

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
GST, INC., ¹	)	Case No. 25-12188 (KBO)
)	
Debtor.	)	Objections Due: Jan. 23, 2026 at 4:00 p.m. (ET)
	)	Hearing Date: Feb. 2, 2026 at 11:00 a.m. (ET)

**MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING DEBTOR TO
RETAIN FORCE TEN PARTNERS, LLC/FORCE TEN ADVISORS, LLC
TO PROVIDE NICHOLAS RUBIN AS CHIEF RESTRUCTURING OFFICER
AND ADDITIONAL PERSONNEL, AS NECESSARY, EFFECTIVE AS OF THE
PETITION DATE; (II) APPROVING THE ENGAGEMENT AGREEMENT;
AND (III) GRANTING RELATED RELIEF**

GST, Inc., as debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (this “Chapter 11 Case”), hereby submits this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”), authorizing the Debtor to employ and retain Force Ten Advisors, LLC d/b/a Force 10 and Force 10 Partners (“Force 10”)² to provide the Debtor with Nicholas Rubin as the Debtor’s Chief Restructuring Officer (“CRO”) and additional personnel to support the Debtor and the CRO, pursuant to and in accordance with that certain Engagement Agreement dated December 4, 2025 (the “Agreement”) attached hereto as Exhibit B, and as otherwise set forth in this Motion, with such employment and retention effective as of December 11, 2025 (the “Petition Date”) through

¹ The last four digits of the Debtor’s taxpayer identification number are 1002. The Debtor’s corporate headquarters and service address is 322 Culver Boulevard, Suite 150, Playa Del Rey, CA 90293.

² The original engagement was between Force Ten Partners, LLC (referred to herein as “Force Ten Partners, LLC” or “Partners”) and the Debtor during the pre-petition period and the post-petition period through January 1, 2026. Partners completed a strategic investment transaction effective January 2, 2026, and the financial advisory group that has served the Debtor since the Debtor’s original engagement, which was operating out of Partners, is now operating out of Force Ten Advisors, LLC (*i.e.*, Force 10). Partners is an affiliate of Force Ten Advisors, LLC. The entity that will be providing services to the Debtor effective January 2, 2026, will be Force Ten Advisors, LLC, d/b/a Force 10 and Force 10 Partners. This Motion seeks approval of the Debtor’s employment of Partners for the post-petition period from the Petition Date through January 1, 2026, and approval of the Debtor’s employment of Force Ten Advisors, LLC effective as of January 2, 2026.

January 1, 2026 as to Partners, and effective as of January 2, 2026 as to Force 10, and granting related relief. In support of this Motion, the Debtor submits the Declaration of Nicholas Rubin (the “Rubin Declaration”) attached hereto as Exhibit C. In further support of the Motion, the Debtor respectfully represents as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this Chapter 11 Case and this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012.
2. Venue of this Chapter 11 Case and this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b), and pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtor consents to entry of a final order by this Court in connection with this Motion to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.
4. The statutory and legal predicates for the relief sought herein are sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rule 2016-1.

BACKGROUND

5. On December 11, 2025 (the “Petition Date”), the Debtor commenced a voluntary

case under chapter 11 of the Bankruptcy Code. The Debtor is authorized to continue to operate its business and manage its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. No statutory committee of unsecured creditors has been appointed by the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) and no trustee or examiner has been appointed in the Chapter 11 Case.

7. Additional factual background relating to the Debtor’s business, capital structure, and the commencement of this Chapter 11 Case is set forth in detail in the *Declaration of Nicholas Rubin in Support of the Debtor’s Chapter 11 Petition and First Day Motions* [D.I. 14].

RELIEF REQUESTED AND BASIS THEREOF

8. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtor requests entry of the Proposed Order (i) authorizing the Debtor to employ and retain Partners and Force 10, as applicable, in accordance with the terms and conditions of the Agreement, to provide the Debtor with Mr. Rubin as the Debtor’s CRO and additional personnel (the “Restructuring Personnel”), as necessary, effective as of the Petition Date, (ii) approving the terms and conditions of the Agreement, and (iii) granting related relief.

A. Qualifications of Force 10 and Mr. Rubin

9. Force 10 and Mr. Rubin are well qualified to provide the services outlined in the Agreement and this Motion in light of their extensive knowledge and expertise in chapter 11 cases, and their excellent reputation as restructuring professionals.

10. Force Ten Partners, LLC was originally engaged by the Debtor in September 2025 to provide certain financial advisory services and assist the Debtor in connection with creditor negotiations, pursuant to an engagement agreement dated September 13, 2025, which provided

that “[s]hould an insolvency proceeding become necessary, further services by Force 10 will be governed by a separate engagement letter.” On or around December 4, 2025, the Debtor and Partners entered into the Agreement that is the subject of this Motion, and as of December 4, 2025, Partners was engaged by the Debtor to provide executive and restructuring services, including to provide Mr. Rubin to the Debtor to serve as CRO for the Debtor. Partners completed a strategic investment transaction effective January 2, 2026, and the financial advisory group which has served the Debtor since September 2025 is now operating out of Force Ten Advisors, LLC (*i.e.*, Force 10). Partners is an affiliate of Force 10.

11. The Debtor submits that the successful administration of this Chapter 11 Case requires the services of the CRO and Force 10 as provided in the Agreement. Force 10 and Mr. Rubin have extensive experience providing CRO services and providing restructuring advisory services in bankruptcy matters, including acting as CRO, independent director, or financial advisor to debtors and other constituencies in chapter 11 bankruptcy cases.

12. Mr. Rubin has approximately twenty (20) years of experience providing financial advisory, restructuring and turnaround services and has advised companies across a diverse range of industries. He has assisted clients both inside and outside of chapter 11 in addressing a variety of financial, accounting, operational, liquidity, and leverage issues. Recent bankruptcy cases in which Mr. Rubin has served as CRO include *In re Fu Bang Group Corp. USA*, Case No. 25-13004 (Bankr. C. D. Cal. May 7, 2025); *In re Adelaida Cellars, Inc.*, Case No. 24-11409 (Bankr. C. D. Cal. Dec. 13, 2024); *In re Reliant Life Shares, LLC*, Case No. 24-11695 (Bankr. C. D. Cal. Oct 7, 2024); *In re Contour Propco 1735 S. Mission LLC*, Case No. 23-12081 (Bankr. D. Nev. May 23, 2023); *In re Rubio's Restaurants, Inc.*, Case No. 20-12688 (MFW) (Bankr. D. Del. Oct 26, 2020);

In re Alpha Guardian, a Nevada Corp., Case No. 20-11016 (Bank. D. Nev. Feb. 24, 2020); and *In re Pacific Mortgage Exchange*, Case No. 17-15082 (Bank. C. D. Cal. Jul. 13, 2017).

13. On December 4, 2025, Force Ten Partners, LLC (and now, Force Ten Advisors, LLC) was retained by the Debtor as a restructuring advisor to provide Mr. Rubin as the Debtor's CRO and Restructuring Personnel, as necessary, to, among other things: (a) manage the Debtor's restructuring efforts, (b) manage the Debtor's efforts to reorganize its assets and liabilities for the benefit of the Debtor's respective stakeholders, including, without limitation, authorizing the CRO to administer and carry out the Debtor's duties as a debtor-in-possession, and (c) such other duties as directed by the Debtor's Board of Directors and agreed to by the CRO. While Mr. Rubin has served as CRO of GST since December 4, 2025, Mr. Rubin and Force 10 have been involved with the Debtor's restructuring efforts and negotiations with creditors since September 2025, as discussed above.

14. Since being engaged, Force Ten Partners, LLC (and now Force 10) and Mr. Rubin have, among other things, managed the restructuring affairs of the Debtor, evaluated and commenced the development of restructuring plans and other strategic alternatives for maximizing the value of the Debtor and its assets, reviewed and familiarized themselves with the Debtor's debt structure, day-to-day operations, business and financial affairs, books and records, corporate structure, vendors, service providers and lenders.

15. Since the Petition Date, the CRO and certain Restructuring Personnel have continued to expend significant time and resources in connection with administering this Chapter 11 Case and managing the Debtor's business affairs, including assisting the Debtor in connection with preparing case documents and pleadings, engaging in communications with the Debtor's secured creditor, negotiating a post-petition loan facility, attempting to solicit interest

from third parties in providing financing to the Debtor, working with the Debtor to develop a post-petition operating budget and develop a reorganization framework as expeditiously as possible, and positioning the Debtor for future growth. Accordingly, Force 10 and Mr. Rubin have developed extensive knowledge and understanding of the Debtor's financial affairs and are best situated to continue to assist the Debtor in successfully administering this Chapter 11 Case.

B. Professional Services to be Rendered by Force 10 and Mr. Rubin

16. As set forth in, and subject to the terms of, the Agreement, Force 10 has agreed to provide to the Debtor "Executive Services" and "Restructuring Services" consisting of, among other services, the following:

- (a) Force 10 shall provide Mr. Rubin to the Company to serve as the CRO for the Debtor. The CRO will work under the direction of, and report to, the Directors of the Debtor to: (i) manage the Debtor's restructuring efforts; (ii) manage the Debtor's efforts to reorganize its assets and liabilities for the benefit of its stakeholders, including, without limitation, authorizing the CRO to administer and carry out the Debtor's duties as a debtor-in-possession, if applicable; and (iii) such other duties as directed by the Directors and agreed to by the CRO;
- (b) The CRO, and Force 10 in aid of the CRO, will seek to utilize the Debtor's employees to efficiently provide the following Restructuring Services, as appropriate:
 - (i) Manage the affairs of the Debtor, supervise the Debtor's professionals, and provide periodic reports to the Directors;
 - (ii) Oversee the Debtor's restructuring efforts;
 - (iii) Seek to maximize the value of the Debtor and its assets through debtor-in-possession financing, refinancing, reorganization, restructuring, recapitalization, sale, or a combination of the foregoing;
 - (iv) Assist legal counsel and the Debtor in executing the Debtor's restructuring efforts;
 - (v) Assist in connection with motions, responses, or other court activity as directed by legal counsel;

- (vi) Prepare periodic financial reporting as required by the Bankruptcy Court;
- (vii) Prepare or supervise the preparation of budgets, monthly operating reports, cash flow variance reports, schedules of assets and liabilities, statements of financial affairs, and other financial analysis or reporting;
- (viii) Evaluate and develop restructuring plans and other strategic alternatives for maximizing the value of the Debtor and its assets. The CRO, in coordination with the Debtor's other professionals, may recommend various plans and strategic alternatives from time to time, and upon receipt of the Directors' approval of a proposed course of action, the CRO shall use commercially reasonable efforts to attempt to implement such course of action, subject, as applicable, to the approval of the Court;
- (ix) Assist in negotiations with the Debtor's creditors; and
- (x) Prepare and offer declarations, reports, depositions, and testimony.

17. Additionally, the CRO expects to, among other things, participate in meetings and provide support to the Debtor and its professionals in responding to information requests, communicating with and/or negotiation with lenders, official committees of unsecured creditors, vendors, customers, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), other parties in interest, and professionals hired by the same; identify executory contracts and unexpired leases and perform analyses of the financial impact of the assumption or rejection of each, as necessary; advise senior management and the board of directors in the development, negotiation, and implementation of restructuring initiatives and evaluation of strategic alternatives; oversee and manage a court-approved sale process including (i) oversight of any proposed investment banker, (ii) developing materials and documents for potential investors' and/or lenders' review, (iii) assisting the Debtor with the preparation of due diligence materials, (iv) assisting with the evaluation of proposals received, and (v) working with the Debtor and

counsel to the Debtor to prepare and support transaction agreements and related motions; prepare information and analysis necessary for the confirmation of a plan of reorganization, including information contained in the disclosure statement such as a liquidation analysis, if applicable; assist in implementing a chapter 11 plan of reorganization, if applicable; render testimony, as requested, about the matters regarding which Force 10 and its personnel are providing services; and provide such other restructuring or advisory services as are consistent with the role of the CRO and/or the above-described services, requested by the Debtor or counsel to the Debtor, that are not duplicative of services provided by other professionals, and as agreed by Force 10.

18. Additionally, the Debtor intends to propose a chapter 11 plan of reorganization in this Chapter 11 Case, and concurrently, market its assets for a potential sale. Thus, the Debtor's ultimate exit from chapter 11 will involve a chapter 11 plan, a sale (or sales), or a combination of the foregoing. Force 10 and the CRO will assist the Debtor in connection with the marketing and sale of the Debtor's assets concurrently with assisting the Debtor to prepare and confirm a chapter 11 plan. Force 10 and Mr. Rubin have extensive experience assisting chapter 11 debtors in connection with the marketing and sale of assets and conducting a bidding, auction, and sale process in chapter 11 cases, and the Debtor believes that Force 10 and Mr. Rubin present the most efficient, expeditious, and effective option for the Debtor to conduct a marketing and sale process. Although the Debtor has allocated funds in its proposed 13-week budget for an "investment banker," it has done so solely for the purpose of maintaining optionality as and to the extent the Debtor ultimately determines to retain an investment banker in this Chapter 11 Case, or Mr. Rubin, with the approval of the Debtor's board, determines that additional resources are necessary to assist the Debtor in connection with conducting a sale process.

19. To address and handle the Restructuring Services, the CRO may utilize, through Force 10, additional personnel with appropriate professional experience.

20. The CRO shall act under the direction, control, and guidance of the Board of Directors and at its pleasure.

21. The CRO will continue to be engaged by Force 10 while rendering services to the Debtor. The CRO and Force 10 will continue to work on unrelated matters, which will not unduly interfere with services rendered under their engagement with the Debtor.

C. Professional Compensation

22. Force 10's customary hourly rates-subject to periodic adjustments (though the rates applicable to this matter will not be eligible for adjustment before January 1, 2027) for the professionals expected to work on this case are as follows:

Personnel Description	2025 Hourly Rate	2026 Hourly Rate
CRO	\$950	\$950
Partners	\$850-\$950	\$895-\$995
Managing Directors and Directors	\$550-\$795	\$595-\$795
Managers, Senior Associates, Associates, and Analysts	\$395-\$550	\$395-\$595
Other Staff	\$255-\$395	\$295-\$395

23. Such rates are subject to Force 10's customary annual adjustments. Notice of any such adjustment shall be provided to the Debtor in advance of its effectiveness. Force 10 may add or substitute personnel during the course of this Chapter 11 Case, in which case the substituted personnel will be billed at Force 10's customary hourly rates. In addition to compensation for services rendered by Force 10's professionals, Force 10 will seek reimbursement for reasonable

and necessary expenses incurred in connection with this Chapter 11 Case, including, but not limited to travel, meals, lodging, postage, telephone, document reproduction, computer charges and database access fees, and any reasonable fees and expenses of counsel, consultants, and advisors retained in connection with Force 10's engagement. All fees and expenses will be billed on a monthly basis.

24. The Debtor and Force 10 believe that the foregoing fee structure is fair, reasonable, market-based, and designed to fairly compensate Force 10 for its work and to cover necessary and reasonable expenses.

25. Other than as set forth herein or in the Agreement, there is no arrangement between the Debtor and Force 10 for compensation to be paid in this Chapter 11 Case.

26. Pre-petition, Partners received retainers from the Debtor totaling \$330,000, as follows: on October 21, 2025, Partners received \$30,000; on November 26, 2025, Partners received \$50,000, and on December 9, 2025, Partners received \$250,000. During the pre-petition period, Partners incurred fees and expenses totaling \$117,985.00 in connection with its engagements with the Debtor, and applied the pre-petition retainers to such fees and expenses, leaving a retainer balance of \$212,015.00 as of the Petition Date which shall constitute Force 10's remaining retainer for this Chapter 11 Case.

27. Upon Court approval of this Motion, Force 10 will be employed in this Chapter 11 Case pursuant to section 363 of the Bankruptcy Code, and not as a professional under section 327 of the Bankruptcy Code. Accordingly, Force 10 shall not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code.

28. In order to comply with the U.S. Trustee's protocol for the retention of personnel under section 363 of the Bankruptcy Code (*i.e.*, the "J. Alix Protocol"), Force 10 will file with the

Court and serve on the U.S. Trustee, counsel to the DIP lender, and counsel to any official committee of unsecured creditors appointed in this case a report on staffing by the 20th day of each month for the prior month. The reports will provide the names and tasks performed by the CRO and Additional Personnel as set forth in paragraph 2(c) of the Proposed Order. Parties in interest shall have a period of fourteen (14) days from the date of the filing of such a notice to object to the fees and expenses disclosed in such staffing report. The staffing reports will be subject to Court approval in the event of an objection thereto.

D. Indemnification and Limitations on Liability

29. The Agreement contains standard, market-based indemnification and liability limitation provisions negotiated between the Debtor and Force 10 at arms'-length, including that the Debtor shall indemnify and hold harmless the CRO to the greatest extent provided in the Debtor's organizational documents for indemnifying any other officer of the Debtor, and the Debtor shall indemnify and hold harmless Force 10 and each of Force 10's personnel, including the CRO, together with its officers, members, partners, directors, employees and agents from and against any losses, claims, damages and liabilities, joint or several, as set forth in the Agreement.

As set forth in the Proposed Order, Force 10 has agreed that:

- (a) There shall be no indemnification of Force 10 or its affiliates; and
- (b) The Debtor may indemnify those persons, and only those persons, serving as executive officers on the same terms as provided to the Debtor's other officers and directors under the Debtor's corporate bylaws and applicable state law, along with insurance coverage under the Debtor's D&O policies.

30. The Debtor believes that the indemnification provisions and limitations on liability, as modified by the Proposed Order, are fair and reasonable, and are the product of good faith, arms'-length negotiations between sophisticated parties. Moreover, the Debtor believes that such

provisions are comparable to those routinely approved by bankruptcy courts, particularly considering the modifications set forth in the proposed order.

E. Force 10's and Mr. Rubin's Disinterestedness

31. In connection with its proposed retention by the Debtor in this Chapter 11 Case, Force 10 evaluated, and continues to evaluate, whether it has any relationships with any parties in interest in this Chapter 11 Case.

32. To the best of the Debtor's and Force 10's knowledge, information, and belief, and except to the extent disclosed herein and in the Rubin Declaration, Force 10: (i) does not hold or represent an interest adverse to the Debtor's estate; and (ii) has no connection to the Debtor, its creditors, or other parties in interest, or the attorneys or accountants of any of the foregoing, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee.

33. Although the retention of Force 10 is not governed by section 327(a) of the Bankruptcy Code, the Debtor attaches the Rubin Declaration, which discloses, among other things, any relationship that Force 10 has with the Debtor, its significant creditors, or other significant parties in interest known to Force 10. The list of the parties included in Force 10's search and any relationships identified thereby are set forth in Schedule 1 and Schedule 2, respectively, to the Rubin Declaration. Based upon the Rubin Declaration, the Debtor does not believe that Force 10 has any conflicts of interest or a material adverse interest to the Debtor. In addition, as set forth in the Rubin Declaration, if any new material facts or relationships are discovered or arise, Force 10 will provide the Court with a supplemental declaration.

34. As discussed above, Force Ten Partners, LLC was originally engaged by the Debtor in September 2025 to provide certain financial advisory and related services to the Debtor. That agreement contemplated that, in the event of an insolvency proceeding, services provided by

Force Ten Partners, LLC would be subject to a new agreement with the Debtor. In December 2025, the Debtor and Force Ten Partners, LLC entered into the Agreement, pursuant to which Force Ten Partners, LLC, and effective as of January 2, 2026, Force Ten Advisors, LLC, is providing Executive and Restructuring services to the Debtor as provided in the Agreement and herein. Effective as of January 2, 2026, the financial advisory group that was operating out of Force Ten Partners, LLC is now operating out of Force Ten Advisors, LLC (i.e., Force 10). Force Ten Partners, LLC is an affiliate of Force Ten Advisors, LLC. The conflicts check which Force 10 has performed included all affiliates that would be involved in the structural change.

35. Additionally, Force Ten Partners, LLC (and now Force 10) and Mr. Rubin have worked with and may currently be working with, the Debtor's proposed lead bankruptcy counsel, Levene, Neale, Bender, Yoo & Golubchik L.L.P. ("LNYG"), in other matters. Moreover, Mr. Rubin and David B. Golubchik, who is the lead attorney at LNYG handling this Chapter 11 Case, are social acquaintances. Additionally, and for example, the Debtor's secured creditor Winners Alliance, Inc. is represented by the Raines Feldman Littrell LLP and attorney Hamid R. Rafatjoo of Raines Feldman Littrell LLP. Force Ten Partners, LLC (and now Force 10) and Mr. Rubin have worked with and are currently working with Raines Feldman Littrell LLP and Mr. Rafatjoo in other cases, in which Force Ten Partners, LLC (and now Force 10) and Raines Feldman Littrell LLP represent/represented the same client or clients whose interests were not adverse. Mr. Rubin and Mr. Rafatjoo are also social acquaintances. Additionally, Mr. Rafatjoo's son, Nicholas Rafatjoo, is employed as an Associate at the 5271 California Avenue, Irvine, California office of Force Ten Partners, LLC (and now Force 10). Nicholas Rafatjoo does not and will not work on any matters connected to this case. Additionally, Force 10 and Mr. Rubin may in the future work with these parties in other cases. Finally, Rudy Freeman, an Independent

Director of the Debtor, is a Managing Director and Head of Legal Affairs at Corbel Capital Partners (an investment firm in Los Angeles) and has a social relationship with Mr. Rubin, the Debtor's proposed CRO. Mr. Rubin also serves as a fiduciary for various portfolio companies affiliated with Corbel Capital Partners. The Debtor and Force 10 make these disclosures and provide these examples solely out of an abundance of caution and do not believe any conflict exists with respect to Force 10's services to the Debtor.

36. To the extent that Force 10 discovers any connections with any interested party or enters into any new relationships with any interested party, the Debtor understands that Force 10 will promptly supplement its disclosures to the Court.

F. No Duplication of Service

37. Force 10 is aware that the Debtor seeks to retain LNYBG and Reed Smith LLP as its bankruptcy counsel, has retained Stretto as its claims and noticing agent, and may retain additional professionals during this Chapter 11 Case. Force 10 will work cooperatively and collaboratively with, without duplication of services of, the other professionals, and to integrate any respective work performed by Force 10 on behalf of the Debtor with the work performed by other professionals of the Debtor.

G. Force 10's Retention Should be Made Effective as of the Petition Date

38. The Debtor respectfully requests that Force 10's retention be made effective as of the Petition Date (with the retention as of the Petition Date through January 1, 2026 consisting of the Debtor's retention of Force Ten Partners, LLC, and consisting of Force Ten Advisors, LLC effective as of January 2, 2026) in order to allow Partners/Force 10 to be compensated for the work performed for the Debtor as of and following the date retained and prior to the Court's consideration and approval of this Motion. Due to the unique and complex nature of this

Chapter 11 Case, as well as the significant efforts Partners/Force 10 needed to expend in connection with this Chapter 11 Case, there was an immediate need for Partners/Force 10 to perform services for the Debtor. The Debtor submits that under the circumstances, and to avoid the irreparable harm to the Debtor's estate that may occur if Partners/Force 10 is not immediately retained, retroactive approval to the Petition Date is warranted. *See, e.g., F/S Airlease II, Inc. v. Simon (In re F/S Airlease II, Inc.),* 844 F.2d 99, 103 (3d Cir. 1988), *cert. denied,* 488 U.S. 852 (1988); *Indian River Homes, Inc. v. Sussex Tr. Co.,* 108 B.R. 46, 51 (D. Del. 1989).

BASIS FOR REQUESTED RELIEF

A. Employment of Force 10 Pursuant to Section 363 of the Bankruptcy Code is Appropriate and Critical to the Debtor's Reorganization Efforts

39. The J. Alix Protocol is the established procedure for hiring a restructuring firm to conduct a chapter 11 case, as approved by the courts.

40. 11 U.S.C. §363(b)(1) provides, in relevant part, that a debtor in possession “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, pursuant to 11 U.S.C. § 105(a), the “court may issue any order, process, or judgment that is necessary to carry out the provisions of this title.” 11 U.S.C. § 105(a).

41. Under applicable case law, if a debtor's proposed use of its assets pursuant to 11 U.S.C. §363(b) represents a reasonable business judgment on the part of the debtor, such use should be approved. *See, e.g., Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.),* 722 F.2d 1063, 1070 (2d Cir. 1983) (requiring an “articulated business justification”); *Myers v. Martin (In re Martin),* 91 F.3d 389, 395 (3d Cir. 1996) (noting that under normal circumstances, the court defers to the trustee's judgment so long as there is a “legitimate business justification”); *In re Del. & Hudson R. R. Co.,* 124 B.R. 169, 176 (D. Del. 1991) (courts have applied the “sound

business purpose" test to evaluate motions brought pursuant to section 363(b)). Courts have applied the section 363(b) standard when a debtor employs one or more individuals to serve as restructuring officers or managers. *See In re Tokheim Corp.*, Case No. 02-13437 (Bankr. D. Del. Feb. 25, 2003).

42. The retention of corporate officers and other temporary employees, therefore, is proper under 11 U.S.C. § 363. Various courts have authorized retention of officers utilizing this provision of the Bankruptcy Code. *See, e.g., In re Fremont General Corp.*, Case No. 8:08-bk-13421-ES (Bankr. C.D.Cal. June 18, 2008); *In re PRC, LLC*, Case No. 08-10239 (MG) (Bankr. S.D.N.Y. Feb. 27, 2008); *In re Bally Total Fitness of Greater NY, Inc.*, Case No. 07-12395 (BRL) (Bankr. S.D.N.Y. Aug. 1, 2007); *In re Dana Corp.*, Case No. 06-10354 (BRL) (Bankr. S.D.N.Y. Mar. 6, 2006); *In re Penn Traffic Company*, Case No. 03-22945 (ASH) (Bankr. S.D.N.Y. May 30, 2003); *In re Acterna Corp.*, Case No. 03-12837 (BRL) (Bankr. S.D.N.Y. May 6, 2003); *In re Fedders North America, Inc.*, (Case No. 07-11176) (BLS) (Bankr. D Del. Sept. 19, 2007); *In re MediCor Ltd.*, (Case No. 07-10877) (MFW) (Bankr. D. Del. Aug. 24, 2007); *In re Radnor Holdings Corporation*, (Case No. 06-10894) (PJW) (Bankr. D. Del. Sept. 21, 2006); *In re Exide Technologies, Inc.*, (Case No. 02-11125) (JCA) (Bankr. D. Del. May 10, 2002).

43. The employment of Force 10 is a sound and legitimate exercise of the Debtor's business judgment pursuant to Bankruptcy Code section 363. Force 10 is a highly experienced and well-regarding advisory firm whose expertise and resources are necessary to the Debtor's reorganization efforts and the efficient and effective administration of this Chapter 11 Case. Force 10 and Mr. Rubin are essential to the Debtor's efforts to obtain post-petition financing, administer this Chapter 11 Case, assisting the Debtor with complying with all of its reporting and

other obligations as debtor-in-possession, managing day-to-day affairs, and leading a comprehensive restructuring effort involving hundreds of creditors.

44. The employment of Force 10 and Mr. Rubin would ensure that the Debtor has the resources and restructuring expertise and team to successfully navigate the bankruptcy process, negotiate with creditors, develop a chapter 11 plan of reorganization and situate the Debtor in the best position possible to preserve and maximize the Debtor's value for the benefit of all stakeholders, as well as to position the Debtor for long-term success and growth. Particularly considering that it is the Debtor's intention to administer its chapter 11 case as efficiently as possible without delay, and propose and attempt to confirm a chapter 11 plan, or a sale/sales, or a combination of the foregoing, in an expeditious manner, the employment of Force 10 and Mr. Rubin is critical. Absent the services of Force 10 and Mr. Rubin, the Debtor would be forced to identify and engage an alternative restructuring officer to assist the Debtor, which will severely impair the Debtor's prospects for reorganization. Accordingly, the Debtor requests that the Court grant this Motion and approve the Agreement.

REQUEST FOR WAIVER OF BANKRUPTCY RULE 6004(h)

45. The Debtor requests a waiver of the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h) so that the relief requested in this Motion can take effect immediately upon entry of an order approving this Motion, which will enable Force 10 and Mr. Rubin to continue to provide services to the Debtor without any delay.

NOTICE

46. The Debtor will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel for the DIP lender; (c) the holders of the 20 largest claims against the Debtor or the official committee of unsecured creditors if one is appointed; and

(d) all parties who have requested notice in the chapter 11 cases pursuant to Local Rule 2002-1.

The Debtor respectfully submits that, in light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as is appropriate.

Dated: January 8, 2026,
Wilmington, Delaware

Respectfully submitted,

REED SMITH LLP

By: /s/ Jason D. Angelo

Kurt F. Gwynne (No. 3951)
Jason D. Angelo (No. 6009)
Gabrielle A. Colson (No. 7179)
1201 North Market Street, Suite 1500
Wilmington, DE 19801
Telephone: (302) 778-7500
Facsimile: (302) 778-7575
Email: kgwynne@reedsmit.com
Email: jangelo@reedsmit.com

- and -

David B. Golubchik, Esq. (admitted *pro hac vice*)
Krikor J. Meshefian, Esq. (admitted *pro hac vice*)
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.

2818 La Cienega Avenue
Los Angeles, CA 90034
Telephone: (310) 229-1234
Facsimile: (310) 229-1244
Email: dbg@lnbyg.com
Email: kjm@lnbyg.com

Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT A

Proposed Form of Order

(Attached)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
)	
GST, INC., ³	)	Case No. 25-12188 (KBO)
)	
Debtor.	)	Ref. Docket No. _____
)	

**ORDER GRANTING MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING
DEBTOR TO RETAIN FORCE TEN PARTNERS, LLC / FORCE TEN ADVISORS,
LLC TO PROVIDE NICHOLAS RUBIN AS CHIEF RESTRUCTURING OFFICER
AND ADDITIONAL PERSONNEL, AS NECESSARY, EFFECTIVE AS OF THE
PETITION DATE; (II) APPROVING THE ENGAGEMENT AGREEMENT; AND
(III) GRANTING RELATED RELIEF**

Upon the Motion⁴ of the above-captioned Debtor for an order authorizing and approving the retention and employment of Force Ten Advisors, LLC (“Force 10”) and Force Ten Partners, LLC (“Partners”) in accordance with the terms and conditions of the Agreement and the Motion to provide the Debtor with Nicholas Rubin as the Debtor’s Chief Restructuring Officer (“CRO”) and Restructuring Personnel, as necessary, effective as of the Petition Date through January 1, 2026 with respect to Partners, and effective January 2, 2026 with respect to Force 10, (ii) approving the terms and conditions of the Agreement, and (iii) granting related relief, and upon consideration of the Rubin Declaration; and it appearing that no other or further notice is required; and it appearing that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and it appearing that

³ The last four digits of the Debtor’s taxpayer identification number are 1002. The Debtor’s corporate headquarters and service address is 322 Culver Boulevard, Suite 150, Playa Del Rey, CA 90293.

⁴ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that the venue of this Chapter 11 Case and this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the relief requested in the Motion being in the best interest of the Debtor's estate, its creditors and other parties-in-interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein, with the employment and retention of Partners and the CRO effective as of December 11, 2025, and the retention of Force 10 effective as of January 2, 2026.

2. The Debtor is authorized to engage Partners/Force 10 to provide Mr. Rubin as CRO and the Restructuring Personnel to perform the services described in the Motion effective as of the Petition Date, as applicable, subject to the following terms, which apply notwithstanding anything in the Motion or any exhibits related thereto (including, but not limited to, the Agreement) to the contrary:

- a. Force 10 and its affiliates shall not act in any other capacity other than as set forth in the Agreement and the Motion in connection with the Chapter 11 Case.
- b. In the event the Debtor seeks to have Force 10 personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the Agreement or the Motion, by either (i) modifying the functions of the personnel, or (ii) adding new personnel, (iii) altering or expanding the scope of the Agreement or the Motion, a motion to modify the retention shall be filed.
- c. Partners/Force 10, as applicable, shall file with the Court, with copies to the U.S. Trustee, counsel to the DIP lender, and counsel to any official committee of unsecured creditors appointed in this Chapter 11 Case a monthly report of staffing on the engagement for the previous month. Such reports shall contain summary charts that describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. Time records shall (i) be appended to the reports, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where personnel are providing services at an hourly rate, the time entries shall

identify the time spent completing each task in one-hour increments and the corresponding charge (time multiplied by hourly rate) for each task; where personnel are providing services at a “flat” rate, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed.

- d. No principal, employee or independent contractor of Force 10 or its affiliates shall serve as a director of the Debtor during the pendency of this Chapter 11 Case.
- e. Success fees, transaction fees, or other back-end fees shall be approved by the Court at the conclusion of the Chapter 11 Case on a reasonableness standard and are not being pre- approved by entry of this Order. No success fee, transaction fee, or back-end fee shall be sought upon conversion of the Chapter 11 Case, dismissal of the Chapter 11 Case for cause, or appointment of a trustee.
- f. There shall be no indemnification of Force 10 or its affiliates.
- g. For a period of three (3) years after the conclusion of the engagement, neither Force 10 nor any of its affiliates shall make any investments in the Debtor or the Reorganized Debtor.
- h. The Debtor may indemnify those persons, and only those persons, serving as executive officers on the same terms as provided to the Debtor’s other officers and directors under the Debtor’s corporate bylaws and applicable state law, along with insurance coverage under the Debtor’s D&O policies.

3. Force 10 shall disclose any and all facts that may have a bearing on whether the firm, its subsidiaries, certain of its affiliates, and/or any individuals working on the engagement hold or represent any interest materially adverse to the Debtor, its creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.

4. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof, and notice of the Motion as provided therein shall be deemed good and sufficient pursuant to the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

5. To the extent this Order is inconsistent with the Agreement, the terms of this Order shall govern.

6. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

7. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Engagement Agreement

(Attached)



5271 California, Suite 270
Irvine, California 92617
Force10partners.com
(949) 357-2360

December 4, 2025

GST, Inc.
c/o Stephen Gera, Authorized Agent
322 Culver Boulevard, Suite #150
Playa Del Rey, CA 90293

Re: Force Ten Partners, LLC — Engagement Agreement

Dear Mr. Gera,

We appreciate the opportunity to work with GST, Inc., a Delaware Corporation (the “Company”). This Engagement Agreement (“Agreement”) confirms and sets forth the terms and conditions of the engagement between the Company and Force Ten Partners, LLC (“Force 10”) regarding the scope of the services to be performed by Force 10 (the “Engagement”) and the basis of compensation for those services.

1. Description of Services.

(a) Executive Services – Chief Restructuring Officer. During the term of this Engagement, Force 10 shall provide Nicholas Rubin to the Company to serve as chief restructuring officer (“CRO”) for the Company. If Nicholas Rubin is unable to serve as CRO, Force 10 and the Company will work collaboratively to select a replacement CRO. The CRO will work under the direction of, and report to, the Board of Directors (the “Directors”) of the Company to: (i) manage the Company’s restructuring efforts; (ii) manage the Company’s efforts to reorganize their assets and liabilities for the benefit of their respective stakeholders, including, without limitation, authorizing the CRO to administer and carry out the Company’s duties as a debtor-in-possession, if applicable; and (iii) such other duties as directed by the Directors and agreed to by the CRO.

(b) Restructuring Services. Nicholas Rubin, as CRO, and Force 10 in aid of the CRO, will seek to utilize the Company’s employees to efficiently provide the following services (“Restructuring Services”), as appropriate:

- (i) Manage the restructuring affairs of the Company, supervise the Company’s professionals and provide periodic reports to the Directors;
- (ii) Assist legal counsel and the Company in executing the Company’s restructuring efforts;
- (iii) Assist in connection with motions, responses, or other court activity as directed by legal counsel;
- (iv) Evaluate and develop restructuring plans and other strategic alternatives for maximizing the value of the Company and its assets. The CRO, in coordination with the Company other professionals, may recommend various plans and strategic alternatives from time to time, and upon receipt of the Directors’ approval of a proposed course of action, the CRO shall use commercially reasonable efforts to attempt to implement such course of action, subject, as applicable, to the approval of any court of competent jurisdiction;

(v) Assist in negotiations with the Company's creditors and the Company's efforts to manage accounts payable and accounts receivable; and

(vi) Prepare and offer declarations, reports, depositions, and testimony.

(c) Additional Personnel. To address and handle the Restructuring Services, the CRO may utilize, through Force 10, additional personnel with appropriate professional experience.

(d) Reporting. The CRO shall act under the direction, control, and guidance of the Board of Directors pleasure.

(e) Force 10 Personnel. The CRO will continue to be engaged by Force 10 while rendering services to the Company. The CRO and Force 10 will continue to work on unrelated matters, which will not unduly interfere with services rendered under this Engagement.

(f) Reliance. The Company shall use commercially reasonable efforts to: (i) provide the CRO and Force 10 and its personnel with access to management and other representatives of the Company; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that such personnel reasonably request in connection with the services to be provided under this Engagement. The CRO, Force 10 and its personnel may rely, without further independent verification, on the accuracy and completeness of all information that is furnished by or on behalf of a Company or otherwise reviewed by such personnel in connection with the services to be provided under this Engagement. The Company acknowledges and agrees that the CRO and Force 10 and its personnel are not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. The CRO and Force 10 and its personnel are under no obligation to update data submitted to them.

(g) Projections. You understand that the services to be rendered by the CRO and Force 10 and its personnel may include the preparation of projections and other forward-looking statements, and that numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections and other forward-looking statements. Also, you understand that the CRO and Force 10 and its personnel will be relying on information provided by the Company, its management, employees, and other professionals, in preparation of those projections and other forward-looking statements.

(h) Limitations of Duties.

(i) Neither the CRO nor Force 10 nor any of its personnel make any representations or guarantees that the goals of this Engagement will be achieved, that a restructuring will be realized, or that any plan or strategic alternative recommended or implemented by the CRO and Force 10 or any of its personnel will be more successful than any other possible proposals or strategic alternatives.

(ii) Neither the CRO nor Force 10 shall be deemed to be the employer (or co-employer with any Company) of any of the Company's employees, and shall not have the power to fire, hire, or promote any of the Company's employees or sign any checks payable to the employees. The Company's employees shall at all times be and remain exclusively employees of the Company that employs it.

(iii) Neither the CRO nor Force 10 nor any of its personnel shall have a role in decisions related to the Company's employees' wages, hours and days of work, employee policies, employee record maintenance, business expense reimbursements, wage statements, wage penalties, employee classification as independent contractors or exempt employees, or any other condition of employment. These responsibilities are retained by the Company.

(iv) Neither the CRO nor Force 10 nor any of its personnel assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any Transaction. Force 10 and its personnel shall only be responsible for the implementation of the proposals approved by the Board and only to the extent and in the manner authorized by and directed by the Board.

(v) Neither the CRO nor Force 10 nor any of its personnel assume any responsibility for the Company's filings with Securities and Exchange Commission, NASDAQ, any other securities market, or any applicable regulator.

(i) Modifications. This Engagement is fluid, and the specific scope of services may change. In the event circumstances arise and the scope of requested services expands, Force 10 and the Board will consult with respect to amendments and modifications to this Engagement.

2. Compensation. In consideration of Force 10's acceptance of this Engagement, the Company agrees:

(a) Hourly Fees. To pay Force 10 for the hourly rate of its personnel engaged in providing services pursuant to the Engagement. The initial hourly rates agreed to for the Engagement are:

Partners	\$850-\$950
Managing Directors	\$650-\$795
Directors	\$550-\$650
Associate	\$495-\$550
Analyst	\$395-\$495
Other Staff	\$255-\$395

Force 10 generally adjusts its hourly rates on an annual basis, and the above rates reflect the current rates for the calendar year 2025. The CRO's hourly fee is \$950

(b) Expenses. The Company shall reimburse the CRO and Force 10 for their reasonable and documented out-of-pocket expenses incurred in connection with the Engagement, including travel, lodging, duplicating, computer research, messenger services, and telephone.

(c) Payment Terms. The Company shall pay Force 10's hourly fees and reimburse its expenses within ten (10) business days of the Boards receipt of an invoice for such services and itemized expenses.

(d) Retainer. As reasonably practicable after the execution of this Agreement, the Company shall pay Force 10 an advance payment retainer in the amount of \$250,000.00 Force 10 will deposit the retainer in its general account (and shall not be held in trust, escrow or otherwise held as security). Force 10 may apply the retainer to any amounts outstanding at the termination of this Engagement. Force 10 shall remit to the appropriate Company the remaining balance of the retainer following the termination of the Engagement and upon the satisfaction of all of the Company's obligations hereunder.

2. Term.

(a) The term of this Engagement shall commence as of the date set forth above and shall continue until the Engagement is completed unless terminated with or without cause by either the Company or Force 10 on thirty (30) days prior written notice, in which event all compensation and expenses owing to Force 10 through the date of such termination (including fees and expenses incurred prior to but invoiced after such termination) shall be immediately due and payable. All provisions of this Agreement setting forth rights or obligations that extend beyond the termination of the Agreement shall survive and shall continue to bind the parties.

(b) Force 10 may withdraw from this Engagement and terminate its obligations hereunder and the CRO and any other officers and/or managers of the Company may resign from their respective positions upon written notice to the Board if any of the Company make it unethical or unreasonably difficult for the CRO, Force 10 or its personnel to fulfill the terms of this Engagement or otherwise perform their duties under this Engagement.

3. No Audit. Force 10 and its personnel are not being requested to perform and are not agreeing to undertake an accounting audit, review, or compilation, or any other type of financial statement reporting

engagement that is subject to the rules of the American Institute of Certified Public Accountants, the Securities Exchange Commission, or any other state or national professional or regulatory body.

4. No Third-Party Beneficiary. The Company acknowledge that all advice and work product given by Force 10 or any of its personnel in connection with this Engagement is intended solely for the benefit and use of the Company, including its management and Board, in their capacities as such, in considering the matters to which this Engagement relates. Without Force 10's specific case-by-case written approval, the Company agree that the advice and any work product shall not be used for any other purpose and that they shall not be reproduced, disseminated, quoted or referred to other than for the exclusive purpose of accomplishing the tasks that are the subject matter of this Engagement during the term of this Engagement, except as otherwise required by law.

5. Conflicts. The CRO and Force 10 are not currently aware of any relationship that would create a conflict of interest with any of the Company or those parties-in-interest of which you have made us aware. Because the CRO is a financial consultant and independent fiduciary and Force 10 is a financial advisory and consulting firm that serves clients in numerous cases and industries, both in and out of court, it is possible that the CRO and/or Force 10 may have rendered services to or have business associations with other entities or people which had or have or may have relationships with any of the Company, including creditors of the Company. The CRO and Force 10 will not represent the interests of any such entities or people in connection with this matter.

6. Confidentiality. Force 10 and its personnel shall keep confidential all non-public information received from the Company in conjunction with this Engagement, except: (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings; or (iii) as reasonably required in the performance of this Engagement. All confidentiality obligations shall cease as to any part of such information that is or becomes public other than as a result of a breach of this provision.

7. Indemnification and Limitations on Liability.

(a) The Company shall indemnify and hold harmless the CRO to the greatest extent provided in their respective organizational documents for indemnifying any other officer of the Company. Furthermore, the Company shall indemnify and hold harmless Force 10 and each of its personnel, including the CRO, together with its officers, members, partners, directors, employees and agents (each an "Indemnified Party"), from and against any losses, claims, damages and liabilities, joint or several (collectively, the "Damages"), to which such Indemnified Party may become subject in connection with or otherwise relating to or arising from any services contemplated by this Engagement or performance of services by an Indemnified Party thereunder, including any liability to or on account of any employees of any Company, and will reimburse each Indemnified Party for all fees and reasonable and documented out-of-pocket expenses (including the fees and reasonable and documented out-of-pocket expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, whether or not such Indemnified Party is a formal party to such Proceeding; provided, however, that the Company will not be liable to any specific Indemnified Party to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from, the gross negligence or willful misconduct of such specific Indemnified Party seeking indemnification hereunder. No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company or any person asserting claims on behalf of Company's arising out of or in connection with any services contemplated by this Engagement or the performance of services by any Indemnified Party thereunder except to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from, the gross negligence or willful misconduct of the Indemnified Party.

(b) If for any reason other than in accordance with this Engagement, the foregoing indemnity is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless, the

Company agree to contribute to the amount paid or payable by an Indemnified Party as a result of such Damages (including all Expenses incurred) in such proportion as is appropriate to reflect the relative benefits to the Company's and/or its stakeholders or beneficiaries on the one hand, and Force 10 on the other hand, in connection with the matters covered by this Engagement and this Section 7 or, if the foregoing allocation is not permitted by applicable law, not only such relative benefits but also the relative faults of such parties as well as any relevant equitable considerations. The Company agree that for purposes of this paragraph the relative benefits to the Company's and/or its stakeholders or beneficiaries and Force 10 in connection with the matters covered by this Engagement and this Section 8 will be deemed to be in the same proportion that the total value paid or received or to be paid or received by Company's and/or its stakeholders or beneficiaries in connection with the Damages, bears to the fees paid to Force 10 under the Engagement; provided, however, that (a) in no event will the total contribution of all Indemnified Parties to all such Damages exceed the amount of fees actually received and retained by Force 10 under this Engagement (excluding any amounts received by Force 10 as reimbursement of expenses) and (b) the Company shall have no obligation to make any contribution to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the applicable Indemnified Party.

(c) The Company shall not enter into any waiver, release or settlement of any Proceeding (whether or not Force 10 or any other Indemnified Party is a formal party to such Proceeding) in respect of which indemnification may be sought hereunder without the prior written consent of Force 10 (which consent will not be unreasonably withheld), unless such waiver, release or settlement (i) includes an unconditional release of Force 10 and each Indemnified Party from all liability arising out of such Proceeding and (ii) does not contain any factual or legal admission by or with respect to any Indemnified Party or any adverse statement with respect to the character, professionalism, expertise or reputation of any Indemnified Party or any action or inaction of any Indemnified Party.

(d) If any Indemnified Party is entitled to indemnification under this Agreement with respect to any action or proceeding brought by a third party, the Company shall be entitled to assume the defense of any such action or proceeding with counsel reasonably satisfactory to the Indemnified Party. Upon assumption by the Company of the defense of any such action or proceeding, the Indemnified Party shall have the right to participate in such action or proceeding and to retain its own counsel but the Company shall not be liable for any legal expenses of other counsel subsequently incurred by such Indemnified Party in connection with the defense thereof unless (i) the Company have agreed to pay such fees and expenses, (ii) the Company shall have failed to employ counsel reasonably satisfactory to the Indemnified Party in a timely manner, or (iii) the Indemnified Party shall have been advised by counsel that there are actual or potential conflicting interests between the Company and the Indemnified Party, including situations in which there are one or more legal defenses available to the Indemnified Party that are different from or additional to those available to the Company; provided, however, that the Company shall not, in connection with any one such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties, except to the extent that local counsel, in addition to its regular counsel, is required in order to effectively defend against such action or proceeding.

(e) The CRO and any other officers or managers provided by Force 10 pursuant to this Engagement shall be insured as officers of the Company under the Company's director and officer liability insurance policies. The Company shall maintain director and officer liability insurance purchased by the Company and shall maintain such insurance and purchase an appropriate tail if the policies are to expire and not be replaced by substantially similar or better policies for the period through which claims can be made against such persons. At Force 10's request the Company shall acquire appropriate additional insurance solely insuring the CRO and any other officers or managers provided by Force 10.

(f) The provisions of this Section 8 are contractual obligations, and no change in applicable law or any of the Company's organizational documents, bylaws or any other agreement or

undertaking or insurance policy shall affect the CRO's, Force 10's or any of Force 10's personnel's rights under this Section.

8. Joint and Several Liability. Each Company and each of its subsidiaries hereby agrees that they are each jointly and severally liable to Force 10 for the Company's representations, warranties, covenants, liabilities and obligations as set forth in this Engagement. Force 10 and its personnel may seek to enforce, in their sole discretion, any of their respective rights and remedies against any Company and any of their subsidiaries in any order and at any time.

9. Limitations of Liability. If Force 10 or any of its personnel are otherwise in breach of or default under this Engagement, then the maximum liability of Force 10 and such personnel in the aggregate with respect to such breach or default shall be limited to an amount equal to the fees actually paid to Force 10 (excluding any amounts received by Force 10 as reimbursement of expenses) pursuant to this Engagement as of such date.

10. Successors and Assigns. This Engagement shall inure to the benefit of, and be binding upon, the Company and Force 10 and their respective successors and assigns. Neither party may assign its rights and/or obligations under this Engagement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to principles of conflicts of law. Any action arising from or related in any way to this Engagement shall be brought only in the Federal or state courts located in California or in a court of competent jurisdiction over any Company if such Company seeks chapter 11 protection.

12. Independent Contractor. Force 10 and its personnel serve as independent contractors to the Company pursuant to the terms of this Engagement. This Engagement does not create and shall not be construed to create a relationship of principal and agent, joint venture, co-partners, employer and employee or any similar relationship and the parties hereto expressly deny the existence of any such relationship.

13. No Attorney-Client Relationship or Provision of Legal Services. Certain Force 10 personnel, are attorneys. Neither this engagement nor any services provided by Force 10 or its personnel pursuant to this engagement shall give rise to an actual or imputed attorney-client relationship between any such attorney and any Company or its officers, directors, or principals. The Company agrees and acknowledges that neither it nor any of its officers, directors, or principals have any attorney-client relationship with any other personnel affiliated with Force 10. The Engagement of Force 10 is not an engagement of Force 10 to provide legal advice. The services provided by Force 10 and Force 10's personnel are business advice and do not constitute legal advice.

14. Miscellaneous. No amendment to this Engagement or waiver of any provision hereof will be binding unless set forth in a writing signed by the Company and Force 10. No failure or delay by a party in exercising any right, power or privilege hereunder will operate as waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The invalidity or unenforceability of any provision of this letter agreement will not affect the validity or enforceability of any other provision of this letter agreement, each of which will remain in full force and effect. This Engagement may be executed in counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same instrument. Signatures delivered electronically will have the same force and effect as original signatures.

[Signatures on following page.]

If this Agreement is acceptable to you, please execute and return it to acknowledge your agreement to its terms.

FORCE TEN PARTNERS, LLC,
a Delaware limited liability company

By: 

Name: Nicholas Rubin
Its: Authorized Signatory

COMPANY:

GST, INC.
a Delaware Corporation

By: Stephen Gera
Name: Stephen Gera
Its: President

EXHIBIT C

Rubin Declaration

(Attached)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)
	) Chapter 11
)
GST, INC., ¹	) Case No. 25-12188 (KBO)
)
Debtor.	) Objections Due: Jan. 23, 2026 at 4:00 p.m. (ET)
	) Hearing Date: Feb. 2, 2026 at 11:00 a.m. (ET)

**DECLARATION OF NICHOLAS RUBIN IN SUPPORT OF MOTION FOR ENTRY
OF AN ORDER (I) AUTHORIZING DEBTOR TO RETAIN FORCE TEN PARTNERS,
LLC/FORCE TEN ADVISORS, LLC TO PROVIDE NICHOLAS RUBIN AS CHIEF
RESTRUCTURING OFFICER AND ADDITIONAL PERSONNEL, AS NECESSARY,
EFFECTIVE AS OF THE PETITION DATE; (II) APPROVING THE ENGAGEMENT
AGREEMENT; AND (III) GRANTING RELATED RELIEF**

I, Nicholas Rubin, submit the following declaration in support of the *Motion for Entry of an Order (I) Authorizing Debtor to Retain Force Ten Partners, LLC/Force Ten Advisors, LLC to Provide Nicholas Rubin as Chief Restructuring Officer and Additional Personnel, as Necessary, Effective as of the Petition Date; (II) Approving the Engagement Agreement; and (III) Granting Related Relief* (the “Motion”)² and declare that the following is true to the best of my knowledge, information, and belief:

1. I am an officer and partner of Force Ten Advisors, LLC (“Force 10”), which is a financial advisory firm with its principal office located at 5271 California Ave., Suite 270, Irvine, California 92617. I am also a partner with Force Ten Partners, LLC (“Partners”). The original engagement with GST, Inc., d/b/a Grand Slam Track, Inc. (the “Company” or the “Debtor”) was between Partners and the Debtor. Partners completed a strategic investment transaction effective January 2, 2026, and the financial advisory group which has served the Debtor since its original

¹ The last four digits of the Debtor’s taxpayer identification number are 1002. The Debtor’s corporate headquarters and service address is 322 Culver Boulevard, Suite 150, Playa Del Rey, CA 90293.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

engagement with the Debtor (and will continue to serve the Debtor) is now operating out of Force Ten Advisors, LLC (*i.e.*, Force 10). I have been appointed as the Company's Chief Restructuring Officer ("CRO"). I have personal knowledge of the facts set forth in this Declaration, except as otherwise stated, and, if called as a witness, I could and would competently testify with respect to such facts.

2. Partners originally was engaged by the Debtor in September 2025 to provide certain financial advisory services and assist the Debtor in connection with creditor negotiations, pursuant to an engagement agreement dated September 13, 2025, which provided that, "[s]hould an insolvency proceeding become necessary, further services by Force 10 will be governed by a separate engagement letter." On or around December 4, 2025, the Debtor and Partners entered into the Agreement which is the subject of this Motion, and as of December 4, 2025, Partners was engaged by the Debtor to provide executive and restructuring services, including to provide me to the Debtor to serve as CRO for the Debtor. As discussed above, Partners completed a strategic investment transaction effective January 2, 2026, and the financial advisory group which has served the Debtor since September 2025 is now operating out of Force Ten. Partners is an affiliate of Force 10.

3. Except as otherwise indicated herein, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

FORCE 10'S QUALIFICATIONS

4. Force 10 has extensive experience in providing CRO services and serving as a financial advisor to debtors, creditors, trustees, committees, and other parties in interest in a variety of bankruptcy matters, including acting as the CRO, independent director, and/or financial advisor.

5. I have approximately twenty (20) years of experience providing financial advisory, restructuring and turnaround services and have advised chapter 11 debtors across a diverse range of industries. Recent bankruptcy cases in which I served as CRO include *In re Fu Bang Group Corp. USA*, Case No. 25-13004 (Bankr. C. D. Cal. May 7, 2025); *In re Adelaida Cellars, Inc.*, Case No. 24-11409 (Bankr. C. D. Cal. Dec. 13, 2024); *In re Reliant Life Shares, LLC*, Case No. 24-11695 (Bankr. C. D. Cal. Oct 7, 2024); *In re Contour Propco 1735 S. Mission LLC*, Case No. 23-12081 (Bankr. D. Nev. May 23, 2023); *In re Rubio's Restaurants, Inc.*, Case No. 20-12688 (MFW) (Bankr. D. Del. Oct 26, 2020); *In re Alpha Guardian, a Nevada Corp.*, Case No. 20-11016 (Bankr. D. Nev. Feb. 24, 2020); and *In re Pacific Mortgage Exchange*, Case No. 17-15082 (Bankr. C. D. Cal. Jul. 13, 2017).

6. On December 4, 2025, Partners was retained by the Debtor as a restructuring advisor to provide me as the Debtor's CRO and Restructuring Personnel, as necessary, to, among other things: (a) manage the Debtor's restructuring efforts, (b) manage the Debtor's efforts to reorganize its assets and liabilities for the benefit of the Debtor's stakeholders, including, without limitation, authorizing the CRO to administer and carry out the Debtor's duties as a debtor-in-possession, and (c) such other duties as directed by the Debtor's Board of Directors and agreed to by me in my capacity as CRO.

7. Since being engaged, Partners (and now Force 10) and I have, among other things, managed the restructuring affairs of the Debtor, evaluated and commenced the development of restructuring plans and other strategic alternatives for maximizing the value of the Debtor and its assets, reviewed and familiarized themselves with the Debtor's debt structure, day-to-day operations, business and financial affairs, books and records, corporate structure, vendors, service providers and lenders.

8. Since the Petition Date, certain Restructuring Personnel and I have continued to expend significant time and resources in connection with administering this Chapter 11 Case and managing the Debtor's business affairs, including assisting the Debtor in connection with preparing case documents and pleadings, engaging in communications with the Debtor's secured creditor, negotiating a post-petition loan facility, attempting to solicit interest from third parties in providing financing to the Debtor, working with the Debtor to develop a post-petition operating budget and develop a reorganization framework as expeditiously as possible, and positioning the Debtor for future growth. Accordingly, Force 10 and I have developed extensive knowledge and understanding of the Debtor's financial affairs.

PROFESSIONAL SERVICES TO BE RENDERED

9. As set forth in and subject to the terms of the Agreement, Force 10 has agreed to provide to the Debtor "Executive Services" and "Restructuring Services" comprised of, among other services, the following:

- a. Force 10 shall provide me to the Debtor to serve as the CRO for the Debtor. As CRO, I will work under the direction of, and report to, the Directors of the Debtor to: (i) manage the Debtor's restructuring efforts; (ii) manage the Debtor's efforts to reorganize its assets and liabilities for the benefit of its stakeholders, including, without limitation, authorizing the CRO to administer and carry out the Debtor's duties as a debtor-in-possession, if applicable; and (iii) such other duties as directed by the Directors and agreed to by the CRO;
- b. The CRO and Force 10 in aid of the CRO, will seek to utilize the Debtor's employees to efficiently provide the following Restructuring Services, as appropriate:
 - (i) Manage the affairs of the Debtor, supervise the Debtor's professionals and provide periodic reports to the Directors;
 - (ii) Oversee the Debtor's restructuring efforts;
 - (iii) Seek to maximize the value of the Debtor and its assets through debtor-in-possession financing, refinancing, reorganization,

restructuring, recapitalization, sale or a combination of the foregoing;

- (iv) Assist legal counsel and the Debtor in executing the Debtor's restructuring efforts;
- (v) Assist in connection with motions, responses, or other court activity as directed by legal counsel;
- (vi) Prepare periodic financial reporting as required by the Bankruptcy Court;
- (vii) Prepare or supervise the preparation of budgets, monthly operating reports, cash flow variance reports, schedules of assets and liabilities, statements of financial affairs, and other financial analysis or reporting;
- (viii) Evaluate and develop restructuring plans and other strategic alternatives for maximizing the value of the Debtor and its assets. The CRO, in coordination with the Debtor other professionals, may recommend various plans and strategic alternatives from time to time, and upon receipt of the Directors' approval of a proposed course of action, the CRO shall use commercially reasonable efforts to attempt to implement such course of action, subject, as applicable, to the approval of the Court;
- (ix) Assist in negotiations with the Debtor's creditors; and
- (x) Prepare and offer declarations, reports, depositions, and testimony.

10. Additionally, I expect to, among other things, participate in meetings and provide support to the Debtor and its professionals in responding to information requests, communicating with and/or negotiation with lenders, official committees of unsecured creditors, vendors, customers, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), other parties in interest, and professionals hired by the same; identify executory contracts and unexpired leases and perform analyses of the financial impact of the assumption or rejection of each, as necessary; advise senior management and the board of directors in the development, negotiation, and implementation of restructuring initiatives and evaluation of strategic alternatives;

oversee and manage a court-approved sale process including (i) oversight of any proposed investment banker, (ii) developing materials and documents for potential investors' and/or lenders' review, (iii) assisting the Debtor with the preparation of due diligence materials, (iv) assisting with the evaluation of proposals received and (v) working with the Debtor and counsel to the Debtor to prepare and support transaction agreements and related motions; prepare information and analysis necessary for the confirmation of a plan of reorganization, including information contained in the disclosure statement such as a liquidation analysis, if applicable; assist in implementing a chapter 11 plan of reorganization, if applicable; render testimony, as requested, about the matters regarding which Force 10 and its personnel are providing services; and provide such other restructuring or advisory services as are consistent with the role of the CRO and/or the above-described services, requested by the Debtor or counsel to the Debtor, that are not duplicative of services provided by other professionals, and as agreed by Force 10.

11. The Debtor intends to propose a chapter 11 plan of reorganization in this Chapter 11 Case, and concurrently, market its assets for a potential sale. Thus, the Debtor's ultimate exit from chapter 11 will involve a chapter 11 plan, a sale (or sales), or a combination of the foregoing. Force 10 and I (in my capacity as CRO) will assist the Debtor in connection with the marketing and sale of the Debtor's assets concurrently with assisting the Debtor to prepare and confirm a chapter 11 plan. Force 10 and I have extensive experience assisting chapter 11 debtors in connection with the marketing and sale of assets and conducting a bidding, auction and sale process in chapter 11 cases, and the Debtor believes that Force 10 presents the most efficient, expeditious and effective option for the Debtor to conduct a marketing and sale process. Though the Debtor has allocated funds in its proposed 13-week budget for an "investment banker" it has done so solely for the purpose of maintaining optionality as and to the extent the Debtor ultimately

determines to retain an investment banker in this case or I, with the approval of the Debtor's board, determine that additional resources are necessary to assist the Debtor in connection with conducting a sale process.

12. To address and handle the Restructuring Services, I may utilize, through Force 10, additional personnel with appropriate professional experience.

13. I shall act under the direction, control, and guidance of the Board of Directors and at its pleasure.

14. I will continue to be engaged by Force 10 while rendering services to the Debtor. Force 10 and I will continue to work on unrelated matters, which will not unduly interfere with services rendered under their engagement with the Debtor.

PROFESSIONAL COMPENSATION

15. Force 10's customary hourly rates-subject to periodic adjustments (though the rates applicable to this matter will not be eligible for adjustment before January 1, 2027) for the professionals expected to work on this case are as follows:

Personnel Description	2025 Hourly Rate	2026 Hourly Rate
CRO	\$950	\$950
Partners	\$850-\$950	\$895-\$995
Managing Directors and Directors	\$550-\$795	\$595 - \$795
Managers, Senior Associates, Associates, and Analysts	\$395-\$550	\$395-\$595
Other Staff	\$255-\$395	\$295-\$395

16. Such rates are subject to Force 10's customary annual adjustments. Notice of any such adjustment shall be provided to the Debtor in advance of its effectiveness. Force 10 may add

or substitute personnel during the course of this Chapter 11 Case, in which case the substituted personnel will be billed at Force 10's customary hourly rates. In addition to compensation for services rendered by Force 10's professionals, Force 10 will seek reimbursement for reasonable and necessary expenses incurred in connection with this Chapter 11 Case, including, but not limited to travel, meals, lodging, postage, telephone, document reproduction, computer charges and database access fees, and any reasonable fees and expenses of counsel, consultants, and advisors retained in connection with Force 10's engagement. All fees and expenses will be billed on a monthly basis.

17. The foregoing fee structure is fair, reasonable, market-based, and designed to fairly compensate Force 10 for its work and to cover necessary and reasonable expenses.

18. Other than as set forth herein or in the Agreement, there is no arrangement between the Debtor and Force 10 for compensation to be paid in this Chapter 11 Case.

19. Pre-petition, Partners received retainers from the Debtor totaling \$330,000, as follows: on October 21, 2025, Partners received \$30,000; on November 26, 2025, Partners received \$50,000, and on December 9, 2025, Partners received \$250,000. During the pre-petition period, Partners incurred fees and expenses totaling \$117,985.00 in connection with its engagements with the Debtor, and applied the pre-petition retainers to such fees and expenses, leaving a retainer balance of \$212,015.00 as of the Petition Date which shall constitute Force 10's remaining retainer for this chapter 11 case.

20. Upon Court approval of the Motion, Force 10 will be employed in this Chapter 11 Case pursuant to section 363 of the Bankruptcy Code, and not as a professional under section 327 of the Bankruptcy Code. Accordingly, Force 10 shall not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code.

21. In order to comply with the U.S. Trustee’s protocol for the retention of personnel under section 363 of the Bankruptcy Code (*i.e.*, the “J. Alix Protocol”), Force 10 will file with the Court and serve on the U.S. Trustee, counsel to the DIP lender, and counsel to any official committee of unsecured creditors appointed in this case a report on staffing by the 20th day of each month for the prior month. The reports will provide the names and tasks performed by the CRO and Additional Personnel as set forth in paragraph 2(c) of the Proposed Order. Parties in interest shall have a period of fourteen days from the date of the filing of such a notice to object to the fees and expenses disclosed in such staffing report. The staffing reports will be subject to Court approval in the event of an objection thereto.

INDEMNIFICATION AND LIMITATIONS ON LIABILITY

22. The Agreement contains standard, market-based indemnification and liability limitation provisions negotiated between the Debtor and Force 10 at arms’-length, including that the Debtor shall indemnify and hold harmless the CRO to the greatest extent provided in the Debtor’s organizational documents for indemnifying any other officer of the Debtor, and the Debtor shall indemnify and hold harmless Force 10 and each of Force 10’s personnel, including the CRO, together with its officers, members, partners, directors, employees and agents from and against any losses, claims, damages and liabilities, joint or several, as set forth in the Agreement.

23. As set forth in the Proposed Order, Force 10 has agreed that:

- a. There shall be no indemnification of Force 10 or its affiliates; and
- b. The Debtor may indemnify those persons, and only those persons, serving as executive officers on the same terms as provided to the Debtor’s other officers and directors under the Debtor’s corporate bylaws and applicable state law, along with insurance coverage under the Debtor’s D&O policies.

24. The indemnification provisions and limitations, as modified by the terms of the Proposed Order, on liability are fair and reasonable, and are the product of good faith, arms’-length

negotiations between sophisticated parties. Moreover, such provisions are comparable to those routinely approved by bankruptcy courts, particularly considering the modifications set forth in the proposed order.

DISINTERESTEDNESS OF FORCE 10

25. It is my understanding that the elements of section 327 of the Bankruptcy Code and Bankruptcy Rule 2014 are not necessary or relevant in connection with Force 10's and my employment, which is being made under section 363 of the Bankruptcy Code. Nevertheless, in connection with the proposed employment and retention of Force 10 by the Debtor, Force 10 undertook a lengthy conflicts analysis process to determine whether it had any conflicts or other relationships and connections that might cause it to hold or represent an interest adverse to the Debtor. The list of the parties included in Force 10's search and any relationships identified thereby are set forth in Schedule 1 and Schedule 2, respectively, to this Declaration.

26. As part of its diverse practice, Force 10 appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in the Chapter 11 Case. Further, Force 10 has in the past, and may in the future, be represented or employed by attorneys and law firms, some of whom may be involved in the Chapter 11 Case. In addition, Force 10 has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtor or the Chapter 11 Case in which it works with other professionals involved in this case. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relations constitute interests adverse to the Debtor.

27. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor any of Force 10's professional employees

(a) have any connection with the Debtor, its creditors, the U.S. Trustee, any other parties in interest in these chapter 11 cases, or their respective attorneys or accountants, or (b) are related or connected to any United States Bankruptcy Judge for the District of Delaware, any of the District Judges for the District of Delaware who handle bankruptcy cases, the U.S. Trustee, or any employee of the U.S. Trustee, other than as disclosed in **Schedule 2** attached hereto.

28. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, Force 10 has not been retained to assist any entity or person other than the Debtor on matters relating to, or in direct connection with, the Chapter 11 Case. If the Debtor is authorized by the Court to employ and retain Force 10, Force 10 will not accept any engagement or perform any service for any entity other than the Debtor in the Chapter 11 Case. Force 10 will, however, continue to provide professional services to entities that may be creditors or equity security holders of the Debtor or parties-in-interest in this Chapter 11 Case, *provided* that such services do not relate to, or have any direct connection with, the Chapter 11 Case.

29. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, Force 10:

- i. is not a creditor of the Debtor (including by reason of unpaid fees for prepetition services) or an equity security holder of the Debtor;
- ii. is not and has not been, within two (2) years before the date of the filing of the petition, a director, officer (other than by virtue of a Force 10 employee serving as CRO of the Debtor), or an employee of the Debtor; and
- iii. does not have any interest materially adverse to the interests of the Debtor's 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 Debtor, or for any other reason.

30. No agreement currently exists to share with any other person or firm any compensation received by Force 10 for its services in this case, except in connection with the

compensation of any employee. If any such agreement is entered into, Force 10 will undertake to amend and supplement this declaration to disclose the terms of any such agreement.

31. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, no promises have been received by Force 10, or by any employee thereof, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

32. As discussed above, Partners was originally engaged by the Debtor in September 2025 to provide certain financial advisory and related services to the Debtor. That agreement contemplated that, in the event of an insolvency proceeding, services provided by Partners would be subject to a new agreement with the Debtor. In December 2025, the Debtor and Partners entered into the Agreement, pursuant to which Partners (and effective as of January 2, 2026, Force 10) is providing Executive and Restructuring services to the Debtor as provided in the Agreement and herein. Effective as of January 2, 2026, the financial advisory group that was operating out of Partners is now operating out of Force 10. Partners is an affiliate of Force Ten. The conflicts check which Force 10 has performed included all affiliates that would be involved in the structural change.

33. Additionally, Partners (and now Force 10) and I have worked with and may currently be working with, the Debtor's proposed bankruptcy counsel, Levene, Neale, Bender, Yoo & Golubchik L.L.P. ("LNBYG"), in other matters. Moreover, David B. Golubchik, the lead attorney at LNBYG handling this Chapter 11 Case, and I, are social acquaintances. Additionally, and for example, the Debtor's secured creditor Winners Alliance, Inc. is represented by the Raines Feldman Littrell LLP and attorney Hamid R. Rafatjoo of Raines Feldman Littrell LLP. Partners (and now Force 10) and I have worked with and are currently working with

Raines Feldman Littrell LLP and Mr. Rafatjoo in other cases, including in which Partners (and now Force 10) and Raines Feldman Littrell LLP represent/represented the same client or clients whose interests were not adverse. Mr. Rafatjoo and I are also social acquaintances. Additionally, Mr. Rafatjoo's son, Nicholas Rafatjoo, is employed as an Associate at the 5271 California Avenue, Irvine, California office of Partners (and now Force 10). Nicholas Rafatjoo does not and will not work on any matters connected to this Chapter 11 Case. Additionally, Force 10 and I may in the future work with these parties in other cases. I make these disclosures and provide these examples solely out of an abundance of caution and do not believe any conflict exists with respect to Force 10's services to the Debtor. Finally, Rudy Freeman, an Independent Director of the Debtor, is a Managing Director and Head of Legal Affairs at Corbel Capital Partners (an investment firm in Los Angeles) and has a social relationship with me. I also serve as a fiduciary for various portfolio companies affiliated with Corbel Capital Partners.

34. If any new material facts or relationships are discovered or arise, I will provide the Court with a supplemental declaration.

NO DUPLICATION OF SERVICE

35. Force 10 is aware that the Debtor seeks to retain LNYG and Reed Smith LLP as its bankruptcy counsel, has retained Stretto as its claims and noticing agent, and may retain additional professionals during this Chapter 11 Case. Force 10 will work cooperatively and collaboratively with, without duplication of services of, the other professionals, and to integrate any respective work performed by Force 10 on behalf of the Debtor with the work performed by other professionals of the Debtor.

[Signature Page Follows]

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

Dated: January 9, 2026

By: */s/ Nicholas Rubin*
Nicholas Rubin
Chief Restructuring Officer

SCHEDULE 1

Conflicts Search List

Momentum-CHP Partnership
PMY Ets USA Inc
Girraphic
Tata
Sydney McLaughlin-Levrone
Eversheds Sutherland LLP
Jack Morton Worldwide Inc
Allied Global Marketing
CITIUS MAG
Winners Alliance, Inc.
Two Circles
Gabby Thomas
SRK Strategies
TMSCORPRO
Kenny Bednarek
The Parker Company LLC
Josh Kerr
Marileidy Paulino
Melissa Jefferson-Wooden
Winners Alliance
Levene, Neale, Bender, Yoo & Golubchik L.L.P.
David B. Golubchik
Raines Feldman Littrell LLP
Hamid Rafatjoo
Rudy Freeman
Corbel Capital Partners

SCHEDULE 2

Disclosures

Parties included in the conflict search list set forth in Schedule 1 (or affiliates thereof) who are current or past clients of LNBYG or with whom Force 10 and/or Mr. Rubin has a professional relationship in matters unrelated to the Debtor include:

Levene, Neale, Bender, Yoo & Golubchik L.L.P.

David. B. Golubchik

Raines Feldman Littrell LLP

Hamid Rafatjoo

Rudy Freeman

Corbel Capital Partners

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE DISTRICT OF DELAWARE**

NOTICE OF HEARING ON MOTION FOR ENTRY OF AN ORDER

**(I) AUTHORIZING DEBTOR TO RETAIN FORCE TEN PARTNERS, LLC /
FORCE TEN ADVISORS, LLC TO PROVIDE NICHOLAS RUBIN AS
CHIEF RESTRUCTURING OFFICER AND ADDITIONAL PERSONNEL,
AS NECESSARY, EFFECTIVE AS OF THE PETITION DATE; (II) APPROVING
THE ENGAGEMENT AGREEMENT; AND (III) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on January 9, 2026, GST, Inc., as debtor and debtor-in-possession (the “Debtor”) filed the *Motion for Entry of an Order (I) Authorizing Debtor to Retain Force Ten Partners, LLC/Force Ten Advisors, LLC to Provide Nicholas Rubin as Chief Restructuring Officer and Additional Personnel, as Necessary, Effective as of the Petition Date; (II) Approving the Engagement Agreement; and (III) Granting Related Relief* (the “Motion”).²

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion must be filed with the United States Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, on or before **January 23, 2026 at 4:00 p.m. (ET)**. At the same time, you must also serve a copy of the objection upon the undersigned counsel so as to be received no later than **4:00 p.m. (ET) on January 23, 2026**.

A HEARING ON THE MOTION WILL BE HELD ON **FEBRUARY 2, 2026** AT **11:00 A.M. (ET)** BEFORE THE HONORABLE KAREN B. OWENS, CHIEF UNITED STATES BANKRUPTCY COURT JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 6th FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

¹ The last four digits of the Debtor's taxpayer identification number are 1002. The Debtor's corporate headquarters and service address is 322 Culver Boulevard, Suite 150, Playa Del Rey, CA 90293.

² Copies of documents filed in these chapter 11 cases are available free of charge from the case website maintained at www.omniagentsolutions.com/Wynne.

Dated: January 9, 2026,
Wilmington, Delaware

Respectfully submitted,

REED SMITH LLP

By: /s/ Jason D. Angelo

Kurt F. Gwynne (No. 3951)
Jason D. Angelo (No. 6009)
Gabrielle A. Colson (No. 7179)
1201 North Market Street, Suite 1500
Wilmington, DE 19801
Telephone: (302) 778-7500
Facsimile: (302) 778-7575
Email: kgwynne@reedsmit.com
Email: jangelo@reedsmit.com
Email: gcolson@reedsmit.com

- and -

David B. Golubchik, Esq. (admitted *pro hac vice*)
Krikor J. Meshefjian, Esq. (admitted *pro hac vice*)
LEVENE, NEALE, BENDER, YOO &
GOLUBCHIK L.L.P.
2818 La Cienega Avenue
Los Angeles, CA 90034
Telephone: (310) 229-1234
Facsimile: (310) 229-1244
Email: dbg@lnbyg.com
Email: kjm@lnbyg.com

*Proposed Counsel for the Debtor and
Debtor in Possession*