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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

STG LOGISTICS, INC., *et al.*,

Debtors. ¹

Chapter 11

Case No. 26-10258 (MEH)

(Jointly Administered)

**DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER (I) AUTHORIZING
THE RETENTION AND EMPLOYMENT OF GORDON
BROTHERS REALTY SERVICES, LLC AS REAL ESTATE
CONSULTANT AND ADVISOR TO THE DEBTORS AND DEBTORS
IN POSSESSION EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING
CERTAIN TIMEKEEPING REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

¹ The last four digits of Debtor STG Logistics, Inc.'s tax identification number are 8624. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The location of the Debtors' service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this application (the “Application”):²

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) authorizing the Debtors to employ and retain Gordon Brothers Realty Services, LLC (“Gordon Brothers”) so that it may perform services as real estate consultant and advisor in accordance with that certain real estate consulting and advisory services agreement executed on December 12, 2025 by and between the Debtors and Gordon Brothers (the “Engagement Agreement”), a copy of which is attached hereto as Exhibit 1 to **Exhibit A**, effective as of the Petition Date (as defined below); (b) waiving certain timekeeping requirements set forth in the United States Trustee Program’s *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases* (the “U.S. Trustee Guidelines”), Bankruptcy Rules, and the Local Rules (each as defined below); and (c) granting related relief.

2. In support of this Application, the Debtors submit and incorporate by reference the *Declaration of Jonas D.L. McCray in Support of Debtors’ Application for Entry of an Order (I) Authorizing the Employment and Retention of Gordon Brothers Realty Services, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief* (the “McCray Declaration”), which is attached hereto as **Exhibit B**.

² A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of Tyler Holtgreven, Chief Financial Officer of STG Logistics, Inc., in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 33] (the “First Day Declaration”). Capitalized terms used but not defined in this Application have the meaning ascribed to them in the First Day Declaration.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

Background

6. The Debtors, together with their non-Debtor affiliates (collectively, “STG” or the “Company”), are one of North America’s largest providers of integrated port-to-door services and supply chain solutions for cargo owners and logistics providers, including intermodal transportation, drayage, transloading, warehousing, and over-the-road and less-than-truckload solutions. Founded in 1985, the Company began as a warehousing company and has expanded its portfolio over the course of four decades, excelling through the strategic synergy of people, technology, and an extensive network of assets and facilities across North America. Headquartered in Dublin, Ohio, the Debtors now operate approximately 60 locations coast-to-coast with access to every major port and rail ramp in the United States and currently have approximately 1,170 full-time employees.

7. On January 12, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On January 14, 2026, this Court entered an order directing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) [Docket No. 95]. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases. On January 28, 2026, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 198].

Gordon Brothers’ Qualifications

8. Gordon Brothers is a diversified real estate consulting and advisory firm that evaluates, restructures, and facilitates the acquisition and disposition of various types of real estate assets both nationally and internationally. The Debtors seek to retain Gordon Brothers in particular because of Gordon Brothers’ qualifications and substantial experience in real estate restructuring matters. Gordon Brothers has extensive experience solving complex real estate problems and evaluating, negotiating, marketing, and restructuring real estate lease terms. Gordon Brothers has an excellent reputation as a leader in the real estate field and has an experienced team of real estate professionals.

9. Gordon Brothers’ real estate services team also has skills in improving the cash flows of its clients’ businesses through the repositioning and restructuring of real estate commitments. Gordon Brothers’ real estate services team executes real estate strategies quickly and efficiently by advising its clients on a range of options and working with landlords, investors, buyers, sellers, and lenders. Gordon Brothers works across industry sectors and products, serving distressed and healthy companies in the United States and globally, providing services which

include analysis, valuation, and strategic real estate planning, real estate acquisition and disposition, real estate financing and sale-lease back, and real estate lease-related services, including negotiation, modification, and termination of leases.

10. Moreover, Gordon Brothers or its predecessor affiliate has served as a real estate advisor in a similar capacity as contemplated here in many complex bankruptcy cases. *See, e.g., In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Apr. 17, 2025); *In re LL Flooring Holdings, Inc.*, No. 24-11680 (BLS) (Bankr. D. Del. Oct. 25, 2024); *In re Buca Texas Restaurants, L.P.*, No. 24-80058 (SGJ) (Bankr. N.D. Tex. Oct. 3, 2024); *In re Shiekh Shoes, LLC*, No. 17-24626 (VPZ) (Bankr. C.D. Cal. Dec. 28, 2017); *In re RadioShack Corp.*, No. 15-10197 (BLS) (Bankr. D. Del. Feb. 5, 2015); *In re Fresh & Easy Neighborhood Market Inc.*, No. 13-12569 (KJC) (Bankr. D. Del. Oct. 25, 2013);

11. Since its engagement, Gordon Brothers has worked closely with the Debtors' professionals and has become familiar with the Debtors' business operations, capital structure, creditors, and other matters.

12. For the foregoing reasons, the Debtors believe that Gordon Brothers is well qualified to advise the Debtors in an efficient and timely manner, and that the engagement of Gordon Brothers is critical to their efforts in the chapter 11 cases and is in the best interests of the Debtors' estates.

Services to Be Provided

13. Gordon Brothers has and, subject to the Court's approval, the Debtors anticipate that Gordon Brothers will continue to perform the following consulting and real estate advisory services (collectively, the "Services"), among others, with respect to the Debtors' non-residential

real property leasehold interests (collectively, the “Leases”) as necessary, appropriate, feasible, and as may be requested by the Debtors, pursuant to the terms of the Engagement Agreement:³

- a. Meet with the Debtors to ascertain the Debtors’ goals, objectives, and financial parameters;
- b. Mutually agree with the Company with respect to a strategic plan for restructuring, assigning, or terminating the Leases (the “Strategic Plan”);
- c. If requested by the Company, negotiate, on the Company’s behalf, the terms of restructuring, assignment, and termination agreements with third parties and the landlords under the Leases, in accordance with the Strategic Plan;
- d. If requested by the Company, market some or all of the Leases and negotiate with landlords and other third parties to assist the Company in selling the leases;
- e. If requested by the Company, negotiate with landlords to assist the Company in obtaining landlord consents to extensions of the assumption or rejection period;
- f. Assist the Company in reviewing and finalizing documentation related to restructuring, assignment, and termination agreements with respect to the Leases;
- g. Work with the Company and its advisors to provide reporting and supporting market data as necessary for the Company to evaluate lease modifications, lease sales, landlord consents and other proposals;
- h. Provide weekly update reports to the Company regarding the status of the foregoing services; and
- i. Perform such other related services deemed to be necessary or prudent to facilitate the foregoing and as agreed by each of the Company and Gordon Brothers in writing (email to suffice).

14. The Services are necessary to enable the Debtors to maximize the value of their estates and are in the best interests of the Debtors, their estates, and their creditors. Therefore, the Debtors have requested that Gordon Brothers perform the Services set forth in the Engagement

³ The summary provided herein is for illustrative purposes only and is subject to the Engagement Agreement in all respects. In the event of any inconsistency between the Services as set forth herein and the Engagement Agreement, the Engagement Agreement will control. Capitalized terms used in this section have the meaning ascribed to them in the Engagement Agreement.

Agreement, subject to the Court's approval of this Application. Gordon Brothers has stated its desire, willingness, and ability to act as the Debtors' real estate consultant and advisor in these chapter 11 cases.

Professional Compensation

15. Subject to the Court approval, and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, the Debtors will compensate Gordon Brothers in accordance with the terms and provisions of the Engagement Agreement, which provides a compensation structure (the "Fee Structure") in relevant part as follows:

- (i) **Engagement Fee.** A non-refundable engagement fee in the amount of \$100,000 (the "Engagement Fee"). Notwithstanding the non-refundable nature of the Engagement Fee, provided the Company is in compliance with the Engagement Agreement, and subject to Bankruptcy Court limitations, if any, Gordon Brothers will credit the full amount of the Engagement Fee towards any other fees payable by the Company to Gordon Brothers under the Engagement Agreement. The credit will be applied to such other fees as they come due until the total amount of the Engagement Fee has been fully utilized. For the avoidance of doubt, Company shall be responsible for any transaction fees in excess of the total amount of the Engagement Fee.
- (ii) **Lease Transaction Fees.** Gordon Brothers shall receive the fees set forth below in connection with certain transactions regarding the Leases solely to the extent Gordon Brothers provides Services related to such Leases.
 - a. **Restructured Lease Fees.** If the Company enters into an agreement that has the effect of modifying the terms of any Lease (a "Restructured Lease"), the Company shall pay Gordon Brothers as follows: (i) For any deferral of rent, a fee equal to 2.5% of the amount of rent deferred thereunder; (ii) For each monetary lease modification transaction, including without limitation, any extension of base term at a reduced rental rate, a fee equal to 2.5% of the Restructured Lease Savings generated therefrom; and (iii) For each non-monetary transaction, including without limitation, any additional option terms obtained, amended lease language, landlord work without a defined cost, a flat fee of \$7,500.
 - b. **Assignment Fee.** If the Company enters into an agreement that has the effect of assigning any Lease (an "Assigned Lease"), the Company shall

pay Gordon Brothers a fee equal to 2.5% of the Gross Sale Proceeds⁴ therefrom.

- c. **Designation Rights Fee.** If the Company enters into a designation rights agreement for any Lease (a "Designation Rights Lease"), the Company shall pay Gordon Brothers a fee equal to 2.5% of the gross sale proceeds therefrom.
 - d. **Lease Termination Fee.** If the Company enters into an agreement with a landlord that has the effect of terminating such Lease (a "Terminated Lease"), the Company shall pay Gordon Brothers a fee equal to 2.5% of any Gross Sale Proceeds therefrom; provided that no Lease Termination Fee shall be due and payable to Gordon Brothers hereunder to the extent the Company determines to reject any applicable Lease in any Chapter 11 cases the Company may commence.
 - e. **Landlord Payments and Capital Improvement Fees.** If the Company obtains any payments from landlords or capital improvement contributions, including but not limited to one-time cash payments, landlord-completed capital improvements made to a property that directly benefit the Company or reimbursement of capital improvements made to the property and paid for by the Company, the Company shall pay Gordon Brothers a fee equal to 2.5% of the amount of such payment or capital improvement contribution.
- (iii) **Additional Services Fees.** For any services performed outside the scope of the Services expressly set forth in the Engagement Agreement and as mutually agreed in advance of rendering such services by each of the Company and Gordon Brothers in writing (email to suffice) (the "Additional Services"), the Company shall, upon receipt of reasonably detailed invoices related thereto, compensate Gordon Brothers at a rate of \$500 per hour, covering all time spent by Gordon Brothers' personnel on the Additional Services including, without limitation, analysis, meetings, correspondence, and travel, unless otherwise agreed in writing.

16. Gordon Brothers also intends to seek reimbursement for its reasonable, documented, out-of-pocket expenses incurred in connection with its retention and performance of

⁴ "Gross Sale Proceeds" shall be defined as the total consideration paid to the Company by a landlord, tenant, investor, purchaser or any other party with respect to any Assigned Lease, Designation Rights Lease or Terminated Lease. It includes, but is not limited to, any fees and any other form of currency paid or waived by the landlord, subtenant or other third party to the Company. This list is not meant to be exhaustive and Gross Sale Proceeds shall include any consideration or other quantifiable economic benefit paid or payable to the Company in conjunction with any Assigned Lease, Designation Rights Lease or Terminated Lease, including the return of any security deposits. Except as set forth herein, Gordon Brothers shall not be responsible for any other fees or commissions in connection with the disposition of any Leases, including, but not limited to, any fees or commissions that may be owed by the Company to any previous real estate brokers.'

the Services. Any reimbursable expenses for goods or services provided by third parties will be billed and payable without markup by Gordon Brothers, and with respect to reimbursable expenses incurred by Gordon Brothers directly, will represent the actual expense to Gordon Brothers for providing such goods or services.

17. Gordon Brothers may provide Additional Services requested by the Debtors that are not otherwise specifically provided for in the Engagement Agreement, as mutually agreed upon by the Debtors and Gordon Brothers in writing, without the need for the Court's approval.

Waiver of Compliance with Time-Detail Requirements

18. Consistent with its ordinary practice and the practice of real estate advisors in other chapter 11 cases whose fee arrangements are not hours-based, Gordon Brothers does not typically maintain contemporaneous time records or provide or conform to a schedule of hourly rates for its professionals. In exchange for its Services, Gordon Brothers will receive compensation as set forth in the Engagement Agreement. The detailed filing requirements of Bankruptcy Rule 2016 and the U.S. Trustee Guidelines would require the expenditure of unnecessary time and fees in compiling time records and preparing fee applications and could hinder Gordon Brothers from providing Services as efficiently as possible.

19. Given the foregoing and that Gordon Brothers' compensation is based on savings to be achieved from the modification and termination of the leases, the Debtors request that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any other guideline regarding the submission and approval of fee applications, Gordon Brothers' professionals be excused from (a) submitting monthly and interim fee applications as set forth in Bankruptcy Rule 2016 and (b) maintaining time records in connection with the Services to be rendered pursuant to the Engagement Agreement. Notwithstanding the foregoing Gordon Brothers will file a final fee application with a summary

of fees earned and expenses incurred along with a summary of what fees and expenses have been paid upon the earlier of the completion of its Services or the termination or expiration of the Engagement Agreement.

20. The compensation arrangements contained in the Engagement Agreement are highly beneficial to the Debtors' estates as they provide certainty and proper inducement for Gordon Brothers to act expeditiously and prudently with respect to the matters for which it will be employed. Accordingly, because the Debtors are seeking to retain Gordon Brothers under section 328(a) of the Bankruptcy Code, the Debtors believe that Gordon Brothers' compensation should not be subject to any additional standard of review under section 330 of the Bankruptcy Code and does not constitute a "bonus" or fee enhancement under applicable law; *provided, however*, that notwithstanding the foregoing, the U.S. Trustee may review the reasonableness of Gordon Brothers' fees requested in the final application under section 330 of the Bankruptcy Code.

21. The Debtors submit that the compensation structure described above and set forth in the Engagement Agreement is comparable to compensation generally charged by real estate consultants and advisors of similar stature to Gordon Brothers for comparable engagements, both in and out of bankruptcy. The compensation structure is also consistent with Gordon Brothers' normal and customary billing practices for cases of comparable size and complexity that require the level and scope of services to be provided in this case.

Indemnification

22. As part of the overall compensation payable to Gordon Brothers under the terms of the Engagement Agreement, the Debtors have agreed to indemnify Gordon Brothers and its affiliates, employees, or representatives (the "Representatives") and hold them harmless against any and all losses, claims, damages, liabilities and expenses incurred by Gordon Brothers and its Representatives, including without limitation, reasonable legal expenses, arising from, related to,

or in any way connected with the negotiation, execution and/or rendering of services by Gordon Brothers under the Engagement Agreement, unless such losses, claims, damages, liabilities and expenses resulted from the fraud, misrepresentation, gross negligence, willful misconduct or material breach by Gordon Brothers or its Representatives of any of the terms of the Engagement Agreement.

23. In turn, Gordon Brothers will indemnify the Debtors and hold them harmless against any and all losses, claims, damages, liabilities and expenses incurred by the Company and its Representatives, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with fraud, misrepresentation, gross negligence, willful misconduct or material breach by Gordon Brothers or its Representatives of any of the terms of the Engagement Agreement.

24. The indemnification provision contained in the Engagement Agreement (the “Indemnification Provision”) was fully negotiated between the Debtors and Gordon Brothers at arm’s length and in good faith as part of the overall compensation payable to Gordon Brothers under the Engagement Agreement, and is subject, in its entirety, to the terms of the Order. Further, the Indemnification Provision is customary and reasonable for similar real estate advisor engagements in chapter 11 cases and reflects the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions. *See, e.g., In re Cyxtera Technologies, Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. July 3, 2023) [Docket No. 199]; *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 1, 2023) [Docket No. 616]; *In re David’s Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023) [Docket No. 367]; *In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D.N.J. Aug. 13, 2020) [Docket No. 308]; *In re Modell’s Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D. N.J. July

28, 2020) [Docket No. 550]; *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388].

No Duplication of Services

25. The Debtors intend that Gordon Brothers' Services will not duplicate the services to be performed by any other professional retained by the Debtors in these chapter 11 cases. Gordon Brothers will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The Debtors believe that the Services to be provided by Gordon Brothers will complement, and will not be duplicative of, any services of the Debtors' other professionals.

Gordon Brothers' Disinterestedness

26. Gordon Brothers has informed the Debtors that, except as set forth in the McCray Declaration, and subject to the disclosures made therein, Gordon Brothers: (a) does not hold or represent any interest adverse to the Debtors' estates; and (b) believes that it is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. If any new material facts or relationships are discovered or arise, Gordon Brothers will inform the Court as required by Bankruptcy Rule 2014(a).

27. Specifically, except as disclosed in the McCray Declaration, Gordon Brothers has indicated that based on the results of its research conducted to date, and to the best of its knowledge, neither Gordon Brothers, nor any employee thereof, has any connection with the Debtors, any creditors of the Debtors' estates, or any other parties in interest (as reasonably known by Gordon Brothers) or their respective attorneys and accountants, or other advisors, or the United States Trustee for the District of New Jersey (the "U.S. Trustee"), or any person employed in the office of the U.S. Trustee.

28. During the ninety (90) days before the Petition Date, Gordon Brothers was paid in the ordinary course certain fees and expenses due under the Engagement Agreement. Specifically, on January 9, 2026, Gordon Brothers received from the Debtors payment of \$100,000 representing the Engagement Fee. As of the Petition Date, Gordon Brothers was not owed any amounts by the Debtors and does not hold a claim against the Debtors' estates. Gordon Brothers has indicated that if it discovers any information that is contrary or pertinent to the statements made in the McCray Declaration, it will promptly disclose such information to this Bankruptcy Court, the Debtors, and the U.S. Trustee.

Basis for Relief

I. The Debtors Should be Permitted to Retain and Employ Gordon Brothers on the Terms of the Engagement Agreement Pursuant to Sections 327 and 328 of the Bankruptcy Code.

29. The Debtors seek approval of the retention and employment of Gordon Brothers pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code authorizes a debtor in possession to employ professionals that "do not hold or represent an interest adverse to the estate, and that are disinterested persons." 11 U.S.C. § 327(a). As discussed above, Gordon Brothers satisfies the disinterestedness standard of section 327(a).

30. In addition, the Debtors seek approval of the Engagement Agreement, including the Fee Structure set forth therein, pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . 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." 11 U.S.C. § 328(a).

31. Numerous courts have recognized that Congress intended section 328(a) to enable a debtor to retain professionals pursuant to specific fee arrangements to be determined at the time

of the court's approval of the retention, subject to review if the terms are found to be improvident in light of "developments not capable of being anticipated at the time of the fixing of such terms and conditions." See *Donaldson, Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum Co. (In re Nat'l Gypsum Co.)*, 123 F.3d 861, 862–63 (5th Cir. 1997); *Henry A. Leonard & Co. v. United States Trustee (In re River Foal, Inc.)*, 161 B.R. 568, 569 (Bankr. S.D.N.Y. 1993). Courts have approved similar relief in other chapter 11 cases in this district and others. See, e.g., *In re Cyxtera Technologies, Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. July 3, 2023) [Docket No. 199]; *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 1, 2023) [Docket No. 616]; *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023) [Docket No. 367]; *In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308]; *In re Modell's Sporting Goods, Inc.*, No. 2014179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550]; *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388].

32. The Debtors submit that the Fee Structure set forth in the Engagement Agreement is reasonable under section 328(a) of the Bankruptcy Code in light of: (a) the nature and scope of services to be provided by Gordon Brothers; (b) industry practice with respect to the fee structure proposed by Gordon Brothers; (c) market rates charged for comparable services both in and out of chapter 11; and (d) Gordon Brothers' substantial experience with respect to real estate issues.

33. In addition, the terms of the Engagement Agreement were negotiated in good faith and at arm's length between the Debtors and Gordon Brothers and reflect the Debtors' evaluation of the value and expertise of the work to be performed by Gordon Brothers.

II. The Indemnification Provision Is Appropriate.

34. As discussed above, the Debtors and Gordon Brothers believe that the Indemnification Provision is customary and reasonable for real estate consultant engagements,

both out of court and in chapter 11 cases, and reflect the qualifications and limitations on indemnification provisions in this district, and others. *See, e.g., In re Cyxtera Technologies, Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. July 3, 2023) [Docket No. 199]; *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 1, 2023) [Docket No. 616]; *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. June 1, 2023) [Docket No. 367]; *In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308]; *In re Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550]; *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388].

35. In light of the foregoing, and given the numerous issues that Gordon Brothers might address in performing the Services under the Engagement Agreement, Gordon Brothers' commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Gordon Brothers' services for engagement of this nature, the Debtors believe that the terms and conditions of the Engagement Agreement—including the Indemnification Provision—are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

III. Waiver of Certain Timekeeping Requirements Is Appropriate.

36. Because Gordon Brothers' compensation is results-oriented, requiring Gordon Brothers to maintain and file detailed time records and periodic fee applications in accordance with sections 330 and 331 of the Bankruptcy Code, and in compliance with Bankruptcy Rule 2016 and the Fee Guidelines, is unnecessary under the circumstances.

37. As set forth herein, Gordon Brothers seeks retention under sections 327(a) and 328(a) of the Bankruptcy Code and will be employed by the Debtors to perform a highly-specialized and discrete task and, accordingly, will not be compensated based upon time

and effort expended. Instead, Gordon Brothers will receive compensation based on (a) a percentage of the Restructured Lease savings, (b) a percentage of the Assigned Lease savings, (c) a percentage of the Designation Rights Lease savings, (d) a percentage of the Terminated Lease savings, (e) a percentage of the landlord payments and capital improvement fees, and (f) Additional Service fees, all of which earned compensation will be applied against any applicable Engagement Fee. The Debtors further acknowledge and agree that the ultimate benefit to the Debtors from Gordon Brothers' Services likely could not be measured merely by reference to the number of hours to be expended by the Gordon Brothers professionals in the performance of such Services. Accordingly, the Debtors request that Gordon Brothers be relieved of the requirement to maintain detailed time records or file interim fee applications.

38. As set forth in the McCray Declaration, it is standard practice for professionals providing services relating to lease modifications and lease and property sales to be compensated on a flat fee percentage basis, rather than on an incremental basis, for such services. Gordon Brothers does not otherwise maintain detailed time records similar to those customarily kept by attorneys and other professionals who are compensated on an hourly basis. As such, the Debtors seek relief from having Gordon Brothers maintain time records or file interim fee applications pursuant to Bankruptcy Rule 2016; *provided* that Gordon Brothers will file a final fee application with a summary of fees earned and expenses incurred along with a summary of what fees and expenses have been paid.

39. In addition, Gordon Brothers will submit invoices to the Debtors, counsel for the Debtors, the U.S. Trustee for the District of New Jersey, Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc Group, and counsel the Committee for the payment of compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11

cases in accordance with the terms of the Engagement Agreement when such compensation becomes due and owing and such expenses are incurred. Such parties shall have ten (10) days to review and dispute any such invoice submitted by Gordon Brothers, and if no such disputes are received, without any further order of the Court, the Debtors shall be authorized to pay such Gordon Brothers invoices. If an objection is received, the Debtors shall withhold the payment of the portion of the fee that is objected to and promptly pay the remainder. All objections that are not resolved shall be preserved and presented to the court for determination.

40. The Debtors believe that the applications submitted in the manner set forth herein will provide the Court and other parties in interest with sufficient information to monitor the amount and types of services rendered to the Debtors by Gordon Brothers and is necessary, and in the best interests of the Debtors, their creditors, and their estates. Such procedures have been approved between debtors and Gordon Brothers by courts in the past. *See, e.g., In re Express, Inc.*, Case No. 24-10831 (KBO) (Bankr. D. Del. June 5, 2024); *In re 24 Hour Fitness Worldwide, Inc.*, Case No. 20-11558 (KBO) (Bankr. D. Del. July 14, 2020); *In re True Religion Apparel, Inc.*, Case No. 20-10941 (CSS) (Bankr. D. Del. June 11, 2020); *In re Claire's Stores, Inc.*, Case No. 18-10584 (MFW) (Bankr. D. Del. Apr. 17, 2018); *In re Bertucci's Holdings, Inc.*, Case No. 18-10894 (MFW) (Bankr. D. Del. May 3, 2018); *In re Tommy's Fort Worth, LLC*, Case No. 24-90000 (ELM) (Bankr. N.D. Tex. Aug. 9, 2024); *In re Tuesday Morning Corp.*, Case No. 23-90001 (ELM) (Bankr. N.D. Tex. Apr. 11, 2023); *In re CEC Entertainment, Inc.*, Case No. 20-33163 (MI) (Bankr. S.D. Tex. Oct. 28, 2020); *In re Gymboree Grp., Inc.*, Case No. 19-30258 (KLP) (Bankr. E.D. Va. Mar. 8, 2019).

41. In the event that Gordon Brothers provides any Additional Services, on a time and materials basis, the Debtors propose that Gordon Brothers be required to submit interim and final

fee applications with regards to such services on an hourly basis only, and that the time detail provided with such fee applications be provided in a summary fashion. Specifically, Gordon Brothers will submit time detail setting forth the hours spent on each activity and a description of the services provided but will not break out their time into tenth-of-an-hour increments.

42. The Debtors believe that the invoices submitted in the manner set forth herein will provide the Bankruptcy Court and other parties in interest with sufficient information to monitor the amount and type of service rendered by Gordon Brothers and is necessary and in the best interests of the Debtors, their creditors, and their estates.

No Prior Request

43. No prior request for the relief sought in this Application has been made to this Court or any other court.

Notice

44. The Debtors will provide notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc Group; (d) counsel to each of the Sponsors; (e) the agents under each of the Debtors' prepetition secured credit facilities and counsel thereto; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors request that the Court enter an order, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: February 13, 2026_____

/s/ Tyler Holtgreven_____
Tyler Holtgreven
STG Logistics, Inc.
Chief Financial Officer

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

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Proposed Co-Counsel to the Debtors and Debtors in Possession

In re:

STG LOGISTICS, INC., *et al*

Debtors.¹

Chapter 11

Case No. 26-10258 (MEH)

(Jointly Administered)

¹ The last four digits of Debtor STG Logistics, Inc.'s tax identification number are 8624. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The location of the Debtors' service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

**ORDER (I) AUTHORIZING
THE RETENTION AND EMPLOYMENT OF GORDON
BROTHERS REALTY SERVICES, LLC AS REAL ESTATE
CONSULTANT AND ADVISOR TO THE DEBTORS AND DEBTORS
IN POSSESSION EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING
CERTAIN TIMEKEEPING REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through twelve (12), is

ORDERED.

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Debtors: STG LOGISTICS, INC., *et al.*
Case No. 26-10258 (MEH)
Caption of Order: Order (I) Authorizing the Employment and Retention of Gordon Brothers Realty Services, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Gordon Brothers Realty Services, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief* (the "Application"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing, but not directing, the Debtors to, under sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014 1 and 2016 1, employ and retain Gordon Brothers Realty Services, LLC ("Gordon Brothers"), as real estate consultant and advisor to the Debtors in accordance with that certain real estate consulting and advisory services agreement executed on December 12, 2025 by and between Debtor STG Logistics, Inc., and Gordon Brothers (the "Engagement Agreement"), a copy of which is attached hereto as Exhibit 1, effective as of the Petition Date; (b) waiving certain timekeeping requirements of the Bankruptcy Rules, Local Rules, and the U.S. Trustee Guidelines; and (c) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409;

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Application.

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Debtors: STG LOGISTICS, INC., *et al.*

Case No. 26-10258 (MEH)

Caption of Order: Order (I) Authorizing the Employment and Retention of Gordon Brothers Realty Services, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II)Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** on a final basis as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to employ and retain Gordon Brothers as their real estate consultant and advisor in accordance with the terms and conditions set forth in the Application and the Engagement Agreement, effective as of the Petition Date.
3. Except to the extent set forth herein, the Engagement Agreement, together with all annexes and exhibits thereto and all compensation set forth therein, including, without limitation, the Fee Structure and Indemnification Provision are approved pursuant to section 328(a) of the Bankruptcy Code, and Gordon Brothers shall be compensated, reimbursed, and indemnified pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the times specified in, the Engagement Agreement, as modified by this Order.

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Debtors: STG LOGISTICS, INC., *et al.*

Case No. 26-10258 (MEH)

Caption of Order: Order (I) Authorizing the Employment and Retention of Gordon Brothers Realty Services, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II)Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

4. The terms and provisions of the Engagement Agreement are approved, and the Debtors are authorized to compensate Gordon Brothers in accordance with the Engagement Agreement. Gordon Brothers shall not be required to file interim fee applications; *provided that* Gordon Brothers shall (i) file a final fee application with a summary of fees earned and expenses incurred along with a summary of what fees and expenses have been paid, and (ii) submit invoices to the Debtors, counsel for Debtors, the Office of the United States Trustee for the District of New Jersey (the “U.S. Trustee”), and counsel to the Committee for the payment of compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in accordance with the terms of the Engagement Agreement when such compensation becomes due and owing and such expenses are incurred. Such parties shall have ten (10) business days to review and dispute any such invoice submitted by Gordon Brothers, and if no such disputes are received, without any further order of the Court, the Debtors shall be authorized to pay such Gordon Brothers invoices in accordance with the terms of the Engagement Agreement.

5. If an objection is received, the Debtors shall withhold payment of the portion of the fees that is objected to and promptly pay the remainder, and all objections that are not resolved shall be preserved and presented to the Court for determination.

6. The fees payable to Gordon Brothers pursuant to the Engagement Agreement shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code; *provided*, however, that notwithstanding the foregoing, the U.S. Trustee may review the

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Debtors: STG LOGISTICS, INC., *et al.*
Case No. 26-10258 (MEH)
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reasonableness of Gordon Brothers' fees requested in the final fee application under section 330 of the Bankruptcy Code.

7. The payment of all fees and reimbursement of all expenses pursuant to the Engagement Agreement shall be free and clear of all liens, claims, and encumbrances.

8. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

9. Notwithstanding anything to the contrary in the Application or this Order, any payment made by the Debtors pursuant to the authority granted in this Order must be in compliance with and any authorization of the Debtors contained herein is subject to: (a) any interim or final orders entered by the Court approving the Debtors' entry into any postpetition debtor-in-possession financing facility and/or authorizing the use of cash collateral; (b) the documentation in respect of any such debtor-in-possession financing or use of cash collateral; and (c) any budget or cash flow forecasts in connection therewith (in each case, the "DIP Order"). To the extent there is any inconsistency between the terms of the DIP Order and this Order, the terms of the DIP Order shall control.

10. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an

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Debtors: STG LOGISTICS, INC., *et al.*
Case No. 26-10258 (MEH)
Caption of Order: Order (I) Authorizing the Employment and Retention of Gordon Brothers Realty Services, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II)Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief

administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Order or the Application or any order granting the relief requested by the Application; (e) a request, approval, or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code (or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code); (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Application are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

11. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, the information requirements set forth in the United States Trustee Program's *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases* (the "U.S. Trustee Guidelines") are hereby waived, and Gordon Brothers shall not be required to maintain records of detailed time entries in connection with the Consulting and

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Debtors: STG LOGISTICS, INC., *et al.*
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Advisory Services as that term is defined in the Engagement Agreement; *provided* that in the event that Gordon Brothers provides any Additional Services to the Debtors, and in connection with such Additional Services Gordon Brothers is to be compensated on a time and materials basis, Gordon Brothers shall be required to file interim and final fee applications on an hourly basis only and the time detail provided for such fees may be provided in a summary fashion. Specifically, Gordon Brothers will submit time records setting forth the hours spent on each activity and a description of the Additional Services provided but will not break out its time into tenth-of-an-hour increments.

12. The Indemnification Provision set forth in the Engagement Agreement is approved, subject during the pendency of these cases to the following:

- a. Gordon Brothers shall not be entitled to indemnification, exculpation, contribution, or reimbursement set forth in the Indemnification Provision, unless such indemnification, exculpation, contribution, or reimbursement is approved by the Court as consistent with the terms of the Engagement Agreement;
- b. Notwithstanding any provision of the Application and the Engagement Agreement to the contrary, the Debtors shall have no obligation to indemnify or exculpate Gordon Brothers for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Gordon Brothers' gross negligence, willful misconduct, bad faith, or self-dealing to which the Debtors have not consented, (ii) for a contractual dispute in which it is judicially determined (the determination having become final) that such Indemnified Person has breached such Indemnified Person's obligations to maintain the confidentiality of nonpublic information, unless the Court determines that indemnification, exculpation, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to the Indemnified Person's gross negligence, willful misconduct, bad faith, fraud or unconsented self-dealing but determined by this Court, after notice

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and a hearing, to be a claim or expense for which Gordon Brothers should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; and

- c. if, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the chapter 11 cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing the chapter 11 cases, Gordon Brothers believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, exculpation, contribution, and/or reimbursement obligations under the Indemnification Provision (as modified by this Order), including, without limitation, the advancement of defense costs, Gordon Brothers must file an application therefor in this Court, and the Debtors may not pay any such amounts to Gordon Brothers 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 the Court shall have jurisdiction over any request for fees and expenses for indemnification, exculpation, contribution, and/or reimbursement by Gordon Brothers, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, Gordon Brothers. All parties in interest shall retain the right to object to any demand by Gordon Brothers for indemnification, exculpation, contribution, and/or reimbursement; and
- d. any limitations on any amounts to be contributed by Gordon Brothers shall be eliminated from the Engagement Agreement. Gordon Brothers shall retain any rights they may have to contribution at common law.

13. None of the fees payable to Gordon Brothers under the Engagement Agreement shall constitute a "bonus" or fee enhancement under applicable law.

14. To the extent that there may be any inconsistency between the terms of the Application, the McCray Declaration, the Engagement Agreement, and this Order, the terms of this Order shall govern.

15. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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Debtors: STG LOGISTICS, INC., *et al.*

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16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon entry hereof.

17. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

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

Exhibit 1

Engagement Agreement

REAL ESTATE CONSULTING AND ADVISORY SERVICES AGREEMENT

This Real Estate Consulting and Advisory Services Agreement is entered into as of December 12, 2025, by and between Gordon Brothers Realty Services, LLC (“Gordon Brothers”) and STG Logistics, Inc. and its affiliates and subsidiaries (collectively, the “Company”).

RECITALS

WHEREAS, the Company is the owner of the leasehold interests listed on **Exhibit A** attached hereto (each a “Lease” and collectively, the “Leases”); and

WHEREAS, the Company seeks to engage Gordon Brothers to provide certain consulting services in connection with the Leases as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Gordon Brothers agree as follows:

- 1) Consulting and Advisory Services. Gordon Brothers shall provide the consulting and advisory services described below (collectively, the “Services”) to the Company with respect to the Leases:
 - a) Meet with the Company to ascertain the Company’s goals, objectives and financial parameters;
 - b) Mutually agree with the Company with respect to a strategic plan for restructuring, assigning, or terminating the Leases (the “Strategic Plan”);
 - c) If requested by the Company, negotiate, on the Company’s behalf, the terms of restructuring, assignment, and termination agreements with third parties and the landlords under the Leases, in accordance with the Strategic Plan;
 - d) If requested by the Company, market some or all of the Leases and negotiate with landlords and other third parties to assist the Company in selling the leases;
 - e) If requested by the Company, negotiate with landlords to assist the Company in obtaining landlord consents to extensions of the assumption or rejection period;
 - f) Assist the Company in reviewing and finalizing documentation related to restructuring, assignment, and termination agreements with respect to the Leases;
 - g) Work with the Company and its advisors to provide reporting and supporting market data as necessary for the Company to evaluate lease modifications, lease sales, landlord consents and other proposals;

- h) Provide weekly update reports to the Company regarding the status of the foregoing services; and
- i) Perform such other related services deemed to be necessary or prudent to facilitate the foregoing and as agreed by each of the Company and Gordon Brothers in writing (email to suffice).

2) Term and Termination.

- a) Term. The term of this Agreement shall commence upon the execution hereof and shall expire on the date that is three (3) months therefrom, subject to extension upon mutual written agreement (email to suffice) of the parties hereto.
- b) Termination. The Company shall have the right to terminate this Agreement for cause upon written notice to Gordon Brothers. Termination for cause shall mean any termination as a result of Gordon Brothers' failure to diligently perform the Services or any fraud, misrepresentation, gross negligence, willful misconduct or material breach by Gordon Brothers of the terms of this Agreement.
- c) Effect of Termination. Upon termination of this Agreement by the Company, Gordon Brothers shall: (i) immediately discontinue all Services; and (ii) deliver to the Company all information, reports, papers, and other materials prepared or obtained by Gordon Brothers in performing the Services, whether completed or in process. Upon termination, the Company shall be liable only for payment of undisputed accrued and unpaid Expenses of Gordon Brothers as of the effective date of the termination; and no compensation shall be due unless such fees shall have been earned by Gordon Brothers as of the effective date of termination in accordance with Sections 5 and 6 below.

- 3) Authority. Gordon Brothers shall serve as the Company's exclusive agent for the purpose of the Services. All communications and inquiries regarding restructuring, assigning, or terminating the Leases, including those directed to the Company (including (without limitation) its officers, agents and employees), shall be redirected to Gordon Brothers, unless otherwise agreed to by Gordon Brothers and the Company. Gordon Brothers shall promptly advise the Company of all offers made with respect to the Leases. Gordon Brothers is authorized only to negotiate the terms of agreements with respect to the restructuring, assigning, or terminating the Leases in accordance with the Strategic Plan at the direction, and upon the request of, and on the behalf of the Company, but not to commit the Company to any such agreement or arrangement or to sign any instrument on behalf of the Company. The Company has the right, in its sole discretion, to accept or reject any offers with respect to the Leases, subject to Bankruptcy Court approval as may be necessary or appropriate, and, in the event of such rejection, the Company shall not be liable to Gordon Brothers for any fee or compensation, except as provided in Sections 5 and 6 below. Notwithstanding the foregoing, Gordon Brothers understands that counsel to the Company may participate in certain discussions or negotiations with potential buyers, landlords, or lenders. The foregoing in no way restricts the Company's normal communications with its landlords regarding lease administration.

- 4) Company Cooperation. The Company shall provide Gordon Brothers with all information concerning the Leases reasonably necessary for the performance of Gordon Brothers' obligations hereunder, including, but not limited to (a) copies of the Leases and any Lease abstracts, (b) populating an Excel spreadsheet provided by Gordon Brothers or providing already prepared spreadsheets with, among other things, all relevant store/premises sales and EBITDA for the current and previous fiscal years and projected 12-months sales and EBITDA if available, current rents, estimated taxes and, if available, other charges relating to the Leases, rent bumps, percentage rent and breakpoints, premises size, the commencement and expiration dates of the Leases, any Lease options, up to date landlord contact information (including name, email and phone number information for each landlord) and (c) such other information as Gordon Brothers reasonably requests for the performance of its services relating to the Leases (collectively, the "Lease Information"). Additionally, the Company agrees to utilize its own financial analysts, when available, to prepare financial models relative to rent reduction requests, while Gordon Brothers will provide guidance and assumptions to assist the Company in the preparation of the requests.

Additionally, the Company agrees to assist Gordon Brothers in the performance of the Services, including but not limited to, by (i) completing, with Gordon Brothers' assistance, a schedule which shall contain the Company's proposed request for each Lease (the "Lease Request"), (ii) providing a response, within seven (7) business days of Gordon Brothers' transmittal to the Company of a Deal Sheet (as defined in Section 5(e) below) for each Lease (the "Deal Sheet Deadline," subject to extension upon mutual written agreement of the parties hereto, email to suffice), which states whether a proposed service transaction is approved or not, and (iii) supplying all necessary legal support to review Documents (as defined below) submitted by Gordon Brothers in connection with one of the Services and getting all Documents in form and substance acceptable to the Company executed accurately and timely; provided, however, the Company's approval of a proposed service transaction shall be deemed given if: (a) a Deal Sheet for any Lease is consistent with the Lease Request, and (b) the Company does not respond to a Deal Sheet by the Deal Sheet Deadline. In addition, the Company shall track the status of all Documents through a tracking report provided by Gordon Brothers or such other report that the Company provides Gordon Brothers access to as part of the engagement.

- 5) Compensation. In exchange for Gordon Brothers providing the Services, the Company will compensate Gordon Brothers on the terms set forth below.
- a) Engagement Fee. Upon execution of this Agreement, Company shall pay Gordon Brothers a fully earned non-refundable engagement fee in the amount of \$100,000 (the "Engagement Fee"). Notwithstanding the non-refundable nature of the Engagement Fee, provided the Company is in compliance with this Agreement, and subject to Bankruptcy Court limitations, if any, Gordon Brothers will credit the full amount of the Engagement Fee towards any other fees payable by the Company to Gordon Brothers under this Agreement. The credit will be applied to such other fees as they come due until the total amount of the Engagement Fee has been fully utilized. For the avoidance of doubt, Company shall be responsible for any transaction fees in excess of the total amount of the Engagement Fee.

b) Definitions.

- i) "Document" means an amendment or executed agreement that modifies a Lease in accordance with the terms of an approved Deal Sheet on a form approved by the Company. A Document shall also include any letter agreement relating to a Lease, or any other formal written communication from a landlord or third party consenting to the terms of an approved Deal Sheet, that is legally binding on such landlord or third party. For the avoidance of doubt, a Document can be generated by the landlord, a third party or the Company, but must include the signature of an authorized representative of the landlord or third party to be bound by the terms of such Document.
- ii) "Gross Sale Proceeds" shall be defined as the total consideration paid to the Company by a landlord, tenant, investor, purchaser or any other party with respect to any Assigned Lease, Designation Rights Lease or Terminated Lease. It includes, but is not limited to, any fees and any other form of currency paid or waived by the landlord, sub-tenant or other third party to the Company. This list is not meant to be exhaustive and Gross Sale Proceeds shall include any consideration or other quantifiable economic benefit paid or payable to the Company in conjunction with any Assigned Lease, Designation Rights Lease or Terminated Lease, including the return of any security deposits. Except as set forth herein, Gordon Brothers shall not be responsible for any other fees or commissions in connection with the disposition of any Leases, including, but not limited to, any fees or commissions that may be owed by the Company to any previous real estate brokers.
- iii) "Restructured Lease Savings" means an amount equal to the the net savings created by a Restructured Lease, including (without limitation) the sum of (x) the annualized reduction of base rent, percentage rent, CAM, real estate taxes, insurance, and deferred maintenance or maintenance obligations (including clean up) payable under a lease (inclusive of term shortening), and (y) the aggregate amount of any tenant improvement allowance dollars secured, minus any restructuring, termination or similar fees paid by the Company to the counterparty to the leased property, or any other party, in connection with the Restructured Lease.

c) Lease Transaction Fees. Gordon Brothers shall receive the fees set forth below in connection with certain transactions regarding the Leases solely to the extent Gordon Brothers provides Services related to such Leases.

- i) Restructured Lease Fees. If the Company enters into an agreement that has the effect of modifying the terms of any Lease (a "Restructured Lease"), the Company shall pay Gordon Brothers as follows:
 - (1) For any deferral of rent, a fee equal to 2.5% of the amount of rent deferred thereunder;
 - (2) For each monetary lease modification transaction, including without limitation, any extension of base term at a reduced rental rate, a fee equal to 2.5% of the Restructured Lease Savings generated therefrom; and

- (3) For each non-monetary transaction, including without limitation, any additional option terms obtained, amended lease language, landlord work without a defined cost, a flat fee of \$7,500.
- ii) Assignment Fee. If the Company enters into an agreement that has the effect of assigning any Lease (an "Assigned Lease"), the Company shall pay Gordon Brothers a fee equal to 2.5% of the Gross Sale Proceeds therefrom.
- iii) Designation Rights Fee. If the Company enters into a designation rights agreement for any Lease (a "Designation Rights Lease"), the Company shall pay Gordon Brothers a fee equal to 2.5% of the Gross Sale Proceeds therefrom.
- iv) Lease Termination Fee. If the Company enters into an agreement with a landlord that has the effect of terminating such Lease (a "Terminated Lease"), the Company shall pay Gordon Brothers a fee equal to 2.5% of any Gross Sale Proceeds therefrom; *provided* that no Lease Termination Fee shall be due and payable to Gordon Brothers hereunder to the extent the Company determines to reject any applicable Lease in any Chapter 11 cases the Company may commence.
- v) Landlord Payments and Capital Improvement Fees. If the Company obtains any payments from landlords or capital improvement contributions, including but not limited to one-time cash payments, landlord-completed capital improvements made to a property that directly benefit the Company or reimbursement of capital improvements made to the property and paid for by the Company, the Company shall pay Gordon Brothers a fee equal to 2.5% of the amount of such payment or capital improvement contribution.
- d) Additional Services Fees. For any services performed outside the scope of the Services expressly set forth in this Agreement and as mutually agreed in advance of rendering such services by each of the Company and Gordon Brothers in writing (email to suffice) (the "Additional Services"), the Company shall, upon receipt of reasonably detailed invoices related thereto, compensate Gordon Brothers at a rate of \$500 per hour, covering all time spent by Gordon Brothers' personnel on the Additional Services including, without limitation, analysis, meetings, correspondence, and travel, unless otherwise agreed in writing.
- e) Payment of Fees. Gordon Brothers shall provide the Company with a deal sheet with the terms of any proposed transaction related to the Services hereunder (the "Deal Sheet"). For clarification purposes, a Deal Sheet can include, but not be limited to, an email or other written communication from Gordon Brothers setting forth the terms of the proposed Service. If the Company approves or is deemed to have approved the terms of the Deal Sheet and the landlord or other third party (if applicable) executes a Document that reflects the Company accepted Deal Sheet and the Company begins to receive the benefit of the terms set forth in the Deal Sheet (the "Triggering Event"), Gordon Brothers shall be entitled to, and be paid, its fees in accordance with the above fee structure and subject to the terms herein. For the avoidance of doubt, Gordon Brothers shall be entitled to its fees

notwithstanding the fact that a transaction is not fully executed by the Company. The fees set forth above are independent and can be earned separately.

- f) The Company shall, other than fees for non-monetary Lease modifications or Additional Services, in each case, which shall be paid within ten (10) business days of receipt of an invoice, unless otherwise stated above, (i) be paid fifty percent (50%) of its earned fees upon the Triggering Event and remaining fifty percent (50%) upon assumption (and, if applicable, assignment) or termination of the particular Lease; and (ii) in the event of an Assigned Lease or Designation Rights Lease, Gordon Brothers shall be paid its earned fee thereon at the closing thereof.

6) Expenses. All Expenses (defined below) shall be borne by the Company, and Gordon Brothers shall be entitled to reimbursement from the Company for all Expenses. Billing shall be monthly and invoices are due not later than thirty (30) days after the date of invoice. “Expenses” means all reasonable, documented (through receipts or invoices) out-of-pocket expenses incurred by Gordon Brothers in connection with its performance of its Services hereunder, including, without limitation: reasonable expenses of advertising, marketing, coach travel and transportation, including, the cost of out-of-town travel and postage and courier/overnight express fees and other mutually agreed upon expenses incurred in connection with performing the services required by this Agreement.

7) Survival. Within fifteen (15) calendar days after termination of this Agreement, Gordon Brothers shall provide the Company with a list of all third parties, including landlords (each, a “Prospect”) that Gordon Brothers has engaged in negotiations with respect to the Leases covered hereunder. If within one hundred and eighty (180) days after the expiration of the Term of this Agreement, or any extension thereof agreed to in writing (email to suffice) by the Company and Gordon Brothers, the Company and any Prospect should enter into a written agreement covered by this Agreement, incorporating deal terms that are identical or reasonably similar to terms that were negotiated and/or proposed by Gordon Brothers in connection with the Leases, or, alternatively, has submitted a letter of intent, draft purchase and sale agreement or introduced into a potential transaction (i.e. contained within the above referenced list) by Gordon Brothers in connection with the Properties, Gordon Brothers shall be entitled to a fee calculated in accordance with the terms of this Agreement.

8) Gordon Brothers and Company Covenants. In consideration of this Agreement, Gordon Brothers agrees to utilize commercially reasonable efforts and diligence to achieve the purpose of this Agreement. Gordon Brothers shall conduct all negotiations on behalf of the Company in accordance with industry best practices and in accordance with the Company’s and its officers’, representatives’ and counsel’s reasonable instructions. The Company agrees to cooperate reasonably with Gordon Brothers and to make available to Gordon Brothers such information as Gordon Brothers reasonably requests, including true and correct copies of the Leases, all information relating to occupancy-related expenses for the Leases and related correspondence.

9) Confidentiality. Gordon Brothers acknowledges that information furnished or made available by the Company, its affiliates, employees or representatives (“Representatives”) to Gordon Brothers and its Representatives relating to the Leases and the business or affairs of the Company is confidential and is the property of the Company. During and after the term of this Agreement,

Gordon Brothers will not disclose any such information to any person other than its Representatives or use any such information for any purpose other than the performance of its obligations hereunder, in each case, without the prior written consent of the Company; provided, that Gordon Brothers may disclose such information to prospective Lease buyers or assignees so long as such parties execute appropriate confidentiality agreements with the Company, agreeing to maintain the confidentiality of such information.

10) Assignment; Successors and Assigns. Neither party may assign its rights or delegate any of its obligations hereunder without the prior written consent (email to suffice) of the other party. Subject to that limitation, this Agreement shall be binding upon and shall inure to the benefit of each party and its successors and assigns.

11) Indemnification.

- a) The Company shall indemnify Gordon Brothers and its Representatives and hold them harmless against any and all losses, claims, damages, liabilities and expenses incurred by Gordon Brothers and its Representatives, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with the negotiation, execution and/or rendering of services by Gordon Brothers hereunder, unless such losses, claims, damages, liabilities and expenses resulted from the fraud, misrepresentation, gross negligence, willful misconduct or material breach by Gordon Brothers or its Representatives of any of the terms of this Agreement.
- b) Gordon Brothers shall indemnify the Company and its Representatives and hold them harmless against any and all losses, claims, damages, liabilities and expenses incurred by the Company and its Representatives, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with fraud, misrepresentation, gross negligence, willful misconduct or material breach by Gordon Brothers or its Representatives of any of the terms of this Agreement.

12) General Provisions.

- a) The Company recognizes and acknowledges that the services to be provided by Gordon Brothers pursuant to this Agreement are, in general, transactional in nature, and Gordon Brothers will not be billing the Company by the hour or maintaining time records. It is agreed that Gordon Brothers is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein.
- b) Any correspondence or required notice shall be addressed as follows:

If to Gordon Brothers: Gordon Brothers Realty Services, LLC
101 Huntington Avenue, 11th Floor
Boston, MA 02199
Attn: Michael Burden (mburden@gordonbrothers.com)
Jonas McCray (jmccray@gordonbrothers.com)

If to the Company: STG Logistics, Inc.
5165 Emerald Pkwy
Dublin, OH 43017
Attn: Chase Welsh (chase.welsh@stgusa.com)

- c) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.
- d) By executing or otherwise accepting this Agreement, the Company and Gordon Brothers acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.
- e) The construction, validity and interpretation of this Agreement will be governed by the internal law of the State of New York, without regard to any choice of law principle that might otherwise result in the application of the law of any other jurisdiction. Any action or proceeding based hereon or arising out of Gordon Brother's engagement hereunder shall be brought and maintained in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; *provided*, if the Company commences a Chapter 11 case, all legal proceedings pertaining to this Agreement may be brought in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"). The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in respect of any matter arising out of or in connection with this Agreement.
- f) This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.
- g) The parties hereto agree, and the Company hereby expressly acknowledges, that Gordon Brothers has not guaranteed the Company any return or results with respect to the services to be provided.
- h) This Agreement constitutes the entire agreement between the Company and Gordon Brothers and supersedes all prior discussions, negotiations, understandings, representations, and agreements, whether oral or written. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of the parties to this Agreement.
- i) If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs actually incurred.
- j) Only with the Company's prior written consent (email to suffice), Gordon Brothers may use the Company's name on Gordon Brothers' representative client lists, in any advertisements, publications or as a reference.

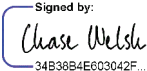
k) The Company agrees to apply to the Bankruptcy Court for an order, in a form acceptable to Gordon Brothers, authorizing the Company to continue to retain and compensate Gordon Brothers in accordance with the terms of this Agreement and to use its best efforts to obtain such order. The Company agrees to file any applications necessary and otherwise assist Gordon Brothers in obtaining Bankruptcy Court approval of the payment of its fees and costs hereunder. The Company agrees to provide Gordon Brothers with a copy of the pleadings requesting retention of Gordon Brothers prior to submission to the Bankruptcy Court for Gordon Brothers' review and comments and advise Gordon Brothers of any objection or hearings pertaining to Gordon Brothers' retention. The order authorizing Gordon Brothers' retention must be reasonably acceptable to Gordon Brothers and Gordon Brothers' obligations hereunder are conditioned upon the grant of such order. Furthermore, if such order is not obtained within thirty (30) days from the date that it is filed, Gordon Brothers shall have the right to terminate this Agreement at any time thereafter. In the event the Company is unable to obtain a reasonably acceptable order authorizing the hiring and retention of Gordon Brothers under the terms of this Agreement and the Agreement is terminated, Gordon Brothers reserves the right to seek a substantial contribution claim for any rights or obligations incurred or accrued prior to such termination.

* * *

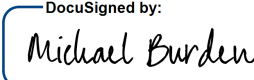
IN WITNESS WHEREOF, the Company and Gordon Brothers have executed and delivered this Agreement as of the date first above written.

STG LOGISTICS, INC.

GORDON BROTHERS REALTY SERVICES, LLC

By: 
34B38B4E603042F...

Name: Chase Welsh
Title: Chief Administration Officer & General Counsel

By: 
9FABBB0B4A644D...

Michael Burden, Co-Head North American Real Estate Services

EXHIBIT A

Leases

[See attached]

EXHIBIT A

| Landlord | Property Address | City | State | Expiration Date | Contracting Entity |
|---|--------------------------------------|-------------------|--------------|------------------------|---------------------------------------|
| 14445 Alondra LLC | 14445 Alondra Boulevard | La Mirada | CA | 7/31/2026 | STG Distribution |
| 3600 Portsmouth LLC | 3600 Elm Avenue | Portsmouth | VA | 9/30/2027 | STG Logistics All |
| 970 High Ridge Associates LLC | 5165 Emerald Parkway | Dublin | OH | 7/31/2031 | STG Intermodal |
| A3-1 6641 Kinne Street LLC | 6641 Kinne Street | East Syracuse | NY | MTM | STG Intermodal |
| Ace Truck Parking LLC | 12351 NW 154 Street | Hialeah | FL | MTM | STG Drayage |
| Aero Portland II LLC | 5330 Northeast Courier Court | Portland | OR | 12/31/2027 | STG Distribution |
| AG Trep OLeary Road Property Owner LLC | 300 O'Leary Road | Port Wentworth | GA | 11/30/2032 | STG Distribution - Contract Logistics |
| AL 4689 Colgate IOS LLC | Bowden Road and Rutgers Road | Mobile | AL | 10/31/2027 | STG Intermodal |
| AL 4689 Colgate IOS LLC | 4689 Colgate Drive | Mobile | AL | 1/31/2029 | STGI |
| Alterra IOS Venture II Master LP | 5135 Lamar Avenue | Memphis | TN | 7/31/2030 | STG Drayage |
| Amza OJGH LLC | 4375 Glenbrook Rd. | Willoughby | OH | 9/30/2028 | STG Logistics All |
| Anchor Recovery Corporation | 6901 Recovery Rd | Louisville | KY | 6/30/2027 | STG Intermodal |
| Ares Industrial Real Estate Fund Reit | 7405 Graham Road | Fairburn | GA | 10/31/2026 | STG Distribution |
| Auburn 18 Business Park LLC | 2507 C Street Southwest | Auburn | WA | MTM | STG Distribution |
| Banco Indursa DBA Juventino Dedel Núñez | Edificio La Jolla 5o piso | Saltillo | Mexico | - | STG Intermodal |
| BHT of Florida 6532 LLC | 399 Old Hickory Blvd | Old Hickory | TN | 7/31/2028 | STG Drayage |
| Bree Properties LLC | 615 Wayne Park Dr | Cincinnati | OH | 11/30/2025 | STG Intermodal |
| Cecilia del Carmen Ceballos Alba | Armando Birlain Schaffler 2001 – 6A | Querétaro | Mexico | 3/31/2026 | STG Intermodal |
| CenterPoint Properties Trust | 3201 CenterPoint Way | Joliet | IL | 6/30/2026 | STG Intermodal |
| CenterPoint Properties Trust | 3413 McIntosh Road | Fort Lauderdale | FL | 8/31/2027 | STG Distribution |
| CenterPoint Properties Trust | 3423 McIntosh Road | Fort Lauderdale | FL | 5/31/2030 | STG Distribution |
| CenterPoint Properties Trust | 1620 Lincoln Ave | Tacoma | WA | 2/29/2028 | STG Intermodal |
| CenterPoint Properties Trust | 1614 Lincoln Ave | Tacoma | WA | 2/29/2028 | STG Logistics All |
| Central Avenue Industrial Park LLC | 1650 South Central Avenue | Compton | CA | 8/31/2034 | STG Distribution |
| CSXT | Little Ferry Yard | Bergen County | NJ | 12/31/2030 | STG Distribution |
| Cub Terminal LLC | 5300-52 Joliet Road | McCook/La Grange | IL | 4/30/2030 | STG Drayage, LLC |
| CWL Holding Company LLC | 102 Little Hearst Pkwy | Port Wentworth | GA | 5/31/2028 | STG Distribution |
| DEERPATH REHOLDINGS LLC | 702 N Deerpath Drive | Vernon Hills | IL | 2/29/2028 | Best Dedicated Solutions / STG OTR |
| Fleet Yards, Inc | 2332 E Pacifica Place | Rancho Dominguez | CA | 10/31/2031 | STG Transportation Solutions |
| French Camp American Properties I | 10736 and 10762 S. Harlan Road | French Camp | CA | 1/31/2028 | STG Transportation Solutions |
| G & D Realty LLC | 310 Transfer Dr | Indianapolis | IN | 6/30/2027 | STG Intermodal |
| Golden Springs Development Co Inc | 13408 Orden Drive | Santa Fe Springs | CA | 4/30/2028 | STG Distribution |
| Greenleaf Industrial Parking LLC | 1400 W. Greenleaf Boulevard | Compton | CA | 8/31/2034 | STG Distribution |
| HB EGIP LLC | 851 - 875 E. Devon Avenue | Elk Grove Village | IL | 12/31/2028 | STG Distribution |
| HC Gabler Inc | 5128 Technology Avenue | Chambersburg | PA | 12/31/2027 | STG Intermodal |
| HREP Steel Street LLC., A Virginia LLC | 1604 Steel Street | Chesapeake | VA | 1/31/2029 | STG Intermodal |
| ITI Ultimate Holdco LLC | 4123 Old McDonough Rd | Conley | GA | 12/31/2028 | STG Intermodal |
| JACKSONVILLE SISTERS LLC | 12061 New Berlin Rd | Jacksonville | FL | 9/30/2031 | STG Drayage |
| KCHS Investments LLC | 472 Long Point Rd | Mount Pleasant | SC | 8/31/2028 | STG Intermodal |
| Lee Property Services LLC | 1634 Duncan Reidville Rd | Duncan | SC | 11/30/2027 | STG Intermodal |
| LRC Harmon Ave LLC | 1819 Feddern Avenue | Grove City | OH | 12/31/2029 | STG Intermodal |
| Majestic Management Co | 515 - 525 South Lemon Avenue | City of Industry | CA | 4/30/2027 | STG Distribution |
| Majestic Management Co | 20595 East Business Parkway | City of Industry | CA | 4/30/2027 | STG Distribution |
| Majestic Management Co | 20405 - 15 E. Business Parkway | City of Industry | CA | 2/29/2028 | STG Distribution |
| Mobile Airport Authority | 1800 & 1891 Ninth Street | Mobile | AL | TBD | STG Intermodal |
| Outsource Logistics | 5250 Old Louisville Rd (Building 10) | Pooler | GA | TBD | CLS/CFS Hybrid |
| Pacific Rim Pointe LLC | 9335 Airway Road | San Diego | CA | 3/31/2028 | STG Drayage |
| Palacha Properties LLC | 109 MacFarland Road | Dalton | GA | 8/31/2028 | STG Intermodal |
| Prologis 2 LP | 950-990 Supreme Drive | Bensenville | IL | 1/31/2030 | STG Distribution |
| Prologis LP | 4035 Underwood Road | Pasadena | TX | 8/31/2028 | STG Distribution |
| Prologis Targeted US Logistics Fund LP | 1500 Doolittle Drive | San Leandro | CA | 12/31/2030 | STG Distribution |
| Prologis Targeted US Logistics Fund LP | 3701 E. Randol Mill Road | Arlington | TX | 6/30/2028 | STG Distribution |
| Prologis USLV Subreit 3 LLC | 4330 Underwood Road | Pasadena | TX | 8/31/2026 | STG Distribution |
| Rangar West One LLC | 1980-A Technology Drive | Charleston | SC | 6/30/2028 | STG Distribution |
| Rexford Industrial Jurupa LLC | 15996 Jurupa Avenue | Fontana | CA | 8/31/2026 | STG Distribution |
| Robco LLC | 13200 Old Gentilly Rd | New Orleans | LA | 11/30/2027 | STG Intermodal |
| RREEF America Reit II Portfolio LP | 21606 86th Place South | Kent | WA | 12/31/2027 | STG Logistics All |
| RREEF America Reit II Portfolio LP | 21607 88th Ave. South | Kent | WA | TBD | STG Logistics All |
| SH7-Savannah LLC | 155 Knowlton Way | Savannah | GA | 6/30/2028 | STG Distribution |
| Sixth & Proctor, LLC | 240 S. 6th Avenue | City of Industry | CA | 1/31/2028 | STG LTL / Frontline |
| SNL IOV Venture DBA IOV 11022 Mesa LLC | 11022 Mesa Dr | Houston | TX | 1/31/2033 | STG Intermodal |
| SNL IOV Venture LLC | 3408 N. Graham St | Charlotte | NC | 10/31/2033 | STG Logistics All |
| Spectrum Logistics Inc | 909 Eastport Road | Jacksonville | FL | TBD | STG Intermodal |
| STC Properties Inc | 7707 Wallisville Road | Houston | TX | TBD | STG Drayage, LLC |
| The Hartz Group Inc | 6801 Westside Avenue | North Bergen | NJ | 5/31/2030 | STG Distribution |
| The Realty Associates Fund XII Portfolio LP | 2070 Anvil Block Road suite 300 | Forest Park | GA | 7/31/2029 | STG Logistics All |
| Torres, Jose | 12340 Interstate 35 | Von Ormy | TX | 1/31/2026 | STG Intermodal |
| TPO LLC | 10250 Airway Rd | San Diego | CA | 3/31/2028 | STG Transportation Solutions |
| TRADEPOINT ATLANTIC, LLC | 6010 Cold Mill Road, Suite B | Sparrows Point | MD | 11/30/2028 | STGI |
| United Legwear Company LLC | 1495 N. Tamarind Avenue | Rialto | CA | 9/30/2026 | STG Distribution |
| Watson Land Company | 2220 E. Carson Street | Carson | CA | 10/31/2027 | STG Distribution |
| Wick Road Investments LLC | 27849 Wick Road | Romulus | MI | 8/31/2026 | STG Intermodal |
| Wilson Fidelco LLC | 238 Wilson Ave | Newark | NJ | 4/30/2032 | P2D |
| Yusen Logistics | 8405 Killam Industrial Blvd | Laredo | TX | MTM | STG Drayage |
| Yusen Logistics | 3002 Taylor Way | Tacoma | WA | MTM | STG Intermodal |

Exhibit B

McCray Declaration

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Patrick J. Nash, Jr., P.C. (admitted *pro hac vice*)
Yusuf Salloum (admitted *pro hac vice*)
Ashley L. Surinak (admitted *pro hac vice*)
333 West Wolf Point Plaza
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
patrick.nash@kirkland.com
yusuf.salloum@kirkland.com
ashley.surinak@kirkland.com

COLE SCHOTZ P.C.
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Daniel J. Harris, Esq.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
dharris@coleschotz.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

Proposed Co-Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:
STG LOGISTICS, INC., *et al.*,
Debtors.¹

Chapter 11
Case No. 26-10258 (MEH)
(Jointly Administered)

¹ The last four digits of Debtor STG Logistics, Inc.’s tax identification number are 8624. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The location of the Debtors’ service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

**DECLARATION OF
JONAS D. L. MCCRAY IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER (I) AUTHORIZING THE EMPLOYMENT
AND RETENTION OF GORDON BROTHERS REALTY
SERVICES, LLC AS REAL ESTATE CONSULTANT AND
ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (III) GRANTING RELATED RELIEF**

I, Jonas D. L. McCray, hereby declare under penalty of perjury and pursuant to 28 U.S.C. §1746 that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Senior Director, Finance Transaction Counsel (Americas) at Gordon Brothers Realty Services, LLC (Americas), ("Gordon Brothers"), which maintains an office at 101 Huntington Avenue, 11th Floor, Boston, Massachusetts 02199.

2. I submit this declaration (the "Declaration") in support of the *Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Gordon Brothers Realty Services, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Waiving Certain Timekeeping Requirements, and (III) Granting Related Relief* (the "Application"), of the above-captioned debtors and debtors in possession (the "Debtors"), in the above-captioned bankruptcy cases (collectively, the "Bankruptcy Case"), for entry of an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), authorizing the Debtors to retain and employ Gordon Brothers to provide real estate consulting and advising services to the Debtors pursuant to the terms and conditions set forth in that certain real estate consulting and advisory services agreement executed on December 12, 2025 by and between Debtor STG Logistics, Inc. and Gordon Brothers (the "Engagement Agreement"), effective as of the Petition Date.

3. Except as otherwise stated in this Declaration, I have personal knowledge of or have relied upon the knowledge of others employed by Gordon Brothers with respect to the matters set forth herein.³ If called to testify, I could and would testify competently to the facts set forth herein.

Gordon Brothers' Qualifications

4. I believe that Gordon Brothers and the professionals that it employs are uniquely qualified to advise the Debtors in the matters for which Gordon Brothers is proposed to be employed in a cost-effective, efficient, and expert manner. Gordon Brothers is a diversified real estate consulting and advisory firm that evaluates, restructures, and facilitates the acquisition and disposition of various types of real estate assets both nationally and internationally. I believe that the Trustee seeks to retain Gordon Brothers in particular because of Gordon Brothers' familiarity with the Debtors' lease portfolio, qualifications, and substantial experience in real estate restructuring matters. Gordon Brothers has extensive experience solving complex real estate problems and evaluating, negotiating, marketing, and restructuring real estate lease terms. Gordon Brothers has an excellent reputation as a leader in the real estate field and has an experienced team of real estate professionals.

5. Gordon Brothers' real estate services team also has skills in improving the cash flows of its clients' businesses through the repositioning and restructuring of real estate commitments. Gordon Brothers' real estate services team executes real estate strategies quickly and efficiently by advising its clients on a range of options and working with landlords, investors, buyers, sellers, and lenders. Gordon Brothers works across industry sectors and products, serving

³ Certain information set forth herein relates to matters (i) contained in Gordon Brothers' books and records and (ii) within the knowledge of other Gordon Brothers employees, and is based on information provided by such employees.

distressed and healthy companies in the United States and globally, providing services which include analysis; valuation and strategic real estate planning, real estate acquisition and disposition, real estate financing and sale-lease back, and real estate lease-related services, including negotiation, modification, and termination of leases.

6. For the foregoing reasons, I believe that Gordon Brothers is well qualified to advise the Trustee in an efficient and timely manner, and that the engagement of Gordon Brothers is critical to the Trustee's efforts in these Chapter 11 Cases. Accordingly, I believe that Gordon Brothers' retention as real estate advisor is in the best interests of the Debtors' estates.

Services to be Rendered and Professional Compensation

7. Subject to this Court's approval, Gordon Brothers will perform the Services as necessary, appropriate, feasible, and as may be requested by the Trustee, pursuant to the terms of the Engagement Agreement. The scope of Services to be performed by Gordon Brothers is accurately set forth in the Application and the Engagement Agreement.

8. Subject to the Court's approval, the Trustee has agreed to compensate Gordon Brothers in accordance with the terms and conditions set forth in the Application and Engagement Agreement.

9. I believe that the Fee Structure and the related Indemnification Provision is reasonable and market based. The Fee Structure appropriately reflects the nature of the Services to be provided by Gordon Brothers and the fee structures typically utilized by leading real estate consulting firms of similar stature to Gordon Brothers for comparable engagements, both in and out of court. The Fee Structure is consistent with Gordon Brothers' normal and customary billing practices for cases of this size and complexity that require the level of scope and services outlined

herein. The Fee Structure has been agreed upon by the parties on an arm's-length basis and is designed to compensate Gordon Brothers fairly for its work and to cover reasonable expenses.

10. During the ninety (90) days before the Petition Date, Gordon Brothers was paid in the ordinary course certain fees and expenses due under the Engagement Agreement. Specifically, on January 9, 2026, Gordon Brothers received from the Debtors payment of \$100,000 representing the Engagement Fee. As of the Petition Date, Gordon Brothers was not owed any amounts by the Debtors and does not hold a claim against the Debtors' estates. Gordon Brothers has indicated that if it discovers any information that is contrary or pertinent to the statements made in the McCray Declaration, it will promptly disclose such information to this Bankruptcy Court, the Debtors, and the U.S. Trustee.

11. Due to the transactional nature of the services that Gordon Brothers provides, its professionals do not bill clients on an hourly basis while performing such services. Gordon Brothers' real estate restructuring expertise was an important factor in determining the Fee Structure, and I believe that the ultimate benefit to the Debtors' estates resulting from Gordon Brothers' Services cannot be measured by reference to the number of hours to be expended by Gordon Brothers' professionals in the performance of such Services. I believe that cause exists to waive the information and time keeping reporting requirements imposed by Local Rule 2016-1(c) with respect to Gordon Brothers.

12. Gordon Brothers has not received any promises as to compensation in connection with these Chapter 11 Cases other than as outlined in the Engagement Agreement. Gordon Brothers has no agreement with any other entity to share any compensation received with any person other than the principals and the employees of Gordon Brothers.

Gordon Brothers' Disinterestedness

13. To check potential connections with the Debtors and other parties in interest in these chapter 11 cases, Gordon Brothers searched to determine whether it had any relationships with the entities identified by the Debtors and its representatives as potential parties in interest listed on **Schedule 1** hereto (the "**Potential Parties in Interest**"). To the extent that this inquiry has revealed any connections to certain Potential Parties in Interest, those connections are listed on and described in the attached **Schedule 2**.

14. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, neither Gordon Brothers nor any employee of Gordon Brothers (i) is a creditor, equity security holder or an insider of the Debtors or (ii) is or was, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Gordon Brothers professionals expected to assist the Debtors in these chapter 11 cases are related or connected to any United States Bankruptcy Judge for the District of New Jersey, the United States Trustee for the District of New Jersey (the "**U.S. Trustee**"), or any person employed in the office of the U.S. Trustee.

15. As part of its diverse global activities, Gordon Brothers 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, Gordon Brothers 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, Gordon Brothers 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 Gordon Brothers is to be employed, and none are in connection with these chapter 11 cases.

16. Other than as disclosed herein, Gordon Brothers has no relationship with the Debtors of which I am aware after due inquiry.

17. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in these chapter 11 cases. Consequently, although every reasonable effort has been made to discover Gordon Brothers' connections with the Potential Parties in Interest, Gordon Brothers is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in these chapter 11 cases. If Gordon Brothers discovers any information that is contrary or pertinent to the statements made herein, Gordon Brothers will promptly disclose such information to the Court.

18. During the ninety (90) days before the Petition Date, Gordon Brothers was paid in the ordinary course certain fees and expenses due under the Engagement Agreement. Specifically, on January 9, 2026, Gordon Brothers received payment of the Engagement Fee due under the Engagement Agreement in the amount of \$100,000.

19. For the reasons set forth in this Declaration, Gordon Brothers believes that it (a) is a disinterested person as defined in the Bankruptcy Code and (b) does not hold or represent any interest adverse to the Debtors' estates.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: February 13, 2026

/s/ Jonas D. L. McCray

Jonas D.L. McCray
Senior Director, Finance Transaction
Counsel (Americas)
Gordon Brothers Realty Services, LLC

Schedule 1

Potential Parties in Interest

List of Schedules

SCHEDULE 1

List of Schedules

| <u>Schedule</u> | <u>Category</u> |
|------------------------|--|
| 1(a) | Debtor Entities and Non-Debtor Affiliates |
| 1(b) | Current and Former Directors and Officers |
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| 1(e) | Ordinary Course Professionals |
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| 1(x) | Benefit Providers |
| 1(y) | Suppliers and Vendors |

SCHEDULE 1(a)

Debtor Entities and Non-Debtor Affiliates

| | |
|---|---|
| Apple Zebra CFS LLC | Reception Holdings LP |
| Best Dedicated Solutions LLC | Reception Intermediate Holdings LLC |
| Cargo Manager Systems Inc. | Reception Mezzanine Holdings LLC |
| CDC Transport LLC | Reception Newco Holdings LLC |
| Channel Distribution Corp. | Reception Purchaser LLC |
| Charleston Harbor Xpress (CHX) Inc. | SNW Transport LLC |
| Clear Lane Freight Systems LLC | St. George Distribution LLC |
| Con-Way Multimodal Inc. | St. George Employee Leasing Inc. |
| CTI Services LLC | St. George Trucking & Warehousing Inc. |
| Explore Airtrans Services (EAS) LLC | St. George USA LLC |
| Extra Express (Atlanta) Inc. | St. George Warehouse & Trucking Co. of Texas Inc. |
| Extra Express (Cerritos) Inc. | St. George Warehouse of IL Inc. |
| Extra Express (Denver) Inc. | St. George Warehouse of Oakland Inc. |
| Extra Express (Industry) Inc. | St. George Warehouse of Savannah LLC |
| Extra Express (Las Vegas) Inc. | St. George Warehouse of South Carolina Inc. |
| Extra Express (Logistics) Inc. | Stacktrain Mexico S de RL de CV |
| Extra Express Holdings LLC | STG Acquisition Corp. |
| F&F Fumigation Inc. | STG Cartage LLC |
| Freight Force LLC | STG Distribution Holdings LLC |
| International Warehouse Services Inc. | STG Distribution LLC |
| J&J International LLC | STG Distribution Services Inc. |
| J&J International of California LLC | STG Drayage LLC |
| Manufacturers Consolidation Services of Canada Inc. | STG Intermodal Inc. |
| Mardel Coast Trucking (MCT) Inc. | STG Intermodal Services LLC |
| Neutral Air LLC | STG Intermodal Solutions Inc. |
| Neutral Ground LLC | STG Logistics Inc. |
| Neutral Sea LLC | STG Logistics S de RL de CV |
| Neutralogistics Customs Brokerage LLC | STG LTL Inc. |
| Neutralogistics Distribution LLC | STG Port Services LLC |
| Neutralogistics LLC | STG Stacktrain LLC |
| P2D Parent LLC | STG Transport Services LLC |
| P2D Transport LLC | STG Transport Solutions LLC |
| PDS Trucking Inc. | Summit NW Corp. |
| Reception Holdings GP LLC | Veeco Holdings LLC |

SCHEDULE 1(b)

Current and Former Directors and Officers

Anderman, Geoff
Barse, David
Bezar, Farrukh
Bliss, Jason
DiDonato, Salvatore
Dumas, Randy
Feitzinger, Ed
Ferrara, Mark
Flynn, William
Holtgreven, Tyler
Kittle, Cody
Kowalishin, James
Lall, Keshav
Lee, Ryan
Leinibach, Tracy
McKenna, Heidi
Muldoon, Greg
Nemeth, Brian
Paperiello, Vince
Ramsey, David
Salaber, Konrad
Svindland, Paul
Tibbets, Troy
Welsh, Chase
Wilson, Darcy

SCHEDULE 1(c)

Shareholders

Duration Capital Partners LLC
Oaktree Capital Management LP
Reception Oaktree Aggregator LP
Wind Point Partners AAV II LP

SCHEDULE 1(d)

Professionals

AlixPartners
ArentFox Schiff LLP
C Street Advisory Group LLC
Evercore Inc.
Epiq Corporate Restructuring
Gibson Dunn & Crutcher LLP
Gordon Brothers Group LLC
Greenberg Traurig LLP
Katten Muchin Rosenman LLP
Paul Weiss Rifkind Wharton & Garrison LLP
PJT Partners Inc.
Ropes & Gray LLP
White & Case LLP

SCHEDULE 1(e)

Ordinary Course Professionals

| | |
|--|---|
| Andersen & Associates Inc. | Law Offices of Edward F. Figaredo |
| Benesch Friedlander Coplan & Arnoff LLP | Law Offices of Mitchell Schley LLC |
| Binder & Kalioundji LLP | Law Offices of Wenetka Ko Smala |
| Burke Warren Mackay & Serritella PC | LCF Group Inc., The |
| Charles River Associates | Littler Mendelson PC |
| Crowe LLP | Liz Rogers Sales Consultants LLC |
| CTS Impact Inc. | Melissa Moore Law Firm PC, The |
| DLA Piper LLP (US) | Mullen Coughlin LLC |
| Employee Justice Legal Group PC | Omelveny & Myers LLP |
| Flamm Walton Heimbach | Quinn & Partners Inc. |
| Frost Brown Todd LLC | Reardon Anderson LLC |
| Gardiner Roberts LLP | Rose Law Group PLLC, The |
| Gowling WLG (Canada) LLP | Rosner Law Group LLC, The |
| Grant Thornton LLP | Ross Stuart & Dawson Inc. |
| Haynes & Boone LLP | Saracino & Saracino LLC |
| Ice Miller LLP | Schellman & Co. LLC |
| Jackson Lewis PC | Scopelitis Garvin Light Hanson & Feary |
| JDM Consulting Partners LLC | Seyfarth Shaw LLP |
| JRM Consulting Inc. | Sills Cummis & Gross PC |
| Kirchner, Gregory | Simon, Peragine, Smith & Redfearn LLP |
| KJC Law Group A Professional Corp. | Starr Gern Davison & Rubin PC |
| KPMG LLP | Stearns Conrad & Schmidt Consulting Engineers Inc. |
| Labor Law Holdco LLC | T Jewell Law PLLC |
| Law Office of Countryman & McDaniel | Uthoff Law Corp., The |
| Law Office of Eugene Lee A Professional Law Corp. | Whitten Law Office LLC |
| Law Office of Saam Ahmadinia APC | |

SCHEDULE 1(f)

Depository Banks

Ameris Bank
Apollo Bank
Banamex
Bank of America Corp.
BBT
Citibank
JPMorgan Chase & Co.
JPMorgan Chase Bank NA
MB Financial Bank NA
Pacific Western Bank
Paradise Bank
TD Bank
Truist Bank
Union Bank
US Bank
Valley National Bank
Webster Bank
Wells Fargo
Wells Fargo Securities

SCHEDULE 1(g)

Secured Lenders

Alcof III NUBT LP
Alliance Partners LLC
Antares Holdings LP
Antares Senior Loan Parallel Master Fund II LP
Arbour Lane Capital Management LP
Arbour Lane Fund III GP LLC
Assured Investment Management LLC
Audax Management Co. NY LLC
Ballyrock Investment Advisors
BlueMountain Capital Management LLC
BC Partners Advisors LP
Capital One NA
Citizens Bank NA
Constitution Capital Credit Partners LP
Deutsche Bank AG London
Deutsche Bank AG New York Branch
Fidelity Investments
Fortress Investment Group LLC
FS Investments
Garrison Investment Group
Global Atlantic Financial Group
I Squared Capital
Invesco Senior Secured Management Inc.
Jefferies LLC
KKR (Global Atlantic)
Littlejohn & Co. LLC
Loomis Sayles & Co. LP
MUFG Bank Ltd.
PennantPark
Portfolio Advisors
Portman Ridge Finance Corp.
PPM
Prospect Capital Management
RBS Citizens
Siemens Financial Services Inc.
Sound Point Capital Management LP
Stifel Bank
Stifel Bank & Trust
Stifel Financial Corp.
Stifel Nicolaus Co. Inc.
Wilmington Savings Fund Society FSB

SCHEDULE 1(h)

Customers

[Confidential]

SCHEDULE 1(i)

Insurance Providers

| | |
|---|---|
| Ace Property & Casualty Insurance Co. | Lloyd's Syndicate 1036 COF |
| AFCO Insurance Premium Finance | Lloyd's Syndicate 1084 CSL |
| AIG | Lloyd's Syndicate 1200 WSM |
| Allianz SE | Lloyds's Syndicate 1221 HIG |
| American International Group UK Ltd. | Lloyd's Syndicate 1492 PBS |
| Aon plc | Lloyd's Syndicate 1856 IQUW |
| Aon Risk Services Northeast Inc. | Lloyd's Syndicate 2001 AML |
| Ascalon Risk Retention Group | Lloyd's Syndicate 2003 AXL |
| Ascalon Risk Retention Group Inc. | Lloyd's Syndicate 2786 Eve |
| Axis Surplus Insurance Co. | Lloyd's Syndicate 3000 MKL |
| Beazley Insurance Co. | Lloyd's Syndicate 3010 LRE |
| Berkley Assurance Co. | Lloyd's Underwrite Syndicate 0033 HIS |
| Berkshire/National Fire & Marine | Lloyd's Underwriter Syndicate No 1301 Igo |
| BMS Group | Lloyd's Underwriter Syndicate No. 2791 |
| Chubb Ltd. | Map |
| Chubb/Ace American Insurance Co. | LPSO Registered Consortium No 4769 |
| Chubb/Ace Property & Casualty Insurance Co. | Markel Insurance Co. |
| Chubb/Illinois Union Insurance Co. | McGriff Insurance Services LLC |
| Dale Marine & Energy Liability Consortium 9152 2025 - Brt 2988 | Mercer Insurance Co. |
| Dale Marine & Energy Liability Consortium 9152 2025 - Duw 1729 | MS Transverse Specialty Insurance Co. |
| Dale Marine & Energy Liability Consortium 9152 2025 - Wbc 5886 | Nationwide-Scottsdale Insurance Co. |
| DUAL North America Inc. | North Dakota, State of, Workforce Safety & Insurance |
| Endurance American Specialty Insurance Co. | Ohio, State of, Bureau of Workers Compensation |
| Equinox Underwriting – Marine Liability 9823 | Paul Hanson Partners |
| Falvey Insurance Group | Protective/Paul Hansen (Biz Choice) |
| Great American Insurance Group in Mexico | Sedgwick Claims Management Services |
| Hartford Insurance Co. of the Midwest | Travelers Indemnity Co., The |
| Homesite Insurance Co. of Florida | Upland Specialty Insurance Co. |
| Houston Casualty Co. | Vantage Risk Specialty Insurance Co. |
| Houston Casualty Co. (London Branch) T/A Tokio Marine HCC | Victor Insurance Exchange |
| Lexington Insurance Co. | Washington, State of, Department of Labor & Industries |
| Lloyd's Syndicate Chaucer 1084 | Westchester Surplus Lines Insurance Co. |
| | Westfield Specialty Insurance Co. |
| | XL Specialty Insurance Co. |
| | Zurich American Insurance Co. |
| | Zurich Insurance Group AG |

SCHEDULE 1(j)

Real Estate Lessors/Lessees (including subleases)

| | |
|--|---|
| 141 Knowlton Way LLC | Fairway Sub A LLC |
| 14445 Alondra LLC | Fedex Transport & Brokerage Inc. |
| 2001 Lower Road Corp. | Fleet Yards Inc. |
| 245 Vineland LLC | French Camp American Properties Inc. |
| 3600 Portsmouth LLC | Fullerton I-B LLC |
| 3737 Stewarts Lane Investors, a Tennessee Joint Venture | Fullerton Sub B LLC |
| 4 Commerce Associates LLC | Furniture of America Inc. |
| 5135 Lamar Partners LLC | G&D Realty LLC |
| 6641 Kinne Street LLC | Golden Springs Development Co. LLC |
| 6801 Westside Avenue LLC | Greenleaf Industrial Parking LLC |
| 9101 Tonnelle Avenue Associates LLC | HB Egip 4 LLC |
| 970 High Ridge Associates LLC | HC Gabler Inc. |
| Ace Truck Parking LLC | HREP Steel Street LLC |
| Act 2 Services Inc. | Ideal Professional Associates |
| Aero Portland LLC | IOV 11022 Mesa LLC |
| Air Canada | ITI Intermodal of Georgia LLC |
| Airport North Industrial Inc. | J.B. Hunt Transport Inc. |
| Amza Ojgh LLC | Jacksonville Sisters LLC |
| Anchor Recovery Corp. | JEMCO Polaris & Ponderosa Property LLC |
| Auburn 18 Business Park LLC | JFK AP LLC |
| Banco Inbursa SA, A Multiple Banking Institution, Inbursa Financial Group | KCHS Investments LLC |
| Bayport II Mountain West Houston LLC | King Family Properties LLC |
| BHT of Florida 6532 LLC | Landexcorp LLC |
| BlueCargo Inc. | Linken Real Estate LP |
| Bree Properties LLC | LRC Group LLC |
| BT Property LLC | Lumpkin Development LLC |
| Buffalo South Motor Inn Inc. | Maersk Inc. |
| Centerpoint Joliet Terminal Railroad LLC | Majestic Realty Co. |
| Centerpoint Port Everglades LLC | Majestic/Fairway Business Center Subpartnership |
| Centerpoint Properties | Majestic-Fullerton Road LLC |
| Centerpoint Properties Trust | Matheson Flight Extenders Inc. |
| Central Avenue Industrial Park LLC | Morton, David |
| Crane Worldwide Logistics LLC | Morton, Hazel |
| CSX Transportation | Nefab Packaging Southeast LLC |
| Cub Terminal LLC | Network Services Co. |
| CWL Savannah Building 1 LLC | NP Atlanta Infill Industrial LLC |
| Decarolis Truck Rental Inc. | NW JJH Building LP |
| Eagle Transport Corp. | Oakland, City of (CA), Board of Port Commissioners |
| Equitrust Life Insurance Co. | Outsource Logistics LLC |
| Fairway Business Center | Pacific Rim Pointe LLC |

Palacha Properties LLC
PPF Industrial 2201 E. Carson Street LP
Prologis 2 LP
Prologis California I LLC
Prologis First US Properties LP
Prologis LP
Prologis Targeted US Logistics Fund LP
Prologis USLV Subreit 3 LLC
Prologis-Exchange 951 Thorndale Road LLC
Rexford Industrial - Jurupa LLC
Rexford Industrial Realty LP
Righbourg, Bruce
RLF I A SPE LLC
RLF I-A SPE LLC
RLF I-TRS LLC
Robco LLC
Romar Resorts Inc.
RR&C Development Co.
RREEF America REIT II Portfolio LP
SIF Graham Road LLC
Sixth & Proctor LLC
SNL IOV 3408 Graham Owner LLC
Sony Electronics Inc.

South Kearny Associates Inc.
SP New County Road LLC
Spectrum Logistics Inc.
STC Properties Inc.
TA Realty Associates Fund XII Portfolio LP
Terreno Airgate LLC
Torres, Alejandra
Torres, Jose
TPO LLC
Tradepoint Atlantic LLC
Transportation Equipment Specialists Inc.
United Legwear Co. LLC
United States Postal Service
United Way Transportation
W8 Shipping LLC
Watson Land Co.
Welford Group LLC
White Oak Industrial LLC
Wick Road Investments LLC
Wilson Fidelco LLC
World Depot Inc.
YS Express Inc.
Yusen Logistics (Americas) Inc.

SCHEDULE 1(k)

Equipment Lessors

36th Street Capital Partners LLC
Atlantic Union Bank
Banc of California Inc.
BCICapital Inc.
Dong Fang International Container (Hong Kong) Ltd.
Encina Equipment Finance SPV LLC
Exsif Worldwide Inc.
Flexi-Van Leasing LLC
Interpool Inc.
McKinney Trailer Rentals
Milestone Equipment Co. LLC
Pan Ocean Container Supplies Co. Ltd.
Peapack Capital Corp.
Penn Intermodal Leasing Inc.
Penske Truck Leasing Co. LP
Post Road Equipment Finance LLC
Street Capital Partners LLC
Tal International Contain Corp.
Truist Equipment Finance
Wells Fargo Equipment Finance Inc.
Wintrust Commercial Finance

SCHEDULE 1(l)

Litigation Parties

Antares Capital LP
Axos Financial Inc.
Bautista, Gabriel
California, State of, Employment Development Department
Cargomatic Inc.
Chavez, Anthony
Culmin Staffing Group Inc.
Davis Polk & Wardwell LLP
Eighteen Wheel
Grimmage, Asia
Hawley, Christina
Herrera, Daniel
Iron Mountain Inc.
Ironbound Express Inc.
Johns, Charles
Jones, Mark
Lewis, Jackson
Lopez, Christian Samuel
Lucero, Darlene
Martinez, Antonio
Mata Lopez, Beatriz F.
New Jersey, State of, Department of Labor & Workforce Development
Nieves, Juan
Pineda, Rolando
Saldana, Joseline
Selendy & Gay PLLC
Torres, Guadalupe
United States, Government of the, National Labor Relations Board
Valentin, Jose
Zirate, Laura

SCHEDULE 1(m)

Unsecured Creditors

| | |
|---|---|
| Ace American Insurance Co. | Maritime Technical Services LLC |
| Aladdin Financial Inc. | MMD Inc. |
| Apex Capital Corp. | Next Day Funding Inc. |
| Archents Inc. | Norfolk Southern Railroad |
| Assist Financial Services Inc. | Orange Commercial Credit Inc. |
| Blu Capital LLC | OTR Solutions |
| Bobtail Capital LLC | Parikh Financial LLC |
| CD Consortium Corp. | Partners Funding Inc. |
| Central De Fletes Monterrey SA de CV | Pathway Payment Partners LLC |
| Comdata Inc. | Personal HR Services LLC |
| Compass Funding Solutions LLC | Phoenix Capital Group |
| CSX Intermodal | Pro Funding Inc. |
| Cyderes Group LLC | Prodrivers |
| Descartes US Holdings Inc. | RTS Financial Service Inc. |
| Ecapital Freight Factoring Corp. | Saint John Capital Corp. |
| Encina Equipment Finance LLC | Selective Personnel Inc. |
| Engaged Financial LLC | Sky Road Inc. |
| England Carrier Services | Summar Financial LLC |
| Evans Delivery Co. Inc. | Sunbelt Finance LLC |
| Express Freight Finance Co. LLC | TAFS Inc. |
| Falvey Cargo Underwriting | Titan Intermodal LLC |
| Firstline Funding Group | TRAC Intermodal |
| Flexi Van Leasing LLC | Trimble Transportation Enterprise Solutions Inc. |
| Infosys Ltd. | Triumph Financial Services LLC |
| Integrity Drayage | TruFunding LLC |
| JD Factors LLC | Truist Equipment Finance Corp. |
| Kansas City Southern De Mexico Sa De CV | Wall Street Intermodal LLC |
| Local 295 Local 851 Pension Fund | Wex Fleet One |
| Love's Solutions LLC | |
| LSI Great Staffing Partner LLC | |

SCHEDULE 1(n)

Competitors

Evans Network of Cos.
Hub Group Inc.
IMC Logistics LLC
Intek Logistics Inc.
JB Hunt Transport Services Inc.
Kuehne + Nagel International AG
Schneider National Inc.
Swift Transportation Co.

SCHEDULE 1(o)

Contract Counterparties

Cologix
Descartes Systems (USA) LLC
Direct ChassisLink Inc.
Salesforce Inc.
SpendHQ LLC
Tenstreet LLC
Verizon Business
XLNC Academy International Pvt. Ltd.
Zoom Communications Inc.

SCHEDULE 1(p)

Potential M&A Counterparties

[Confidential]

SCHEDULE 1(q)

Taxing Authorities

| | |
|--|---|
| Alabama, State of | Dona Ana, County of (NM) |
| Alabama, State of, Department of Revenue | Duval, County of (FL) |
| Alameda, County of (CA) | Florida, State of |
| Arizona, State of | Florida, State of, Department of Revenue |
| Arizona, State of, Department of Revenue | Forest Park, City of (GA) |
| Arkansas, State of | Fulton, County of (GA) |
| Arkansas, State of, Department of Finance and Administration | Georgia, State of |
| Auburn, City of (CA), Finance Department | Georgia, State of, Department of Revenue |
| Austell, City of (GA) | Harris, County of (TX) |
| Baltimore, County of (MD) | Illinois, State of |
| Berkeley, County of (SC) | Illinois, State of, Department of Revenue |
| Bexar, County of (TX) | Indiana, State of |
| Broward, County of (FL) | Indiana, State of, Department of Revenue |
| California, Department of Toxic Substances Control | Jefferson, County of (KY) |
| California, State of | Kent, City of (WA) |
| California, State of, Department of Tax and Fee Administration | Kentucky, Commonwealth of |
| California, State of, Franchise Tax Board | Kentucky, Commonwealth of, Department Of Revenue |
| Charleston, County of (SC) | Kentucky, Commonwealth of, Transportation Cabinet, Division Of Motor Carriers |
| Chatham, County of (GA) | King, County of (WA) |
| Chesapeake, City of (VA) | La Porte, City of (TX) |
| Clayton, County of (GA) | La Porte, Independent School District (TX) |
| Clear Lake Water Authority (TX) | Laredo, City of (TX) |
| Cobb, County of (GA) | Los Angeles, County of (CA) |
| Collin, County of (TX) | Louisiana, State of |
| Colorado, State of | Louisiana, State of, Department of Revenue |
| Colorado, State of, Department of Revenue - Taxation | Louisville, County of (KY) |
| Connecticut, State of | Louisville/Jefferson, City of (KY) |
| Connecticut, State of, Department of Revenue Services | Marion, County of (FL) |
| Dallas, County of (TX) | Maryland, State of |
| Davidson, County of (NC) | Maryland, State of, Comptroller |
| Dekalb, County of (GA) | Massachusetts, Commonwealth of |
| Delaware, State of | Massachusetts, Commonwealth of, Department Of Revenue |
| Delaware, State of, Division of Revenue | Mecklenburg, County of (NC) |
| Desoto, County of (MS) | Memphis, City of (TN) |
| | Miami-Dade, County of (FL) |
| | Michigan, State of |

Michigan, State of, Department of Treasury
Mississippi, State of
Mississippi, State of, Department of Revenue
Multnomah, County of (OR)
New Hanover, County of (NC)
New Jersey, State of
New Jersey, State of, Department of the
Treasury
New Jersey, State of, Motor Vehicle
Commission
New Orleans, City of (LA)
New Orleans, City of (LA), Bureau of Revenue
New York, City of (NY)
New York, City of (NY), Department Of
Finance
New York, State of
New York, State of, Department Of Tax And
Finance
Norfolk, City of (VA)
North Carolina, State of
North Carolina, State of, Department of
Revenue
Ohio, State of, Department of Taxation
Oregon, State of
Oregon, State of, Department of Revenue
Oregon, State of, Department of Transportation,
Commerce and Compliance Division
Pennsylvania, Commonwealth of
Pennsylvania, Commonwealth, Department of
Revenue
Pierce, County of (WA)
Polk, County of (FL)
Portland, City of (OR)
Portsmouth, City of (VA)
Romulus, City of (MI)
Salt Lake City, City of (UT)
San Bernardino, County of (CA)
San Diego, County of (CA)
San Joaquin, County of (CA)
Savannah, City of (GA)
Seattle, City of (WA), License & Tax
Administration
Shelby, County of (TN)
Smith, County of (TX)
South Carolina, State of
South Carolina, State of, Department of
Revenue
Spartenburg, County of (SC)
Tacoma, City of (WA), Tax & License
Tarrant, County of (TX)
Tennessee, State of
Tennessee, State of, Department of Revenue
Texas, State of
Texas, State of, Comptroller of Public Accounts
United Independent School District, (TX),
Service Center & Tax Office
United States, Government of the, Department
of the Treasury, Internal Revenue Service
Virginia, Commonwealth of
Virginia, Commonwealth of, Department of
Taxation
Washington, State of, Department of Revenue
Webb, County of (TX)
Whitfield, County of (GA)
Worcester, City of (MA)

SCHEDULE 1(r)

U.S. Trustee Personnel, Bankruptcy Judges, Court Contacts for the District of New Jersey (and key staff members)

| | |
|---------------------------|---------------------------|
| Aldrich, Brendan | Kropiewnicki, Daniel C. |
| Alfaro, Adela | LaBruno, Grace |
| Altenburg, Andrew B., Jr. | Lieb, Samantha |
| Ardelean, Kirsten K. | Lipcsey, Diane |
| Arendas, Francayne D. | Marshiano, Jenna |
| Artis, Michael | Martin, Kiya |
| Baker, Lucas | McAuley, Catherine |
| Barbour, Kimberly | McDonald, Christy |
| Bielskie, Lauren | McGettigan, Margie |
| Brakel, Linda | Meisel, Stacey L. |
| Brown, Michael | Muccie, Dana |
| Chapman, Sydney | Oppelt, Tina L. |
| Chrzanowski, Diane | Ortiz-Ng, Angeliza |
| Cones, Ivy | Papalia, Vincent F. |
| Craven, Amanda | Pappas, Ntorian |
| Cruz, Savanna | Pattison, Angela |
| Diawara, Cisse | Poslusny, Jerrold N., Jr. |
| Dumbroff, Timothy | Price, Gina |
| Earl, Rebecca A. | Primo, Mariela |
| Fanucci, Ben | Quiles, Wendy |
| Fernandes, Ohanna | Renye, Heather |
| Figueria, Maria | Richardson, Charlene |
| Filgueiras, Juan | Rosenberg, Seth |
| Fitzgerald, Darlene | Ryan, Kathleen |
| Fogleman, Michelle | Schneider, Robert J., Jr. |
| Fowler, Chris | Shaheen, Krista |
| Gerardi, David | Sherwood, John K. |
| Gilmore, Michael | Simone, Amanda |
| Graga, Travis | Sodono, Anthony |
| Gravelle, Christine M. | Sponder, Jeffrey |
| Green, Tia | Steele, Fran B. |
| Greenspan, Natalie | Stillwell, Rachel |
| Hall, Mark E. | Stives, James |
| Haywood, Zelda | Sweeney, Suzanne |
| Heim, Robert | Tedesco, Michael |
| Hildebrandt, Martha | Veloz-Jimenez, Lucy |
| Holden, Kevin | Walsh, Thomas C. |
| Jackson, Bruce | West, Brooks |
| Kaplan, Aron | Wolf, Rachel |
| Kaplan, Michael B. | Ziemer, William J |
| Kotta, Shefali | |

SCHEDULE 1(s)

Sureties

American Alternative Insurance Corp.
Burlington Northern Santa Fe Railway Co.
CIBC NY
Federal Motor Carrier Safety Administration
Florida, State of, Department of Transportation
Illinois, State of, Department of Transportation
Kansas City Southern Railway Co.
Liberty Mutual Insurance Co.
Louisiana, State of, Department of Transportation
New Jersey, State of, Turnpike Authority
New York, State of, Liquor Authority
New York, State of, State Liquor Authority
North Carolina, State of, Alcoholic Beverage Control Commission
Oregon, State of, Department of Transportation
People of the State of New York
Pennsylvania, Commonwealth of, Department of Transportation
PFA Transportation Insurance & Surety Services
RLI Insurance Co.
Texas, State of, Department of Motor Vehicles
United States, Government of the, Department of Homeland Security, Bureau of Customs &
Border Protection
United States, Government of the, Department of Homeland Security, Customs & Border
Protection
United States, Government of the, Federal Maritime Commission
West Virginia, State of
Westchester Fire Insurance Co.

SCHEDULE 1(t)

Letter of Credit Providers

Canadian Imperial Bank of Commerce (New York)
Deutsche Bank

SCHEDULE 1(u)

Utility Providers

| | |
|---|--|
| 8x8 Inc. | Duke Energy Progress Carolinas |
| AAA Rubbish Inc. | Edco Disposal Corp. |
| ACC | Elk Grove, Village of (IL) |
| AES Indiana | Enbridge Gas Ohio |
| Alabama Power | Engie Resources |
| Alameda County Industries Inc. | Entergy New Orleans |
| American Electric Power Co. Inc. | Florida Power & Light Co. |
| Arctic Clear Bottled Water LLC | Fontana Water Co. |
| AT&T DW Holdings Inc. | Fontana, City of (CA) |
| Atlanta, City of (GA), Department of Watershed Management | Fort Lauderdale, City of (FL) |
| Atlantic Waste Services | Georgia Power |
| Atmos Energy | GFL Environmental |
| ATT Mobility | Golden State Water |
| Baltimore Gas & Electric Co. | Greatamerica Financial Services Corp. |
| Bay Disposal Holdings Inc. | Hampton Roads Utility Billing Service |
| Bay Disposal LLC | Home Telecom |
| BCM One | Illuminating Co., The |
| Bensenville, Village of (IL) | Jacksonville Electric Authority |
| Burrtec Waste Industries Inc. | Joliet, City of (IL) |
| Bush Bros Disposal | Lake, County of (IL) |
| Cablevision Lightpath LLC | Lightcurve Ltd. |
| California Water Service Co. | Lightyear AI Inc. |
| CallTower Inc. | Louisville Gas & Electric Co. |
| Cape Fear Public Utility Authority | Louisville Water Co. |
| Charlotte-Mecklenburg, County of (NC) | Lumen/Century Link |
| Cleveland, City of (OH) | Memphis Light Gas & Water |
| Cogent Communications | Mobile County Water, Sewer & Fire Protection Authority |
| Columbia Gas | Mount Pleasant Waterworks |
| Columbus, City of (OH) | National Grid-Niagara Mohawk |
| Comcast Masergy | Newark, City of (NJ) |
| Commonwealth Edison Co. | Nicor Gas |
| Consensus Cloud Solutions Inc. | Northeast Ohio Regional Sewer District |
| Constellation New Energy | NV Energy |
| Cox Business - San Diego | Pacific Gas & Electric Co. |
| Crown Castle Fiber | Piedmont Natural Gas |
| Dalton Utilities | Port Wentworth, City of (GA) |
| DirecTV Entertainment Holdings LLC | PSE&G Co. |
| DirecTV LLC | Public Service Electric & Gas Co. |
| Dominion Energy South Carolina | Puget Sound Energy |
| Dominion Energy Virginia | Recology Portland |
| DTE Energy | Reliant Energy |

Republic Services Inc.
Republic Services 551
Republic Services 794
Rialto Water Services
Roadrunner Energy
San Diego Gas & Electric
Santa Fe Springs, City of (CA)
Scana Energy
Scana Energy Marketing LLC
Sewerage & Water Board of New Orleans
Siemens Industry Inc.
SJWD Water District
Smash My Trash
SO CAL GAS CO
Southern California Edison
Sparkletts Water
Spectrum Rialto

Spire Inc.
Starlink Services LLC
Suburban Water Systems
Tacoma Public Utilities
Telecom Today
Towerstream Corp.
TPx Communications
TXU Energy
Tyler Mountain Water Co. Inc.
Valley Vista Services Inc.
Veolia Water New Jersey
Verizon Communications Inc.
Walnut Valley Water District
Waste Management Inc.
Waste Resources Inc.
Windstream Corp.
Windstream Holdings II LLC

SCHEDULE 1(v)

Temporary Labor/Staffing Agencies

Accounting Principals
Accrue Partners
APF-FBO Vitality Staffing Solutions LLC
Elwood Staffing
Emphire
EmployBridge LLC
Express Employment Professionals Inc.
Gotworx Staffing Inc.
It's Caliber Staffing
Lean Staffing Solutions Inc.
LSI Staffing
Malone Staffing
Partners Personnel
Personnel Options Inc.
Robert Half Technology
SPI Staffing
Staff Force Inc.
Vitality Staffing Solutions LLC

SCHEDULE 1(w)

Pension Authorities

Local 295-IBT

SCHEDULE 1(x)

Benefit Providers

ADP Inc.
Ansel Health Inc.
Ansel Services Inc.
ArmadaCare
ArmadaCare LLC
Automatic Data Processing Inc.
BenePass Inc.
Evolution Risk Partners
Indi Digital Wellness LLC
InsurChoice Insurance Inc.
Lyra Health Inc.
NFP Corp.
One Pass Select
Principal Financial Group Inc.
Prudential Insurance Co. of America, The
Rightway Healthcare Inc.
Rocket Lawyer Inc.
RxProtect LLC
True RX Health Strategists Inc.
True Scripts Management Services LLC
UKG Inc.
UMR Inc.
United Medical Resources
UnitedHealthcare

SCHEDULE 1(y)

Suppliers and Vendors

| | |
|--------------------------------------|---|
| Ace Drayage | Kansas City Southern Railway |
| ADC Transport Inc. | Liberty 1 |
| Afco Credit Corp. | Los Angeles Logistics LLC |
| AH Logistics LLC | Low Country Express |
| AMG Trucking LLC | Majestic Management Co. |
| Angel's Transport Corp. | Martinez Venegas, David |
| Antler Transport LLC | MEJ Transport LLC |
| Appvault LLC | Milestone Equipment Corp. |
| Armstrong Transport Group Inc. | Minto Corp Enterprise Inc. |
| Auto Lineas America SA | Mountain Intermodal Inc. |
| Bains Trucking Inc. | On Time Intermodal Inc. |
| Blue & Grey Transport Co. LLC | One USA Express Inc. |
| Blume Global Inc. | One Way Up Transport LLC |
| Brunetti Transport Inc. | P&B Intermodal Services LLC |
| BVK Trucking Inc. | Park Avenue Intermodal LLC |
| Canadian Pacific Ltd. | Penske Logistics LLC |
| Citiguard Inc. | PSC Custom LLC |
| CN Rail | Q Super Holdings Inc. |
| Condor Trucking Inc. | Rail Freight Logistics Inc. |
| Cowan Intermodal Group LLC | Ramirez, Edgar |
| CTX Group | Reagan Trucking LLC |
| Cub Terminal Repair LLC | River City Rush Delivery Inc. |
| Darsey Enterprises Inc. | Send 123 Inc. |
| Diamond Strike LLC | Silver Lion Trade Services LLC |
| Direct Chassis Link Inc | Specialty Program Group LLC |
| Distributors Transport Inc. | Star Accurate Intermodal Inc. |
| Downtime Fleet Management Services | Suburban Propane Partners LP |
| E&A Transpros Inc. | Superior Hauling & Fast Transit Inc. |
| Elite Global Transport LLC | Tforce Worldwide Inc. |
| FGM Logistics LLC | TRAC Services |
| Five Star Transport LLC | Treadstone Obo Selective Personnel Inc. |
| Freedom 1 LLC | TRX Great Lakes Inc. |
| Golden State Lines Inc. | TRX Midwest Inc. |
| Greatwide American Trans-Freight LLC | Union Pacific Railroad |
| Hammertime Transport LLC | Union Pacific Railroad Co. Inc. |
| Harpers Xpress Trucking LLC | VCB Transport LLC |
| Insight Direct USA Inc. | Veteran Carriers Inc. |
| JJ Keller & Associates Inc. | Virdi Trucking Inc. |
| JJM Transportation Inc. | Warren Xpress LLC |
| Josh Taylor Trucking LLC | Westar Cartage LLC |
| JRIC Transportation LLC | Whitecrow Inc. |
| | Xtium Inc. |

Schedule 2

Disclosures of Gordon Brothers

- a. Gordon Brothers' affiliate, Gordon Brothers Asset Advisors, LLC ("GBAA"), currently or previously has provided appraisal services of certain assets of the Debtor, STG Logistics, Inc. ("STG"), including its asset-based collateral, machinery, and equipment, on behalf of STG's lender or lenders. GBAA most recently engaged in such appraisal on or about November 2025.
- b. Gordon Brothers' affiliate, Nations Capital, LLC, engaged in preliminary discussions with STG regarding a potential transaction; however, no such transaction was consummated.
- c. Gordon Brothers has a corporate banking relationship with a syndicate of lenders, some of whom are also lenders to the Debtors.
- d. It is possible that one or more law firms engaged by the Debtors or other Parties in Interest, have previously or are currently representing Gordon Brothers or its affiliates in matters unrelated to the Debtors or these chapter 11 cases, and that such representations are not necessarily reflected in Gordon Brothers' database for purposes of performing "conflicts checks." Except as may be disclosed herein, any such law firm's representation of Gordon Brothers and its affiliates is unrelated to the Debtors and these chapter 11 cases.
- e. Gordon Brothers and its affiliates may have had Ordinary Course Interactions with certain of the Parties in Interest within the prior two years, but none of such Ordinary Course Interactions are believed to be related to the Debtors or these chapter 11 cases.
- f. In matters unrelated to the Debtors and these chapter 11 cases, Gordon Brothers and/or its affiliates currently provide or have previously provided asset valuation, furniture, fixture & equipment disposition services, real estate advisory, real estate appraisal, enterprise valuation services, inventory liquidation services, and/or retail advisory services for (or related to) the following entities: (1) 36th Street Capital Partners, LLC; (2) [Confidential]; (3) Antares Capital LP; (4) Atlantic Union Bank; (5) Banc of California, formerly known as Pacific Western Bank; (6) Bank of America; (7) [Confidential]; (8) Capital One N.A.; (9) [Confidential]; (10) Citibank; (11) Citizens Bank NA; (12) Deutsche Bank; (13) [Confidential]; (14) [Confidential]; (15) Encina Equipment Finance LLC; (16) Fortress Investment Group LLC; (17) [Confidential]; (18) I Squared Capital; (19) Invesco Senior Secured Management Inc.; (20) Jefferies LLC; (21) JPMorgan Chase Bank, N.A.; (22) [Confidential]; (23) Littlejohn; (24) [Confidential]; (25) MUFG Bank, LTD.; (26) [Confidential]; (27) [Confidential], Inc.; (28) Oaktree Capital Management, L.P.; (29) Pacific Western Bank; (30) PENSKE Logistics LLC; (31) Post Road Equipment Finance, LLC; (32) [Confidential]; (33) Stifel Bank; (34) Stifel Financial Corp; (35) Summar Financial LLC; (36) TD Bank; (37) [Confidential]; (38) Truist Bank; (39) US Bank; (40) Valley National Bank;

(41) [Confidential]; (42) Webster Bank; (43) Wells Fargo; (44) Wells Fargo Equipment Finance, Inc.; and (45) Wintrust Commercial Finance. Gordon Brothers does not believe that these connections create a conflict of interest regarding the Debtors or chapter 11 cases.

- g. From time to time, Gordon Brothers and/or its affiliates have collaborated with or engaged the professional services of the following firms in matters unrelated to the Debtors or these chapter 11 cases: (1) AlixPartners, LLP; (2) Evercore; (3) Grant Thornton LLP; (4) Greenberg Traurig; (5) Kirkland & Ellis LLP; (6) KPMG LLP; and (7) Ropes & Gray LLP.
- h. Because of the magnitude of the entire creditor list in these cases, it is possible that Gordon Brothers may represent or may have represented other creditors of the Debtors but does not represent any such creditors in connection with these cases. Gordon Brothers presently or in the past has served as a professional person in other matters, wholly unrelated to the Debtors or these cases, in which other attorneys, accountants and other professionals of the Debtors, creditors, or other Parties in Interest may have also served or serve as professional persons.
- i. Gordon Brothers may have a relationship with a creditor or Party in Interest that may fall into multiple categories. When that is the case, the party in interest is listed once herein.