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

In re:  
STG LOGISTICS, INC., *et al.*,  
Debtors.<sup>1</sup>

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

**APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF WHITE & CASE LLP AS COUNSEL TO THE SPECIAL COMMITTEE EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (the “**Debtors**” and, together with their non-debtor subsidiaries and certain affiliates, the “**Company**”) state as follows in support of this application (this “**Application**”):

**Relief Requested**

1. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), authorizing the Debtors to retain and

<sup>1</sup> 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’ proposed 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.

employ White & Case LLP (“**White & Case**” or the “**Firm**”) as conflicts counsel (“**Special Committee Counsel**”), effective as of the Petition Date (as defined herein), to render legal services on behalf of and at the sole direction of the Special Committee (the “**Special Committee**”) of the Board of Supervisors of Reception Holdings, L.P. and each of the Boards of Managers of Reception Mezzanine Holdings, LLC and Reception Purchaser, LLC, to address certain matters that the Debtors may encounter that are more appropriately addressed by a law firm other than Kirkland & Ellis LLP (“**K&E**”), in accordance with the terms and conditions set forth in the engagement letter, attached hereto as **Exhibit B** (as may be further modified, amended, or supplemented from time to time, the “**Engagement Letter**”), this Application, the declaration of Gregory F. Pesce, attached hereto as **Exhibit C** (the “**Pesce Declaration**”), the declaration of David Barse, attached hereto as **Exhibit D** (the “**Barse Declaration**”), and the Proposed Order, each of which is incorporated into this Application by reference.

**Jurisdiction, Venue, and Predicates for Relief**

2. The United States Bankruptcy Court for the District of New Jersey (the “**Court**”) has jurisdiction to consider this Application under 28 U.S.C. § 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*, dated July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). This is a core proceeding under 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief requested by this Application are sections 327(a), 328(a), and 330 of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2014(a) and 2016(a) 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**

4. On January 12, 2026 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court. 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. On January 14, 2026, the Court entered an order authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). Docket No. 95. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed.

5. Additional factual background and information regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the commencement of these 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**”),<sup>2</sup> and incorporated herein by reference.

### **The Special Committee**

6. On August 5, 2025, the Board of Supervisors of Reception Holdings, L.P. (the “**Board**”) adopted written resolutions establishing a special committee (the “**Reception Holdings Special Committee**”) and appointing David Barse as the disinterested supervisor and sole member of the Reception Holdings Special Committee. On September 21, 2025, the Boards of Managers of Reception Purchaser, LLC and Reception Mezzanine Holdings, LLC established special committees at each entity with the same mandate as the Reception Holdings Special

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

Committee. David Barse was appointed as the disinterested supervisor and sole member of each newly created special committee. Prior to his appointment to the Special Committee, Mr. Barse spent over 25 years as a Chief Executive Officer, including at XOUT Capital LLC (since 2019) and Third Avenue Management (from 1991 to 2015), and as founder and Chief Investment Officer of DMB Holdings. He has served: as a board member and one of two Special Committee members for Celsius Network Ltd., which filed for chapter 11 on July 13, 2022; as an independent board member of Juul Labs, Inc.; as a board member of Keter Group Holding SARL; and as a board member of numerous other companies, including Covanta Holding Corporation, Millstein & Co., Third Avenue Capital p.l.c., Manifold Capital, Commercial Guaranty Assurance, Ltd., National American Insurance Company of California, and Danielson Trust Company. Additionally, he served as the chairman of the board of the New York City Parks Foundation (from 2020 to 2023) and currently serves as an emeritus member of the board of trustees of Brooklyn Law School. He holds a J.D. from Brooklyn Law School and a bachelor's degree from George Washington University.

7. The Board delegated to the Special Committee (the “**Delegation of Authority**”), among other things, (a) exclusive authority to review, discuss, consider, negotiate, approve, authorize and act upon (i) the Company's entry into and consummation of a transaction and (ii) matters relating to a transaction in which a conflict of interest exists or is reasonably likely to exist between the Company or its stakeholders and the Board under applicable law (each a “**Conflict Matter**”), (b) authority to investigate and determine, in the Special Committee's business judgment, whether any matter related to a transaction constitutes a Conflict Matter and that any such determination shall be binding on the Company, and (c) exclusive authority to conduct an independent investigation and assess the merits and potential value of any potential claims and

causes of action held by the Company (the “**Investigation**”).

8. Effective as of August 11, 2025, White & Case was retained as Special Committee Counsel on the terms and subject to the conditions set forth in the Engagement Letter. More specifically, the Debtors engaged White & Case to render legal services on behalf of and at the direction of the Special Committee as it relates to the Conflict Matters and the Investigation (collectively, the “**Services**”).

9. Prior to the Petition Date, White & Case commenced the Investigation. The Investigation remains ongoing. White & Case also advised the Special Committee regarding other Conflict Matters, including various aspects of the restructuring support agreement and the debtor-in-possession financing. During the pendency of these chapter 11 cases, White & Case will continue to advise the Special Committee regarding the Services, including Conflict Matters and the Investigation. Therefore, the Debtors request authority to retain White & Case on a postpetition basis to continue to provide legal services as are necessary and requested by the Special Committee under the Engagement Letter in connection with the Services.

#### **White & Case’s Qualifications**

10. The Debtors seek to retain White & Case as Special Committee Counsel because of the Firm’s extensive knowledge of, and experience with, among other things, (a) the Company and its businesses, (b) the Special Committee and its duties under the Delegation of Authority, (c) independent investigations, litigation, and corporate governance, and (d) the field of debtors’ and creditors’ rights under chapter 11 of the Bankruptcy Code. The Debtors believe that White & Case has assembled a highly qualified team of professionals and paraprofessionals to provide services to the Debtors, as directed by the Special Committee, during these chapter 11 cases. The Debtors believe that White & Case has the knowledge and experience necessary to deal effectively with

the issues that will arise in these chapter 11 cases in connection with the Special Committee with respect to the Services.

11. Since its engagement, White & Case has acquired in-depth knowledge of the facts and circumstances that formed the basis of the appointment of the Special Committee, as well as the Debtors' operations, capital structure, reorganization efforts, and the current condition of the Debtors' businesses. Due to the work performed to date with respect to the Services, as well as White & Case's experience and expertise, the Debtors believe that White & Case is both well-qualified and uniquely able to represent the Debtors, as directed by the Special Committee, in an efficient and timely manner pursuant to section 327(a) of the Bankruptcy Code.

#### **Services To Be Provided**

12. Before the Petition Date, White & Case provided various legal services relating to the Services, including work in connection with the Investigation, which will continue during the pendency of these chapter 11 cases.

13. By this Application, the Debtors request authority to retain White & Case on a postpetition basis to continue to provide legal services during the pendency of these chapter 11 cases, as requested by the Special Committee, and to continue to act with respect to its duties related to the Services.

14. Pursuant to separate retention applications filed with this Court, the Debtors seek to retain K&E and Cole Schotz P.C. as general bankruptcy co-counsel. The services to be rendered by White & Case to the Debtors will be limited to representing the Special Committee with respect to the Services. It is intended that the services to be rendered by White & Case will complement, and not duplicate, the work to be performed by K&E, Cole Schotz P.C., or any other professional retained by the Debtors. Moreover, the responsibilities of White & Case shall be confined to

discrete legal matters that are distinct from the matters handled by K&E. White & Case shall act on its own under the sole direction of the Special Committee and White & Case will not act under the direct supervision of K&E.

**White & Case's Disinterestedness**

15. Based on the conflicts search conducted to date and described in the Pesce Declaration, White & Case has no connection with the Debtors, their affiliates, their creditors, or any other party in interest, or their respective attorneys and accountants, the local Office of the United States Trustee (“U.S. Trustee”) or any person employed in the office of the same, or any judge in the Bankruptcy Court or District Court for the District of New Jersey or any person employed in the offices of the same, aside from those connections described in the Pesce Declaration.

16. As set forth in the Pesce Declaration, White & Case in the past has represented, currently represents, and in the future likely will represent certain entities that are parties in interest in these chapter 11 cases in matters unrelated to the Debtors, the Debtors’ chapter 11 cases, or such parties in interests’ claims against or interests in the Debtors.

17. As set forth in the Pesce Declaration:

- a. neither White & Case nor any attorney at the Firm holds or represents an interest adverse to the Debtors’ estates;
- b. neither White & Case nor any attorney at the Firm is or was a creditor, an equity security holder, or an insider of the Debtors;
- c. neither White & Case nor any attorney at the Firm is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and
- d. neither White & Case nor any attorney at the Firm has an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

18. In view of the above, White & Case is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates.

19. White & Case will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances arise. If any new relevant facts or relationships are discovered or arise, White & Case will use reasonable efforts to identify such developments and will promptly file a supplemental declaration, to the extent required by Bankruptcy Rule 2014(a).

### **Professional Compensation**

20. White & Case will accept, as compensation for its work during these chapter 11 cases, such sums as may be allowed by the Court in accordance with the Bankruptcy Code. Additionally, White & Case will seek compensation for all time and expenses associated with its retention in these chapter 11 cases, including the preparation of the Application, the Barse Declaration, the Pesce Declaration, and the Proposed Order, as well as any monthly fee statements and/or interim and final fee applications.

21. White & Case intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. White & Case’s fees and expenses are to be paid by the Debtors.

22. The Debtors also understand that White & Case intends to use reasonable efforts to comply with U.S. Trustee requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed*

*Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the “**U.S. Trustee Guidelines**”) effective as of November 1, 2013, both in connection with this Application and the interim (if any) and final fee applications to be filed by White & Case in these chapter 11 cases.

23. White & Case has provided and will be providing professional services to the Debtors, on behalf of and as directed by the Special Committee, at the then-current standard hourly rate charged by the Firm for such services. White & Case’s hourly rates for 2026 are set forth in the Pesce Declaration.

24. Consistent with its usual practices, White & Case will keep its time in one-tenth (1/10) hour increments. White & Case did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement, and none of the professionals involved in this engagement will vary their hourly rates based on the geographic location of these chapter 11 cases. The hourly rates set forth in the Pesce Declaration are subject to periodic increases in the normal course of the Firm’s business, typically on January 1st of each year, and often due to the increased experience of a particular professional and on an annual basis. White & Case will provide notice of any rate increases beyond its 2026 rates to the Debtors, the Special Committee, the U.S. Trustee, and any statutory committee.

25. White & Case operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the Firm’s expertise, performance and reputation, the nature of the work involved, and other factors. White & Case’s hourly rates are designed to compensate White & Case fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Consistent with the Firm’s policy with respect to all of its clients, White & Case will continue to seek reimbursement from the Debtors for court costs, out-of-pocket and office expenses, and any other

disbursements incurred in the rendition of services to the Special Committee. These include photocopying, local messenger and intercity delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), support staff overtime and word processing, consulting and expert costs, and other costs, expenses, and disbursements as set forth in the Engagement Letter.

26. During the ninety (90) day period prior to the Petition Date, White & Case received advance payment retainers from the Debtors in the aggregate amount of \$2,875,000.00. As stated in the Engagement Letter, any advance payment retainer is earned by White & Case upon receipt and becomes property of White & Case upon receipt, the Debtors no longer have a property interest in any advance payment retainer upon White & Case's receipt, and any advance payment retainer will be placed in White & Case's general account and not be held in a client trust account. After application of the advance payment retainer to fees incurred by White & Case on behalf of the Special Committee prior to the Petition Date, the balance of the advance payment retainer is \$0.00. White & Case will waive any further prepetition fees and expenses.

27. Other than as set forth above or in the Engagement Letter, no arrangement is proposed between the Debtors and White & Case for compensation to be paid in these chapter 11 cases.

28. Pursuant to Bankruptcy Rule 2016(b), White & Case has no agreement with any other entity to share any compensation received by White & Case, except as permitted under section 504(b)(1) of the Bankruptcy Code.

**Basis for Relief**

29. The Debtors seek retention of White & Case, on behalf of and at the sole direction of the Special Committee, to serve as Special Committee Counsel under section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to the Court's approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

30. Under section 328(a) of the Bankruptcy Code, with the Court's approval, a debtor in possession may employ professional persons under section 327 of the Bankruptcy Code "on any reasonable terms and conditions of employment, including on retainer, on an hourly basis, on a fixed or percentage basis, or on a contingent fee basis." 11 U.S.C. § 328(a).

31. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accounts, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

32. The Debtors believe that, in light of White & Case's significant expertise in the types of matters for which it has been retained, as well as its substantive involvement in such matters prepetition on behalf of the Special Committee, it is in the best interests of the Debtors to retain White & Case as Special Committee Counsel. Indeed, if the Debtors are required to retain different counsel to replace White & Case in current matters, the Debtors will need to find, educate and integrate new counsel, and expend significant resources in doing so, rather than devoting its time and focus to restructuring efforts. Retaining White & Case will avoid unnecessary

administrative expenses and delays, result in cost efficiencies, and provide valuable assistance to the Debtors' efforts to restructure. The Debtors also believe that the terms and conditions of White & Case's retention described herein, including the proposed compensation, are reasonable and in keeping with the terms and conditions typical for engagements of this size and character.

33. Finally, the Debtors request that White & Case's retention be made effective as of the Petition Date. Approval of the employment of professionals retroactive to an earlier date is well within the discretion of this Court. *See F/S Airlease, II v. Simon*, 844 F.2d 99, 103 (3d Cir. 1988). As White & Case has been rendering legal services to the Debtors, on behalf of and at the sole direction of the Special Committee, as of the Petition Date, retroactive retention is warranted and appropriate under the circumstances.

34. Further, White & Case is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Pesce Declaration.

35. Therefore, the Debtors submit that for all the reasons stated above and in the Pesce Declaration and Barse Declaration, the retention and employment of White & Case as Special Committee Counsel is warranted.

#### **Notice**

36. The Debtors will provide notice of this Application to: (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.

**WHEREFORE**, the Debtors respectfully request that the Court grant the relief requested in this Application, substantially in the form attached hereto as **Exhibit A**, and such other and further relief as the Court deems just and proper.

Dated: February 13, 2026

*/s/ David Barse* \_\_\_\_\_  
David Barse  
Member  
Special Committee of the Board of Supervisors of Reception  
Holdings, L.P. and Boards of Managers of Reception  
Mezzanine Holdings, LLC and Reception Purchaser, LLC

**Exhibit A**

**Proposed Order**

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
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*Proposed Co-Counsel for 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.<sup>1</sup>

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

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF WHITE & CASE LLP AS COUNSEL TO THE SPECIAL COMMITTEE EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered 2 through 5, is **ORDERED**.

<sup>1</sup> 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’ proposed 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.

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Debtor: STG LOGISTICS, INC.

Case No. 26-10258 (MEH)

Caption of Order: ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF WHITE & CASE LLP AS COUNSEL TO THE SPECIAL COMMITTEE EFFECTIVE AS OF THE PETITION DATE

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Upon the application (the “**Application**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (the “**Debtors**” and, together with their non-debtor subsidiaries and certain affiliates, the “**Company**”) for entry of an order (this “**Order**”) authorizing the Debtors to retain and employ White & Case LLP (“**White & Case**”) as conflicts counsel (“**Special Committee Counsel**”), effective as of the Petition Date, to render legal services on behalf of and at the sole direction of the Special Committee (the “**Special Committee**”) of the Board of Supervisors of Reception Holdings, L.P. and each of the Boards of Managers of Reception Mezzanine Holdings, LLC and Reception Purchaser, LLC, to address certain matters that the Debtors may encounter that are more appropriately addressed by a law firm other than Kirkland & Ellis LLP, in accordance with the terms and conditions set forth in the Engagement Letter, the Application, the Barse Declaration, the Pesce Declaration, and this Order; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 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*, dated July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and the Court having found that consideration of the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors provided due, sufficient, and proper notice of the Application under the circumstances and in accordance

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<sup>2</sup> Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

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Debtor: STG LOGISTICS, INC.

Case No. 26-10258 (MEH)

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with the Bankruptcy Rules and Local Rules, and it appearing that no other or further notice is required; and the Court having reviewed the Application, the Pesce Declaration, and the Barse Declaration, and having heard statements in support of the Application, if any, at a hearing held before the Court (the “**Hearing**”), if any; and based on the information in the Pesce Declaration, the Court having found and determined that White & Case (A) has no connection with the Debtors, any creditors, or other parties in interest, their respective attorneys and accountants, or the U.S. Trustee or any of its employees, except as set forth in the Pesce Declaration; (B) does not hold or represent an interest adverse to the estate; and (C) is a “disinterested person,” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, because: (i) White & Case is not a creditor, equity security holder, or insider of the Debtors; (ii) none of White & Case’s partners or employees are or were, within two years of the Petition Date, a director, officer, or employee of the Debtors; and (iii) White & Case does not have an interest materially adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason; and the Court having found and determined that White & Case’s employment is necessary and in the best interests of the Special Committee, the Debtors, their estates, their creditors, and other parties-in-interest and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation thereon and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Application is GRANTED as set forth herein. Any objections or reservations

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Debtor: STG LOGISTICS, INC.

Case No. 26-10258 (MEH)

Caption of Order: ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF WHITE & CASE LLP AS COUNSEL TO THE SPECIAL COMMITTEE EFFECTIVE AS OF THE PETITION DATE

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of rights filed in respect of the Application are overruled, with prejudice.

2. The Debtors are authorized to employ and retain White & Case as Special Committee Counsel, pursuant to section 327(a) of the Bankruptcy Code, in accordance with the terms and conditions set forth in the Engagement Letter, the Application, the Barse Declaration, the Pesce Declaration, and this Order, effective as of the Petition Date.

3. White & Case is authorized to provide professional services in the manner described in the Engagement Letter, the Application, the Barse Declaration, the Pesce Declaration, and this Order.

4. White & Case shall file interim and final applications for allowance of its compensation and reimbursement of its expenses, pursuant to sections 330 and 331 of the Bankruptcy Code, applicable provisions of the Bankruptcy Rules and Local Bankruptcy Rules, any guidelines of this Court, and such procedures as fixed by this Court's orders. White & Case shall also make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013, in connection with any fee applications to be filed by White & Case in these chapter 11 cases.

5. Prior to any increase in White & Case's hourly rates beyond the 2026 rates set forth in the Pesce Declaration, White & Case shall file a supplemental affidavit with the Court and provide fourteen (14) calendar days' notice to the Debtors, the Special Committee, the U.S. Trustee, and any statutory committee, which supplemental affidavit shall be in accordance with

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Debtor: STG LOGISTICS, INC.

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section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to such rate increases. All parties in interest retain all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. The Special Committee, the Debtors, and White & Case are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Engagement Letter, the Application, the Barse Declaration, and the Pesce Declaration.

7. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application.

8. To the extent the Engagement Letter, the Application, the Barse Declaration, or the Pesce Declaration are inconsistent with this Order, the terms of this Order shall govern.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Court shall have exclusive jurisdiction over White & Case's engagement during the pendency of these chapter 11 cases.

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

**Exhibit B**

**Engagement Letter**

Effective as of August 11, 2025

Special Committee  
of the Board of Supervisors  
Reception Holdings, L.P.  
c/o STG Logistics  
5165 Emerald Parkway  
Dublin, Ohio 43017  
Attn: David Barse

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White & Case LLP  
111 South Wacker Drive  
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[whitecase.com](http://whitecase.com)

Dear Mr. Barse:

We write to confirm that Reception Holdings, L.P., on behalf of itself and its subsidiaries (collectively, “**you**” or the “**Company**”), acting solely at the direction of the Special Committee of the Board of Supervisors (the “**Special Committee**”) is engaging White & Case LLP (“**White & Case**” or the “**Firm**”) to advise you (including the Special Committee) in connection with a potential restructuring transaction involving Reception Holdings, L.P. and its subsidiaries (such services, the “**Services**”). The terms of this engagement agreement (this “**Agreement**”) will apply to this matter.

### **Scope of Engagement**

This Agreement sets out the terms under which the Services will be provided to you. We do not by reason of this Agreement represent any of your subsidiaries, affiliates, shareholders, members, directors, officers, employees, trustees, partners, joint ventures, or other owners, it being understood that, if authorized by the Special Committee, the Firm will treat any member of the Company’s management team as a client representative for purposes of this Agreement.

Our advice is confidential and provided to you solely in connection with the Services. It may not be relied upon for any other purpose or by anyone else, or disclosed to anyone else, without our prior written consent except as required by applicable law.

We do not provide promises, guarantees or other assurances about the outcome of the Services. Nothing in this Agreement nor any statements by anyone affiliated with the Firm shall be construed as doing so.

The provisions of this Agreement shall prevail over any conflicting provision in any other agreement between you and the Firm.

### **Our Fees**

White & Case will charge for the amount of time spent by our lawyers and staff at the Firm’s then-prevailing hourly rates. Hourly rates vary with experience and seniority of personnel and with the type of matter. We reserve the right to change our hourly rates annually.

Reception Holdings, L.P.  
Effective as of August 11, 2025

From time to time, we may provide a fee estimate to assist you in budgeting your legal spend. Such estimates are subject to change and are not binding unless expressly and unequivocally agreed in writing between the Firm and you.

In connection with the Services, you agree to pay the Firm an “advance payment retainer,” as defined in rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm’t Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of \$250,000 (the “**Retainer**”) to be applied against fees and expenses as incurred by the Firm. The Firm is authorized to apply such Retainer to outstanding amounts owed at any time, whereupon you agree to replenish such Retainer immediately. You understand and acknowledge that the Retainer and any additional advance payment retainers that may be requested by the Firm and paid by you are earned and become property of the Firm upon receipt, and that any such retainers will be placed in the Firm’s general account and will not be held in a client trust account; *provided, however*, that to the extent required under applicable law, at the conclusion of the engagement, if the amount of any such retainers held by the Firm is in excess of the amount of the Firm’s outstanding and estimated fees, costs, out of pocket expenses and disbursements with respect to this engagement, the Firm will pay to you the amount by which any such advance payment retainers exceed such fees, costs, out of pocket expenses and disbursements. You further understand and acknowledge that the use of advance payment retainers is an integral condition of the Services, and is necessary to ensure that: you continue to have access to the Firm’s services; the Firm is compensated for its representation of you; the Firm is not a prepetition creditor in the event the Company commences chapter 11 cases; and that in light of the foregoing, the provision of the advance payment retainers is in your best interest. The fact that you have provided the Firm with an advance payment retainer does not affect your right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a “security retainer,” as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm’t Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and your funds would be held in the Firm’s segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of the Company’s creditors and, if taken by creditors, may leave you unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Services. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is your choice alone, but for the reasons set forth above, the Firm is unwilling to provide the Services without using the advance payment retainer.

### **Our Expenses and Costs**

White & Case will charge for expenses that are incurred and customarily billed by the Firm, including charges for administration, staff overtime and travel. We will also bill for any direct costs incurred in performing the Services.

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From time to time, we may engage local or other counsel, experts, investigators, accountants, consultants, and other providers of services (collectively, “**Third Party Service Providers**”) on your behalf to assist in providing the Services. In the absence of special arrangements between you and us, any fees and expenses of Third Party Service Providers will be billed directly to you and you shall be solely responsible for their payment. It is expressly understood that the Firm is not acting as an agent of or joint venturer of any Third Party Service Providers and will not be responsible for their acts or failures to act in the performance of their duties including in connection with their treatment of your data or information.

### **Our Bills**

The Firm will send you a statement of fees and expenses as incurred by the Firm every month and you agree to pay such statement within seven business days of receipt. You also agree that the Firm is authorized to apply the Retainer to outstanding amounts owed at any time, whereupon you agree to replenish such Retainer immediately if it falls below \$250,000. We reserve the right to require an increase in the amount of the Retainer at any time. If chapter 11 cases are commenced by the Company, any unused portion of the Retainer shall be held as a Retainer against our post-petition fees and expenses, the disposition of which shall be subject to an order of the presiding court.

### **Conflicts of Interest**

White & Case is a large global law firm. The Firm and its lawyers provide an extremely broad range of services to numerous clients throughout the world. A description of those services is available at [www.whitecase.com](http://www.whitecase.com). As a condition of the Firm providing the Services to you, you agree that the Firm may continue to represent or undertake to represent existing or new clients (“**Other Clients**”) in matters where our Other Clients’ interests differ from or are directly adverse to yours in either this or another representation (including the Deutsche Bank Matter (as defined herein)). Such matters include, regardless of magnitude or importance and without limitation: any kind of transactions including acting for competing bidders; acting for financing providers in transactions or their advisors; potential or actual financial restructurings or insolvencies including claims and negotiations related thereto including advising debtors and/or creditors (whether secured or unsecured); litigation, arbitration and other disputes; and regulatory and compliance matters including proceedings before and negotiations with agencies of national, state and local governments in connection with merger proceedings, antitrust reviews, and civil and criminal investigations and reviews. The foregoing includes, without limitation, matters before the United States Department of Justice and United States Securities and Exchange Commission, the European Commission and the World Trade Organization.

Furthermore, without limiting the foregoing, by signing this Agreement, you agree and acknowledge that: (i) White & Case advised Deutsche Bank AG (“**Deutsche Bank**”), one of the Company’s lenders, in connection with certain matters involving the Company’s financing agreements (the “**Deutsche Bank Matter**”); (ii) White & Case has adopted an ethical screen between the teams of lawyers that have provided services to each of you and Deutsche Bank in connection with the Deutsche Bank Matter; (iii) White & Case, in addition to the Deutsche Bank Matter represents, has in the past represented, and may in the future represent, Deutsche Bank and its affiliates in matters, whether or not such matters are substantially related to the Company or the Services; and (iv) you affirmatively waive any conflicts potentially involving Deutsche Bank and its affiliates (including the Deutsche Bank Matter) and you agree that you shall not

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directly or indirectly assert that White & Case is not authorized to represent you, Deutsche Bank, or Deutsche Bank's affiliates as a result of the Deutsche Bank Matter or any other prior, current, or future matter involving Deutsche Bank and its affiliates in matters, whether or not such matters are substantially related to the Company or the Services.

The foregoing waivers include, without limitation, a waiver of conflicts potentially involving future matters and clients that are unknown and unknowable at this time. You recognize the inherent risks and uncertainty about the array of potential matters and clients White & Case might take on with interests adverse to yours. You further consent to the Firm undertaking them and waive any right to contest the enforceability of your consent on the grounds of insufficient information.

Concurrent representation of both you and any Other Client in a matter where your and the Other Client's interests are adverse may raise concerns for you about the possible dilution of the loyalty and zeal of the lawyers representing you and the potential disclosure or use of your confidential information to your detriment. To allay these concerns, where you request that we do so or where we believe that we have confidential information from one client that may be relevant to another client in connection with a concurrent representation where our clients have prospective adverse interests (such as where we act for competing bidders or are representing more than one client before government agencies in relation to the same investigation), we will promptly institute an ethical screen between the teams of lawyers providing services to each of you and the Other Client respectively.

By accepting the Services, you confirm that the Firm may rely on this Agreement in undertaking representations adverse to your interests without specifically notifying you either at the time of undertaking such work or upon agreeing to a new representation of you or your affiliates. Subject to the Firm's compliance with the terms of this Agreement, you also agree that you will not, for yourself or any other party, assert that either the Firm's representation of you or any of your affiliates in a past, present, or future matter or the Firm's actual or possible possession of confidential information belonging to you or any of your affiliates is a basis to disqualify White & Case from acting for any Other Client, to seek Bar discipline or to otherwise assert that White & Case has breached its ethical duties.

### **Our Treatment of Your Information**

Under applicable rules of professional conduct, the Firm is obliged to maintain the confidentiality of information acquired as a consequence of the representation of any client subject to certain limited exceptions. If we have confidential information from another client, please understand that we cannot disclose it to you even if that information is relevant to your representation.

You further understand that the Firm, its lawyers or its staff may be required by law to disclose information about you, the Services, or information that you have disclosed to us. Subject to our obligations under applicable law, we will inform you of any requests for disclosure from third parties or any legal requirements that we make such disclosure and will coordinate any required disclosure with you. You agree to provide reasonable assistance as required and to compensate us for our out-of-pocket expenses and for our time spent at our standard hourly rates at the time such services are performed.

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Effective as of August 11, 2025

We may use cloud-based services to hold client data, including yours, where permitted by local laws and regulations.

The Firm shall ensure that any processing of personal data in connection with this engagement is performed in accordance with applicable data protection laws and the Firm's Privacy Policy which is available on [www.whitecase.com](http://www.whitecase.com). You acknowledge that in the context of such processing, you and the Firm are each controllers, independently deciding how and why personal data are processed. Before making any disclosure of personal data to the Firm, you shall ensure that you are lawfully permitted to make the disclosure and that any affected individuals have received the Firm's Privacy Policy and where required, provided their consent for us to process the data in the context of this engagement.

### **Publicity**

After the earlier of either the conclusion of the Services or any public disclosure you make about the Services, you agree that the Firm may announce, advertise, and/or otherwise publicize the Firm's representation of you, including by providing information for "league table" reporting purposes. Such communications may identify you as a client, provide non-confidential factual synopses of the Services and indicate generally the results achieved and may be published on the Firm's internet website, in marketing materials and in such financial and other newspapers and journals as we choose.

### **Other Notices**

In various jurisdictions, the Firm is required by law to ensure that neither we nor any persons associated with us facilitate the evasion of tax obligations anywhere in the world. To this end, we will from time to time request of you and you agree to provide information on the principal objectives of the Services. You confirm that you will not seek to evade tax obligations that you owe and that you will not require us or any person associated with us to facilitate tax evasion. Wherever we will interact with any other advisors on your behalf, you agree to seek the same confirmation from them.

From time to time, the Firm or its lawyers may consult with our in house legal team or outside counsel to ensure that our conduct conforms with applicable law and rules of professional conduct. Any such communications will be deemed confidential and protected by the Firm's attorney-client privilege. Our representation of you shall not waive the Firm's privilege and you agree that we will not be obligated to disclose such privileged communications to you.

All drafts, research notes, memoranda or the like prepared by us in the course of the Services shall remain the sole property of the Firm. All records and files related to the Services will be retained and disposed of in compliance with our obligations pursuant to applicable rules of professional conduct.

### **Termination**

This Agreement may be terminated by you or the Firm at any time. The Firm will only do so consistent with the applicable rules of professional conduct. If required we will apply promptly for permission to withdraw from a tribunal, and termination shall be effective as of the date so ordered by the court. If not expressly terminated, our attorney-client relationship will conclude upon constructive completion of the

Reception Holdings, L.P.  
Effective as of August 11, 2025

relevant matters for which we have been engaged. We will consider this Agreement to have been terminated if we have not received any instructions from you for a period of 30 days.

You will continue to be responsible for the payment of our fees and expenses up until the termination date, including any fees or costs that may be incurred to effectuate our withdrawal. If you later retain us to perform further or additional services, the attorney-client relationship will recommence, subject to these and any supplemental terms of engagement that we may agree upon at that time.

Once Services have concluded with respect to a particular matter, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise with respect to that matter. Although we may consent to be a party notified under agreements or other instruments on your behalf, that alone shall not constitute a continuation or recommencement of our attorney-client relationship. We shall bear no responsibility to pass on any such notices at any time, nor shall we bear any liability for any failure to do so. From time to time, we may choose to inform you by newsletter or otherwise of developments in the law relevant to the Services, but we have no obligation to do so and this should not be understood as a recommencement of an attorney-client relationship.

#### **Applicable Law and Rules of Professional Conduct**

Our conduct as attorneys will be governed by the Illinois Rules of Professional Conduct in effect at the time of the applicable conduct.

All terms in this Agreement, any non-contractual obligations arising out of or in connection with this Agreement and any dispute arising therefrom shall be governed by New York law. For certain disputes between you and the Firm as to either the amount of our charges or matters incidental thereto, you may have the right to request arbitration of the dispute under Part 137 of the Rules of the Chief Administrator of the New York Courts. For other disputes between you and White & Case as to any controversy, dispute, claim, question, or difference arising from or related to this Agreement or the Services, you hereby agree to waive any right to a jury trial and agree that such dispute shall be brought exclusively in either the Supreme Court of the State of New York, County of New York, or in the U.S. District Court for the Southern District of New York. You consent to the jurisdiction of such courts for this purpose and agree that each is a convenient forum.

In the event that the Firm incurs any fees, costs or expenses in connection with the enforcement of the Firm's rights under this Agreement, you agree to be responsible for any such fees, costs and expenses and that any such amounts will include relevant interest to be assessed at the rate for pre-judgment interest then applicable in New York State courts. Such amount of fees, costs and expenses (together with interest thereon) shall be included in the amount of damages claimed.

Please sign below in the space provided to confirm your agreement to the foregoing and wire the Retainer to the following account:

JPMorgan Chase  
270 Park Avenue, New York, NY 10017  
Account Name: White & Case LLP

Reception Holdings, L.P.  
Effective as of August 11, 2025

Account No.: 301177137265  
Routing No.: 021000021  
Swift Number: CHASU33  
Reference: STG Special Committee

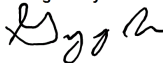
Your instructing or continuing to instruct the Firm on this matter will constitute full acceptance of the above terms including the advance waiver of conflicts set forth above. In the event the engagement is terminated by either you or White & Case, pursuant to the terms contain herein, after White & Case is fully paid its fees and expenses as provided for herein, any remaining amounts shall be promptly returned to you.

Please note that the Firm is not acting as your counsel in connection with the negotiation of this Agreement and you should feel free to consult independent counsel of your choice before signing this Agreement.

We look forward to serving as your counsel.

Very truly yours,

**White & Case LLP**

Signed by:  
  
DA9F0D94CEA845B

**Gregory F. Pesce**  
Partner

**Reception Holdings, L.P.**

Signed by:  
  
08ED8305F1724B9...

**David Barse**  
Member  
Special Committee  
of the Board of Supervisors  
of Reception Holdings, L.P.

**Exhibit C**

**Declaration of Gregory F. Pesce**

**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  
Warren A. Usatine  
Felice R. Yudkin  
Daniel J. Harris  
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 for 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.<sup>1</sup>

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

**DECLARATION OF GREGORY F. PESCE IN SUPPORT OF THE APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF WHITE & CASE LLP AS COUNSEL TO THE SPECIAL COMMITTEE EFFECTIVE AS OF THE PETITION DATE**

I, Gregory F. Pesce, pursuant to 28 U.S.C. § 1746, declare that the following is true and correct to the best of knowledge, information and belief:

1. I am a partner in the Financial Restructuring and Insolvency Group of White & Case LLP (“**White & Case**” or the “**Firm**”), which maintains offices for the practice of law at, among other locations, 111 South Wacker Drive, Suite 5100, Chicago, Illinois 60606. The above-

<sup>1</sup> 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’ proposed 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.

captioned debtors and debtors in possession (the “**Debtors**” and, together with their non-debtor subsidiaries and certain affiliates, the “**Company**”) seek to retain and employ White & Case as conflicts counsel to render legal services on behalf of and at the sole direction of the Special Committee (the “**Special Committee**”) of the Board of Supervisors of Reception Holdings, L.P. and each of the Boards of Managers of Reception Mezzanine Holdings, LLC and Reception Purchaser, LLC, effective as of the Petition Date, to address certain matters that the Debtors may encounter that are more appropriately addressed by a law firm other than Kirkland & Ellis LLP (“**K&E**”). Among other admissions, I am a member in good standing of the Bar of the State of Illinois, and I have been admitted to practice in Illinois. There are no disciplinary proceedings pending against me in any jurisdiction.

2. I submit this declaration (the “**Declaration**”) in support of the *Application for Entry of an Order Authorizing the Retention and Employment of White & Case LLP as Counsel to the Special Committee Effective as of the Petition Date* (the “**Application**”) filed contemporaneously herewith by the Debtors.<sup>2</sup> To the extent that any information disclosed herein requires amendment or modification upon White & Case’s completion of further analysis or as additional information becomes available to it, a supplemental declaration will be submitted to the Court reflecting the same. Except as otherwise noted herein, I have personal knowledge of the matters set forth herein. Certain of the disclosures set forth herein relate to matters not within my personal knowledge but rather within the knowledge of other attorneys and employees at White & Case and are based on information provided to me by them.

3. I have carefully reviewed the Application. To the best of my knowledge, information, and belief, each of the factual representations contained in the Application is true and

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

correct.

### **The Special Committee**

4. On August 5, 2025, the Board of Supervisors of Reception Holdings, L.P. (the “**Board**”) adopted written resolutions establishing a special committee (the “**Reception Holdings Special Committee**”) and appointing David Barse as the disinterested supervisor and sole member of the Reception Holdings Special Committee. On September 21, 2025, the Boards of Managers of Reception Purchaser, LLC and Reception Mezzanine Holdings, LLC established special committees at each entity with the same mandate as the Reception Holdings Special Committee. David Barse was appointed as the disinterested supervisor and sole member of each newly created special committee. Prior to his appointment to the Special Committee, Mr. Barse spent over 25 years as a Chief Executive Officer, including at XOUT Capital LLC (since 2019) and Third Avenue Management (from 1991 to 2015), and as founder and Chief Investment Officer of DMB Holdings. He has served: as a board member and one of two Special Committee members for Celsius Network Ltd., which filed for chapter 11 on July 13, 2022; as an independent board member of Juul Labs, Inc.; as a board member of Keter Group Holding SARL; and as a board member of numerous other companies, including Covanta Holding Corporation, Millstein & Co., Third Avenue Capital p.l.c., Manifold Capital, Commercial Guaranty Assurance, Ltd., National American Insurance Company of California, and Danielson Trust Company. Additionally, he served as the chairman of the board of the New York City Parks Foundation (from 2020 to 2023) and currently serves as an emeritus member of the board of trustees of Brooklyn Law School. He holds a J.D. from Brooklyn Law School and a bachelor’s degree from George Washington University.

5. The Board delegated to the Special Committee (the “**Delegation of Authority**”),

among other things, (a) exclusive authority to review, discuss, consider, negotiate, approve, authorize and act upon (i) the Company's entry into and consummation of a transaction and (ii) matters relating to a transaction in which a conflict of interest exists or is reasonably likely to exist between the Company or its stakeholders and the Board under applicable law (each a "**Conflict Matter**"), (b) authority to investigate and determine, in the Special Committee's business judgment, whether any matter related to a transaction constitutes a Conflict Matter and that any such determination shall be binding on the Company, and (c) exclusive authority to conduct an independent investigation and assess the merits and potential value of any potential claims and causes of action held by the Company (the "**Investigation**").

6. Effective as of August 11, 2025, White & Case was retained as Special Committee Counsel on the terms and subject to the conditions set forth in the Engagement Letter. More specifically, the Debtors engaged White & Case to render legal services on behalf of and at the direction of the Special Committee as it relates to the Conflict Matters and the Investigation (collectively, the "**Services**").

7. Prior to the Petition Date, White & Case commenced the Investigation. The Investigation remains ongoing. White & Case also advised the Special Committee regarding other Conflict Matters, including various aspects of the restructuring support agreement and the debtor-in-possession financing. During the pendency of these chapter 11 cases, White & Case will continue to advise the Special Committee regarding the Services, including Conflict Matters and the Investigation. Therefore, the Debtors request authority to retain White & Case on a postpetition basis to continue to provide legal services as are necessary and requested by the Special Committee under the Engagement Letter in connection with the Services.

**White & Case's Qualifications**

8. The Debtors seek to retain White & Case as Special Committee Counsel because of the Firm's extensive knowledge of, and experience with, among other things, (a) the Company and its businesses, (b) the Special Committee and its duties under the Delegation of Authority, (c) independent investigations, litigation, and corporate governance, and (d) the field of debtors' and creditors' rights under chapter 11 of the Bankruptcy Code. The Debtors believe that White & Case has assembled a highly qualified team of professionals and paraprofessionals to provide services to the Debtors, as directed by the Special Committee, during these chapter 11 cases. The Debtors believe that White & Case has the knowledge and experience necessary to deal effectively with the issues that will arise in these chapter 11 cases in connection with the Special Committee with respect to the Services.

9. Since its engagement, White & Case has acquired in-depth knowledge of the facts and circumstances that formed the basis of the appointment of the Special Committee, as well as the Debtors' operations, capital structure, reorganization efforts, and the current condition of the Debtors' businesses. Due to the work performed to date with respect to the Services, as well as White & Case's experience and expertise, the Debtors believe that White & Case is both well-qualified and uniquely able to represent the Debtors, as directed by the Special Committee, in an efficient and timely manner pursuant to section 327(a) of the Bankruptcy Code.

**Services To Be Provided**

10. Before the Petition Date, White & Case provided various legal services relating to the Services, including work in connection with the Investigation, which will continue during the pendency of these chapter 11 cases.

11. By this Application, the Debtors request authority to retain White & Case on a

postpetition basis to continue to provide legal services during the pendency of these chapter 11 cases, as requested by the Special Committee, and to continue to act with respect to its duties related to the Services.

12. Pursuant to separate retention applications filed with this Court, the Debtors seek to retain K&E and Cole Schotz P.C. as general bankruptcy co-counsel. The services to be rendered by White & Case to the Debtors will be limited to representing the Special Committee with respect to the Services. It is intended that the services to be rendered by White & Case will complement, and not duplicate, the work to be performed by K&E, Cole Schotz P.C., or any other professional retained by the Debtors. Moreover, the responsibilities of White & Case shall be confined to discrete legal matters that are distinct from the matters handled by K&E. White & Case shall act on its own under the sole direction of the Special Committee and White & Case will not act under the direct supervision of K&E.

#### **White & Case's Disinterestedness**

13. In connection with its proposed retention by the Debtors in these chapter 11 cases, White & Case took actions to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, White & Case obtained from the Debtors and their agents the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "**Potential Parties in Interest**"), and such parties are listed on **Schedule 1** hereto, categorized for ease of reference.<sup>3</sup>

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<sup>3</sup> The categorization of an entity is neither a concession as to whether such entity has a valid claim against the Debtors nor as to the nature of such claim. To the extent that a Potential Party in Interest falls under more than one category, such Potential Party in Interest is included in only one category. Furthermore, the inclusion of a Potential Party in Interest within one or more categories is for convenience only and is not, and shall not be construed as, an acknowledgment or admission regarding any Potential Party in Interest, including with respect to any claims or relationships that such Potential Party in Interest may have with the Debtors.

**A. Connections Search and Disclosure Process**

14. In accordance with Bankruptcy Rule 2014(a), prior to filing the Application, White & Case conducted a disclosure review with respect to the Firm's connections to the Debtors and the most significant parties in interest in these chapter 11 cases. To conduct this review, White & Case searched its electronic conflicts database for any connections to the entities listed on **Schedule 1** and determined whether such connections are related to these chapter 11 cases.<sup>4</sup>

15. Based on reports generated by White & Case's conflicts department, except as otherwise disclosed herein, **Schedule 2** annexed hereto identifies that White & Case currently represents, has represented within the last two (2) years, or reasonably expects to represent in the near future, as a client certain individuals, entities or their affiliates who are Potential Parties in Interest in matters unrelated to the Debtors, these chapter 11 cases, or such entities' claims against (if any) and interests in (if any) the Debtors.<sup>5</sup> Of the entities listed on **Schedule 2**, none represented more than 1% of White & Case's revenue for the twelve-month period through November 30, 2025, except for Deutsche Bank (as defined below) and [REDACTED]

16. Based on the searches conducted to date and described herein:

- a. neither White & Case nor any attorney at the Firm holds or represents an interest adverse to the Debtors' estates;
- b. neither White & Case nor any attorney at the Firm is or was a creditor, an equity security holder, or an insider of the Debtors;
- c. neither White & Case nor any attorney at the Firm is or was, within two years before the Petition Date, a director, officer, or employee of the

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<sup>4</sup> In preparing its connections disclosure analysis, White & Case searched its connections disclosure database going back two years.

<sup>5</sup> The term "client" means an entity listed as a client or affiliate of a client in an active or closed matter in White & Case's conflicts search system. Additionally, (i) **Schedule 2** is over inclusive generally, (ii) whether an actual client relationship exists with the entities listed on **Schedule 2** can only be determined by reference to the documents governing White & Case's representation rather than its potential listing in White & Case's conflicts database(s), (iii) such analysis has not been undertaken in connection with this connections disclosure, and (iv) where particular name(s) provided by the Debtors are incomplete or ambiguous, White & Case's search was broad and inclusive and erred on the side of disclosure.

Debtors; and

- d. neither White & Case nor any attorney at the Firm has an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

17. In light of the possibility that certain creditors or other parties in interest may not have been identified on **Schedule 1**, White & Case may have represented, may currently represent, or may in the future represent such entities in matters wholly unrelated to these chapter 11 cases. White & Case has searched its electronic database for its connections to the entities listed on **Schedule 1** attached hereto. The information listed on the attached schedules may have changed without our knowledge and may change during the pendency of these chapter 11 cases. To the extent that White & Case becomes aware of any such additional Potential Parties in Interest, White & Case will promptly search such new Potential Parties in Interest and file a supplemental Declaration, if necessary.

18. White & Case is a large global law firm. The Firm and its lawyers provide an extremely broad range of services to numerous clients throughout the world. Because of the Firm's extensive worldwide legal practice, including numerous representations and involvements in bankruptcy cases as counsel to Debtors and others, White & Case in the past has represented, currently represents, and in the future likely will represent, in matters unrelated to the Debtors or these chapter 11 cases, clients that are adverse, or could be considered potentially adverse, to creditors of the Debtors and other parties in interest in these chapter 11 cases, in matters unrelated to these chapter 11 cases. Further, White & Case in the past has represented, currently represents, and in the future likely will represent certain parties that are parties in interest in these chapter 11 cases in matters unrelated to the Debtors, the Debtors' chapter 11 cases, or such parties in interests' claims against or interests in the Debtors. However, I do not believe that such representations

would preclude the Firm's representation of the Special Committee on the matters for which it is to be engaged.

**B. Disclosures as to Specific Parties in Interest**

19. White & Case (a) advised Deutsche Bank AG ("**Deutsche Bank**") in connection with certain matters involving Deutsche Bank's capacity as a FLSO Term Loan lender and FLTO Term Loan lender under the Company's STG Distribution Credit Agreement (the "**Deutsche Bank Matter**") and (b) represents or has in the past represented Deutsche Bank and its affiliates in matters that are unrelated to the Company or the Services. Prior to White & Case agreeing to represent the Special Committee in connection with the chapter 11 proceedings, the Deutsche Bank Matter was substantially completed. As of the Petition Date, White & Case was not owed any fees or expenses on account of services rendered to Deutsche Bank in connection with the Deutsche Bank Matter. White & Case notified Deutsche Bank of its intention to represent the Special Committee in connection with the chapter 11 proceedings, and Deutsche Bank consented to White & Case's representation. White & Case also disclosed the Deutsche Bank Matter to the Special Committee in the engagement letter, and the Special Committee consented to White & Case's representation of the Special Committee. Furthermore, Deutsche Bank is represented by Gibson, Dunn & Crutcher LLP in the Non-Participating Holder Litigation, which seeks to unwind the October 2024 Refinancing and is pending in the Supreme Court of the State of New York County of New York.

20. In connection with the commencement of its representation of the Special Committee, White & Case established an ethical wall between the attorneys representing the Special Committee in connection with the chapter 11 proceedings and the attorneys that represented Deutsche Bank in connection with the Deutsche Bank Matter. Consistent with the

ethical wall that White & Case established, there were separate teams of White & Case professionals representing the Special Committee on the one hand and Deutsche Bank in connection with the Deutsche Bank Matter on the other hand. Each such separate team of White & Case professionals was and remains prevented from accessing documents, information, and work product related to the other team's matter. Finally, no White & Case attorney or paraprofessional that represented Deutsche Bank in connection with the Deutsche Bank Matter will represent the Special Committee in these chapter 11 cases.

21. Accordingly, White & Case's separate representation of Deutsche Bank in connection with the Deutsche Bank Matter does not preclude White & Case from meeting the standard for the retention of counsel under section 327(a) of the Bankruptcy Code.

22. As set forth in the First Day Declaration, despite supporting the Fifth Amendment Transactions, Siemens Financial Services, Inc. ("**Siemens**") did not participate in the October 2024 Refinancing and later commenced the Non-Participating Holder Litigation, which remains ongoing. White & Case represents, and has in the past represented, Siemens and its affiliates in matters unrelated to the Debtors, the Debtors' chapter 11 cases, and the Non-Participating Holder Litigation. White & Case's representation of Siemens does not preclude White & Case from meeting the standard for the retention of counsel under section 327(a) of the Bankruptcy Code.

23. As set forth in the First Day Declaration, Mr. Keshav Lall is a member of the Board of Managers of Reception Mezzanine Holdings, LLC and was the sole member of the 2024 Special Committee. Mr. Lall is a managing partner and founder of Uzzi & Lall. White & Case represents, and has in the past represented, Uzzi & Lall in matters unrelated to the Debtors and the Debtors' chapter 11 cases. White & Case's representation of Uzzi & Lall does not preclude White & Case from meeting the standard for the retention of counsel under section 327(a) of the Bankruptcy

Code.

24. Certain White & Case attorneys advising the Special Committee, including myself, were formerly associated with, or partners at, K&E. No White & Case partner, associate, or other attorney worked on anything related to the Services to be provided. Based on the foregoing, I do not believe the fact that certain White & Case attorneys were previously affiliated with K&E precludes White & Case from meeting the standard for the retention of counsel under section 327(a) of the Bankruptcy Code.

25. White & Case has reviewed whether any of the current attorneys within its Financial Restructuring and Insolvency Group have served as law clerks to any of the judges in this district within the past two years and believes that none have.

**C. Conclusion**

26. Based upon the information available to me, after following the procedures described herein, I believe that (i) White & Case is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates; and (ii) White & Case has no connection with the Debtors, their affiliates, their creditors, or any other party in interest, or their respective attorneys and accountants, the Office of the U.S. Trustee, or any judge in the Bankruptcy Court or District Court for the District of New Jersey or any person in the offices of the same, except as may be disclosed in this Declaration or on **Schedule 2** hereto.

27. White & Case will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances arise. If any new relevant facts or relationships are discovered or arise, White & Case will use reasonable efforts to identify such developments and will promptly file a supplemental declaration, to the extent required by

Bankruptcy Rule 2014(a).

**Professional Compensation**

28. White & Case will accept, as compensation for its work during these chapter 11 cases, such sums as may be allowed by the Court in accordance with the Bankruptcy Code. Additionally, White & Case will seek compensation for all time and expenses associated with its retention in these chapter 11 cases, including the preparation of the Application, the Barse Declaration, this Declaration, and the Proposed Order, as well as any monthly fee statements and/or interim and final fee applications.

29. White & Case intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. White & Case's fees and expenses are to be paid by the Debtors.

30. The Debtors also understand that White & Case intends to use reasonable efforts to comply with U.S. Trustee requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "U.S. Trustee Guidelines") effective as of November 1, 2013, both in connection with the Application and the interim (if any) and final fee applications to be filed by White & Case in these chapter 11 cases.

31. White & Case has provided and will be providing professional services to the Debtors, on behalf of and as directed by the Special Committee, at the then-current standard hourly rate charged by the Firm for such services. I will lead the team of White & Case professionals in representing the Special Committee. My standard hourly rate is \$2,540 for 2026.

The other attorneys and paraprofessionals who will be primarily responsible for representing the Special Committee, their title, their primary office, and their current standard hourly rates are as follows:

<b>Name</b>	<b>Title</b>	<b>Office</b>	<b>2026 Rate</b>
Andrew O’Neill	Partner	Chicago	\$2,070.00
Samuel Hershey	Partner	New York	\$2,070.00
Laura Baccash	Partner	Chicago	\$1,950.00
Erin Smith	Counsel	New York	\$1,790.00
Barrett Lingle	Associate	New York	\$1,540.00
Logan Quinn	Associate	New York	\$1,540.00
Devin Rivero	Associate	Miami	\$1,490.00
Jag Diogan	Associate	New York	\$1,390.00
Alonso Aquije	Associate	Chicago	\$1,320.00
Don Mago	Associate	Chicago	\$1,200.00
Peter Giovine	Associate	New York	\$1,200.00
Sophia Hurley	Associate	Chicago	\$1,070.00
Jacko Walz	Associate	New York	\$1,070.00
Matthew Lively	Associate	Chicago	\$940.00

32. Other attorneys and paraprofessionals will be involved in representing the Special Committee. Effective January 1, 2026, the hourly rates charged by White & Case in its U.S. offices range from \$1,840 to \$2,900 for partners,<sup>6</sup> \$1,790 for counsel, \$940 to \$1,710 for associates, and \$365 to \$745 for paraprofessionals.

33. Consistent with its usual practices, White & Case will keep its time in one-tenth (1/10) hour increments. White & Case did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement, and none of the professionals involved in this engagement will vary their hourly rates based on the geographic location of these chapter 11 cases. The hourly rates set forth above are subject to periodic increases in the normal course of the Firm’s business, typically on January 1st of each year, and often due to the increased

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<sup>6</sup> In two instances, White & Case charges a higher hourly rate for a partner and partner of counsel. Neither such partner nor such partner of counsel will provide services to the Special Committee absent further disclosure.

experience of a particular professional and on an annual basis. White & Case will provide notice of any rate increases beyond its 2026 rates to the Debtors, the Special Committee, the U.S. Trustee, and any statutory committee.

34. White & Case operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the Firm's expertise, performance and reputation, the nature of the work involved, and other factors. White & Case's hourly rates are designed to compensate White & Case fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Consistent with the Firm's policy with respect to all of its clients, White & Case will continue to seek reimbursement from the Debtors for court costs, out-of-pocket and office expenses, and any other disbursements incurred in the rendition of services to the Special Committee. These include photocopying, local messenger and intercity delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), support staff overtime and word processing, consulting and expert costs, and other costs, expenses, and disbursements as set forth in the Engagement Letter.

35. During the ninety (90) day period prior to the Petition Date, White & Case received advance payment retainers from the Debtors in the aggregate amount of \$2,875,000.00. As stated in the Engagement Letter, any advance payment retainer is earned by White & Case upon receipt and becomes property of White & Case upon receipt, the Debtors no longer have a property interest in any advance payment retainer upon White & Case's receipt, and any advance payment retainer will be placed in White & Case's general account and not be held in a client trust account. After application of the advance payment retainer to fees incurred by White & Case on behalf of the Special Committee prior to the Petition Date, the balance of the advance payment retainer is \$0.00.

White & Case will waive any further prepetition fees and expenses.

36. Other than as set forth above or in the Engagement Letter, no arrangement is proposed between the Debtors and White & Case for compensation to be paid in these chapter 11 cases.

37. Pursuant to Bankruptcy Rule 2016(b), White & Case has no agreement with any other entity to share any compensation received by White & Case, except as permitted under section 504(b)(1) of the Bankruptcy Code.

**Statement Regarding U.S. Trustee Guidelines**

38. Consistent with paragraph D.1 of the U.S. Trustee Guidelines, I provide the following information in further support of the Application:

**Question:** Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

**Question:** Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

**Question:** If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Effective as of August 11, 2025, White & Case began its representation of the Special Committee pursuant to the Engagement Letter. Effective January 1, 2026, White & Case's hourly rates increased in the normal course of the Firm's business. Other than the foregoing, White & Case's billing rates and material financial terms have not changed between its prepetition and postpetition engagement.

**Question:** Has your client approved your prospective budget and staffing plan, and, if so for what budget period?

Response: Yes, the Debtors have approved White & Case's prospective budget and staffing plan for the initial stages of these chapter 11 cases. Recognizing that unforeseeable

events may arise in large chapter 11 cases, the Debtors and White & Case may need to refine and supplement the budget and staffing plan as necessary. The budget and staffing plan are intended as estimates and not as caps or limitations on fees or expenses that may be incurred or on the professionals or paraprofessionals who may advise the Debtors in these chapter 11 cases. In accordance with the U.S. Trustee Guidelines, the budget may be amended as necessary to reflect changed or unanticipated developments.

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

Dated: February 13, 2026  
Chicago, Illinois

/s/ Gregory F. Pesce  
Gregory F. Pesce  
Partner, White & Case LLP

## Schedule 1

### Potential Parties in Interest Searched

#### **Bankruptcy Judges & Court Personnel**

Amanada Simone  
Amanda Craven  
Andrew B. Altenburg, Jr.  
Angela Pattison  
Anthony Sodono  
Aron Kaplan  
Ben Fanucci  
Brendan Aldrich  
Brooks West  
Bruce Jackson  
Catherine McAuley  
Charlene Richardson  
Chris Fowler  
Christine M Gravelle  
Christy McDonald  
Cisse Diawara  
Dana Muccie  
Darlene Fitzgerald  
Diane Chrzanowski  
Diane Lipsey  
Gina Price  
Grace LaBruno  
Heather Renye  
Jenna Marshiano  
Jerrold N. Poslusny, Jr.  
John K. Sherwood  
Juan Filgueiras  
Kathleen Ryan  
Kevin Holden  
Kimberly Barbour  
Kiya Martin  
Krista Shaheen  
Linda Brakel  
Lucas Baker  
Lucy Veloz-Jimenez  
Margie McGettigan  
Maria Figueria  
Mariela Primo  
Mark E. Hall  
Michael B Kaplan  
Michael Brown  
Michael Gilmore  
Michael Tedesco  
Michelle Fogleman  
Natalie Greenspan  
Ntorian Pappas  
Ohanna Fernandes  
Rachel Stillwell  
Rebecca A. Earl

Robert Heim  
Seth Rosenberg  
Shefali Kotta  
Stacey L. Meisel  
Suzanne Sweeney  
Sydney Chapman  
Thomas C. Walsh  
Timothy Dumbroff  
Travis Graga  
Vincent F. Papalia  
Wendy Quiles  
Zelda Haywood

#### **Benefit Providers**

ADP Inc.  
Ansel Health, Inc.  
ANSEL SERVICES INC  
ArmadaCare  
ArmandaCare  
Benepass Inc  
Evolution Risk Partners  
INDI DIGITAL WELLNESS LLC  
InsurChoice  
LYRA HEALTH INC  
NFP Corp.  
One Pass Select  
Principal Financial Group  
RIGHTWAY HEALTHCARE INC  
Rocket Lawyer  
RXProtect LLC  
THE PRUDENTIAL INSURANCE COMPANY OF AMER  
True Rx Health Strategists, Inc.  
True Scripts Management Services, LLC  
UKG Inc.  
UMR Inc  
United Medical Resources  
UnitedHealthcare

#### **Competitors**

Evans Network of Companies  
Hub Group, Inc.  
IMC Logistics LLC  
InTek Logistics, Inc.  
JB Hunt Transport Services, Inc.  
Kuehne + Nagel International AG  
Schneider National, Inc.  
Swift Transportation

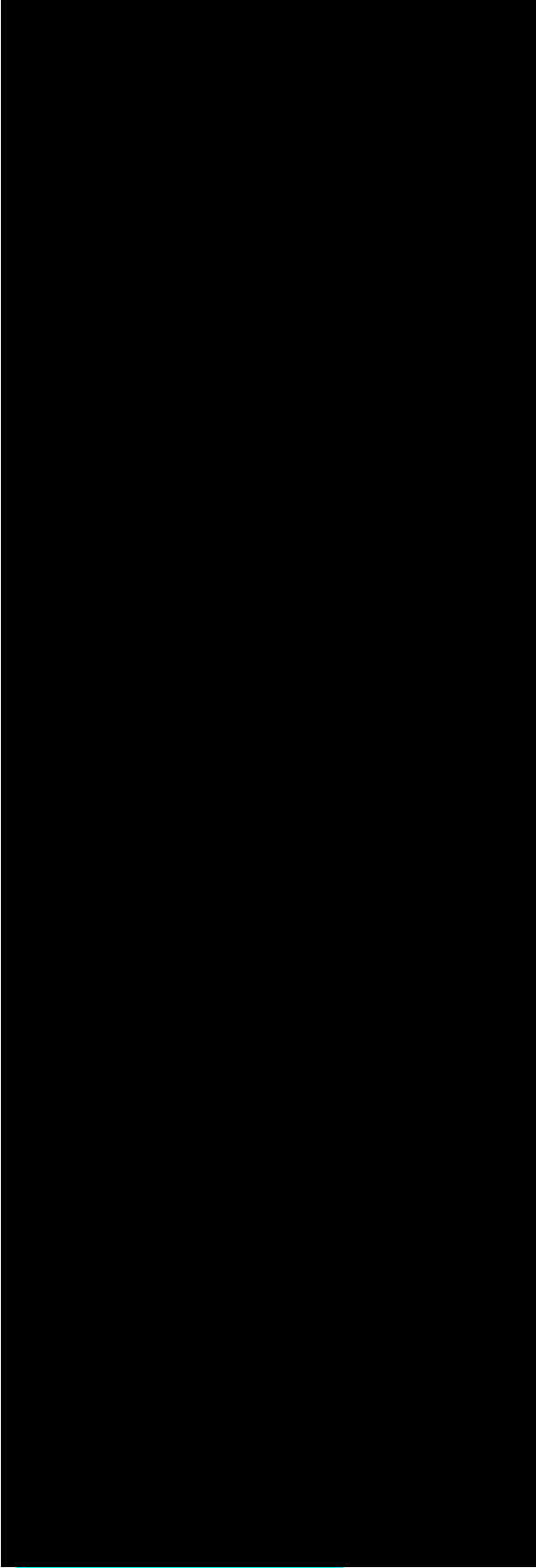
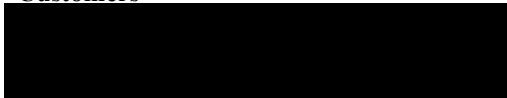
#### **Contract Counterparties**

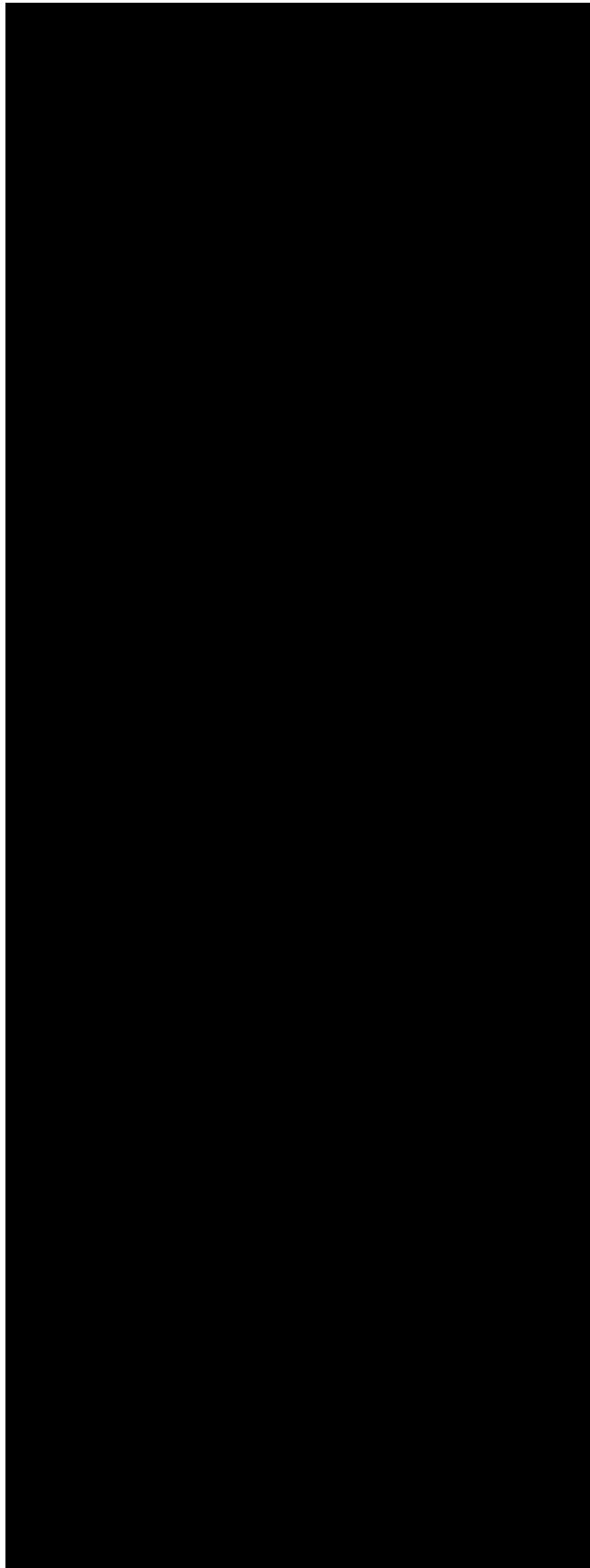
36th Street Capital Partners, LLC  
8X8, INC.  
archents Inc  
Banc of California, formerly known as Pacific  
Western Bank  
BciCapital, Inc.  
Cologix  
CSX INTERMODAL  
Descartes Systems (USA) LLC  
Direct ChassisLink, Inc.  
Dong Fang International Container (Hong Kong)  
Limited  
ENCINA EQUIPMENT FINANCE SPV, LLC  
EXSIF Worldwide, Inc.  
Flexi-Van Leasing, LLC  
Infosys Limited  
Insight Direct USA, Inc.  
Interpool, Inc., d/b/a TRAC Intermodal  
Iron Mountain  
Local 295-IBT  
Mckinney Trailer Rentals  
Milestone Equipment Company LLC  
NORFOLK SOUTHERN RAILROAD  
Pan Ocean Container Supplies Co., Ltd.  
Peapack Capital Corporation  
Penn Intermodal Leasing, Inc.  
Penske Truck Leasing Co, L.P.  
Salesforce, Inc.  
SpendHQ LLC  
Street Capital Partners, LLC  
TAL INTERNATIONAL CONTAIN  
CORPORATION  
Tenstreet, LLC  
Truist Equipment Finance  
UNION PACIFIC RAILROAD  
Verizon Business  
Wells Fargo Equipment Finance, Inc.  
Wintrust Commercial Finance  
XLNC Academy International Pvt Ltd  
XTIUM, Inc.  
Zoom Communications, Inc.

**Creditor Professionals**

ArentFox Schiff  
Evercore  
Gibson, Dunn & Crutcher LLP  
Greenberg Traurig  
Katten Muchin Rosenman LLP  
Paul, Weiss, Rifkind, Wharton & Garrison  
Ropes & Gray LLP  
Selendy Gay PLLC

**Customers**





**Debtors**

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

STG Distribution, LLC  
STG Drayage, LLC  
STG Intermodal Services, LLC  
STG Intermodal Solutions, Inc.  
STG Intermodal, Inc.  
STG Logistics, Inc.  
STG LTL, Inc.  
STG Port Services, LLC  
STG Stacktrain, LLC  
STG Transport Services, LLC  
STG Transport Solutions, LLC  
Summit NW Corporation  
Veeco Holdings, LLC

**Debtors' Bankruptcy Professionals**

AlixPartners, LLP  
C Street Advisory Group, LLC  
Epiq Corporate Restructuring LLC  
Gordon Brothers Group, LLC  
Kirkland & Ellis International LLP  
Kirkland & Ellis LLP  
PJT Partners Inc.

**Depository Banks**

Ameris Bank  
Apollo Bank  
Bank of America  
Citi / Banamex  
Citibank  
Citibank  
JPMorgan Chase  
JPMorgan Chase Bank, N.A.  
MB Financial Bank, N.A.  
Pacific Western Bank  
Paradise Bank  
TD Bank  
Truist Bank  
U.S. Bank  
US Bank  
Valley National Bank  
Webster Bank  
Wells Fargo  
Wells Fargo Securities

**Directors and Officers**

Chase Welsh  
Cody Kittle  
David Barse  
Ed Feitzinger  
Farrukh Bezar  
Geoff Anderman  
Heidi McKenna  
James Kowalishin  
Jason Bliss  
Keshav Lall  
Konrad Salaber

Mark Ferrara  
Paul Svindland  
Ryan Lee  
Salvatore DiDonato  
Tracy Leinibach  
Tyler Holtgreven  
Vince Paperiello  
William Flynn

**Equipment Lessors**

36th Street Capital Partners, LLC  
Atlantic Union Bank  
Banc of California, formerly known as Pacific Western Bank  
BciCapital, Inc.  
Direct ChassisLink, Inc.  
Dong Fang International Container (Hong Kong) Limited  
ENCINA EQUIPMENT FINANCE SPV, LLC  
EXSIF Worldwide, Inc.  
Flexi-Van Leasing, LLC  
Interpool, Inc., d/b/a TRAC Intermodal  
Mckinney Trailer Rentals  
Milestone Equipment Company LLC  
Pan Ocean Container Supplies Co., Ltd.  
Peapack Capital Corporation  
Penn Intermodal Leasing, Inc.  
Penske Truck Leasing Co, L.P.  
Post Road Equipment Finance, LLC  
Street Capital Partners, LLC  
TAL INTERNATIONAL CONTAIN  
CORPORATION  
Truist Equipment Finance  
Wells Fargo Equipment Finance, Inc.  
Wintrust Commercial Finance

**Former Directors and Officers**

Brian Nemeth  
Darcy Wilson  
David Ramsey  
Greg Muldoon  
Randy Dumas  
Troy Tibbets

**Insurance Providers**

ACE Property and Casualty Insurance Company  
AFCO Insurance Premium Finance  
AIG  
Allianz  
American International Group UK Ltd  
Aon Risk Services Northeast Inc  
Ascalon Risk Retention Group  
Ascalon Risk Retention Group  
AXIS Surplus Insurance Co  
Beazley Insurance Co.  
Berkley Assurance Co.

Berkshire/National Fire & Marine  
BMS Group  
BMS/Transverse  
Chubb  
Chubb  
Chubb/Ace American Insurance Co.  
Chubb/Ace Property & Casualty Ins Co.  
Chubb/Illinois Union Insurance Co.  
Dale Marine & Energy Liability Consortium 9152  
2025 - BRT 2988  
Dale Marine & Energy Liability Consortium 9152  
2025 - DUW 1729  
Dale Marine & Energy Liability Consortium 9152  
2025 - WBC 5886  
DUAL North America, Inc.  
DUAL/50% Lloyd's Syndicate Chaucer 1084 and  
50% Houston Casualty Co  
Endurance American Specialty (Sompo)  
Equinox Underwriting - Marine Liability 9823  
Falvey Insurance Group  
Great American Mexico  
Hartford Ins Co of the Midwest  
Homesite Ins Co of FL  
Houston Casualty Co.  
Houston Casualty Company (London Branch) t/a  
Tokio Marine HCC  
Lexington Ins Co.  
Lloyd's Syndicate Chaucer 1084  
Lloyd's Syndicate 1036 COF  
Lloyd's Syndicate 1084 CSL  
Lloyd's Syndicate 1200 WSM  
Lloyd's Syndicate 1221 HIG  
Lloyd's Syndicate 1492 PBS  
Lloyd's Syndicate 1856 IQUW  
Lloyd's Syndicate 2001 AML  
Lloyd's Syndicate 2003 AXL  
Lloyd's Syndicate 2786 EVE  
Lloyd's Syndicate 3000 MKL  
Lloyd's Syndicate 3010 LRE  
Lloyds Syndicates: Equinox – 4480; Hartford – 1221;  
MS Amlin - 2001  
Lloyds Syndicates-Hiscox 33, Inigo 1301, Argenta  
2121  
Lloyd's Underwriter Syndicate No 1301 IGO  
Lloyd's Underwriter Syndicate No. 0033 HIS  
Lloyd's Underwriter Syndicate No. 2791 MAP  
LPSO Registered Consortium No 4769  
Markel  
McGriff Insurance Services, LLC  
Mercer Ins Co  
MS Transverse Specialty Insurance Company  
Nationwide-Scottsdale Insurance Co.  
North Dakota Workforce Safety & Insurance  
Ohio Bureau of Workers Compensation  
Protective/Paul Hansen (Biz Choice)  
Sedgwick Claims Management Services

The Travelers Indemnity Company  
Upland Specialty  
Vantage Risk Specialty Ins Co.  
Victor Insurance Exchange - p/o qs  
Washington State Department of Labor and  
Industries  
Westchester Surplus Lines  
Westfield Specialty Insurance Co.  
XL Specialty Insurance Co.  
Zurich American Insurance Company

**Letter of Credit Providers**

CIBC NY  
Deutsche Bank

**Litigation Parties**

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

**Members of US Trustee Office**

Adela Alfaro  
Angeliza Ortiz-Ng

Daniel C. Kropiewnicki  
David Gerardi  
Fran B. Steele  
Francyne D. Arendas  
Ivy Cones  
James Stives  
Jeffrey Sponder  
Kirsten K. Ardelean  
Lauren Bielskie  
Martha Hildebrandt  
Michael Artis  
Rachel Wolf  
Robert J. Schneider, Jr.  
Samantha Lieb  
Savanna Cruz  
Tia Green  
Tina L. Oppelt  
William J. Ziemer

**Non-Debtor Affiliates**

Reception Holdings GP, LLC  
Stacktrain Mexico S. de R.L. de C.V.  
STG Logistics S. de R.L. de C.V.

**Ordinary Course Professionals**

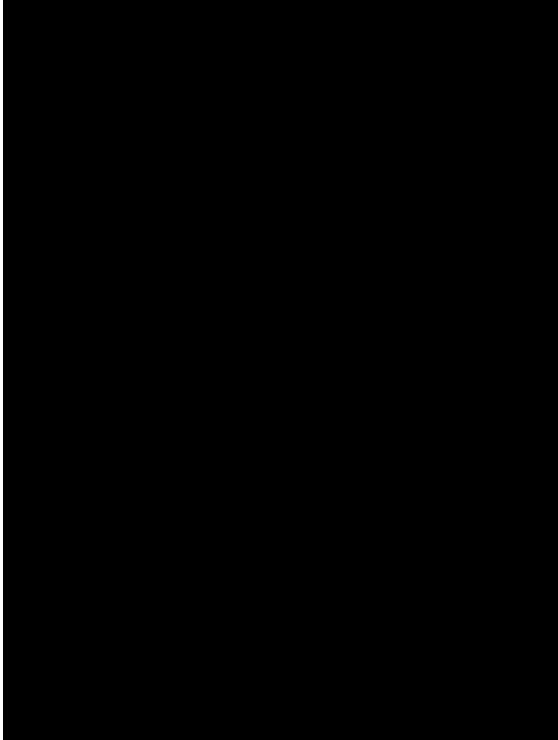
ANDERSEN & ASSOCIATES INC  
BENESCH FRIEDLANDER COPLAN & ARNOFF  
LLP  
BINDER AND KALIOUNJJI LLP  
BURKE, WARREN, MACKAY & SERRITELLA  
PC  
Charles River Associates  
CROWE LLP  
CTS Impact Inc.  
DLA PIPER LLP (US)  
EMPLOYEE JUSTICE LEGAL GROUP PC  
FLAMM WALTON HEIMBACH  
FROST BROWN TODD LLC  
GARDINER ROBERTS LLP  
GOWLING WLG (CANADA) LLP  
GRANT THORNTON LLP  
GREGORY KIRCHNER DBA GK CONSULTING  
GROUP  
HAYNES AND BOONE LLP  
ICE MILLER LLP  
JACKSON LEWIS P.C  
JDM CONSULTING PARTNERS LLC  
JRM CONSULTING INC  
KJC LAW GROUP A PROFESSIONAL  
CORPORATION  
KPMG LLP  
LABOR LAW HOLDCO LLC  
LAW OFF OF COUNTRYMAN & MCDANIEL  
LAW OFFICE OF EUGENE LEE A  
PROFESSIONAL LAW CORP  
LAW OFFICE OF SAAM AHMADINIA APC

LAW OFFICES OF EDWARD F FIGAREDO  
LAW OFFICES OF MITCHELL SCHLEY LLC  
LAW OFFICES OF WENETKA KO SMALA  
Littler Mendelson P.C.  
LIZ ROGERS SALES CONSULTANTS LLC  
Mullen Coughlin LLC  
OMELVENY & MYERS LLP  
QUINN & PARTNERS INCORPATED  
REARDON ANDERSON LLC  
ROSS STUART & DAWSON INC  
SARACINO & SARACINO, LLC  
SCHELLMAN & COMPANY LLC  
SCOPELITIS GARVIN LIGHT HANSON &  
FEARY  
SEYFARTH SHAW LLP  
SILLS CUMMIS & GROSS PC  
SIMON, PERAGINE, SMITH & REDFEARN LLP  
STARR GERN DAVISON & RUBIN PC  
STEARNS CONRAD AND SCHMIDT  
CONSULTING ENGINEERS INC  
T JEWELL LAW PLLC  
THE LCF GROUP, INC  
THE MELISSA MOORE LAW FIRM PC  
THE ROSE LAW GROUP PLLC  
The Rosner Law Group LLC  
THE UTHOFF LAW CORPORATION  
WHITTEN LAW OFFICE LLC

**Pension Authorities**

Local 295-IBT

**Potential M&A Counterparties**





**Real Estate Lessors/Landlords**

141 Knowlton Way, LLC  
14445 Alondra, LLC  
2001 Lower Road Corp.  
245 Vineland, LLC  
3600 Portsmouth LLC  
3737 Stewarts Lane Investors, a Tennessee joint  
venture  
4 Commerce Associates  
5135 Lamar Partners, LLC  
6641 Kinne Street, LLC  
6801 Westside Avenue LLC  
9101 Tonnelle Avenue Associates, LLC  
970 High Ridge Associates LLC  
ACE TRUCK PARKING  
Aero Portland, LLC  
Air Canada  
Airport North Industrial, Inc.  
Amza OJGH, LLC  
Anchor Recovery Corporation  
Auburn 18 Business Park, LLC  
BANCO INBURSA, S.A., A MULTIPLE  
BANKING INSTITUTION, INBURSA  
FINANCIAL GROUP  
Bayport II Mountain West Houston LLC  
BHT OF FLORIDA 6532 LLC  
Bree Properties, LLC  
Bruce Righbourg  
BT Property, LLC  
Buffalo South Motor Inn, Inc.  
Centerpoint Joliet Terminal Railroad LLC  
Centerpoint Port Everglades, LLC  
Centerpoint Properties  
Centerpoint Properties Trust  
Central Avenue Industrial Park, LLC

City of Oakland, Board of Port Commissioners  
CSX Transportation  
CWL SAVANNAH BUILDING 1 LLC  
David Morton and Hazel Morton  
Decarolis Truck Rental, Inc.  
EquiTrust Life Insurance Company  
Fairway Business Center  
Fairway Sub A, LLC  
French Camp American Properties, Inc.  
Fullerton I-B, LLC  
Fullerton Sub B, LLC  
G & D Realty, LLC  
Golden Springs Development Company  
Greenleaf Industrial Parking, LLC  
H C Gabler Inc.  
HB EGIP 4 LLC  
HREP Steel Street, LLC  
Ideal Professional Associates  
IOV 11022 MESA, LLC  
Jacksonville Sisters LLC  
JEMCO POLARIS & PONDEROSA PROPERTY  
LLC  
JFK AP LLC  
Jose and Alejandra Torres  
KCHS Investments, LLC  
King Family Properties  
LANDEXCORP LLC  
Linken Real Estate Limited Partnership  
LRC Group, LLC  
Lumpkin Development  
Maersk Inc.  
Majestic Realty Co.  
Majestic/Fairway Business Center Subpartnership  
Majestic-Fullerton Road, LLC  
NP ATLANTA INFILL INDUSTRIAL, LLC  
NW JJH Building LP  
Outsource Logistics, LLC  
Pacific Rim Pointe, LLC  
Palacha Properties, LLC  
PPF Industrial 2201 E. Carson Street, LP  
Prologis 2, L.P.  
ProLogis California I, LLC,  
Prologis First U.S. Properties LP  
Prologis Targeted U.S. Logistics Fund, L.P.  
Prologis USLV SubREIT 3, LLC  
Prologis-Exchange 951 Thorndale Road LLC  
Rexford Industrial - Jurupa, LLC  
Rexford Industrial Realty, L.P.  
RLF I A SPE, LLC  
RLF I-A SPE, LLC  
RLF I-TRS, LLC  
Robco, LLC  
Romar Resorts, Inc.  
RR&C Development Company  
RREEF America REIT II Portfolio, LP  
SIF Graham Road LLC

Sixth & Proctor, LLC  
SNL IOV 3408 Graham Owner, LLC  
South Kearny Associates, Inc.  
SP New County Road, LLC  
Spectrum Logistics, Inc. d/b/a Shoreside Logistics  
STC Properties, Inc.  
TA Realty Associates Fund XII Portfolio, L.P.  
Terreno Airgate LLC  
TPO LLC  
Tradepoint Atlantic, LLC  
Transportation Equipment Specialists, Inc.  
United Way Transportation  
Watson Land Company  
Welford Group, LLC  
White Oak Industrial, LLC  
Wick Road Investments, LLC  
Wilson Fidelco LLC  
World Depot, Inc.  
Yusen Logistics (Americas) Inc.

**Real Estate Sublessees**

Act 2 Services, Inc.  
Blue Cargo, Inc.  
Cub Terminal LLC  
Eagle Transport Corporation  
Furniture of America, Inc.  
Matheson Flight Extenders, Inc.  
Nefab Packaging Southeast LLC  
United States Postal Service  
YS Express, Inc.

**Real Estate Sublessors**

Crane Worldwide Logistics LLC  
FedEx Transport & Brokerage, Inc.  
Fleet Yards, Inc.  
ITI Intermodal of Georgia, LLC  
J&J International LLC  
J.B. Hunt Transport, Incorporated  
Network Services Company  
Prologis, L.P.  
Sony Electronics Inc.  
United Legwear Company, LLC  
W8 Shipping LLC

**Secured Lenders**

Alcof III NUBT, L.P.  
Alliance Partners LLC  
Antares Holdings LP  
Antares Senior Loan Parallel Master Fund II LP  
S2Pm  
Arbour Lane Capital Management  
Arbour Lane Fund III GP, LLC  
Assured Investment Management LLC  
Audax Management Company NY LLC  
Axos Financial Inc.  
Ballyrock Investment Advisors

Ballyrock Investment Advisors LLC  
BC Partners Advisor LP  
BlueMountain Capital Management LLC  
Capital One  
Capital One N.A.  
Citizens Bank NA  
Citizens Bank, National Association  
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  
Loomis Sayles & Company L.P.  
Loomis Sayles and Company LP  
MUFG Bank, LTD.  
Pennant Park  
PennantPark  
Portfolio Advisors  
Portman Ridge Finance Corporation  
PPM  
PPM America Inc.  
Prospect Capital Management  
RBS Citizens  
Siemens Financial Services, Inc.  
Sound Point  
Sound Point Capital Management LP  
Stifel Bank  
Stifel Bank and Trust  
Stifel Financial Corp  
Stifel Nicolaus Company, Inc.  
Wilmington Savings Fund Society, FSB

**Shareholders**

Duration Capital Partners LLC  
Oaktree Capital Management, L.P.  
Reception Oaktree Aggregator, L.P.  
Wind Point Partners AAV II, L.P.

**Suppliers and Vendors**

8X8, INC.  
ACE DRAYAGE (DIV OF COMMERCIAL  
TRANSPORTATION) (DIV OF EVANS)  
ACT 2 SERVICES INC  
ADC TRANSPORT INC  
AFCO CREDIT CORPORATION  
AH LOGISTICS LLC  
AMG TRUCKING LLC  
ANGEL'S TRANSPORT CORP

ANTLER TRANSPORT, LLC  
APF-FBO VITALITY STAFFING SOLUTIONS  
LLC  
APPAULT LLC  
ARMSTRONG TRANSPORT GROUP INC  
AUTO LINEAS AMERICA SA  
BAINS TRUCKING INC  
BLUE & GREY TRANSPORT COMPANY LLC  
BLUME GLOBAL, INC.  
BRUNETTI TRANSPORT INC  
BVK TRUCKING INC  
CANADIAN PACIFIC LIMITED  
CENTRAL DE FLETES MONTERREY, SA DE CV  
CITIGUARD INC  
CN RAIL  
CONDOR TRUCKING INC  
COWAN INTERMODAL GROUP LLC  
CSX INTERMODAL  
CTX Group  
Cub Terminal LLC  
CUB TERMINAL REPAIR LLC  
DARSEY ENTERPRISES INC  
DIAMOND STRIKE LLC  
DIRECT CHASSIS LINK INC  
Distributors Transport, Inc.  
DOWNTIME FLEET MANAGEMENT SERVICES  
E & A TRANSPROS INC  
ECU WORLDWIDE  
ELITE GLOBAL TRANSPORT LLC  
FGM LOGISTICS LLC  
Five Star Transport, LLC  
FLEET YARDS INC  
FLEXI VAN LEASING LLC  
FREEDOM 1, LLC  
Golden State Lines Inc.  
GREATWIDE AMERICAN TRANS-FREIGHT,  
LLC  
HAMMERTIME TRANSPORT LLC  
HARPERS XPRESS TRUCKING  
Insight Direct USA, Inc.  
INTEGRITY DRAYAGE (DIV OF EVANS)  
JJ KELLER & ASSOCIATES INC  
JJM Transportation  
JOSH TAYLOR TRUCKING LLC  
JRIC TRANSPORTATION LLC  
KANSAS CITY SOUTHERN DE MEXICO SA D  
KANSAS CITY SOUTHERN RAILWAY  
LEAN STAFFING SOLUTIONS INC  
Liberty 1 (Division of Freedom 1, LLC)  
LOCAL 295 LOCAL 851 PENSION FUND  
LOS ANGELES LOGISTICS LLC  
LOW COUNTRY EXPRESS  
MAJESTIC MANAGEMENT CO  
MARITIME TECHNICAL SERVICES LLC  
MARTINEZ VENEGAS, DAVID,  
MEJ TRANSPORT, LLC

MILESTONE EQUIPMENT CORP  
MINTO CORP ENTERPRISE INC  
Mountain Intermodal, Inc.  
NORFOLK SOUTHERN RAILROAD  
ON TIME INTERMODAL INC  
ONE USA EXPRESS INC  
ONE WAY UP TRANSPORT  
P&B INTERMODAL SERVICES LLC  
PARK AVENUE INTERMODAL LLC.  
PENSKE LOGISTICS LLC  
PENSKE TRUCK LEASING CO., L.P.  
PERSONAL HR SERVICES LLC  
ProDrivers  
PSC CUSTOM LLC DBA POLAR  
Q SUPER HOLDINGS INC  
RAIL FREIGHT LOGISTICS INC  
RAMIREZ, EDGAR  
REAGAN TRUCKING LLC  
RIVER CITY RUSH DELIVERY INC  
SELECTIVE PERSONNEL INC  
SEND 123 INC  
SHIPCO  
SILVER LION TRADE SERVICES LLC  
SPECIALTY PROGRAM GROUP LLC  
STAR ACCURATE INTERMODAL INC  
SUBURBAN PROPANE  
SUPERIOR HAULING AND FAST TRANSIT,  
INC.  
TFORCE WORLDWIDE INC  
TITAN INTERMODAL LLC  
TRAC INTERMODAL  
TRAC SERVICES  
TREADSTONE OBO SELECTIVE PERSONNEL  
INC  
TRX Great Lakes, Inc.  
TRX MIDWEST INC  
UNION PACIFIC RAILROAD  
UNION PACIFIC RAILROAD COMP  
VCB TRANSPORT LLC  
VETERAN CARRIERS (DIV OF ARL)  
VIRDI TRUCKING INC  
WALL STREET INTERMODAL LLC  
WARREN XPRESS LLC  
Westar Cartage LLC  
WHITECROW INC  
XTIUM, INC

**Sureties**

American Alternative Insurance Corporation  
Liberty Mutual Insurance Company  
PFA Transportation Insurance & Surety Services  
RLI Insurance Company  
Westchester Fire Insurance Company

**Surety Bondholders**

Bureau of Customs and Border Protection

Bureau of Customs and Border Protection  
Burlington Northern Santa Fe Railway Company  
CIBC NY  
Commonwealth of Pennsylvania  
Commonwealth of Pennsylvania DOT  
Federal Maritime Commission  
Federal Motor Carrier Safety Administration  
FMCSA  
FMCSA  
Illinois Department of Transportation  
Kansas City Souther Railway Co.  
Louisiana Department of Transportation  
New Jersey Turnpike Authority  
New York State Liquor Authority  
North Carolina Alcoholic Beverage Control  
Commission  
People of the State of New York  
State of Florida Dept of Transportation  
State of New York, State Liquor Authority  
State of Oregon, Department of Transportation  
State of West Virginia  
Texas Department of Motor Vehicles  
The Kansas City Southern Railway Company  
United States Customs and Border Protection

**Taxing Authorities**

Alabama [State of]  
Alabama Department of Revenue  
Alameda County  
Arizona [State of]  
Arizona Department of Revenue  
Arkansas [State of]  
Arkansas Department of Finance and Administration  
Baltimore County  
Berkeley County  
Bexar County  
Broward County  
California [State of]  
California Department of Tax and Fee Administration  
California Department of Toxic Substances Control  
Charleston County  
Chatham County  
City of Auburn, Finance Department  
City of Austall  
City of Chesapeake  
City of Forest Park  
City of Kent  
City of La Porte  
City of Laredo  
City of Memphis  
City of Norfolk  
City of Portland, OR  
City of Romulas  
City of Savannah  
City of Seattle - License and Tax Administration  
City of Tacoma - Tax & License

City of Worcester  
Clayton County  
CLEAR LAKE WATER AUTHORITY  
Cobb County  
Collin County  
Colorado [State of]  
Colorado Department of Revenue - Taxation  
Comptroller of Maryland  
Connecticut [State of]  
Connecticut Department of Revenue Services  
Dallas County  
Davidson County  
DeKalb County  
Delaware [State of]  
Delaware Division of Revenue  
Desoto County  
Dona Ana County  
Duval County  
Florida [State of]  
Florida- Amended [State of]  
Florida Department of Revenue  
Fulton County  
Georgia [State of]  
Georgia Department of Revenue  
Harris County  
Illinois [State of]  
Illinois Department of Revenue  
Indiana [State of]  
Indiana Department of Revenue  
Internal Revenue Service  
Jefferson County  
Kentucky [Commonwealth of]  
Kentucky Department of Revenue  
Kentucky- Louisville/Jefferson  
Kentucky Transportation Cabinet, Division of Motor  
Carriers  
King County  
La Porte ISD(GCCISD)  
Los Angeles County  
Louisiana [State of]  
Louisiana Department of Revenue  
Marion County  
Maryland [State of]  
Massachusetts [Commonwealth of]  
Massachusetts Department of Revenue  
Mecklenburg County  
Miami-Dade County  
Michigan [State of]  
Michigan Department of Treasury  
Mississippi [State of]  
Mississippi Department of Revenue  
Multnomah County  
New Hanover County  
New Jersey [State of]  
New Jersey Department of the Treasury  
New Jersey Motor Vehicle Commission

New Orleans Bureau of Revenue  
New Orleans City  
New York [State of]  
New York City  
New York City Department of Finance  
New York State Department of Tax and Finance  
North Carolina [State of]  
North Carolina Department of Revenue  
Ohio Department of Taxation  
Oregon [State of]  
Oregon Department of Revenue  
Oregon Department of Transportation, Commerce  
and Compliance Division  
Pennsylvania  
Pennsylvania Department of Revenue  
Pierce County  
Polk County  
Portsmouth County  
Salt Lake City  
San Bernardino County  
San Diego County  
San Joaquin County  
Shelby County  
Smith County  
South Carolina [State of]  
South Carolina Department of Revenue  
Spartenburg County  
State of California Franchise Tax Board  
Tarrant County  
Tennessee [State of]  
Tennessee Department of Revenue  
Texas [State of]  
Texas Comptroller of Public Accounts  
U.S. Internal Revenue Service  
United ISD Tax Office  
Virginia [Commonwealth of]  
Virginia Department of Taxation  
Washington Department of Revenue  
Webb County  
Whitfield County

**Temporary Labor/Staffing Agencies**

Accounting Principals  
Accrue Partners  
APF-FBO VITALITY STAFFING SOLUTIONS  
LLC  
Elwood Staffing  
EmpHire  
EmployBridge, LLC  
Express Employment Professionals  
GotWorx Staffing, Inc.  
It's Caliber Staffing  
LEAN STAFFING SOLUTIONS INC  
LSI Staffing  
Malone Staffing  
Partners Personnel

PERSONAL HR SERVICES LLC  
Personnel Options, Inc.  
ROBERT HALF TECHNOLOGY  
Selective Personnel Inc.  
SPI Staffing  
Staff Force Inc  
Vitality Staffing Solutions LLC

**Unsecured Creditors**

36TH STREET CAPITAL PARTNERS LLC  
ACE AMERICAN INSURANCE COMPANY  
ALADDIN FINANCIAL INC  
APEX CAPITAL CORP  
APF-FBO VITALITY STAFFING SOLUTIONS  
LLC  
archents Inc  
ASSIST FINANCIAL SERVICES  
BLU CAPITAL LLC  
BLUECARGO INC  
Bobtail Capital LLC  
CD CONSORTIUM CORPORATION  
CENTRAL DE FLETES MONTERREY, SA DE CV  
CITIGUARD INC  
COMDATA, INC.  
COMPASS FUNDING SOLUTIONS  
Cub Terminal LLC  
CYDERES GROUP LLC  
DESCARTES U.S. HOLDINGS INC  
eCAPITAL FREIGHT FACTORING CORP  
ENCINA EQUIPMENT FINANCE LLC  
ENGAGED FINANCIAL LLC  
ENGLAND CARRIER SERVICES  
Evans Delivery Company, Inc.  
EXPRESS FREIGHT FINANCE  
FALVEY CARGO UNDERWRITING  
FIRSTLINE FUNDING GROUP  
FLEET YARDS INC  
FLEXI VAN LEASING LLC  
FREEDOM 1, LLC  
Infosys Limited  
INTEGRITY DRAYAGE (DIV OF EVANS)  
JD Factors LLC  
KANSAS CITY SOUTHERN DE MEXICO SA D  
KPMG LLP  
LEAN STAFFING SOLUTIONS INC  
LOCAL 295 LOCAL 851 PENSION FUND  
Love's Solutions, LLC  
LSI GREAT STAFFING PARTNER LLC  
M.M.D, INC  
MARITIME TECHNICAL SERVICES LLC  
MILESTONE EQUIPMENT CORP  
Next Day Funding Inc.  
Orange Commercial Credit  
OTR SOLUTIONS  
Parikh Financial  
Partners Funding, Inc.

Pathway Payment Partners LLC  
PENSKE TRUCK LEASING CO., L.P.  
PERSONAL HR SERVICES LLC  
Phoenix Capital Group  
Pro Funding Inc.  
ProDrivers  
Q SUPER HOLDINGS INC  
RTS FINANCIAL SERVICE INC  
Saint John Capital Corporation  
SELECTIVE PERSONNEL INC  
SEND 123 INC  
Sky Road Inc.  
Summar Financial LLC  
Sunbelt Finance, LLC  
TAFS Inc.  
TITAN INTERMODAL LLC  
TRAC INTERMODAL  
TRIMBLE TRANSPORTATION ENT SLTNS INC  
TRIUMPH FINANCIAL SERVICES, LLC  
TRU FUNDING LLC  
TRUIST EQUIPMENT FINANCE CORP  
TRX MIDWEST, INC.  
UNION PACIFIC RAILROAD COMP  
WALL STREET INTERMODAL LLC  
WEX FLEET ONE  
WHITECROW INC  
XTIUM, INC

**Utility Providers**

8X8, INC.  
AAA RUBBISH INC  
ACC Div of ATT  
AES Indiana  
ALABAMA POWER  
Alameda County Industries (CA)  
American Electric Power - Ohio Power Company  
ARCTIC CLEAR BOTTLED WATER LLC  
AT & T DW HOLDINGS INC  
Atlanta, City of Dept of Watershed Mgmt  
Atlantic Waste Services  
Atmos Energy  
ATT Mobility  
Baltimore Gas & Elec Co  
BAY DISPOSAL HOLDINGS INC  
Bay Disposal LLC  
BCM One  
Bensenville Village of (IL)  
Burrtec Waste Industries Inc (CA)  
Bush Bros Disposal  
Cablevision Lightpath, LLC  
California Water Service Co  
Calltower, Inc.  
Cape Fear Public Utility Authority  
Charlotte-Mecklenburg  
City of Fort Lauderdale  
Cleveland, City of (OH)

Cogent Communications  
Columbia Gas (OH)  
Columbus City (OH)  
Comcast Masergy  
Commonwealth Edison  
Consensus Cloud Solutions, Inc.  
Constellation New Energy  
Cox Business - San Diego  
Crown Castle Fiber  
Dalton Utilities  
DeKalb County, GA  
DIRECTV  
DIRECTV ENTERTAINMENT HOLDINGS LLC  
Dominion Energy South Carolina  
Dominion Energy Virginia  
DTE Energy  
Duke Energy (Formerly Duke Power (NC))  
Duke Energy (Formerly Duke Power (SC))  
Duke Energy Progress Carolinas  
EDCO Disposal Corporation  
Elk Grove, Village of (IL)  
Enbridge Gas Ohio  
ENGIE Resources  
ENTERGY NEW ORLEANS  
Fontana Water Company  
Fontana, City of (CA)  
FPL [Florida Power & Light]  
GEORGIA POWER  
GFL Environmental  
Golden State Water (California Cities)  
GREATAMERICA FINANCIAL SERVICES CORP  
Hampton Roads Utility Billing Service (HRUBS)  
Home Telecom  
Illuminating Company, The  
Jacksonville Electric Authority  
Joliet, City of  
Lake County  
Lightcurve (Mashell)  
Lightyear AI, Inc.  
Louisville Gas & Elec Co  
Louisville Water Co  
Lumen/Century Link  
Memphis Light Gas & Water  
Mobile Co Water Sewer & Fire Prot Auth (AL)  
Mount Pleasant Waterworks  
National Grid-Niagara Mohawk  
Newark, City of (NJ)  
Nicor Gas  
Northeast Ohio Regional Sewer District  
NVENERGY  
Pacific Gas & Electric Co  
PACIFIC GAS AND ELECTRIC COMPANY  
Piedmont Natural Gas (NC)  
Port Wentworth, City of (GA)  
PSE&G CO  
Public Service Elec & Gas Co (NJ)

Puget Sound Energy  
Recology Portland  
Reliant Energy  
Republic Services  
REPUBLIC SERVICES 551  
REPUBLIC SERVICES 794  
Republic Services Inc  
RIALTO WATER SERVICES  
RoadRunner  
Romulus, City of (MI)  
San Diego Gas & Elec  
Santa Fe Springs, City of  
SCANA Energy  
SCANA ENERGY MARKETING LLC  
Sewerage and Water Board of New Orleans  
Siemens Industry, Inc.  
SJWD Water District  
Smash My Trash  
SO CAL GAS CO  
SOCALGAS  
SOUTHERN CALIFORNIA EDISON

SPARKLETTS  
Spectrum Rialto (Charter Communications, Inc.)  
Spire, Inc.  
Starlink Services, LLC  
Suburban Water Systems  
Tacoma Public Utilities  
TELECOM TODAY  
Towerstream Corporation  
TPx Communications  
TXU ENERGY  
TYLER MOUNTAIN WATER CO INC  
Valley Vista Services Inc (CA)  
Veolia Water New Jersey  
Verizon Communications Inc.  
Walnut Valley Water District  
Waste Management  
Waste Management Inc  
Waste Resources Inc  
WINDSTREAM CORP  
WINDSTREAM HOLDINGS II, LLC

**Schedule 2**

**Results of the Connection Search**

Category	Name	Open/ Closed
Potential M&A Counterparties	[REDACTED]	Closed
Insurance Providers	AIG	Open
Insurance Providers	Allianz	Open
Customers	[REDACTED]	Open
Customers	[REDACTED]	Open
Sureties	American Alternative Insurance Corporation	Closed
Customers	[REDACTED]	Open
Potential M&A Counterparties	[REDACTED]	Open
Insurance Providers	American International Group UK Ltd	Open
Litigation Parties	Antares Capital LP	Open
Secured Lenders	Antares Holdings LP	Open
Secured Lenders	Antares Senior Loan Parallel Master Fund II LP S2Pm	Open
Customers	[REDACTED]	Open
Potential M&A Counterparties	[REDACTED]	Open
Depository Banks	Apollo Bank	Open
Potential M&A Counterparties	[REDACTED]	Open
Secured Lenders	Audax Management Company NY LLC	Open
Secured Lenders	Ballyrock Investment Advisors	Open
Secured Lenders	Ballyrock Investment Advisors LLC	Open
Depository Banks	Bank of America	Closed
Secured Lenders	BC Partners Advisor LP	Open
Contract Counterparties	BciCapital, Inc.	Closed
Equipment Lessors	BciCapital, Inc.	Closed
Potential M&A Counterparties	[REDACTED]	Open
Secured Lenders	BlueMountain Capital Management LLC	Open
Secured Lenders	Capital One	Open
Secured Lenders	Capital One N.A.	Open
Customers	[REDACTED]	Open
Customers	[REDACTED]	Open
Bankruptcy Judges	Christy McDonald	Closed
Depository Banks	Citi / Banamex	Open
Depository Banks	Citibank	Open
Secured Lenders	Citizens Bank NA	Open
Secured Lenders	Citizens Bank, National Association	Open
Taxing Authorities	Colorado [State of]	Open
Customers	[REDACTED]	Open
Potential M&A Counterparties	[REDACTED]	Open
Letter of Credit Providers	Deutsche Bank	Open
Secured Lenders	Deutsche Bank AG London	Open
Secured Lenders	Deutsche Bank AG New York Branch	Open
Customers	[REDACTED]	Closed
Customers	[REDACTED]	Open
Customers	[REDACTED]	Open
Customers	[REDACTED]	Open
Customers	[REDACTED]	Open

Insurance Providers	DUAL/50% Lloyd's Syndicate Chaucer 1084 and 50% Houston Casualty Co	Closed
Customers	[REDACTED]	Open
Creditor Professionals	Evercore	Open
Customers	[REDACTED]	Open
Secured Lenders	Fidelity Investments	Open
Suppliers and Vendors	FLEXI VAN LEASING LLC	Open
Unsecured Creditors	FLEXI VAN LEASING LLC	Open
Contract Counterparties	Flexi-Van Leasing, LLC	Open
Equipment Lessors	Flexi-Van Leasing, LLC	Open
Customers	[REDACTED]	Open
Secured Lenders	Fortress Investment Group LLC	Open
Secured Lenders	FS Investments	Closed
Secured Lenders	Global Atlantic Financial Group	Open
Ordinary Course Professionals	GRANT THORNTON LLP	Open
Potential M&A Counterparties	[REDACTED]	Open
Customers	[REDACTED]	Open
Insurance Providers	Houston Casualty Company (London Branch) t/a Tokio Marine HCC	Closed
Secured Lenders	I Squared Capital	Open
Secured Lenders	Invesco Senior Secured Management Inc.	Closed
Contract Counterparties	Iron Mountain	Open
Litigation Parties	Iron Mountain	Open
Secured Lenders	Jefferies LLC	Open
Depository Banks	JPMorgan Chase	Open
Depository Banks	JPMorgan Chase Bank, N.A.	Open
Suppliers and Vendors	KANSAS CITY SOUTHERN DE MEXICO SA D	Open
Unsecured Creditors	KANSAS CITY SOUTHERN DE MEXICO SA D	Open
Suppliers and Vendors	KANSAS CITY SOUTHERN RAILWAY	Open
Surety Bondholders	Kansas City Southern Railway Co.	Open
Secured Lenders	KKR (Global Atlantic)	Open
Customers	[REDACTED]	Open
Ordinary Course Professionals	KPMG LLP	Open
Unsecured Creditors	KPMG LLP	Open
Taxing Authorities	La Porte ISD(GCCISD)	Closed
Insurance Providers	Lexington Ins Co.	Closed
Sureties	Liberty Mutual Insurance Company	Closed
Secured Lenders	Littlejohn	Open
Insurance Providers	Lloyd's Syndicate 1084 CSL	Closed
Insurance Providers	Lloyd's Syndicate 3000 MKL	Closed
Insurance Providers	Lloyd's Syndicate Chaucer 1084	Closed
Customers	[REDACTED]	Open
Potential M&A Counterparties	[REDACTED]	Open
Real Estate Lessors/Landlords	Maersk Inc.	Closed
Litigation Parties	Mark Jones	Closed
Insurance Providers	Markel	Open
Customers	[REDACTED]	Closed
Potential M&A Counterparties	[REDACTED]	Open
Secured Lenders	MUFG Bank, LTD.	Open
Potential M&A Counterparties	[REDACTED]	Open
Taxing Authorities	New York [State of]	Closed

Taxing Authorities	New York City	Open
Shareholders	Oaktree Capital Management, L.P.	Open
Potential M&A Counterparties	[REDACTED]	Open
Potential M&A Counterparties	[REDACTED]	Closed
Potential M&A Counterparties	[REDACTED]	Open
Creditor Professionals	Paul, Weiss, Rifkind, Wharton & Garrison	Closed
Unsecured Creditors	Phoenix Capital Group	Closed
Debtors' Bankruptcy Professionals	PJT Partners Inc.	Open
Potential M&A Counterparties	[REDACTED]	Open
Secured Lenders	Portfolio Advisors	Closed
Secured Lenders	PPM	Open
Secured Lenders	PPM America Inc.	Open
Benefit Providers	Principal Financial Group	Open
Suppliers and Vendors	PRODRIVERS	Closed
Unsecured Creditors	PRODRIVERS	Closed
Real Estate Sublessors	Prologis, L.P.	Closed
Secured Lenders	Prospect Capital Management	Closed
Potential M&A Counterparties	[REDACTED]	Open
Utility Providers	Reliant Energy	Open
Potential M&A Counterparties	[REDACTED]	Open
Utility Providers	RoadRunner	Open
Customers	[REDACTED]	Open
Potential M&A Counterparties	[REDACTED]	Open
Litigation Parties	Siemens Financial Services, Inc.	Open
Secured Lenders	Siemens Financial Services, Inc.	Open
Secured Lenders	Sound Point	Open
Secured Lenders	Sound Point Capital Management LP	Open
Utility Providers	Spire, Inc.	Open
Debtors	STG Logistics, Inc.	Closed
Secured Lenders	Stifel Bank	Closed
Secured Lenders	Stifel Bank and Trust	Closed
Secured Lenders	Stifel Financial Corp	Open
Secured Lenders	Stifel Nicolaus Company, Inc.	Closed
Potential M&A Counterparties	[REDACTED]	Open
Potential M&A Counterparties	[REDACTED]	Open
Depository Banks	TD Bank	Open
Potential M&A Counterparties	[REDACTED]	Open
Customers	[REDACTED]	Open
Potential M&A Counterparties	[REDACTED]	Open
Surety Bondholders	The Kansas City Southern Railway Company	Closed
Customers	[REDACTED]	Open
Depository Banks	Truist Bank	Open
Depository Banks	U.S. Bank	Open
Utility Providers	Veolia Water New Jersey	Closed
Customers	[REDACTED]	Open
Utility Providers	Waste Management	Closed
Depository Banks	Wells Fargo	Open
Depository Banks	Wells Fargo Securities	Open
Sureties	Westchester Fire Insurance Company	Closed
Customers	[REDACTED]	Closed
Secured Lenders	Wilmington Savings Fund Society, FSB	Open

Insurance Providers	XL Specialty Insurance Co.	Closed
Potential M&A Counterparties	[REDACTED]	Closed
Contract Counterparties	Zoom Communications, Inc.	Closed
Insurance Providers	Zurich American Insurance Company	Closed

**Exhibit D**

**Barse Declaration**

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
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*Proposed Co-Counsel for 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.<sup>1</sup>

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

**DECLARATION OF DAVID BARSE IN SUPPORT OF APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF WHITE & CASE LLP AS COUNSEL TO THE SPECIAL COMMITTEE EFFECTIVE AS OF THE PETITION DATE**

I, David Barse, pursuant to 28 U.S.C. § 1746, declare that the following is true and correct to the best of knowledge, information and belief:

1. I am currently the sole member of the Special Committee (the “**Special Committee**”) of the Board of Supervisors of Reception Holdings, L.P. and each of the Boards of Managers of Reception Mezzanine Holdings, LLC and Reception Purchaser, LLC (together with

<sup>1</sup> 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’ proposed 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.

their affiliated debtors and debtors in possession in the above-captioned chapter 11 cases, the “**Debtors**,” and together with their non-debtor subsidiaries and certain affiliates, the “**Company**”).

2. I submit this declaration (this “**Declaration**”) in support of the *Application for Entry of an Order Authorizing the Retention and Employment of White & Case LLP as Counsel to the Special Committee Effective as of the Petition Date* (“**Application**”)<sup>2</sup> for authority for the Debtors to retain and employ White & Case LLP (“**White & Case**” or the “**Firm**”) as conflicts counsel (“**Special Committee Counsel**”), effective as of January 12, 2026 (the “**Petition Date**”), to render legal services on behalf of and at the sole direction of the Special Committee to address certain matters that the Debtors may encounter that are more appropriately addressed by a law firm other than Kirkland & Ellis LLP (“**K&E**”). White & Case’s fees and expenses are to be paid by the Debtors. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

### **Personal Background**

3. I bring a distinguished track record of executive leadership and board service across a broad range of companies to my role on the Special Committee. Prior to my appointment to the Special Committee, I spent over 25 years as a Chief Executive Officer, including at XOUT Capital LLC (since 2019) and Third Avenue Management (from 1991 to 2015), and as founder and Chief Investment Officer of DMB Holdings. I have served: as a board member and one of two Special Committee members for Celsius Network Ltd., which filed for chapter 11 on July 13, 2022; as an independent board member of Juul Labs, Inc.; as a board member of Keter Group Holding SARL; and as a board member of numerous other companies, including Covanta Holding Corporation, Millstein & Co., Third Avenue Capital p.l.c., Manifold Capital, Commercial Guaranty Assurance, Ltd., National American Insurance Company of California, and Danielson Trust

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Company. Additionally, I served as the chairman of the board of the New York City Parks Foundation (from 2020 to 2023) and currently serve as an emeritus member of the board of trustees of Brooklyn Law School. I hold a J.D. from Brooklyn Law School and a bachelor's degree from George Washington University.

**Formation of Special Committee and  
Selection of White & Case as Special Committee Counsel**

4. On August 5, 2025, the Board of Supervisors of Reception Holdings, L.P. (the “**Board**”) adopted written resolutions establishing a special committee (the “**Reception Holdings Special Committee**”) and appointing me as the disinterested supervisor and sole member of the Reception Holdings Special Committee. On September 21, 2025, the Boards of Managers of Reception Purchaser, LLC and Reception Mezzanine Holdings, LLC established special committees at each entity with the same mandate as the Reception Holdings Special Committee. I was appointed as the disinterested supervisor and sole member of each newly created special committee.

5. The Board delegated to the Special Committee (the “**Delegation of Authority**”), among other things, (a) exclusive authority to review, discuss, consider, negotiate, approve, authorize and act upon (i) the Company's entry into and consummation of a transaction and (ii) matters relating to a transaction in which a conflict of interest exists or is reasonably likely to exist between the Company or its stakeholders and the Board under applicable law (each a “**Conflict Matter**”), (b) authority to investigate and determine, in the Special Committee's business judgment, whether any matter related to a transaction constitutes a Conflict Matter and that any such determination shall be binding on the Company, and (c) exclusive authority to conduct an independent investigation and assess the merits and potential value of any potential claims and causes of action held by the Company (the “**Investigation**”).

6. Effective as of August 11, 2025, White & Case was retained as Special Committee Counsel on the terms and subject to the conditions set forth in the Engagement Letter. More specifically, the Debtors engaged White & Case to render legal services on behalf of and at the direction of the Special Committee as it relates to the Conflict Matters and the Investigation (collectively, the “**Services**”).

7. Prior to the Petition Date, White & Case commenced the Investigation. The Investigation remains ongoing. White & Case also advised the Special Committee regarding other Conflict Matters, including various aspects of the restructuring support agreement and the debtor-in-possession financing. During the pendency of these chapter 11 cases, White & Case will continue to advise the Special Committee regarding the Services, including Conflict Matters and the Investigation. Therefore, the Debtors request authority to retain White & Case on a postpetition basis to continue to provide legal services as are necessary and requested by the Special Committee under the Engagement Letter in connection with the Services.

8. The Debtors seek to retain White & Case as Special Committee Counsel because of the Firm’s extensive knowledge of, and experience with, among other things, (a) the Company and its businesses, (b) the Special Committee and its duties under the Delegation of Authority, (c) independent investigations, litigation, and corporate governance, and (d) the field of debtors’ and creditors’ rights under chapter 11 of the Bankruptcy Code. The Debtors believe that White & Case has assembled a highly qualified team of professionals and paraprofessionals to provide services to the Debtors, as directed by the Special Committee, during these chapter 11 cases. The Debtors believe that White & Case has the knowledge and experience necessary to deal effectively with the issues that will arise in these chapter 11 cases in connection with the Special Committee with respect to the Services.

9. Since its engagement, White & Case has acquired in-depth knowledge of the facts and circumstances that formed the basis of the appointment of the Special Committee, as well as the Debtors' operations, capital structure, reorganization efforts, and the current condition of the Debtors' businesses. Due to the work performed to date with respect to the Services, as well as White & Case's experience and expertise, the Debtors believe that White & Case is both well-qualified and uniquely able to represent the Debtors, as directed by the Special Committee, in an efficient and timely manner pursuant to section 327(a) of the Bankruptcy Code.

### **Rate Structure**

10. In my capacity as the sole member of the Special Committee, I am responsible for supervising retained counsel. In accordance with the Engagement Letter, White & Case has provided and will continue to provide professional services to the Special Committee in connection with these chapter 11 cases under its standard rate structure. White & Case informed the Debtors that its rates under its standard rate structure are consistent among bankruptcy representations undertaken under the standard rate structure. White & Case further informed the Debtors that its rates and terms under its standard rate structure for non-bankruptcy engagements are the same as the rates and terms for the engagement of White & Case as Special Committee Counsel in these chapter 11 cases.

11. Based on my experience retaining various law firms in other matters, and my participation in the discussion with other attorneys considered for this engagement, White & Case's hourly rates are consistent with the hourly rates charged by other national law firms for bankruptcy-related services.

12. I have also reviewed and will continue to review the invoices regularly submitted by White & Case and can confirm that, in accordance with the Engagement Letter, the rates White

& Case charged in the prepetition period are the same as the rates that White & Case will charge in the postpetition period, noting that White & Case adjusts its hourly rates periodically. White & Case informed the Debtors that its standard hourly rates are subject to periodic adjustment, and, so long as White & Case charges its standard hourly rates in effect at the time, the Debtors consent to White & Case's periodic rate increases.

**Cost Supervision**

13. The Debtors recognize that in large chapter 11 cases such as these it is possible that there may be unforeseen fees and expenses that will need to be addressed by the Debtors and White & Case. The Debtors also recognize that it is their responsibility to closely monitor the billing practices of White & Case and the Debtors' other professionals to ensure that fees and expenses paid by the estates remain consistent with the Debtors' expectations taking into account the exigencies and other circumstances of these chapter 11 cases. To that end, the Debtors will continue to review and monitor the regular invoices submitted by White & Case.

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

Dated: February 13, 2026

/s/ David Barse  
David Barse  
Member  
Special Committee of the Board of Supervisors of Reception Holdings, L.P. and Boards of Managers of Reception Mezzanine Holdings, LLC and Reception Purchaser, LLC