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

In re

UNITED SITE SERVICES, INC. *et al.*,¹
Debtors.

Case No. 25-[●] (●)

Chapter 11

(Joint Administration Requested)

**DEBTORS' MOTION
FOR ENTRY OF INTERIM AND FINAL ORDERS (A) AUTHORIZING
THEM TO CONTINUE (I) MAINTAINING THEIR INSURANCE
POLICIES, SURETY BONDS, AND PREMIUM FINANCING
ARRANGEMENTS AND (II) PAYING INSURANCE OBLIGATIONS,
INCLUDING THOSE INCURRED PREPETITION, (B) MODIFYING
THE AUTOMATIC STAY WITH RESPECT TO WORKERS'
COMPENSATION CLAIMS, AND (C) GRANTING RELATED RELIEF**

¹ The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), with each one's tax identification number, principal office address and former names and trade names, is available on the website of the Debtors' noticing agent at www.veritaglobal.net/USS. The location of the principal place of business of United Site Services, Inc., and the Debtors' service address for these Chapter 11 Cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.



TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (the “**Debtors**” or “**USS**”) respectfully state as follows in support of this motion (the “**Motion**”).

RELIEF REQUESTED

1. The Debtors seek entry of an order (a) authorizing it to continue: (i) their existing insurance, surety bond, and premium financing programs, and (ii) paying all Insurance Obligations (as defined below), whether incurred pre- or postpetition, (b) modifying the automatic stay to permit employees to proceed with workers’ compensation claims, and (c) granting related relief. A proposed form of the interim order (the “**Interim Order**”) is attached as **Exhibit A-1** to this Motion, and a proposed form of the final order (the “**Final Order**”) is attached as **Exhibit A-2**.

2. The principal statutory bases for the relief requested in this Motion are sections 105(a), 362(d), 363(b) and 1107(a) of title 11 of the U.S. Code (the “**Bankruptcy Code**”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “**Local Rules**”), and section § IV.a of the Chapter 11 Complex Case Procedures (Aug. 1, 2024) (the “**Complex Case Procedures**”).

JURISDICTION AND VENUE

3. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This case has been referred to the Court pursuant to 28 U.S.C. § 157(a) by the *Standing Order of Reference to the Bankruptcy Court under Title 11* (D.N.J. amended June 6, 2025) (Bumb, C.J.). This Motion is a core proceeding under 28 U.S.C. § 157(b). The Debtors consent to the Court’s entry of a final order on this Motion if it is determined that the Court cannot otherwise enter a final order or judgment consistent with article III of the U.S. Constitution. Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

I. UNITED SITE SERVICES

4. USS is one of the United States' leading providers of portable restrooms and complementary site services. USS's primary service is portable sanitation: convenient access to regularly serviced portable restrooms and sinks across a variety of settings, including special events, construction sites, and other agricultural and industrial settings that lack sufficient permanent facilities. USS owns approximately 350,000 portable restrooms, which range from plastic single-user units to luxury mobile trailers with running water, electricity and air conditioning.

5. In addition to portable restrooms, as part of its core services, USS offers hand hygiene stations ranging from alcohol-based sanitizer stations to portable sinks with soap and water. In addition to these services, USS offers a range of complementary services, such as temporary fences, crowd control barricades, roll-off dumpsters, modular storage, and temporary power sources. USS also offers non-hazardous liquid waste removal services, by pumping and hauling high volumes of liquid waste from commercial settings, such as grease traps from restaurants, underground water from construction sites, and leachate from landfills.

6. USS is headquartered in Westborough, Massachusetts and has over 3,000 employees.

7. On December 29, 2025 (the "**Petition Date**"), each Debtor commenced a case under chapter 11 of the Bankruptcy Code by filing a voluntary petition for relief. The Debtors are operating their business as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner or official committee has been appointed. These Chapter 11 Cases are prepackaged cases commenced for the purpose of implementing a comprehensive restructuring in accordance with the terms of a restructuring support agreement. The Debtors commenced solicitation of votes on a plan of reorganization reflecting the terms of the restructuring support agreement prior to commencing these Chapter 11 Cases, and filed that plan of reorganization with the Court contemporaneously herewith.

8. For further information about USS, its business operations, assets and capital structure, and the circumstances that led to the filing of the Chapter 11 Cases, USS refers to the *Declaration of Chris Kelly in Support of Chapter 11 Petitions and First Day Motions of United Site Services, Inc. et al.* (the “**First Day Declaration**”), which was filed contemporaneously with this Motion and the Debtors’ voluntary petitions for relief.²

II. INSURANCE POLICIES

9. In connection with operating their businesses and managing their properties, USS maintains a comprehensive insurance program. USS has approximately twenty-seven (27) insurance policies (the “**Insurance Policies**”) that are administered by approximately nineteen (19) third-party insurance carriers (the “**Insurance Carriers**”). The Insurance Policies provide coverage for, among other things, general liability, auto liability, workers’ compensation, property casualty, professional liability, flood liability, cyber security liability, environmental site liability, comprehensive personal liability, pollution liability, railroad protective liability, employed lawyers’ professional liability, and directors’ and officers’ liability. A comprehensive list of the Insurance Policies in effect as of the Petition Date is attached to this Motion as **Exhibit B**.³ A list of renewed or new Insurance Policies that are expected to go into effect on December 31, 2025, for the 2026 policy year is attached to this Motion as **Exhibit C**.⁴

² Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration.

³ **Exhibit B** is intended to include all Insurance Policies in effect in 2025. However, if USS has inadvertently failed to list a particular Insurance Policy, that Insurance Policy is nevertheless intended to be within the scope of the defined term “Insurance Policies” and covered by the relief requested by this Motion. The descriptions of the Insurance Policies set forth in this Motion, including on **Exhibit B**, constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistencies with the descriptions in this Motion. In addition to the Insurance Policies listed on **Exhibit B**, USS provides various health, disability, and life insurance benefits to their employees. Those programs are described, and relief is requested with respect to them, in the motion concerning wages and benefits filed contemporaneously with this Motion.

⁴ **Exhibit C** is intended to include all Insurance Policies that USS has bound for the 2026 policy year as of the Petition Date in addition to certain policies that USS is seeking to bind for the 2026 policy year. However, if USS has inadvertently failed to list a particular Insurance Policy, that Insurance Policy is nevertheless intended to be within the scope of the defined term “Insurance Policies” and covered by the relief requested by this Motion. The descriptions in **Exhibit C** for Insurance Policies that USS otherwise anticipates having in place for the 2026 policy year, or that it is in the process of binding and will not finalize until the Interim Period or shortly thereafter,

10. USS employs an insurance brokerage and a claims administrator to manage the seamless administration of its insurance program. The insurance broker, Lockton Companies, LLC (“**Lockton**”), assists USS in arranging the Insurance Policies, including the directors’ and officers’ liability, general liability, automobile liability, and workers’ compensation on advantageous terms. The claims administrator, Gallagher Bassett Services, Inc. (“**Gallagher**”), assists USS in investigating and overseeing the resolution of workers’ compensation, auto, products liability, and general liability insurance claims.

11. Maintaining USS’s insurance program, including renewing, supplementing, modifying, extending, reducing, and renewing the Insurance Policies in the ordinary course, as well as purchasing new policies, as appropriate, and paying or otherwise honoring prepetition Insurance Obligations (as defined below) is essential to preserving the value of USS’s business, properties, and assets. While USS does not expect that any prepetition Insurance Obligations will come due during the Interim Period (as defined below), it is nevertheless requesting authority to pay \$20,000 in prepetition Insurance Obligations out of an abundance of caution. Moreover, coverage provided by the Insurance Policies is required by the regulations, laws, and contracts that govern USS’s commercial activities, including the Bankruptcy Code.

III. PREMIUMS AND FINANCING ARRANGEMENTS

A. Direct Premiums

12. USS is required to pay premiums and associated taxes and fees under the Insurance Policies based on rates that are established and billed by each Insurance Carrier. The Insurance Policies relating to commercial general liability, automobile liability, workers’ compensation liability, and umbrella liability each provides one year of coverage, and each renews at the beginning of the calendar year. The Insurance Policies relating to flood liability, cyber security liability, railroad protective liability, employed lawyers’ professional liability, property liability,

constitute a summary only, and the actual terms of such Insurance Policies and related agreements will govern in the event of any inconsistencies with the descriptions in this Motion.

and directors' and officers' liability each provide one year of coverage, and each renews at various times throughout the year. Insurance Policies relating to environmental site, contractors' pollution, and other pollution liability provide longer than one year of coverage and also renew at various times throughout the year. USS pays some of its insurance premiums directly to the Insurance Carriers (the "**Direct Premium Obligations**").

13. In 2025, the aggregate amount of annual Direct Premium Obligations is approximately \$7,500,000, paid annually and quarterly, as applicable, in advance. USS expects to renew certain Insurance Policies for the 2026 policy year either immediately prior to the Petition Date or immediately thereafter, and certain Direct Premium Obligations will come due on account thereof prior to the final hearing on this Motion (the "**Interim Period**"). USS seeks authority to pay postpetition Direct Premium Obligations for the 2026 policy year in the ordinary course of business, whether such policy is bound before or after the Petition Date.

14. Specifically, USS has bound renewed general liability, primary auto liability, and workers' compensation insurance policies with one of its existing Insurance Carriers, Safety National Casualty Corporation (the "**Safety National**"). USS expects to pay approximately \$450,000 in Direct Premium Obligations in 2026 for the renewed primary auto liability policy, approximately \$750,000 for the renewed general liability policy, and approximately \$2.7 million for the renewed workers' compensation policy, all of which USS will pay in quarterly installments. Additionally, USS has bound a new excess auto liability policy with AXA XL, which will provide three years of coverage and for which USS has already prepaid approximately \$3 million in Direct Premium Obligations.

15. To the extent any Direct Premium Obligations come due in the Interim Period, they will be on account of the first quarterly payments for renewed 2026 policies. Failure to pay the Direct Premium Obligations when due may harm USS's estates in several ways, including the loss of insurance coverage and the subsequent need to obtain replacement insurance on an emergency basis, likely at a higher price.

B. Premium Financing Obligations

16. In 2025, premiums on thirteen (13) other Insurance Policies were financed through premium financing agreements (the “**Premium Financing Arrangements**” and the obligations thereunder, the “**Premium Financing Obligations**”) with AFCO Credit Corporation (“**AFCO**”). USS utilizes the Premium Financing Arrangements because it is often not financially advantageous for USS to pay the premiums in full at the start of each policy period. Under the Premium Financing Arrangements, AFCO pays the applicable premiums in full at the start of each policy period. USS then repays AFCO in nine installments throughout the year after an initial 25% down payment.

17. In 2025, the aggregate amount of Premium Financing Obligations, including taxes, fees, surcharges, and finance charges, was approximately \$17,620,000, approximately \$370,000 of which were on account of finance charges for the Premium Financing Arrangements. No Premium Financing Obligations were past due as of the Petition Date. In addition, as detailed above, USS is in the process of binding certain other Insurance Policies, including additional excess auto liability and umbrella liability, which are expected to be bound either immediately before, or shortly after, the Petition Date, the premiums for which will be financed. In connection therewith, USS anticipates renewing or entering into new Premium Financing Arrangements when they become subject to annual renewal for the 2026 policy year shortly after the Petition Date, on materially similar terms to the 2025 Premium Financing Arrangements. USS expects Premium Financing Obligations that are payable in 2026 to be similar to those paid in 2025. Additionally, while the new Premium Financing Arrangements will not be finalized until early 2026, the Insurance Policies thereunder will provide coverage for all of 2026, which is customary and in line with USS’s past practice for arranging premium financing.

18. As such, USS is seeking authority to continue their existing 2025 Premium Financing Arrangements, and renew, extend, or enter into new Premium Financing Arrangements for the 2026 policy year on similar terms to the 2025 Premium Financing Arrangements and offer customary liens as collateral in connection therewith, during the Interim Period. To the extent any Premium Financing Obligations come due during the Interim Period, they would be on account of

initial down payments or payment installments under renewed Premium Financing Arrangements, which postpetition obligations USS is requesting authority to pay in the ordinary course of business.

IV. WORKERS' COMPENSATION

19. In many of the jurisdictions where USS operates, employers are required to maintain workers' compensation coverage for their employees for claims arising from their employment (the "**Workers' Compensation Insurance**"). If USS fails to maintain the Workers' Compensation Insurance, USS may be prohibited from operating in those jurisdictions.

20. USS purchases Workers' Compensation Insurance from Safety National. USS's current Workers' Compensation Insurance policy expires on December 31, 2025. USS has bound a renewed Workers' Compensation policy with Safety National for the 2026 policy year under similar terms to the 2025 policy. USS pays the Workers' Compensation Insurance premiums through Lockton in quarterly installments. As discussed above, the Direct Premium Obligations for USS's renewed workers' compensation policy for the 2026 policy year will similarly be paid in quarterly installments, the first of which USS expects to come due during the Interim Period.

21. For accounting purposes, USS maintains reserves on their books in the amount of approximately \$18,000,000 in liabilities relating to the Workers' Compensation Insurance and related claims, which is reserved based on actuarial calculations. This amount does not necessarily reflect a current cash liability of USS. Although USS expects that all workers' compensation claims will be covered by Workers' Compensation Insurance, USS must assess, adjudicate, and pay any finally determined claims without regard to whether the liabilities accrued before or after the Petition Date, in accordance with applicable laws and requirements. USS believes it is current on all payments to Safety National.

22. The automatic stay should be lifted as to the Workers' Compensation Insurance to permit workers to pursue claims under the policy, because USS's workforce will be put at risk without the ability for USS to honor these obligations.

V. CREDIT SUPPORT

23. Certain of the Insurance Policies issued by Safety National and Nationwide Mutual Insurance Company (“**Nationwide**”)—commercial automotive liability, general liability, and workers’ compensation—require USS to pay deductibles (collectively, the “**Deductibles**”). When a claim is asserted in connection with such policies with Safety National and Nationwide that have a Deductible, Safety National and Nationwide first pay the full amount of the claim up to the policy limit ranging from \$250,000 to \$1,000,000 per incident depending on the applicable insurance company, and will then assert a reimbursement claim against USS up to the amount of the Deductible. Because this structure exposes the Insurance Carriers to the risk that USS will not be able to reimburse them for the Deductibles, these Insurance Carriers have requested credit support with respect to USS’s reimbursement obligations.

24. To provide that credit support, USS has an agreement with 1970 Group, Inc. (“**1970 Group**”), which was most recently amended and restated on September 12, 2025, to provide credit support (the “**Credit Support**”) to the applicable Insurance Carriers through the arrangement of letters of credit issued by Texas Capital Bank and MUFG Bank, Ltd. (“**MUFG**”) (the “**L/Cs**”) on account of USS’s obligations to the Insurance Carriers. If the L/Cs are drawn by an Insurance Carrier, the 1970 Group has agreed to reimburse Texas Capital Bank and MUFG, thereby bearing the financial risk in the event that USS fails to meet its Deductible payment obligations. Under the LC Agreement, USS is then obligated to reimburse 1970 Group for amounts 1970 Group has advanced on account of any drawn L/Cs, which obligation of USS is guaranteed by a cash collateral account in the amount of \$6,612,384 for the benefit of 1970 Group.

25. As of the Petition Date, there are two L/Cs outstanding to support (a) three policies with Safety National in an amount of up to \$53,925,000, and (b) eight policies with Nationwide Mutual Insurance Company in an amount of up to \$366,578. USS estimates that it pays approximately \$8 million in interest to 1970 Group annually for the Credit Support (the “**Credit Support Expenses**”). As of the Petition Date, no L/Cs have been drawn, and no amounts are payable to 1970 Group.

26. As part of the 2026 renewal of USS's primary auto liability policy, Safety National required that USS provide \$6 million in additional letters of credit to support its obligations under such policy. These additional letters of credit are expected to be issued in accordance with paragraph 32 of the order authorizing USS to obtain debtor in possession financing and use cash collateral.⁵

27. USS seeks authority to (a) continue maintaining the Credit Support consistent with their prepetition practices in the ordinary course of business, (b) provide any additional credit support required by the Insurance Carriers in connection with 2026 policy renewals, (c) renew, revise, amend, supplement, or extend the Credit Support, as needed, and (d) pay any amounts owed in connection with the Credit Support, including any prepetition amounts that may be outstanding with respect thereto.

VI. INSURANCE BROKERAGE AND CLAIMS ADMINISTRATION FEES

28. As stated above, USS contracts with Lockton and Gallagher for insurance-related advisory and administrative services, respectively.

29. USS engages Lockton to advise on insurance programs and assist with arranging their Insurance Policies. As an intermediary between USS and the Insurance Carriers, Lockton assists USS in obtaining comprehensive insurance coverage for their operations in the most cost-effective manner, negotiating policy terms, provisions, and premiums, assisting USS with claims, providing data analytics and actuarial services, and providing ongoing support throughout the applicable policy periods. USS believes that Lockton's services are necessary to maintain the USS's Insurance Policies in good order, on advantageous terms, at competitive rates, and to ensure adequate protection of USS's property for the benefit of all parties in interest.

⁵ The Debtors' motion seeking authorization to obtain debtor in possession financing and use cash collateral is being filed contemporaneously with this Motion.

30. USS pays Lockton an annual fee in the aggregate amount of approximately \$270,000 (the “**Broker Fees**”). The Broker Fees are earned and payable in quarterly installments. USS believes that they do not currently owe any accrued and unpaid Broker Fees.

31. USS also utilizes Gallagher, a firm specializing in claims and risk management services, to review and investigate workers’ compensation, auto, products liability, and general liability insurance claims, and oversee the efficient and fair resolution of workers’ compensation claims. In the 12-month period preceding the Petition Date, USS paid Gallagher approximately \$1,000,000 in administrative fees (the “**Agent Fees**” and, together with the Direct Premium Obligations, Premium Financing Obligations, obligations relating to the Workers’ Compensation Insurance, Surety Bonds, Credit Support Expenses, Broker Fees, and Deductibles, the “**Insurance Obligations**”). The Agent Fees are earned and payable quarterly.

32. USS requests authority, but not direction, to (i) continue paying all Broker Fees and Agent Fees in the ordinary course of business, consistent with prepetition practices, and (ii) pay any Broker Fees and Agent Fees that accrued or became payable before the Petition Date.

33. USS is seeking authority to (i) maintain the existing Insurance Policies, Premium Financing Arrangements, and credit support arrangements, as applicable, in the ordinary course of business, consistent with past practices, (ii) renew, supplement, modify, or enter into new Insurance Policies and Premium Financing Arrangements in the ordinary course of business, (iii) offer customary collateral in connection with any new or renewed Premium Financing Arrangements, and (iv) pay Insurance Obligations whether accrued pre- or postpetition.

VII. SURETY BONDS

34. Certain states, cities, counties and municipalities around the nation (and agencies thereof) require that USS maintain surety bonds to secure their obligations under certain agreements (the “**Surety Bonds**”), including contracts for waste management services, permits for operating septic and chemical equipment, and licenses for sewage disposal. A list of the Surety Bonds is attached to this Motion as **Exhibit D**.

35. USS maintains thirty-nine (39) active Surety Bonds with an aggregate face amount of approximately \$2,050,000, at an annual cost of approximately \$50,000 in premiums. USS does not believe that, as of the Petition Date, it owes any amounts on account of premiums for the Surety Bonds.

36. USS relies on Hub International (as well as, to a more limited extent, Lockton) as its broker (the “**Surety Broker**”) to assist with providing the necessary Surety Bonds as and when they need to be issued and/or renewed. USS does not believe that there are any amounts currently owed to Hub International or Lockton on account of Surety Broker fees. Nevertheless, out of the abundance of caution, USS seeks authority, but not direction, to pay any outstanding prepetition obligations related to Surety Broker fees.

37. USS seeks authority to (a) continue maintaining the Surety Bonds consistent with their prepetition practices in the ordinary course of business; (b) in consultation with the Ad Hoc Group, renew, revise, amend, supplement, or extend the Surety Bonds or purchase new Surety Bonds, as needed; and (c) pay any amounts owed in connection with the Surety Bonds, including any prepetition amounts that may be outstanding with respect thereto.

BASIS FOR RELIEF

I. THE COURT HAS AMPLE POWER TO AUTHORIZE PAYMENT OF PREPETITION INSURANCE OBLIGATIONS

38. The Court may authorize payments under the Insurance Obligations upon three overlapping bases: under section 363(b) of the Bankruptcy Code, under section 105(a) of the Bankruptcy Code, and under the equitable “doctrine of necessity.” *Cf. Czyzewski v. Jevic*, 580 U.S. 451, 468 (2017) (noting with approval that “[c]ourts . . . have approved ‘first-day’ wage orders that allow payment of employees’ prepetition wages [and] ‘critical vendor’ orders that allow payment of essential suppliers’ prepetition invoices” where “the distributions at issue would ‘enable a successful reorganization and make even the disfavored creditors better off’” (quoting *In re Kmart Corp.*, 359 F.3d 866, 872 (7th Cir. 2004))).

39. *First*, section 363(b) of the Bankruptcy Code provides, in relevant part, that “[t]he [debtor], 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). This provision grants a court broad flexibility to authorize a debtor to pay petition claims where a sound business purpose exists. *See In re Diocese of Camden*, 653 B.R. 722, 741 (Bankr. D.N.J. 2023) (“In evaluating whether a sound business purpose justifies the use, sale or lease of property under Section 363(b), courts consider a variety of factors, which essentially represent a ‘business judgment test.’”) (quoting *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999)); *see also City of Rockford v. Mallinckrodt PLC (In re Mallinckrodt PLC)*, Civ. No. 21-167-LPS, 2022 WL 906458, at *6 (D. Del. Mar. 28, 2022) (“The legal standard applicable to . . . § 363(b) . . . is the business judgment test, under which a bankruptcy court will authorize debtor-initiated actions if the debtor shows that ‘a sound business purpose justifies’ such actions.”) (quoting *Culp v. Stanziale (In re Culp)*, 545 B.R. 827, 844 (D. Del. 2016)); *In re Filene’s Basement, LLC*, Case No. 11-13511, 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) (“[W]here the debtor articulates a reasonable basis for its business decisions . . . courts will generally not entertain objections to the debtor’s conduct.”) (internal quotation omitted); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (noting that section 363(b) gives the court “broad flexibility” to allow the debtor to pay prepetition wages as long as the debtor articulates a business justification).

40. Once a debtor articulates a valid business justification, a presumption exists in favor of the debtor’s business judgment. *See, e.g., Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) (“Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task.”); *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985) (describing the business judgment rule as “a presumption that in making a business decision, the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company”) (citations omitted). Thus, if a transaction satisfies the business judgment rule, it should be approved under section 363(b) of the Bankruptcy Code.

41. Second, the Court may authorize payment of prepetition claims in appropriate circumstances under § 105(a) of the Bankruptcy Code. Section 105(a) codifies bankruptcy courts' inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." Under section 105(a), courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor's business or preservation of its asset value. See *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (noting that "it is only logical that the bankruptcy court be able to use [s]ection 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate" and holding that section 105(a) provides a statutory basis for payments where necessary to fulfill the debtor's fiduciary duties under section 1107(a)); *In re Just for Feet, Inc.*, 242 B.R. 821, 824 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code "provides a statutory basis for the payment of pre-petition claims"); *In re Ionosphere Clubs*, 98 B.R. at 175 (observing that the bankruptcy court's ability to authorize payment of pre-petition debt under section 105(a) is "not a novel concept"); *In re Quality Interiors, Inc.*, 127 B.R. 391, 396 (Bankr. N.D. Ohio 1991) ("[P]ayment by a debtor-in- possession of pre-petition claims outside of a confirmed plan of reorganization is generally prohibited by the Bankruptcy Code," but "[a] general practice has developed . . . where bankruptcy courts permit the payment of certain pre-petition claims, pursuant to 11 U.S.C. § 105, where the debtor will be unable to reorganize without such payment.").

42. Third, this understanding of section 105(a) of the Bankruptcy Code has its basis in the longstanding equitable "doctrine of necessity," which allows bankruptcy courts to exercise their equitable powers to allow a debtor to make payments of critical prepetition claims that are not explicitly authorized by the Bankruptcy Code. See *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor's continued operations); *In re Energy Future Holdings Corp.*, 561 B.R. 630, 642–643 (Bankr. D. Del. 2016) (acknowledging that the "'necessity of payment' rule is intended to benefit all parties and is applicable when such payment is critical to the Debtors' reorganization") (internal citations omitted); *CoServ, L.L.C.*, 273 B.R. at 497 (recognizing the

doctrine of necessity for purposes of approving a motion to pay prepetition claims). The doctrine of necessity promotes a debtor's rehabilitation, which is "the paramount policy and goal of Chapter 11." *In re Ionosphere Clubs, Inc.*, 98 B.R. at 175–176 ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."); *see also In re Just for Feet, Inc.*, 242 B.R. at 825–826 ("The necessity of payment doctrine recognizes that paying certain pre-petition claims may be necessary to realize the goal of chapter 11—a successful reorganization.") (citing *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d at 581); *Armstrong World Indus., Inc. v. James A. Phillips, Inc.*, (*In re James A. Phillips, Inc.*), 29 B.R. 391, 398 (S.D.N.Y. 1983).

43. Moreover, courts have held that, under some circumstances, a debtor can satisfy its fiduciary duties only by paying certain prepetition claims to the extent authorized by the Court. *See, e.g., CoServ, L.L.C.*, 273 B.R. at 497 (noting instances in which a debtor can fulfill its fiduciary duties "only . . . by the preplan satisfaction of a prepetition claim"). This independent reason should provide additional comfort to the Court that, as explained below, the requested relief is in the best interest of USS's estates.

II. SOUND BUSINESS PURPOSE EXISTS FOR PAYING PREPETITION AMOUNTS OWED IN CONNECTION WITH THE INSURANCE OBLIGATIONS.

A. Payment of Insurance Obligations and Satisfaction of Obligations under the Surety Bonds, the Premium Financing Arrangements, and the Credit Support Expenses Is in the Best Interests of the Estates.

44. Section 1112(b)(4)(C) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). In addition, the operating guidelines issued by the Office of the United States Trustee (the "**U.S. Trustee Guidelines**") provide that a debtor "shall maintain" certain types of insurance following the Petition Date. *See* U.S. Trustee Guidelines, § 6.

45. The Insurance Obligations provide comprehensive protection for USS's business, properties, and assets, and in certain cases, are required by law or prepetition financing

arrangements. Accordingly, USS respectfully submits that it is consistent with the Bankruptcy Code and U.S. Trustee Guidelines that USS (a) continue to honor and maintain the Insurance Obligations in the ordinary course of business, including continuing to make all related payments, and (ii) have authority to renew, revise, amend, supplement, extend, or purchase Insurance Policies, Premium Financing Arrangements, and Surety Bonds during the course of these cases, as needed, in their business judgment, without further order of the Court.

46. In addition, in many instances, the coverage provided by the Insurance Policies is required by the regulations, laws, and contracts that govern USS's commercial activities, as well as the operating guidelines issued by the Office of the United States Trustee for the District of New Jersey. Against this backdrop, it is essential that USS be permitted to honor its Insurance Obligations and continue making all payments required on account of those programs (including the Premium Financing Arrangements). It is similarly critical that USS have the authority to renew, supplement, modify, extend, reduce or purchase insurance coverage in the ordinary course of business, without further order of the Court.

47. Similarly, USS must pay its Deductibles. Failure to pay a Deductible on a specific claim may result in the Insurance Carrier refusing to cover the claim, which may risk operations or incur a violation of local law, thereby putting the estate at risk.

48. Likewise, certain jurisdictions in which USS operates require employers to maintain workers' compensation insurance. If an employer fails to do so, local labor law may prohibit it from operating in that jurisdiction. Even where local law does not require workers' compensation insurance, USS believes that workers' compensation coverage is essential to maintaining their workforce. Maintaining workers' compensation coverage is therefore crucial to USS's continued operations and the success of its chapter 11 process.

49. As with workers' compensation claims, the Surety Bonds are required by local governments in connection with services that USS provides and other contracts. Letting these programs lapse could risk USS's relationships with a major portion of its business and put the estate in peril.

50. In addition, USS is party to numerous contracts, many of which require it to maintain various forms of insurance coverage, such as general insurance, liability insurance, and workers' compensation insurance.

51. Even more fundamentally, a strong insurance program is an essential component of prudent management for any business. Insurance policies such as those maintained by USS protect a business against unforeseen risks, which can strike a chapter 11 debtor as easily as a financially healthy company. USS's Insurance Policies benefit all stakeholders by ensuring that the estate will not be depleted if, for example, a visitor to one of USS's portable restrooms suffers an accident. USS's directors and officers would be derelict in their fiduciary duties to the estates if they allowed the business to continue without adequate insurance.

52. Courts in this jurisdiction routinely grant relief similar to that requested herein. *See In re Port Elizabeth Terminal & Warehouse Corp.* No. 25-22123 (JKS) (Bankr. D.N.J. Nov. 19, 2025) [Dkt. No. 39]; *In re Del Monte Food Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 5, 2025) [Dkt. Nos. 306]; *In re M Design Village LLC*, No. 24-21406 (MEH) (Bankr. D.N.J. Jan. 27, 2025) [Dkt. No. 93]; *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) [Dkt. No. 332].

B. Continuation, Maintenance, and Renewal of, and Entry into New, Premium Financing Arrangements and Credit Support is Authorized by Section 364 of the Bankruptcy Code.

53. Courts grant considerable deference to a debtor's business judgment in obtaining postpetition credit, as long as the agreement to obtain such credit does not run afoul or violate the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g., In re Estrada*, No.16-80003-G3-11, 2016 WL 745536, at *3 (Bankr. S.D. Tex. Feb. 24, 2016) ("In determining whether to approve a motion to obtain credit, courts generally permit debtors in possession to exercise their basic business judgment consistent with their fiduciary duties."); *In re L.A. Dodgers LLC*, 457 B.R. 308, 313 (Bankr. D. Del. 2011) ("Courts will almost always defer to the business judgment of a debtor in the selection of the lender."); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("Cases consistently reflect that the court's discretion under section 364 is to be

utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.”).

54. Certain of USS’s current Insurance Policies and Premium Financing Arrangements are set to expire at the end of 2025, and USS is in the process of renewing or entering into new arrangements for the 2026 policy year in order to have adequate and required insurance coverage. It is critical for USS’s operations to maintain, renew, revise, amend, supplement, or extend the Premium Financing and Credit Support, as needed, and pay any amounts owed in connection therewith.

55. Without the ability to renew the existing agreements or enter into a new agreement, USS risks its insurance policies being cancelled, which would be detrimental to its operations and estates. Thus, entering into new Premium Financing and Credit Support arrangements represents a prudent exercise of USS’s business judgment.

III. THE AUTOMATIC STAY SHOULD BE MODIFIED AS TO WORKERS’ COMPENSATION CLAIMS

56. Section 362(a) of the Bankruptcy Code provides that the filing of a voluntary petition operates as an automatic stay against, among other things, “the commencement or continuation . . . of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case . . . or to recover a claim against the debtor that arose before the commencement of the case” 11 U.S.C. § 362(a)(1). However, a debtor or other party in interest may request a modification of the automatic stay for “cause.” § 362(d)(1). The term “cause” is not defined in the Bankruptcy Code. Rather, whether “cause” exists is a fact-intensive inquiry that must be determined on a case-by-case basis. *In re Simpson*, No. 16-32612-H3-7, 2016 WL 4204026, at *2 (Bankr. S.D. Tex. Aug. 5, 2016); *Reitnauer v. Tex. Exotic Feline Found., Inc. (In re Reitnauer)*, 152 F.3d 341, 343 n.4 (5th Cir. 1998).

57. Here, USS seeks to modify the stay so that its current and former employees may submit workers' compensation claims and prosecute those claims in the ordinary course of business in the proper judicial or administrative forum. USS believes that preventing workers from prosecuting its claims against the Workers' Compensation Carriers would have a detrimental effect on employees' financial wellbeing and morale and could lead to the departure of employees who are critical to USS's business. Furthermore, USS does not believe that claims resolution will unduly distract senior management from USS's restructuring efforts, and USS expects that all prepetition claims for workers' compensation will be fully covered by insurance. Modifying the stay will benefit the estates without creating any significant downsides. Accordingly, the Court should modify the automatic stay to the extent necessary to permit USS's current and former employees to proceed against the Workers' Compensation Carriers with respect to workers' compensation claims and to allow those Workers' Compensation Carriers to pay those claims.

58. Courts in this jurisdiction have allowed workers' compensation claims to move forward against insurance carriers during chapter 11 cases. *See, e.g., In re Del Monte Food Corp. II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 5, 2025) [Dkt. No. 306]; *In re M Design Village LLC*, No. 24-21406 (MEH) (Bankr. D.N.J. Jan. 27, 2025) [Dkt. No. 93]. Similar relief is appropriate here.

IV. PROCESSING OF CHECKS AND ELECTRONIC FUND TRANSFERS SHOULD BE AUTHORIZED

10. USS has sufficient funds to pay the amounts described in this Motion in the ordinary course by virtue of expected cash flows from ongoing operations, debtor-in-possession financing, and anticipated access to cash collateral. USS's existing cash management system enables it to readily identify checks and wire or ACH requests relating to payments authorized by this Court. Accordingly, USS respectfully requests that all applicable financial institutions be authorized and directed, when requested by USS, to receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, and other electronic payment instructions issued or to be issued by USS on account of obligations authorized to be paid pursuant to this Motion and any other motions granted by the Court.

V. THE MOTION IS PROCEDURALLY APPROPRIATE

A. The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

59. Bankruptcy Rule 6003 allows a court to grant relief within the first twenty-one (21) days of a case to the extent that “relief is needed to avoid immediate and irreparable harm.” Pursuant to that Bankruptcy Rule, the Debtors request expedited consideration of this Motion. As described above, permitting USS to honor the Insurance Obligations is an essential means to maintain their operations and properly manage unforeseen risk. For these reasons, the Debtors have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003, and the Motion should be granted on an expedited basis.

B. Waiver of Bankruptcy Rules 6004(a) and 6004(h)

60. To implement the foregoing successfully, the Court should waive the 21-day notice period of Bankruptcy Rules 6004(a) and 2002(a)(2), and the 14-day stay imposed by Bankruptcy Rule 6004(h).

C. Reservation of Rights

61. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against USS under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of USS’s or any other party in interest’s rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by USS as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of USS’s estates; (g) a waiver or limitation of USS’s or any other party

in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by USS that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting USS's rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

D. Notice

62. Notice of this Motion will be provided to (a) the Office of the U.S. Trustee for Region 3 (Newark office); (b) the creditors holding the thirty largest unsecured claims, according to the consolidated list filed by the Debtors with their petitions; (c) the administrative agent or indenture trustee (as applicable) for the ABL Facility, each of the 2024 First Lien Facilities, Amended Term Loans, and the Amended Unsecured Notes; (d) counsel to the Ad Hoc Group; (e) counsel to Clearlake Capital Group, L.P.; (f) counsel to Platinum; (g) counsel to CastleKnight; (h) the Internal Revenue Service; (i) the Office of the U.S. Attorney for the District of New Jersey; (j) the Insurance Carriers, (k) the 1970 Group; (l) Texas Capital Bank, (m) Nationwide; (n) Berkley; (o) Lockton; (p) Gallagher; (q) all applicable banks and financial institutions and (r) any other party that has requested notice pursuant to Bankruptcy Rule 2002. Pursuant to Complex Case Procedures § V(a)(iii)-(iv), the Debtors will also (A) post this Motion conspicuously on the noticing agent's website and (B) provide notice of an order granting the request for expedited consideration of this Motion by hand delivery, fax, email, overnight mail, or next-day U.S. mail on (1) the parties on the master service list, (2) the Insurance Carriers, (3) the 1970 Group; (4) Texas Capital Bank, (5) Nationwide; (6) Berkley; (7) Lockton; (8) Gallagher;

(9) all applicable banks and financial institutions. The Debtors respectfully submit that no further notice is required under the circumstances.

[Remainder of page intentionally blank]

Upon the foregoing Motion, the Debtors respectfully request that the Court (a) at an initial hearing in these cases, (i) enter an order, substantially in the form attached to the Motion as **Exhibit A-1**, granting the Motion on an interim basis, and (ii) schedule a hearing for consideration of the Motion on a final basis; (b) at a subsequent hearing, enter an order, substantially in the form attached to the Motion as **Exhibit A-2**, granting the Motion on a final basis; and (c) grant such other relief as is just and proper.

Dated: December 29, 2025

Respectfully submitted,

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

Michael D. Sirota

Felice R. Yudkin

Daniel J. Harris

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- and -

MILBANK LLP

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Proposed Co-Counsel to the Debtors

EXHIBIT A-1 TO INSURANCE MOTION

PROPOSED INTERIM ORDER

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

In re

UNITED SITE SERVICES, INC. *et al.*,¹
Debtors.

Case No. 25-[●] (●)

Chapter 11

(Jointly Administered)

**INTERIM ORDER
(A) AUTHORIZING DEBTORS TO
CONTINUE (I) MAINTAINING THEIR
INSURANCE POLICIES, SURETY BONDS,
AND PREMIUM FINANCING ARRANGEMENTS AND
(II) PAYING INSURANCE OBLIGATIONS, INCLUDING
THOSE INCURRED PREPETITION, (B) MODIFYING
THE AUTOMATIC STAY WITH RESPECT TO WORKERS'
COMPENSATION CLAIMS, AND (C) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through nine (9), is
ORDERED.

¹ The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), with each one’s tax identification number, principal office address and former names and trade names, is available on the website of the Debtors’ noticing agent at www.veritaglobal.net/USS. The location of the principal place of business of United Site Services, Inc., and the Debtors’ service address for these Chapter 11 Cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.

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

MILBANK LLP

Dennis F. Dunne (*pro hac vice* pending)
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*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

(Page 3)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Interim Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief.

Upon the motion (the “**Motion**”)¹ of the above-captioned debtors (collectively, the “**Debtors**”) for entry of an interim order (this “**Interim Order**”) (a) authorizing them to continue: (i) maintaining their existing insurance, surety bond, and premium financing programs, and (ii) pay all Insurance Obligations, whether incurred pre- or postpetition, (b) modifying the automatic stay to permit employees to proceed with workers’ compensation claims, and (c) granting related relief; and the Court having jurisdiction to decide the Motion and to enter this Interim Order pursuant to 28 U.S.C. § 1334; and these Chapter 11 Cases having been referred to this Court by standing order of the U.S. District Court for the District of New Jersey; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b) upon which this Court may enter a final order consistent with Article III of the U.S. Constitution; and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, such that no other or further notice is required or necessary under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Interim Order; and it appearing that interim relief is justified to avoid immediate and irreparable harm to the Debtors’ estates; it is hereby **ORDERED** that:

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. A hearing to consider the Motion on a final basis shall be held on _____, 2026, at _____ (ET). Any objection or response to entry of an order granting the Motion on a final basis shall be filed by _____, 2026, at 4:00 p.m. (ET), and served so as to be actually received by (a) proposed co-counsel to the Debtors, (i) Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Dennis F. Dunne (DDunne@Milbank.com), Samuel A. Khalil (SKhalil@Milbank.com), Matthew Brod

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

(Page 4)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Interim Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief.

(MBrod@Milbank.com), Lauren C. Doyle (LDoyle@Milbank.com), and Benjamin M. Schak (BSchak@Milbank.com)) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, NJ 07601 (Attn: Michael D. Sirota (MSirota@coleschotz.com), Felice R. Yudkin (FYudkin@coleschotz.com), and Daniel J. Harris (DHarris@coleschotz.com)); (b) the Office of the United States Trustee for Region 3, One Newark Center, Suite 2100, Newark, NJ 07102 (Attn: Jeffrey M. Sponder (Jeffrey.M.Sponder@usdoj.gov) and Samantha S. Lieb (Samantha.Lieb2@usdoj.gov)); (c) counsel to the Ad Hoc Group, (i) Akin Gump Strauss Hauer & Feld LLP, Robert S. Strauss Tower, 2001 K Street N.W., Washington, DC 20006 (Attn: Scott L. Alberino (SAlberino@AkinGump.com)) and 2300 N. Field Street, Ste. 1800, Dallas, TX 75201 (Attn: Zach Lanier (ZLanier@AkinGump.com)) and (ii) Pashman Stein Walder Hayden, P.C., 101 Crawford's Corner Road, Ste. 4202, Holmdel, NJ 07722 (Attn: John W. Weiss (JWeiss@PashmanStein.com)); and (d) counsel to any statutory committee appointed in these Chapter 11 Cases. If no such objection is timely filed and served, the Court may enter an order granting the Motion on a final basis without convening the hearing.

3. The Debtors shall serve a copy of the Motion and this Interim Order on each affected counterparty listed on **Exhibits B, C and D** to the Motion within two (2) business days after the date this Interim Order is entered.

4. The Debtors are authorized, but not directed, on an interim basis, to maintain, perform, and satisfy obligations under their Insurance Policies, Premium Financing Arrangements, Surety Bonds, and Credit Support, in the ordinary course and consistent with the practices and procedures that were in effect on the Petition Date.

5. The Debtors are authorized, but not directed, on an interim basis, to honor their Insurance Obligations, including those incurred prior to the Petition Date in accordance with the same practices and procedures as were in effect prior on the Petition Date; *provided that*, during

(Page 5)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Interim Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief.

the Interim Period, the payment of prepetition Insurance Obligations shall not exceed \$20,000 in the aggregate (the “**Interim Cap**”).

6. The Debtors are authorized, but not directed, on an interim basis, to renew, supplement, modify, extend, reduce, purchase or enter into Insurance Policies, Surety Bonds, the Premium Financing Arrangements, and the Credit Support in the ordinary course of business, consistent with past practices; *provided* that to the extent the Debtors seek to enter into any new insurance premium financing agreements or provide additional credit support, other than as described in the Motion with respect to pending insurance renewals for 2026, the Debtors shall seek additional relief pursuant to section 364 of the Bankruptcy Code and approved by the Court; provided further that the Debtors shall provide five (5) calendar days' advance notice to counsel to the Ad Hoc Group, the U.S. Trustee and any official committee appointed in these cases of any modifications to the Insurance Policies, Surety Bonds, Premium Financing Arrangements, and Credit Support during the Chapter 11 Cases.

7. Except with respect to those policy renewals expressly described in the Motion for the 2026 policy period, the Debtors shall provide five (5) calendar days' advance notice to the Prepetition First-Out/Second-Out Agent, the ABL Agent, the U.S. Trustee and any official committee that may be appointed in these cases if the Debtors renew, supplement, modify, extend, reduce, increase or decrease existing insurance coverage, change Insurance Carriers or obtain additional coverage in a manner that would be materially inconsistent with the Debtors' current insurance coverage.

8. The Debtors shall provide the U.S. Trustee and any official committee that may be appointed in these cases with monthly reporting setting forth all payments on account of prepetition Insurance Obligations under this Interim Order.

(Page 6)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Interim Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief.

9. Subject to the terms of the DIP Financing Order (defined herein), the Debtors are authorized to pledge collateral to secure any renewed and new Premium Financing Arrangements and/or Credit Support in the ordinary course of business, to the extent described in the Motion.

10. The Debtors are authorized, but not directed, on an interim basis, to pay Broker Fees and Agent Fees, whether incurred or due and payable before or after the Petition Date and shall provide five (5) calendar days' advance notice to the U.S. Trustee and any official committee that may be appointed in these cases if the Debtors amend, supplement, change, or enter into new brokerage or claims administration agreements in connection with any Insurance Policies in the ordinary course of the Debtors' business and consistent with past practice.

11. Pursuant to section 362(d) of the Bankruptcy Code, (a) all current and former employees of the Debtors are authorized, but not directed, on an interim basis, to proceed with workers' compensation claims in the appropriate judicial or administrative forum, provided that the recoveries on any such claims shall be limited to the proceeds of the Debtors' workers' compensation insurance; (b) the Debtors and their Workers' Compensation Carriers are authorized to take all steps necessary or appropriate with respect to the resolution of any such claims, including by settling any such claims without further notice or hearing; and (c) the Workers' Compensation Carriers are authorized to make payments on any such claims without further notice or hearing.

12. The Debtors are authorized, but not directed, on an interim basis, to (a) continue maintaining the Surety Bonds consistent with their prepetition practices in the ordinary course of business; (b) in consultation with the Ad Hoc Group, renew, revise, amend, supplement, or extend the Surety Bonds or purchase new Surety Bonds, as needed; and (c) pay any amounts owed in connection with the Surety Bonds, including any prepetition amounts that may be outstanding with respect thereto.

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Interim Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief.

13. Nothing in the Motion or this Interim Order or any actions taken by the Debtors pursuant to the relief granted by this Interim Order is intended (and should not be construed) as: (a) an admission as to the amount of, basis for, priority, or validity of any particular claim under the Bankruptcy Code or applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type described in the Motion or any order granting the relief requested herein; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on the property of, the Debtors' estates, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of any and all liens, security interests, and other encumbrances; (g) a concession of any liability to any workers' compensation claimant; or (h) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

14. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the Broker Fees and Agent Fees approved herein are authorized and directed, to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized, but not directed, to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

15. Within two (2) business days of the entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on each applicable bank and financial institution that is directed to comply with the terms of this Interim Order.

(Page 8)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Interim Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief.

16. The Debtors are authorized and directed, on an interim basis, to issue or effectuate, as applicable, checks, wire transfers, ACH transfers, and other debits or electronic means, in replacement of any checks or fund transfer requests that are dishonored because of the filing of the Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid under this Interim Order or any other order of the Court.

17. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

18. Notwithstanding anything to the contrary in this Interim Order, any payment made, or authorization contained, hereunder, shall be subject to the "Approved Budget" as defined in the orders of the Court approving the debtor-in-possession financing in these Chapter 11 Cases.

19. Notice of the Motion as described therein shall be deemed good and sufficient notice of the Motion and the relief requested therein, and satisfies the requirements of Bankruptcy Rules 4001(a)(1), 9014(a) and all other Bankruptcy Rules and Local Rules, except that the requirements of Bankruptcy Rule 9006(d) are waived with respect to entry of this Interim Order on an interim basis.

20. Notwithstanding Bankruptcy Rules 4001(a)(4) and 6004(h) or any other provision of the Bankruptcy Rules or Local Rules, this Interim Order shall be effective and enforceable immediately upon its entry.

21. The Debtors shall serve this Interim Order, within 48 hours after its entry, by first class mail or email on the parties entitled to receive service pursuant to Local Rule 9013-5(f).

22. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

23. The Debtors and their agents are authorized to take all steps necessary or appropriate to carry out this Interim Order.

(Page 9)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Interim Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief.

24. The Court retains jurisdiction over all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.

EXHIBIT A-2 TO INSURANCE MOTION

PROPOSED FINAL ORDER

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

In re

UNITED SITE SERVICES, INC. *et al.*¹
Debtors.

Case No. 25-[●] (●)

Chapter 11

(Jointly Administered)

**FINAL ORDER
(A) AUTHORIZING DEBTORS TO
CONTINUE (I) MAINTAINING THEIR
INSURANCE POLICIES, SURETY BONDS, AND
PREMIUM FINANCING ARRANGEMENTS AND
(II) PAYING INSURANCE OBLIGATIONS, INCLUDING
THOSE INCURRED PREPETITION, (B) MODIFYING THE
AUTOMATIC STAY WITH RESPECT TO WORKERS'
COMPENSATION CLAIMS, AND (C) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through eight (8), is
ORDERED.

¹ The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), with each one’s tax identification number, principal office address and former names and trade names, is available on the website of the Debtors’ noticing agent at www.veritaglobal.net/USS. The location of the principal place of business of United Site Services, Inc., and the Debtors’ service address for these Chapter 11 Cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.

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

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(Page 3)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Final Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief.

Upon the motion (the “**Motion**”)¹ of the above-captioned debtors (collectively, the “**Debtors**”) for entry of a final order (this “**Final Order**”) (a) authorizing them to continue: (i) maintaining their existing insurance, surety bond, and premium financing programs, and (ii) pay all Insurance Obligations, whether incurred pre- or postpetition, (b) modifying the automatic stay to permit employees to proceed with workers’ compensation claims, and (c) granting related relief; and the Court having jurisdiction to decide the Motion and to enter this Final Order pursuant to 28 U.S.C. § 1334; and these Chapter 11 Cases having been referred to this Court by standing order of the U.S. District Court for the District of New Jersey; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b) upon which this Court may enter a final order consistent with Article III of the U.S. Constitution; and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, such that no other or further notice is required or necessary under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Final Order; and it appearing that immediate relief is justified to avoid immediate and irreparable harm to the Debtors’ estates; it is hereby **ORDERED** that:

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. The Debtors shall serve a copy of the Motion and this Final Order on each affected counterparty listed on **Exhibit B, C and D** to the Motion within two (2) business days after the date this Final Order is entered.
3. The Debtors are authorized, but not directed, on a final basis, to maintain, perform, and satisfy obligations under their Insurance Policies, Premium Financing Arrangements, Surety

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

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Final Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief. Interim Order

Bonds, and Credit Support in the ordinary course and consistent with the practices and procedures that were in effect on the Petition Date.

4. The Debtors are authorized, but not directed, on a final basis, to honor their Insurance Obligations, including those incurred prior to the Petition Date in accordance with the same practices and procedures as were in effect on the Petition Date.

5. The Debtors are authorized, but not directed, on a final basis, to renew, supplement, modify, extend, reduce, purchase or enter into Insurance Policies, Surety Bonds, the Premium Financing Arrangements, and the Credit Support in the ordinary course of business, consistent with past practices; *provided* that to the extent the Debtors seek to enter into any new insurance premium financing agreements or provide additional credit support, other than as described in the Motion with respect to pending insurance renewals for 2026, the Debtors shall seek additional relief pursuant to section 364 of the Bankruptcy Code and approved by the Court; provided further that the Debtors shall provide five (5) calendar days' advance notice to counsel to the Ad Hoc Group, the U.S. Trustee and any official committee appointed in these cases of any modifications to the Insurance Policies, Surety Bonds, Premium Financing Arrangements, and Credit Support during the Chapter 11 Cases.

6. Except with respect to those policy renewals expressly described in the Motion for the 2026 policy period, the Debtors shall provide five (5) calendar days' advance notice to the Prepetition First-Out/Second-Out Agent, the ABL Agent, the U.S. Trustee and any official committee that may be appointed in these cases if the Debtors renew, supplement, modify, extend, reduce, increase or decrease existing insurance coverage, change Insurance Carriers or obtain additional coverage in a manner that would be materially inconsistent with the Debtors' current insurance coverage.

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Final Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief. Interim Order

7. The Debtors shall provide five (5) days' advance notice to the U.S. Trustee and any official committee that may be appointed in these cases with monthly reporting setting forth all payments on account of prepetition Insurance Obligations under this Final Order.

8. Subject to the terms of the DIP Financing Order (defined herein), the Debtors are authorized to pledge collateral to secure any renewed and new Premium Financing Arrangements and/or Credit Support in the ordinary course of business, to the extent described in the Motion.

9. The Debtors are authorized, but not directed, to pay Broker Fees and Agent Fees, whether incurred or due and payable before or after the Petition Date and shall provide five (5) calendar days' advance notice to the U.S. Trustee and any official committee that may be appointed in these cases if the Debtors amend, supplement, change, or enter into new brokerage or claims administration agreements in connection with any Insurance Policies in the ordinary course of the Debtors' business and consistent with past practices.

10. Pursuant to section 362(d) of the Bankruptcy Code, (a) all current and former employees of the Debtors are authorized, but not directed, on a final basis, to proceed with workers' compensation claims in the appropriate judicial or administrative forum, provided that the recoveries on any such claims shall be limited to the proceeds of the Debtors' workers' compensation insurance; (b) the Debtors and their Workers' Compensation Carriers are authorized to take all steps necessary or appropriate with respect to the resolution of any such claims, including by settling any such claims without further notice or hearing; and (c) the Workers' Compensation Carriers are authorized to make payments on any such claims without further notice or hearing.

11. The Debtors are authorized, but not directed, on a final basis, to (a) continue maintaining the Surety Bonds consistent with their prepetition practices in the ordinary course of

(Page 6)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Final Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief. Interim Order

business; (b) in consultation with the Ad Hoc Group, renew, revise, amend, supplement, or extend the Surety Bonds or purchase new Surety Bonds, as needed; and (c) pay any amounts owed in connection with the Surety Bonds, including any prepetition amounts that may be outstanding with respect thereto.

12. Nothing in the Motion or this Final Order or any actions taken by the Debtors pursuant to the relief granted by this Final Order is intended (and should not be construed) as: (a) an admission as to the amount of, basis for, priority, or validity of any particular claim under the Bankruptcy Code or applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type described in the Motion or any order granting the relief requested herein; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on the property of, the Debtors' estates, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of any and all liens, security interests, and other encumbrances; (g) a concession of any liability to any workers' compensation claimant; or (h) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the Broker Fees and Agent Fees approved herein are authorized and directed, to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized,

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

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but not directed, to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

14. Within two (2) business days of the entry of this Final Order, the Debtors shall serve a copy of this Final Order on each applicable bank and financial institution that is directed to comply with the terms of this Final Order.

15. The Debtors are authorized and directed, on a final basis, to issue or effectuate, as applicable, checks, wire transfers, ACH transfers, and other debits or electronic means, in replacement of any checks or fund transfer requests that are dishonored because of the filing of the Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid under this Final Order or any other order of the Court.

16. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

17. Notwithstanding anything to the contrary in this Final Order, any payment made, or authorization contained, hereunder, shall be subject to the "Approved Budget" as defined in the orders of the Court approving the debtor-in-possession financing in these Chapter 11 Cases.

18. Notice of the Motion as described therein shall be deemed good and sufficient notice of the Motion and the relief requested therein, and satisfies the requirements of Bankruptcy Rules 4001(a)(1), 9014(a), and all other Bankruptcy Rules and Local Rules, except that the requirements of Bankruptcy Rule 9006(d) are waived with respect to entry of this Final Order on a final basis.

19. Notwithstanding Bankruptcy Rules 4001(a)(4), 6004(h), or any other provision of the Bankruptcy Rules or Local Rules, this Order shall be effective and enforceable immediately upon its entry.

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Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Final Order (A) Authorizing Debtors to Continue (I) Maintaining Their Insurance Policies, Surety Bonds, and Premium Financing Arrangements and (II) Paying Insurance Obligations, Including Those Incurred Prepetition, (B) Modifying the Automatic Stay with Respect to Workers' Compensation Claims, and (C) Granting Related Relief. Interim Order

20. The Debtors and their agents are authorized to take all steps necessary or appropriate to carry out this Final Order.

21. The Court retains jurisdiction over all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

EXHIBIT B TO INSURANCE MOTION
INSURANCE POLICIES

Exhibit B

Type of Policy Coverage	Insurance Carrier(s)	Policy Number	Policy Term	Approximate Gross Premium
Commercial General Liability	Safety National	GL 4057787	12/31/2024 - 12/31/2025	\$747,533
Automobile Liability	Safety National	CA6675838	12/31/2024 - 12/31/2025	\$4,049,504
Workers' Compensation Liability	Safety National	LDS4047370	12/31/2024 - 12/31/2025	\$2,420,563
Automobile Liability (1st Excess)	AXIS	P-001-001046487-03	12/31/2024 - 12/31/2025	\$3,495,000
Automobile Liability (2nd Excess)	Gotham Insurance Company	EX202400004467	12/31/2024 - 12/31/2025	\$2,500,000
Automobile Liability (3rd Excess)	Lexington Insurance Company	052114996	12/31/2024 - 12/31/2025	\$2,500,000
Umbrella Liability (Primary)	AXA XL	US00076933LI24A	12/31/2024 - 12/31/2025	\$3,200,000
Umbrella Liability (1st Excess)	AIG / National Union Fire Insurance Company of Pittsburgh	BE 020597768	12/31/2024 - 12/31/2025	\$1,728,000
Umbrella Liability (2nd Excess)	Federal Insurance Company (Chubb)	79882545	12/31/2024 - 12/31/2025	\$1,350,000
Umbrella Liability (3rd Excess)	Travelers Property Casualty Company of America	EX-8T799019-24-NF	12/31/2024 - 12/31/2025	\$535,942
Umbrella Liability (4th Excess)	Allied World Assurance Company Inc. (AWAC)	0313-2116	12/31/2024 - 12/31/2025	\$299,000
Umbrella Liability (5th Excess)	Great American Insurance Company	EXC 5856713	12/31/2024 - 12/31/2025	\$220,000
Umbrella Liability (6th Excess)	Allianz / Firemans Fund Ins. Company	USC041116246	12/31/2024 - 12/31/2025	\$220,000
Umbrella Liability (7th Excess)	Ascot Specialty Insurance Company	EXNA2410000183 04	12/31/2024 - 12/31/2025	\$150,000
Flood Liability	Wright National Flood	09115192977605	3/16/2025 - 3/16/2026	\$1,804
Flood Liability	Wright National Flood	09 1152142773 03	2/22/2025 - 2/22/2026	\$6,996

Type of Policy Coverage	Insurance Carrier(s)	Policy Number	Policy Term	Approximate Gross Premium
Flood Liability	Wright National Flood	09 1152142778 03	2/22/2025 - 2/22/2026	\$6,996
Flood Liability	Voyager / Assurant	FBS0002083-01	3/15/2025 - 3/15/2026	\$17,391
Environmental Site, CPL and Pollution Liability	Allied World Assurance Company Inc. (AWAC)	0311-5276	9/19/2024 - 9/19/2027	\$69,428
Cyber Security Liability	Endurance Assurance Corporation	CRV30081948000	3/15/2025 - 3/15/2026	\$87,000
Railroad Protective Liability	Fairco	RPL-7002316-00	3/31/2025 - 3/31/2026	\$2,000
Railroad Protective Liability	Fairco	RPL-7002315-00	3/31/2025 - 3/31/2026	\$11,138
Employed Lawyers Professional Liability	Federal Insurance Company (Chubb)	J05951537	8/05/2025 - 8/05/2026	\$6,678
Property Liability	Hartford Fire Insurance Company	37UFJBD7X6L	3/15/2025 - 3/15/2026	\$642,312
D&O Blended	Federal Insurance Company (Chubb)	8260-9560	7/01/2025 - 7/01/2026	\$85,947
D&O (1st Excess)	Everest National Insurance Company	PC2EX00219-251	7/01/2025 - 7/01/2026	\$17,717
D&O (2nd Excess)	QBE Insurance Corporation	130010087	7/01/2025 - 7/01/2026	\$15,000

EXHIBIT C TO INSURANCE MOTION

2026 INSURANCE POLICIES

Exhibit C

Type of Policy Coverage	Insurance Carrier(s)	Policy Term
Commercial General Liability	Safety National	12/31/2025 - 12/31/2026
Automobile Liability	Safety National	12/31/2025 - 12/31/2026
Workers' Compensation Liability	Safety National	12/31/2025 - 12/31/2026
Automobile Liability (1st Excess)	AXA XL	12/31/2025 - 12/31/2028
Automobile Liability (2nd Excess)	Lexington & CoAction	12/31/2025 - 12/31/2026
Umbrella Liability (Primary)	TBD	12/31/2025 - 12/31/2026
Umbrella Liability (Excess)	TBD	12/31/2025 - 12/31/2026

EXHIBIT D TO INSURANCE MOTION
SURETY BONDS

Exhibit D

Bond #	Type of Bond	Issuer	Obligee	Policy Term	Approximate Bond Amount	Approximate Bond Premium
7901057307	Disposal Related Bond	Nationwide	Township of Ocean Sewerage Authority	10/13/2025 - 10/13/2026	\$ 791,400	\$ 11,871
4004132	Disposal Related Bond	Nationwide	New Jersey Turnpike Authority	1/23/2025 - 1/22/2026	\$ 20,810	\$ 312
7901057310	Contract / Transportation Related Bond	Nationwide	Township of Chatham	12/1/2024 - 11/30/2027	\$ 519,640	\$ 23,384
7901116788	Disposal Related Bond	Nationwide	City of London, OH	12/13/2024 - 12/12/2026	\$ 5,000	\$ 200
7901127551	Contractor Related Bond	Nationwide	Suffolk County - Dept. of Consumer Affairs - Septic Industry	2/10/2025 - 2/9/2026	\$ 10,000	\$ 150
7901116799	Contractor Related Bond	Nationwide	Suffolk County - Dept. of Consumer Affairs - Septic Industry	1/25/2025 - 1/24/2026	\$ 10,000	\$ 150
7901094050	Commercial Hauler Bond	Nationwide	Nashville and Davidson County - Dept. of Water Services	8/2/2025 - 8/2/2026	\$ 10,000	\$ 150
7901116798	Utility Related Bond	Nationwide	Orange County Utilities	1/12/2025 - 1/11/2026	\$ 30,000	\$ 450
7901094048	Disposal Related Bond	Nationwide	County of San Bernardino	8/1/2025 - 7/31/2026	\$ 8,500	\$ 128
0260716	Commercial Hauler Bond	Berkley	State of Delaware Department of Natural Resources and Environmental Controls	5/29/2024 - 5/29/2026	\$ 5,000	\$ 100
0260708	Commercial Hauler Bond	Berkley	Berkeley County Waste and Sanitation	4/16/2024 - 4/16/2026	\$ 80,000	\$ 1,162
0260709	Commercial	Berkley	Berkeley County Waste	4/16/2024 -	\$ 40,000	\$ 600

Bond #	Type of Bond	Issuer	Obligee	Policy Term	Approximate Bond Amount	Approximate Bond Premium
	Hauler Bond		and Sanitation	4/16/2026		
0260715	Waste Related Bond	Berkley	St Johns County	5/27/2024 - 5/27/2026	\$ 25,000	\$ 375
0266267	Contractor Related Bond	Berkley	State of Washington	1/4/2025 - 1/1/2026	\$ 30,000	\$ 450
0260717	License / Permit Related Bond	Berkley	New York State Dept of Environmental Conservation	4/25/2024 - 4/25/2026	\$ 50,000	\$ 750
0257112	Franchise Related Bond	Berkley	City of Jacksonville, FL	11/16/2025 - 11/15/2027	\$ 25,000	\$ 375
0257608	Guarantee Related Bond	Berkley	Construction Contractors Board of the State of Oregon	11/19/2025 - 11/19/2027	\$ 30,000	\$ 450
0267701	Contractor Bond	Berkley	New Jersey Division of Consumer Affairs	3/3/2025 - 3/3/2026	\$ 10,000	\$ 150
0259539	Disposal Related Bond	Berkley	City of Jacksonville, FL	3/18/2024 - 3/18/2026	\$ 1,800	\$ 100
0267718	License / Permit Related Bond	Berkley	City of Tualatin	3/24/2025 - 3/24/2026	\$ 72,278	\$ 1,084
0257129	Commercial Hauler Bond	Berkley	Salt Lake County Health Dept	11/18/2025 - 11/18/2027	\$ 13,000	\$ 195
0258367	License / Permit Related Bond	Berkley	Metro Wastewater Reclamation District	1/29/2024 - 1/29/2026	\$ 40,000	\$ 600
0257126	License / Permit Related Bond	Berkley	County of Sonoma Department of Health Services	1/1/2024 - 12/31/2025	\$ 1,000	\$ 100
0264753	License / Permit Related Bond	Berkley	Westmoreland County	4/1/2024 - 3/31/2026	\$ 10,088	\$ 151

Bond #	Type of Bond	Issuer	Obligee	Policy Term	Approximate Bond Amount	Approximate Bond Premium
0257128	License / Permit Related Bond	Berkley	San Juan County	1/1/2024 - 12/31/2025	\$ 1,000	\$ 100
0264730	License / Permit Related Bond	Berkley	Alabama Onsite Wastewater Board	10/16/2025 - 10/16/2026	\$ 15,000	\$ 225
0257606	License / Permit Related Bond	Berkley	City of Green	11/18/2025 - 11/18/2027	\$ 500	\$ 100
0257110	Commercial Hauler Bond	Berkley	Town of Merrimack	11/16/2025 - 11/16/2027	\$ 1,000	\$ 100
0266245	License / Permit Related Bond	Berkley	Septic Industry County of Suffolk Dept of Consumer Affairs	11/27/2025 - 11/27/2026	\$ 10,000	\$ 150
0266244	License / Permit Related Bond	Berkley	Septic Industry County of Suffolk Dept of Consumer Affairs	11/27/2025 - 11/27/2026	\$ 10,000	\$ 150
0257127	Septic Tank Pumpers Bond	Berkley	Island County Board of Health Department	11/17/2023 - 12/31/2025	\$ 2,000	\$ 100
0257113	License / Permit Related Bond	Berkley	County of Loudoun	11/15/2025 - 11/15/2027	\$ 10,000	\$ 150
0257111	Sewage Disposal Service Bond	Berkley	State of Oregon Water Quality Division	11/9/2025 - 11/9/2027	\$ 15,000	\$ 225
0257605	License / Permit Related Bond	Berkley	East Windsor Municipal Utilities Authority	12/1/2025 - 12/1/2027	\$ 20,000	\$ 300
0266254	License / Permit Related Bond	Berkley	Borough of Roosevelt	1/1/2025 - 12/31/2026	\$ 33,790	\$ 1,014
0258372	Street Excavation Bond	Berkley	City and County of San Francisco	2/9/2024 - 2/9/2026	\$ 25,000	\$ 375

Bond #	Type of Bond	Issuer	Obligee	Policy Term	Approximate Bond Amount	Approximate Bond Premium
0258355	Utility Related Bond	Berkley	Orange County Utilities Department	12/19/2023 - 12/19/2025	\$ 30,000	\$ 450
0258370	License / Permit Related Bond	Berkley	Plaquemine Parish Government	2/1/2024 - 2/1/2026	\$ 1,500	\$ 100
0258368	Commercial Hauler Bond	Berkley	County of Napa, CA	2/11/2024 - 2/11/2026	\$ 5,000	\$ 100