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*Proposed Co-Counsel to the Debtors
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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 (I) AUTHORIZING PAYMENT OF
PREPETITION TRADE CLAIMS AND (II) AUTHORIZING
THE PAYMENT OF AND CONFIRMING ADMINISTRATIVE
EXPENSE STATUS OF OUTSTANDING ORDER CLAIMS**

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 (i) authorizing payment of prepetition Trade Claims (as defined below) and (ii) authorizing the payment and confirming administrative expense status of Outstanding Order Claims (as defined below). 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), 363, 503, 507(a), 1107(a), and 1108 of title 11 of the United States Code (as amended, the “**Bankruptcy Code**”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 2002-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “**Local Rules**”), and section V.a of the Court’s Chapter 11 Complex Case Procedures (Dec. 2, 2025) (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 (the **Plan**). Pursuant to the Plan, all general unsecured creditors will be paid in full.

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. TRADE CLAIMS

9. As described in the First Day Declaration, USS’s core business is providing temporary site solutions which include renting out and servicing a range of equipment such as portable restrooms, hand hygiene stations, tanks, pumps, trailers, temporary fencing, roll-off dumpsters, modular storage, water and waste holding tanks, and temporary power units (collectively, the “**Equipment**”), and providing other related products and materials such as cleaning chemicals, deodorizer, and toilet paper (together with the Equipment, the “**Products**”). USS also provides consistent, high-quality cleaning and maintenance services for its customers, which include pumping out waste holding tanks, sanitizing and cleaning the portable restrooms, and replacing Products as needed (the “**Services**”, and together with the Products, the “**Products and Services**”). USS relies on thousands of vendors (the “**Trade Creditors**”) to provide these Products and Services as well as to maintain its corporate operations.

10. USS’s ability to continue generating revenue and operating its business in the ordinary course, and thus ensure the success of these cases, fundamentally depends on USS’s ability to effectively manage the complex process by which it obtains and provides the Products and Services to its customers. At any given time, USS owes Trade Creditors fees and other charges on account of the Products and Services (the “**Trade Claims**”).

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

1. *Products*

11. USS purchases most of its Products from a small number of suppliers. These Products include single-user portable restroom units, restroom trailers, toilet paper, paper towels, sanitizing and deodorizing liquids, handwashing equipment, and flushing mechanisms, and other related materials. Relying on a limited number of suppliers for these Products allows USS to recognize cost efficiencies through volume pricing and cost efficiencies. In order to maintain the level of inventory necessary to service its customers across 47 states and approximately 200,000 number of sites, USS receives delivery of Products from Trade Creditors on a daily basis. Failure to pay for Products could cause a significant interruption in their delivery to USS and its customers, which could cause irreparable harm to USS's operations. Therefore, it is critical to USS's operations that they be able to continue to pay for Products in the ordinary course of business, including on account of Products delivered prepetition for which amounts remain due. In addition, many Trade Creditors delivered Products to USS in the twenty days immediately preceding the Petition Date, thereby potentially incurring claims that give rise to administrative priority claims under section 503(b)(9) of the Bankruptcy Code (the "**503(b)(9) Claims**").

2. *Waste Disposal*

12. USS also relies on over 300 Trade Creditors to dispose of waste that USS personnel remove from USS's portable restrooms. These Trade Creditors are critical to USS's operations due to their regional coverage across multiple markets and relationships with local vendors for waste disposal. These Trade Creditors would be difficult to replace, as specific vendors are constrained geographically and by the amount of waste that each one is permitted to dispose of in its respective jurisdiction.

3. *Equipment Rentals*

13. USS also relies on numerous Trade Creditors for short-term leases of power generators, specialized trucks and trailers, fencing, and other related equipment critical to USS's services. These Trade Creditors allow USS to fulfill customer needs without purchasing this equipment. Many of these Trade Creditors, referred to by USS as "subcontractors," also provide

related Services such as temporary power setup, fence installation, setup for construction venues, and support for disaster response. USS frequently relies on the Products and Services from these Trade Creditors for pumping, cleaning, and delivery on occasions when USS's own inventory and personnel at particular locations are insufficient to meet the needs of USS's customers, especially during peak demand periods. Without these Trade Creditors, USS either would be unable to serve its customers or would need to keep excess inventory and staff on hand to satisfy high demand.

4. *Vehicle Repair and Maintenance; Shippers*

14. USS's operations rely on a fleet of specialized vacuum trucks, delivery and service vehicles, and trailers used to transport portable restroom units, pump waste, and service customer sites. The continued availability and proper functioning of this fleet are essential to USS's ability to operate its business. USS relies on certain vendors to provide critical vehicle repair and maintenance services necessary to keep this fleet operational. In addition, USS depends on an extensive network of shippers to efficiently transport Products to customer locations. Any disruption in these services—whether due to nonpayment or otherwise—would delay deliveries, impair servicing of customer sites, and materially disrupt USS's operations. Accordingly, these service providers are critical to USS's day-to-day business and the uninterrupted continuation of its operations

15. Moreover, under the laws of most states, unless timely paid, these Trade Creditors may, in certain circumstances, hold or assert a lien on USS's property in their possession to secure their claims on account of handling such property (the "**Lien Claims**").

16. During the 12 months prior to the Petition Date, USS's average monthly payment to all Trade Creditors was approximately \$22.2 million in the aggregate. The Debtors estimate that, as of the Petition Date, there are approximately \$46.8 million outstanding on account of undisputed Trade Claims. USS estimates that approximately \$37.4 million of that amount is due or will become due and payable prior to entry of the order granting the requested relief on a final basis (the "**Interim Period**").

17. USS requests authority to pay prepetition Trade Claims during the Interim Period in an aggregate amount not to exceed \$37.4 million. USS is not seeking to pay these claims immediately or in a lump sum. Rather, USS intends to pay the Trade Claims as they become due and payable in the ordinary course of its business, subject to any trade agreements with the Trade Creditors (as described below).

18. Accordingly, USS requests authority to (a) pay prepetition Trade Claims in its sole discretion and subject to its determination as to which Trade Claims will be paid pursuant to this authority and (b) before making a payment to a Trade Creditor, settle all or some of the prepetition Trade Claims for less than the face amount of the claim without further notice or hearing.

III. CUSTOMARY TRADE TERMS & CONDITIONS

19. USS proposes that it may condition payment of any Trade Claim upon its holder's agreement to continue, during the pendency of these cases, providing its Products or Services, as applicable, to USS on the most favorable terms, taken as a whole, that were in effect between such holder and USS in the two-year period prior to the Petition Date (the "**Customary Trade Terms**"). To the extent a Trade Creditor refuses to provide Products or Services to USS on the Customary Trade Terms, USS seeks authority to enter into other agreements with any such Trade Creditor in its reasonable discretion.

20. In an effort to ensure that Trade Creditors comply with the Customary Trade Terms, USS proposes the following procedures, to be implemented in USS's sole discretion, as a condition to paying prepetition Trade Claims:

- USS may require a written agreement from the Trade Creditor (email would suffice), obligating such Trade Creditor to continue to supply its Products or Services, as applicable, to USS during the pendency of these cases on the applicable Customary Trade Terms (each, a "**Trade Agreement**");
- by accepting payment on account of its prepetition Trade Claim, the Trade Creditor will be deemed to have agreed to continue supplying its Products or Services, as applicable, to USS during the pendency of these cases on the Customary Trade Terms, whether or not such Trade Creditor has executed a Trade Agreement;
- to the extent applicable, as a further condition to receiving payment on account of its prepetition Trade Claim, the Trade Creditor will (i) take, at its sole cost,

whatever action is necessary to remove any existing lien on USS's property and (ii) waive any right to assert a lien on USS's property on account of such Trade Claim;

- if a Trade Creditor accepts payment on account of its prepetition Trade Claim and, thereafter, refuses to continue to supply its Products or Services, as applicable, to USS on the Customary Trade Terms (or on such terms as were individually agreed to between USS and such Trade Creditor), USS may, in its sole discretion, and without further order of the Court,
 - (i) terminate the applicable Trade Agreement,
 - (ii) declare that the payment of the relevant Trade Claim was a postpetition transfer voidable pursuant to section 549(a) of the Bankruptcy Code, and
 - (iii) either demand that the applicable Trade Creditor immediately return such payment(s) or recoup such payment(s), including through crediting such payment(s) against postpetition invoices.
- Upon recovery by USS, the applicable Trade Claim will be reinstated to the extent necessary to restore the parties to their original positions, as if the Trade Agreement had never been entered into and the payment had not been made.

21. Notwithstanding anything to the contrary in the foregoing, USS's inability to enter into a Trade Agreement will not preclude it from paying a prepetition Trade Claim, when, in USS's reasonable discretion, such payment is necessary to avoid disruption to its business or otherwise maximize value of its estates.

IV. OUTSTANDING ORDERS

22. USS may have ordered goods in the ordinary course of its business before the Petition Date that will not be delivered until after the Petition Date (the "**Outstanding Orders**"). To avoid the risk of becoming general unsecured creditors with respect to such goods, certain holders of claims on account of Outstanding Orders may refuse to ship or transport the Products subject to the Outstanding Orders (or may recall shipments) unless USS issues substitute purchase orders postpetition.

23. To prevent any disruption to USS's business operations, and given that claims on account of some of the Products delivered after the Petition Date (the "**Outstanding Order Claims**") may be afforded administrative expense status under section 503(b) of the Bankruptcy Code, USS requests that the Court (a) grant administrative status under section 503(b) of the

Bankruptcy Code to all undisputed Outstanding Order Claims and (b) authorize USS to satisfy those claims in the ordinary course of business.

BASIS FOR RELIEF

I. THE COURT HAS AMPLE POWER TO AUTHORIZE PAYMENT OF PREPETITION TRADE CLAIMS.

24. The Court may authorize the payment of prepetition Trade Claims 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))).

25. *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).

26. 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.

27. Second, the Court may authorize payment of prepetition claims in appropriate circumstances under section 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.”).

28. *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).

29. 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.

30. Accordingly, the relief requested in this Motion advances the goals of USS to maximize the value of its estates for the benefit of its various stakeholders.

II. SOUND BUSINESS PURPOSE EXISTS FOR PAYING PREPETITION AMOUNTS OWED IN CONNECTION WITH THE TRADE CLAIMS.

A. Payment of Trade Claims Is Important to the Smooth Operation of USS's Business

31. There is ample business justification to authorize the payment of prepetition Trade Claims. USS seeks to advance the Chapter 11 Cases with minimal disruption to its business operations. Any disruption due to the failure to timely provide the Products and Services to its customers could weaken USS's operations, which would likely cause its revenues to decrease, hurt its reputation in the market, and harm its estates. USS anticipates that failure to pay prepetition Trade Claims as they come due is likely to result in many Trade Creditors refusing to provide their Products or Services, as applicable, or imposing onerous commercial terms on USS. Thus, USS's ability to pay prepetition Trade Claims is essential to USS's continued operations. The relief requested in this Motion will allow USS to maintain good working relationships with the Trade Creditors and ensure continued, uninterrupted operation of USS's businesses.

32. The Trade Creditors are in the best position to provide the necessary Products and Services to USS because they are familiar with USS's business, based on the relationships that USS has built over the years. If all or certain of the Trade Creditors refuse to perform, USS may find it difficult to locate replacement vendors necessary to support their operations and thus, make it difficult to maintain business operations. Even if USS were able to obtain replacement Products and Services, doing so may cause substantial costs and delay. The ensuing harm to USS, its estates and stakeholders would far outweigh the cost of paying prepetition Trade Claims on the terms set forth in the Motion. Thus, the relief requested is necessary to avoid immediate and irreparable harm to USS.

B. Payment of Prepetition Trade Claims Will Not Impair the Interests of Other Creditors.

33. Many of the Trade Claims are entitled to priority or otherwise will have to be paid in full under a chapter 11 plan. For example, the 503(b)(9) Claims may be entitled to the statutory priority under section 503(b)(9) of the Bankruptcy Code (granting priority status for claims on account of goods delivered to a debtor in the ordinary course of business within 20 days before the petition date). *See* 11 U.S.C. §503(b)(9). USS, therefore, would be required to pay such claims in full to confirm a plan of reorganization. *See* 11 U.S.C. § 1129(a)(9)(A) (requiring payment in full of claims entitled to administrative expense priority).

34. Similarly, many of the Lien Claims will have to be paid in full under any chapter 11 plan as they are likely fully secured by the value of USS's property in their possession. Alternatively, the holders of the Lien Claims may be entitled to retain USS's property, thereby disrupting USS's supply chain and distribution network. The cost of such disruption to USS would likely be much greater than the aggregate amount of the Lien Claims USS is seeking to pay. Furthermore, pursuant to section 363(e) of the Bankruptcy Code, the holders of the Lien Claims may be entitled to adequate protection.

35. Accordingly, the relief requested herein with respect to the Lien Claims and the 503(b)(9) Claims will affect only the timing of the payment of these claims and not whether these claims will ultimately be paid in full.

36. Importantly, the requested relief would benefit USS's estates with little or no risk. Under the Restructuring Support Agreement, executed by the holders of the substantial majorities of claims in each impaired class entitled to vote on the Plan,³ it is a condition to such creditors' support of the Plan that the Plan provides that all general unsecured claims, including Trade Claims, be unimpaired under the Plan and paid in full in the ordinary course in order to maintain USS's business operations and minimize the disruption attendant to the filing of the Chapter 11

³ On the Petition Date, the Debtors filed the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Plan**").

Cases. Thus, once again, assuming the Plan is ultimately confirmed, the relief sought in the Motion alters only the timing of payments and not whether the Trade Claims are to be paid in full.

37. Courts in this Circuit have granted similar relief in similar cases. *See, e.g., In re WW Int'l, Inc.*, Case No. 25-10829 (CTG) (Bankr. D. Del. May 28, 2025) [Docket No. 116] (authorizing debtors to pay some or all prepetition trade claims in full); *In re Wag! Grp. Co.*, Case No. 25-11358 (TMH) (Bankr. D. Del. Aug. 8, 2025) [Docket No. 68] (granting similar relief); *In re Joann Inc.*, Case No. 24-10418 (CTG) (Bankr. D. Del. Apr. 12, 2024) [Docket No. 215] (granting similar relief). Similar relief is also appropriate here.

38. Accordingly, the requested relief is necessary to avoid immediate and irreparable harm to USS's estates, is in the best interests of USS, its estates and stakeholders, and is warranted under the circumstances.

III. THE COURT SHOULD AUTHORIZE THE PAYMENT OF OUTSTANDING ORDER CLAIMS AND AWARD THEM ADMINISTRATIVE STATUS.

39. As discussed above, without authorization to satisfy the Outstanding Order Claims as they come due in the ordinary course, USS may be required to expend substantial time and effort reissuing the Outstanding Orders to provide the applicable Trade Creditors with assurance of administrative priority status of such claims, or to litigate numerous motions for adequate assurance or for assumption of contracts where applicable. This would cause significant disruption to USS's operations and uninterrupted flow of critical Products and Services, which would harm USS's business, strain commercial relationships, and ultimately lead to a loss of revenue.

40. Under section 503(b)(1) of the Bankruptcy Code, claims are accorded administrative status to the extent that they are for the actual, necessary costs and expenses of preserving the bankruptcy estate. *See* 11 U.S.C. § 503(b)(1). To be awarded administrative status, a claimant must show that its transaction with the debtor provided a benefit to the debtor's estate. *See In re Whistler Energy II, L.L.C.*, 931 F.3d 432, 440 (5th Cir. 2019) (section 503(b)(1) of the Bankruptcy Code "grants priority status to certain necessary expenses incurred after the filing of a bankruptcy petition that benefit the bankruptcy estate").

41. Pursuant to section 503(b)(1), obligations that arise in connection with postpetition delivery of goods, even if they were ordered prepetition, are entitled to administrative expense priority in virtually all instances. *See Frito-Lay, Inc. v. LTV Steel Co., Inc. (In re Chateaugay Corp.)* 10 F.3d 944, 956 (2d Cir. 1993) (a claim arising from postpetition performance was entitled to administrative expense priority even though it related to a prepetition transaction); *In re John Clay & Co.*, 43 B.R. 797, 809-10 (Bankr. D. Utah 1984) (goods ordered prepetition but delivered postpetition are entitled to administrative priority).

42. Accordingly, USS requests (i) authorization to satisfy the Outstanding Order Claims and (ii) the grant of administrative status to such claims under section 503(b)(1) of the Bankruptcy Code. This relief will help ensure a continuous supply of Products and Services from vendors that may otherwise be hesitant to continue transacting with USS. Absent this relief, USS likely would be required to expend time and resources convincing vendors of USS's authority to continue making ordinary course payments and reissuing prepetition orders.

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

43. 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 and anticipated access to debtor in possession financing and 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

44. 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. The payment of the Trade Claims is critical and necessary to maintain USS’s operations and preserve USS’s business relationships with current customers. 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)

45. 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

46. 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

47. 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) all applicable banks and financial institutions; and (h) 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 and (2) 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) enter an order, substantially in the form attached to the Motion as **Exhibit A-1**, (i) granting the Motion on an interim basis, and (ii) scheduling 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

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- and -

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Proposed Co-Counsel to the Debtors

EXHIBIT A-1 TO TRADE CLAIMS 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 (I) AUTHORIZING PAYMENT OF
PREPETITION TRADE CLAIMS AND (II) AUTHORIZING
THE PAYMENT OF AND CONFIRMING ADMINISTRATIVE
EXPENSE STATUS OF OUTSTANDING ORDER CLAIMS**

The relief set forth on the following pages, numbered three (3) through ten (10), 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

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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 (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

Upon the motion (the “**Motion**”)¹ of the above-captioned debtors (collectively, the “**Debtors**”) for entry of an interim order (this “**Interim Order**”) (i) authorizing payment of prepetition Trade Claims and (ii) authorizing payment and confirming administrative expense status of Outstanding Order Claims; 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 entry of this Interim Order on an expedited interim basis 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 (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,

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

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

Case No.: 25-[●] (●)

Caption of Order: Interim Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

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 are authorized, but not directed, to pay, in their sole discretion, and exercise of reasonable business judgment, subject to this Interim Order, certain undisputed prepetition Trade Claims in full, and in all cases subject to the following: (a) the Debtors shall, in their sole and reasonable discretion, and subject to the limitations set forth below, determine which Trade Claims, if any, will be paid pursuant and subject to this Interim Order and (b) before making a payment to a Trade Creditor, the Debtors may, at their sole and reasonable discretion, settle all or some of the prepetition Trade Claims of such creditor for less than the face amount of such Trade Claims without further notice or hearing; *provided* that the Debtors are authorized, but not directed, to pay only undisputed amounts due and payable as of the Petition Date and amounts that are or become due and payable during the Interim Period in an aggregate amount not to exceed \$37.4 million, unless otherwise ordered by this Court.

(Page 5)

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

Case No.: 25-[●] (●)

Caption of Order: Interim Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

4. As a condition to paying prepetition Trade Claims, the Debtors are authorized, but not directed, to implement the following procedures:

- the Debtors may require a written agreement from the Trade Creditor (email would suffice), obligating such Trade Creditor to continue to supply its Products or Services, as applicable, to the Debtors during the pendency of these cases on the applicable Customary Trade Terms (each, a “**Trade Agreement**”),
- by accepting payment on account of its prepetition Trade Claim, the Trade Creditor will be deemed to have agreed to continue supplying its Products or Services, as applicable, to the Debtors during the pendency of these cases on the Customary Trade Terms, whether or not such Trade Creditor has executed a Trade Agreement;
- to the extent applicable, as a further condition to receiving payment on account of its prepetition Trade Claim, the Trade Creditor will (i) take, at its sole cost, whatever action is necessary to remove any existing lien on the Debtors’ property and (ii) waive any right to assert a lien on the Debtors’ property on account of such Trade Claim;
- if a Trade Creditor accepts payment on account of its prepetition Trade Claim and, thereafter, refuses to continue to supply its Products or Services, as applicable, to the Debtors on the Customary Trade Terms (or on such terms as were individually agreed to between the Debtors and such Trade Creditor), the Debtors may, in their sole discretion, with notice, and without further order of the Court,
 - (i) terminate the applicable Trade Agreement,
 - (ii) declare that the payment of the relevant Trade Claim was a postpetition transfer voidable pursuant to section 549(a) of the Bankruptcy Code, and
 - (iii) either demand that the applicable Trade Creditor immediately return such payment(s) or recoup such payment(s), including through crediting such payment(s) against postpetition invoices.
- Upon recovery by the Debtors, the applicable Trade Claim will be reinstated to the extent necessary to restore the parties to their original positions, as if the Trade Agreement had never been entered into and the payment had not been made.

5. The Debtors may condition payment of any Trade Claim on the execution of a Trade Agreement (which may take the form of an email) with the applicable Trade Creditor, obligating such creditor to continue to supply its Products or Services, as applicable, to the Debtors during the pendency of these chapter 11 cases on the applicable Customary Trade Terms.

6. Any holder of a Trade Claim that accepts payment on account of its prepetition Trade Claim pursuant to this Interim Order shall be deemed to have agreed to (a) continue

(Page 6)

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

Case No.: 25-[●] (●)

Caption of Order: Interim Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

supplying its Products or Services, as applicable, to the Debtors during the pendency of these chapter 11 cases on the applicable Customary Trade Terms, whether or not such holder has executed a Trade Agreement, and (b) the terms and provisions of this Interim Order.

7. For the avoidance of doubt, any Trade Creditor, by accepting payment on account of its prepetition Trade Claim pursuant to this Interim Order, is bound by the Customary Trade Terms regardless of whether or not such Trade Claimant executes a Trade Agreement.

8. If the Debtors determine, in their sole discretion, with notice, that a holder of a Trade Claim has not complied with the terms of the applicable Trade Agreement or this Interim Order, or has otherwise failed to continue to provide Customary Trade Terms following the receipt of payment hereunder, the Debtors are authorized to (a) terminate the applicable Trade Agreement, (b) declare that the payment on account of the relevant Trade Claim is a postpetition transfer voidable pursuant to section 549(a) of the Bankruptcy Code, (c) either demand that the applicable Trade Creditor immediately return or recoup such payment, including through crediting such payment against postpetition invoices, and (d) pursue any other remedy available to them under this Interim Order, applicable law, or any executed agreement with such Trade Creditor. Upon recovery of such payment, the applicable Trade Claim shall be reinstated in the amount necessary to restore the Debtors and the applicable Trade Creditor to their original positions; *provided*, however, that the Trade Agreement shall be reinstated if (a) the Court, upon a motion from the applicable Trade Creditor, finds the Debtors' determination of default to be materially incorrect or (b) the default under the Trade Agreement is fully cured no later than five (5) business days after the date the default occurred.

9. The Debtors are authorized, but not directed, to pay all undisputed Outstanding Order Claims in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date. The undisputed Outstanding Order Claims shall be entitled to administrative expense status under section 503(b)(1) of the Bankruptcy Code (junior to any

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

Case No.: 25-[●] (●)

Caption of Order: Interim Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

superpriority administrative expense claims granted by any Court orders authorizing the Debtors' postpetition financing and use of cash collateral and subject to the carve out approved in any such orders).

10. The Debtors shall maintain a matrix/schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Interim Order including the following information: (i) date of payment; (ii) the names of the payee; (iii) the Debtor making such payment; and (iv) the amount of the payment if exceeding \$100,000. Upon the entry of this Interim Order, the Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and to the advisors to any statutory committee(s) appointed in these Chapter 11 Cases as of two weeks after the Petition Date, as of January 31, 2026, and as of the last day of each calendar month thereafter. Each such report shall be delivered within seven (7) days after the relevant measurement date.

11. Prior to entry of a Final Order, the Debtors shall not pay any obligations under this Interim Order unless they are due or deemed necessary to be paid in the Debtors' reasonable business judgment to ensure ongoing provision of goods or services or otherwise to avoid an adverse effect on operations.

12. Nothing herein shall impair or prejudice the rights of the U.S. Trustee or the advisors to any statutory committee(s) appointed in these Chapter 11 Cases, which are expressly reserved, to object to any payment made pursuant to this Interim Order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or any affiliate of an insider to the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, the Debtors shall provide seven (7) calendar days' advance notice to, and opportunity to object by, the U.S. Trustee and the advisors to any statutory committee(s) appointed in these Chapter 11 Cases; *provided* that if any party objects to a payment, the Debtors shall not make such payment without further order of this court.

(Page 8)

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

Case No.: 25-[●] (●)

Caption of Order: Interim Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

13. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity, or (b) except with respect to the amounts related to the Outstanding Order Claims, be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

14. Nothing contained 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 therein; (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; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

15. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of Trade Claims 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.

(Page 9)

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

Case No.: 25-[●] (●)

Caption of Order: Interim Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

16. The Debtors are authorized and directed, 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 the Motion or this Interim Order, nor the Debtors' implementation of the relief granted in this Interim Order, shall be deemed to modify or waive any of the Debtors' rights with respect to the Products or Services requested or received from the Trade Creditors, including the Debtors' rights to (a) cancel a purchase order, (b) decline the acceptance of any Products or Services, (c) return any defective, nonconforming or unacceptable Products, or (d) contest the amount of any invoice or claim on any grounds.

18. Notwithstanding anything to the contrary in this Interim Order, any payment made, or authorization contained, under this Interim Order, 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 the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 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), as well as on each bank and financial institution that is directed to comply with the terms of this Interim Order.

(Page 10)

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

Case No.: 25-[●] (●)

Caption of Order: Interim Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

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.

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 TRADE CLAIMS 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 (I) AUTHORIZING PAYMENT OF
PREPETITION TRADE CLAIMS AND (II) AUTHORIZING
THE PAYMENT OF AND CONFIRMING ADMINISTRATIVE
EXPENSE STATUS OF OUTSTANDING ORDER CLAIMS**

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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*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: Final Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

Upon the motion (the “**Motion**”)¹ of the above-captioned debtors (collectively, the “**Debtors**”) for entry of a final order (this “**Final Order**”) (i) authorizing payment of prepetition Trade Claims and (ii) authorizing the payment of and confirming administrative expense status of Outstanding Order Claims; 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; it is hereby **ORDERED** that:

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay, in their sole discretion and exercise of reasonable business judgment, subject to this Final Order, certain undisputed prepetition Trade Claims in full, and in all cases subject to the following: (a) the Debtors shall, in their sole and reasonable discretion, and subject to the limitations set forth below, determine which Trade Claims, if any, will be paid pursuant and subject to this Final Order, and (b) before making a payment to a Trade Creditor, the Debtors may, at their sole and reasonable discretion, settle all or some of the prepetition Trade Claims of such creditor for less than their face amount of such Trade Claims without further notice or hearing.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

(Page 4)

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

Case No.: 25-[●] (●)

Caption of Order: Final Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

3. As a condition to paying prepetition Trade Claims, the Debtors are authorized, but not directed, to implement the following procedures:

- the Debtors may require a written agreement from the Trade Creditor (email would suffice), obligating such Trade Creditor to continue to supply its Products or Services, as applicable, to the Debtors during the pendency of these cases on the applicable Customary Trade Terms (each, a “**Trade Agreement**”),
- by accepting payment on account of its prepetition Trade Claim, the Trade Creditor will be deemed to have agreed to continue supplying its Products or Services, as applicable, to the Debtors during the pendency of these cases on the Customary Trade Terms, whether or not such Trade Creditor has executed a Trade Agreement;
- to the extent applicable, as a further condition to receiving payment on account of its prepetition Trade Claim, the Trade Creditor will (i) take, at its sole cost, whatever action is necessary to remove any existing lien on the Debtors’ property and (ii) waive any right to assert a lien on the Debtors’ property on account of such Trade Claim;
- if a Trade Creditor accepts payment on account of its prepetition Trade Claim and, thereafter, refuses to continue to supply its Products or Services, as applicable, to the Debtors on the Customary Trade Terms (or on such terms as were individually agreed to between the Debtors and such Trade Creditor), the Debtors may, in their sole discretion, with notice, and without further order of the Court,
 - (i) terminate the applicable Trade Agreement,
 - (ii) declare that the payment of the relevant Trade Claim was a postpetition transfer voidable pursuant to section 549(a) of the Bankruptcy Code, and
 - (iii) either demand that the applicable Trade Creditor immediately return such payment(s) or recoup such payment(s), including through crediting such payment(s) against postpetition invoices.
- Upon recovery by the Debtors, the applicable Trade Claim will be reinstated to the extent necessary to restore the parties to their original positions, as if the Trade Agreement had never been entered into and the payment had not been made.

4. The Debtors may condition payment of any Trade Claims on the execution of a Trade Agreement (which may take the form of an email) with the applicable Trade Creditor obligating such creditor to continue to supply Products or Services, as applicable, to the Debtors during the pendency of these chapter 11 cases on the applicable Customary Trade Terms.

5. Any holder of a Trade Claim that accepts payment on account of its prepetition Trade Claim pursuant to this Final Order shall be deemed to have agreed to (a) continue supplying

(Page 5)

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

Case No.: 25-[●] (●)

Caption of Order: Final Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing the Payment of and Confirming Administrative Expense Status of Outstanding Order Claims

its Products or Services, as applicable, to the Debtors during the pendency of these chapter 11 cases on the applicable Customary Trade Terms, whether or not such holder has executed a Trade Agreement, and (b) the terms and provisions of this Final Order.

6. For the avoidance of doubt, any Trade Creditor, by accepting payment on account of its prepetition Trade Claim pursuant to this Final Order, is bound by the Customary Trade Terms regardless of whether or not such Trade Claimant executes a Trade Agreement.

7. If the Debtors determine, in their sole discretion, with notice, that a holder of a Trade Claim has not complied with the terms of the applicable Trade Agreement or this Final Order, or has otherwise failed to continue to provide Customary Trade Terms following the receipt of payment hereunder, the Debtors are authorized to (a) terminate the applicable Trade Agreement, (b) declare that the payment on account of the relevant Trade Claim is a postpetition transfer voidable pursuant to section 549(a) of the Bankruptcy Code, (c) either demand that the applicable Trade Creditor immediately return or recoup such payment, including through crediting such payment against postpetition invoices, and (d) pursue any other remedy available to them under this Final Order, applicable law, or any executed agreement with such Trade Creditor. Upon recovery of such payment, the applicable Trade Claim shall be reinstated in the amount necessary to restore the Debtors and the applicable Trade Creditor to their original positions; *provided, however*, that the Trade Agreement shall be reinstated if (a) the Court, upon a motion from the applicable Trade Creditor, finds the Debtors' determination of default to be materially incorrect or (b) the default under the Trade Agreement is fully cured no later than five (5) business days after the date the default occurred.

8. The Debtors are authorized, but not directed, to pay all undisputed Outstanding Order Claims in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date. The undisputed Outstanding Order Claims shall be entitled to administrative expense status under section 503(b)(1) of the Bankruptcy Code (junior to any

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superpriority administrative expense claims granted by any Court orders authorizing the Debtors' postpetition financing and use of cash collateral and subject to the carve-out in any such orders).

9. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity, or (b) except with respect to the amounts related to the Outstanding Order Claims, be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

10. The Debtors shall maintain a matrix/schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Final Order including the following information: (i) date of payment; (ii) the names of the payee; (iii) the Debtor making such payment; and (iv) the amount of the payment if exceeding \$100,000. Upon the entry of the Interim Order, the Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and to the advisors to any statutory committee(s) appointed in these Chapter 11 Cases as of two weeks after the Petition Date, as of January 31, 2026, and as of the last day of each calendar month thereafter. Each such report shall be delivered within seven (7) days after the relevant measurement date.

11. Nothing herein shall impair or prejudice the rights of the U.S. Trustee or the advisors to any statutory committee(s) appointed in these Chapter 11 Cases, which are expressly reserved, to object to any payment made pursuant to this Final Order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or any affiliate of an insider to the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, the Debtors shall provide seven (7) calendar days' advance notice to, and opportunity to object by, the U.S. Trustee and the advisors to any statutory committee(s) appointed in these Chapter 11 Cases; *provided* that if any party objects to a payment, the Debtors shall not make such payment without further order of this court.

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12. Nothing contained 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 therein; (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; or (g) 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 Trade Claims 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 Final Order.

14. The Debtors are authorized and directed, 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.

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15. Nothing in the Motion or this Final Order, nor the Debtors' implementation of the relief granted in this Final Order, shall be deemed to modify or waive any of the Debtors' rights with respect to Products or Services requested or received from the Trade Creditors, including the Debtors' rights to (a) cancel a purchase order, (b) decline the acceptance of any Products or Services, (c) return any defective, nonconforming or unacceptable Products, or (d) contest the amount of any invoice or claim on any grounds.

16. Notwithstanding anything to the contrary in this Final Order, any payment made, or authorization contained, under this Final Order, 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.

17. Notice of the Motion as described therein shall be deemed good and sufficient notice of the Motion and the relief requested therein, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

18. Notwithstanding Bankruptcy Rule 6004(h) any other provision of the Bankruptcy Rules or Local Rules, this Final Order shall be effective and enforceable immediately upon its entry.

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

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