UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

SG STONEGATE ASSET COMPANY I, LLC, a Delaware limited liability company,

No. 1:25-cv-07909

Plaintiff,

Hon. Manish S. Shah

v.

GSC ENTERPRISES, INC., a California corporation, *et al.*,

Defendants.

ORDER GRANTING RECEIVER'S THIRD MOTION TO REJECT CERTAIN REAL PROPERTY LEASES

This matter coming before the Court upon the motion ("Motion")¹ of Matthew Brash of Newpoint Advisors Corporation, not individually, but solely in his capacity as receiver ("Receiver") in the above-captioned action, for entry of an order: (i) approving the Receiver's election to reject the real property leases and licenses identified in Exhibit 1 to this Order (the "Leases") and (ii) establishing a October 10, 2025 bar date for each of the lessors to the Leases ("Lessors") to file any claim against the Receivership Estate related to the rejection of the Leases; the Court having determined that granting the relief requested in the Motion is in the best interests of the Receivership Estate; it appearing that due and proper notice of the Motion having been given and no other or further notice is necessary; IT IS HEREBY ORDERED THAT:

- 1. The Motion is granted as set forth herein.
- 2. The Receiver's election to reject the Leases is approved and each of the Leases shall be deemed rejected as of the dates set forth on **Exhibit 1** attached hereto.

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

- 3. **October 10, 2025** is fixed as the bar date for each Lessor to file any claim against the Receivership Estate related to the rejection of its Lease(s).
- 4. The Receiver shall serve a copy of this Order on each Lessor within two (2) business days of the entry of this Order.
- 5. For any proof of claim to be properly and validly filed, a signed original of such proof of claim, along with supporting documentation, must be filed either: (i) electronically via the Court's Electronic Case Filing System; or (ii) if such Lessor does not have counsel, in person or by mail so as to be actually received by the Clerk of the United States District Court for the Northern District of Illinois, 219 S. Dearborn Street, 20th Floor, Chicago, Illinois 60604, no later than 4:30 p.m. Central Time Prevailing on October 10, 2025.
- 6. Any proof of claim filed in person or by mail may be submitted only by way of personal hand delivery, messenger or courier service, or U.S. mail, postage prepaid. Facsimile submissions will not be accepted.
- 7. Any proof of claim shall be deemed filed at the time that it is actually received by the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division.
- 8. If any Lessor fails to file a proof of claim in accordance with this Order on or before October 10, 2025, it will be forever barred, estopped and enjoined from (a) asserting any such claim against the Defendants or the Receivership Estate, and (b) receiving a distribution on account of such claim from the Receivership Estate.
- 9. Notwithstanding anything in this Order to the contrary, nothing shall preclude the Receiver from objecting on any grounds to any claim filed by any Lessor. In addition, nothing in

this Order shall limit the Receiver's ability to subsequently assert that any particular Lease was no longer an unexpired lease as of the Appointment Date.

Dated: September 2, 2025

Chicago, Illinois

Honorable Manish S. Shah

United States District Court Judge

EXHIBIT 1

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Landlord	Tenant	Lease Agreement	Street	City	State	Туре	Rejection Date
Inter-Metro Properties of Georgia, LLC	GSC Logistics, Inc.	Office Lease Agreement	230 Fionnel Ave., Suite 108	Port Wentworth	GA	Office	7/15/2025. The Receiver is informed and believes that the Defendants returned possession to lessor prior to the receivership
Inter-Metro Properties of Georgia, LLC	GSC Logistics, Inc.	Container Yard Lease Agreement	230 Fionnel Ave., 8 Parking Spaces	Port Wentworth	GA	Parking	7/15/2025. The Receiver is informed and believes that the Defendants returned possession to lessor prior to the receivership
M-P-S Properties, Inc.	MacMillan-Piper, Inc.	Lease Agreement	1509 Taylor Way	Tacoma	WA	Facility	8/8/2025. Upon information and belief, Pasha entered into a new lease with the Lessor. The previous lease rejection order [ECF No. 99] referenced the incorrect address of the leased premises.
Yusen Logistics (Americas) Inc.	GSC Logistics, Inc.	License Agreement	2901 Taylor Way	Tacoma	WA	Parking Spaces	7/15/2025. The Receiver is informed and believes that this license was terminated prior to the receivership.
Yusen Logistics (Americas) Inc.	GSC Logistics, Inc.	License Agreement	1202 Taylor Way	Tacoma	WA	Parking Spaces	7/15/2025. The Receiver is informed and believes that this license was terminated prior to the receivership.
Rick Ramsey	GSC Transport, Inc.	Lease Agreement	38th St. E.	Tacoma	WA	Yard	7/15/2025. The Receiver is informed and believes that the premises was vacated prior to the receivership.