dated August 5, 2020, a Second Lease Modification Agreement dated April 5, 2021, a First Amendment to Lease dated May 12, 2021, a Second Amendment to Lease dated May 6, 2022, a Third Amendment to Lease dated April 21, 2023, and a Fourth Amendment to Lease dated June 20, 2024. For convenience, the Original Lease, Modifications, and Amendments may be referred to together as the "DC Lease."

9. Since the date the Petition was filed, Yardbird DC has continued its operations in the Premises.

10. The DC Lease is guaranteed by way of a Guaranty signed by Yardbird Group, LLC, a co-Debtor.

11. On October 28, 2026 and November 2, 2026, counsel for BP/CRF 901 sent emails to Debtors' counsel requesting adequate assurance materials, but to date no financial documents or other evidence of adequate assurance of future performance (of any kind) have been provided to BP/CRF 901 by the Stalking Horse bidder, nor has any such material been provided as to any proposed replacement guarantor for the DC Lease. The terms of any proposed replacement guaranty have also not been negotiated.

ADDITIONAL OBJECTION TO THE SALE AND ANY ASSIGNMENT BECAUSE NO ADEQUATE ASSURANCE MATERIALS HAVE BEEN PROVIDED

12. To date no financial documents of any kind have been provided by the Stalking Horse bidder to BP/CRF 901, nor has any such information been provided by any proposed new guarantor of the DC Lease. As noted above, the terms of any suitable, proposed form of guaranty of the DC Lease have also not been disclosed or negotiated.

JOINDER

13. In addition to the foregoing, BP/CRF 901 joins in the objections filed by the Debtors' other landlords to the extent that such objections are consistent with the objections of BP/CRF 901 and the relief requested by BP/CRF 901 in this Objection.

RESERVATION OF RIGHTS

14. BP/CRF 901 expressly reserves its right to supplement, modify, or amend this Objection and make such other and further objections to the proposed sale and related transactions, including any assumption and assignment of the DC Lease. Nothing set forth herein shall constitute a waiver, discharge, or disallowance of any rights, claims, causes of actions, or defenses that BP/CRF 901 has asserted or may assert against the Debtor.

WHEREFORE, BP/CRF 901 requests that the Court should: (i) sustain these Objections; (ii) deny, or alternatively continue, approval of the proposed assumption and assignment of the DC Lease unless and until Debtors and the Salking Horse bidder satisfy all of the requirements of 11 U.S.C. §365(b), including adequate assurance of future performance, which will likely have to include a guaranty of the DC Lease by an existing entity with sufficient financial wherewithal; and (iii) grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

GREENSTEIN DELORME & LUCHS, P.C.

Dated: November 4, 2026

/s/ James D. Sadowski

James D. Sadowski, D.C. Bar No. 446635
801 17th Street, N.W., Suite 1000
Washington, D.C. 20006
Phone: (202) 452-1400
Fax: (202) 452-1410
Email: jds@gdllaw.com

- and -

SULLIVAN NIMEROFF BROWN HILL LLC

/s/ William A. Hazeltine

William D. Sullivan (No. 2820)
William A. Hazeltine (No. 3294)
919 North Market Street, Suite 420
Wilmington, DE 19801
Tel: (302) 428-8191
Fax: (302) 428-8195
Email: bsullivan@snbhlaw.com
whazeltine@snbhlaw.com

Counsel for BP/CRF 901 New York Avenue LLC