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

*In re*

**UNITED SITE SERVICES, INC. *et al.*,**<sup>1</sup>  
Debtors.

Case No. 25-[●] (●)

Chapter 11

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER  
(I) SCHEDULING A COMBINED HEARING TO APPROVE THE  
DISCLOSURE STATEMENT AND CONFIRM THE PLAN; (II)  
ESTABLISHING OBJECTION DEADLINES; (III) APPROVING  
SOLICITATION PROCEDURES; (IV) APPROVING THE FORM AND  
MANNER OF BALLOTS AND NOTICES; (V) DIRECTING  
THAT A MEETING OF CREDITORS NOT BE CONVENED;  
(VI) CONDITIONALLY WAIVING THE REQUIREMENT TO FILE  
SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF  
FINANCIAL AFFAIRS; (VII) APPROVING PROCEDURES FOR  
ASSUMPTION AND REJECTION OF EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES; (VIII) GRANTING APPROVAL OF RIGHTS  
OFFERING PROCEDURES; AND (IX) GRANTING RELATED RELIEF**

<sup>1</sup> 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](http://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**”).<sup>2</sup>

### RELIEF REQUESTED

1. The Debtors seek entry of an order, substantially in form attached as **Exhibit A** to this Motion:
  - a. scheduling a combined hearing to approve the adequacy of the disclosure statement (including any supplements and exhibits thereto, the “**Disclosure Statement**”) with respect to the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be amended from time to time, the “**Plan**”) and confirm the Plan (the “**Combined Hearing**”);
  - b. establishing the deadline for filing objections to the adequacy of the information contained in the Disclosure Statement and to the confirmation of the Plan (the “**Objection Deadline**”);
  - c. approving (i) prepetition solicitation procedures (the “**Solicitation Procedures**”), (ii) the form of ballots attached hereto as **Exhibits B-1, B-2, B-3, and B-4** (collectively, the “**Ballots**”), (iii) the form of the cover letter attached hereto as **Exhibit C** (the “**Cover Letter**”), (iv) the form and manner of notices of commencement of these cases and of the Combined Hearing attached hereto as **Exhibits D** (the “**Combined Notice**”), (v) the form and manner of the publication of the Combined Notice attached hereto as **Exhibit E** (the “**Publication Notice**”), (vi) the form and manner of notices of non-voting status and opt-out form for holders of Claims and Interests in the Unimpaired Classes attached hereto as **Exhibit F** (the “**Notice to Unimpaired Classes**”) and (vii) the form and manner of notice of non-voting status and opt-out form for holders of Claims and Interests in the Rejecting Classes attached hereto as **Exhibit G** (the “**Notice to Rejecting Classes**”) and, together with the Notice to the Unimpaired Classes, the “**Notices of Non-Voting Status and Opt-Out Form**” and, together with the Combined Notice, the “**Notices**”);
  - d. waiving the requirement to serve solicitation packages (the “**Solicitation Packages**”), Notices of Non-Voting Status and Opt-Out Form, or any other Plan-related materials on holders of Claims and

<sup>2</sup> Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration or the Plan, as defined below.

Interests in Classes 9 (Intercompany Claims) and Classes 10 (Intercompany Interests) (together, the “**Intercompany Classes**”);

- e. (i) directing the United States Trustee for the District of New Jersey (the “**U.S. Trustee**”) to not convene a meeting of creditors (the “**341 Meeting**”) pursuant to section 341(e) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the “**Bankruptcy Code**”); and (ii) conditionally waiving the requirement to file statements of financial affairs and schedules of assets and liabilities required under Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and financial information reports required under Bankruptcy Rule 2015.3 (collectively, the “**Schedules and SOFAs**”) if the Plan is confirmed within 75 days after the petition date, December 29, 2025 (the “**Petition Date**”); *provided* that if the Plan is not confirmed within 75 days after the Petition Date, the Debtors will file the Schedules and SOFAs within 90 days after the Petition Date, without prejudice to the Debtors’ right to request further extensions;
- f. approving notice and objection procedures for the Debtors’ assumption and rejection of Executory Contracts and Unexpired Leases (as each such term is defined in the Plan) (the “**Assumption/Rejection Procedures**”);
- g. granting approval of the procedures for the equity rights offering to be conducted in connection with the Plan (the “**ERO Procedures**”), substantially in the form attached hereto as **Exhibit H**; and the subscription form (the “**Subscription Form**”), substantially in the form attached hereto as **Exhibit I**; and
- h. granting any related relief as the Court may deem necessary.

2. In connection with the foregoing, the Debtors request that the Court approve the following schedule (the “**Proposed Confirmation Schedule**”), subject to the Court’s availability:

| <b>Proposed Confirmation Schedule</b> |   |
|---------------------------------------|---|
| Voting Record Date                    | December 22, 2025   |
| Solicitation Commencement Date        | December 28, 2025, prior to the commencement of the Chapter 11 Cases  |
| Petition Date                         | December 29, 2025   |
| First Day Hearing Date                | December 30, 2025, at 10:00 a.m. (ET)                                 |
| Deadline to Serve Combined Notice     | 3 days after the First-Day Hearing Date (on or about January 2, 2026) |

| <b>Proposed Confirmation Schedule</b>  |   |
|--|---|
| Deadline for Filing Plan Supplement  | 7 days prior to the Confirmation Objection Deadline<br>(on or about January 23, 2026)               |
| Voting Deadline  | January 30, 2026, at 4:00 p.m. (ET)<br>(approximately 28 days after service of the Combined Notice) |
| Deadline for Non-Voting Holders to Opt Out of Third-Party Release                                  | January 30, 2026, at 4:00 p.m. (ET)<br>(approximately 28 days after service of the Combined Notice) |
| Deadline to Object to Plan and Disclosure Statement  | January 30, 2026, at 4:00 p.m. (ET)<br>(approximately 28 days after service of the Combined Notice) |
| Deadline to File Brief in Support of the Plan and Disclosure Statement and Responses to Objections | No less than 2 days prior to the Combined Hearing<br>(on or about February 6, 2026)                 |
| Combined Hearing   | February 10, 2026, at 10:00 a.m. (ET) <sup>3</sup>  |

3. In connection with the Equity Rights Offering contemplated by the Plan and described more fully in Section VI of this Motion and Section IV.C of the Plan, the Debtors propose the following timeline:

| <b>Proposed Equity Rights Offering Schedule</b> |                   |
|---|-------------------|
| Record Date                                     | January 16, 2026  |
| Rights Offering Commencement Date               | January 22, 2026  |
| Rights Offering Expiration Date                 | February 12, 2026 |

4. The principal statutory bases for the relief requested in this Motion are sections 105, 341, 1123, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 1007, 2002, 2015, 2015.3, 3016, 3017, 3018, 3020, and 9006, rule 3016-1, 3018-1, and 9013-5 of the Bankruptcy Local Rules for the District of New Jersey (the “**Local Rules**”), and sections III through VII of the Chapter 11 Complex Case Procedures (Dec. 2, 2025) (the “**Complex Case Procedures**”).

<sup>3</sup> The date and time for the Combined Hearing are subject to the Court’s availability.

## JURISDICTION AND VENUE

5. 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.

## PRELIMINARY STATEMENT

6. USS is the United States' largest provider of portable sanitation systems and related "site services," with more than 3,000 employees and more than 70,000 customers, including the Super Bowl, the Federal Emergency Management Agency (FEMA), music festivals, and homebuilders across the country. It has commenced these Chapter 11 Cases to implement a value-maximizing, prepackaged Plan, which is supported by its largest stakeholders—including the Ad Hoc Group who hold the controlling majority of USS's secured and unsecured funded debt—pursuant to the Restructuring Support Agreement.

7. The Plan is the product of several months of intense, arm's-length negotiations with USS's key stakeholders across its capital structure and will provide significant value to USS's creditors that would not otherwise be obtainable absent the settlements and compromises embodied in the Plan and the consent of its largest secured creditors. The Plan will (i) eliminate more than \$2.4 billion of third-party funded debt, (ii) provide for committed new debt financing of approximately \$300 million (the "**Exit Term Loan Facility**") from the members of the Ad Hoc Group, and (iii) raise up to \$480 million (subject to adjustment based on projected liquidity at emergence and taking into account the payment of the PECF USS Holding Corporation's Equity Owner Consideration) (as defined in the Plan) in equity financing through an equity capital raise (the "**Equity Rights Offering**") fully backstopped by the Ad Hoc Group. In addition, as contemplated by the proposed restructuring, USS expects to raise approximately \$295 million in

additional asset-based and other revolving loans to support its go-forward capital structure. The RSA also provides for access to a \$120 million debtor-in-possession financing facility (the “**DIP Facility**”), which is fully backstopped by the members of the Ad Hoc Group and will provide the necessary runway for USS to obtain confirmation of the Plan.

8. In addition to financing support, the members of the Ad Hoc Group have agreed (a) that holders of Second-Out Term Loans, of which they hold in excess of 92%, will (i) have their claims equitized under the Plan, and (ii) not seek recoveries on account of their claims against a Debtor that holds a large intercompany claim, and which amounts would otherwise be distributable to holders of the Second-Out Term Loans; and (b) to support USS’s commercial relationships by ensuring that USS’s trade and other non-funded debt creditors remain unimpaired by the Plan. The turnaround opportunity embodied in the Plan paves a new path for USS’s success. Over the past several years, USS has struggled to maintain profitability, largely due to prevailing macroeconomic conditions, including limited construction spending and, accordingly, weaker demand for USS’s services since the construction market accounts for over 70% of USS’s revenue. On the cost side, USS’s profitability has been eroded by inflation, including in the cost of portable restroom structures, related supplies, and wages. Furthermore, cost increases cannot be easily offset by price increases, as the market for USS’s services remains extremely competitive.

9. As described more fully in 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**”), USS’s financial challenges first came to a head in 2024, when USS engaged restructuring advisors to explore potential refinancing solutions. Following months of diligence and negotiations, in September 2024 USS announced the closing of a recapitalization transaction (the “**2024 Recapitalization**”). The 2024 Recapitalization eased USS’s financial pressures by lessening its debt burden and providing fresh liquidity. The new capital enabled USS to, among other things, continue implementing meaningful operational improvements. USS was able to engage in significant cost-reduction initiatives, make enhancements to its safety record, and improve customer service and project execution. But, while the benefits generated through the 2024

Recapitalization were intended to support USS through a sustained business recovery, expectations for improved macroeconomic conditions did not materialize, and the benefits from USS's operational improvements were not enough to overcome continued weakening demand in the underlying construction markets USS serves.

10. The restructuring transactions contemplated by the Restructuring Support Agreement and the Plan (and which are described more fully in the First Day Declaration) will allow USS to emerge with ample liquidity and a de-leveraged capital structure well positioned for future success. It is critical that USS effectuate the transactions as set forth on the timeline herein to minimize the potential adverse effects of a chapter 11 process on USS's business, customers, employees and trade partners, reducing operational risk, as well as costs.

11. In accordance with the Restructuring Support Agreement, on December 28, 2025, prior to the filing of these Chapter 11 Cases, USS commenced solicitation of votes on the Plan from holders of Claims in the two classes of claims entitled to vote on the Plan—Classes 6 (First Lien Secured Claims) and 7 (Unsecured Funded Debt Claims). With the express goal of minimizing costs and business disruptions, USS and its advisors devoted considerable effort to achieving, prior to commencing these cases, the consensual restructuring reflected in the Restructuring Support Agreement and the Plan. As such, USS believes that, once all votes are in, all classes entitled to vote on the Plan will vote overwhelmingly to accept.

12. While USS had hoped to commence these Chapter 11 Cases with the unanimous support of all their funded debt holders, a single creditor, CastleKnight Management LP (“**CastleKnight**”)—which USS understands to be the largest holder of the Amended Term Loans, Third-Out Notes, and Amended Unsecured Notes—was not willing to support the Plan on terms that were acceptable to the other stakeholders. As such, USS believes that CastleKnight is likely to challenge the Plan. USS is prepared to respond to the merits of any issues raised by CastleKnight at the appropriate time—and on the appropriate timeline—but cannot allow a single minority holdout to use the threat of protracted litigation to extract value or to place at risk the significant value that has been committed pursuant to the Restructuring Support Agreement and the Plan.

13. The Proposed Confirmation Schedule achieves prompt confirmation while providing all parties in interest with full notice and adequate time to evaluate and, if they so desire, object to the Plan. The Proposed Confirmation Schedule complies with all applicable notice requirements under the Bankruptcy Code and Bankruptcy Rules. USS believes, and their major stakeholders resoundingly concur, that an expeditious path to Plan confirmation and emergence from chapter 11 is imperative as the Debtors strive to maximize the value of their business by maintaining operations and critical relationships with key constituents. Delay and distraction will jeopardize those objectives.

14. Accordingly, the Debtors respectfully submit that confirming the Plan on the Proposed Confirmation Schedule, as well as the other relief requested, is in the best interests of the Debtors, their estates, and all stakeholders, and should be approved.

## **BACKGROUND**

### **I. UNITED SITE SERVICES**

15. 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.

16. 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.



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

18. On 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.

19. 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 First Day Declaration, which was filed contemporaneously with this Motion and the Debtors' voluntary petitions for relief.

## **II. SOLICITATION AND VOTING PROCEDURES**

20. The Debtors commenced solicitation of votes prior to filing these Chapter 11 Cases, in accordance with the following Solicitation Procedures. On December 28, 2025, the Debtors' proposed claims, noticing, and solicitation agent, Kurtzman Carson Consultants, LLC dba Verita Global ("**Verita**"), mailed, or caused to be delivered electronically, a Solicitation Package to each person or entity that, based on the Debtors' books and records and the records provided by the relevant administrative agents or trustees, as applicable, held claims in Classes 6 (First Lien Secured Claims) and 7 (Unsecured Funded Debt Claims) (collectively, the "**Voting Classes**") as of December 22, 2025 (the "**Voting Record Date**").

21. The deadline for voting creditors to cast their votes on the Plan (the "**Voting Deadline**") is January 30, 2026, which gives those creditors 33 days from the solicitation commencement date to cast their votes on the Plan.

22. The Solicitation Packages included the Disclosure Statement, the Plan, the Cover Letter, and the applicable Ballot, and contained instructions for the holders of Claims in the Voting Classes to, among other things: (a) cast a vote to accept or reject the Plan such that it was actually received by Verita on or before the Voting Deadline and (b) indicate their election to opt out or not opt out of the consensual third-party release set forth in Article VIII.E of the Plan (the “**Third-Party Release**”) by checking a prominently featured and clearly labeled box. The Ballots contained the full text of the Third-Party Release in bold type. The holders of Claims in the Voting Classes were also informed that, no matter whether they voted to accept or to reject the Plan, failed to vote on the Plan, or indicate on their Ballot whether they accept or reject the Plan, they must affirmatively opt out of the Third-Party Release not to be bound thereby.

23. The holders of Third-Out Claims and Amended Unsecured Notes in Class 7 (the “**Beneficial Holders**”) who hold their position through custodian, broker, dealer, commercial bank, trust company, proxy holder, or other agent or nominee (a “**Nominee**”) may cast their votes through one of two methods, as selected by the Nominee: (i) by completing and signing a Ballot (a “**Beneficial Holder Ballot**”) and returning it to its Nominee, in the manner directed by the Nominee and according to any deadline prescribed by the Nominee to ensure that the Nominee could collect and review Beneficial Holder Ballots and return a completed “master” ballot (a “**Master Ballot**”) to Verita Global (the “**Voting Agent**”) by the Voting Deadline, or (ii) upon receipt of a pre-validated Beneficial Holder Ballot from its Nominee, by returning such Beneficial Holder Ballot directly to the Voting Agent by the Voting Deadline.

24. For ease of administration, the Debtors propose to count the votes of holders of Claims in Classes 6 (First Lien Secured Claims) and 7 (Unsecured Funded Debt Claims) in proportion to the principal amount of their respective Claims, excluding any accrued and unpaid prepetition interest.

25. Claims in Classes 1 (Priority Non-Tax Claims), 2 (Other Secured Claims), 3 (ABL Facility Claims), 4 (First-Out Revolving Loans Claims), 5 (First-Out Term Loans/Notes Claims), and 8 (General Unsecured Claims) (collectively, the “**Unimpaired Classes**”) are unimpaired under

the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, the holders of Claims and Interests in the Unimpaired Classes are conclusively presumed to accept the Plan and are not entitled to vote on the Plan.

26. Claims and Interests in Class 11 (Existing Equity Interests) and Class 12 (Subordinated Claims) (collectively, the “**Rejecting Classes**” and, together with Unimpaired Classes and the Intercompany Classes, the “**Non-Voting Classes**”) are impaired under the Plan, and their holders will not receive or retain any property under the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, all holders of Claims and Interests in the Rejecting Classes are deemed to reject the Plan and are not entitled to vote on the Plan.

27. Accordingly, full Solicitation Packages were not distributed to the holders of Claims and Interests in the Non-Voting Classes. The Debtors have, however, made the Disclosure Statement and Plan (excluding the Ballots) available at no cost on their chapter 11 website: [www.veritaglobal.net/uss](http://www.veritaglobal.net/uss). Within three business days after entry of the order granting the relief requested in the Motion (the “**Scheduling Order**”), the Debtors propose to serve:

- a. the Notice to Unimpaired Classes, (i) informing holders of Claims in the Unimpaired Classes that their Claims are unimpaired, are deemed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code, and are not entitled to vote on the Plan and (ii) providing an opportunity to opt out of the Third-Party Release; and
- b. the Notice to Rejecting Classes (i) informing holders of Claims and Interests in the Rejecting Classes that their Claims or Interests, as applicable, are impaired, will not receive any distribution under the Plan, and are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, and are not entitled to vote on the Plan and (ii) providing an opportunity to opt out of the Third-Party Release.

28. The Debtors propose the deadline for holders of Claims and Interests, as applicable, in Non-Voting Classes to opt out of the Third-Party Release (the “**Opt-Out Deadline**”) be January 30, 2026, which is 32 days after the Petition Date and no less than 28 days after the distribution of relevant notices.

29. Additionally, the Debtors seek a waiver of any requirement to provide holders of Claims and Interests in the Intercompany Classes with Solicitation Packages, Notices of Non-

Voting Status and Opt-Out Form, or any other Plan-related materials. The Intercompany Classes consist exclusively of Claims and Interests held by the Debtors and their affiliates and are not entitled to vote on the Plan. Service of Solicitation Packages or other Plan-related materials would result in unnecessary administrative expense.

30. For purposes of serving the Solicitation Packages, Notices of Non-Voting Status and Opt-Out Form, and any other Plan-related materials, Verita relied on the address information maintained in USS's books and records and information provided by the relevant administrative agents or trustees, as applicable, in the ordinary course of business. The Debtors seek a waiver of any obligation for them or Verita to conduct additional research for updated addresses based on undeliverable Solicitation Packages (including undeliverable Ballots, Notices of Non-Voting Status and Opt-Out Form, and Combined Notices) and to resend Solicitation Packages or other materials, including Notices of Non-Voting Status and Opt-Out Form and Combined Notices, that are returned as undeliverable unless the Debtors are provided with accurate addresses for such parties.

31. To assist in the solicitation process, Verita was authorized to contact parties who submitted a defective Ballot, Beneficial Holder Ballot, or Master Ballot (as applicable) to make a reasonable effort to cure such deficiencies; provided that, neither the Debtors nor Verita were required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, Beneficial Holder Ballots, or Master Ballots, nor will any of them incur any liability for failure to provide such notification.

## **BASIS FOR RELIEF**

### **I. THE SOLICITATION PROCEDURES ARE PROPER AND SHOULD BE APPROVED.**

32. By this Motion, the Debtors seek a determination from this Court that the prepetition Solicitation Procedures meet the requirements of the Bankruptcy Code and Bankruptcy Rules. The applicable laws and rules are set forth below.

33. Section 1125(g) of the Bankruptcy Code provides that “an acceptance or rejection of the plan may be solicited from a holder of a claim or interest if such solicitation complies with applicable nonbankruptcy law and if such holder was solicited before the commencement of the case in a manner complying with applicable nonbankruptcy law.” 11 U.S.C. § 1125(g).

34. Additionally, section 1126(b) of the Bankruptcy Code provides that:

[A] holder of a claim or interest that has accepted or rejected the plan before the commencement of the case under this title is deemed to have accepted or rejected such plan, as the case may be, if—(1) the solicitation of such acceptance or rejection was in compliance with any applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation; or (2) if there is not any such law, rule, or regulation, such acceptance or rejection was solicited after disclosure to such holder of adequate information, as defined in section 1125(a) of this title.

11 U.S.C. § 1126(b).

35. In compliance with sections 1125(g) and 1126(b) of the Bankruptcy Code, the Debtors’ prepetition solicitation of votes from holders of Claims in the Voting Classes complied with generally applicable federal and state securities laws and regulations. Specifically, Section 5 of the Securities Act of 1933 (as amended, the “**Securities Act**”) creates certain registration requirements for transactions involving the issuance of securities such as the securities to be issued to holders of allowed Claims in the Voting Classes under the Plan. The Debtors’ prepetition solicitation is exempt from registration under the Securities Act, under one or more of the exceptions from registration provided thereunder, including Section 4(a)(2) of the Securities Act and/or Regulation D thereunder, as well as Regulation S under the Securities Act, state “Blue Sky” laws and/or any similar rules, regulations, or statutes. Section 4(a)(2) of the Securities Act is an exemption from the registration requirements under Section 5 of the Securities Act for transactions by an issuer not involving a “public offering.” 15 U.S.C. § 77d(a)(2). Regulation S is a safe harbor from the registration requirements under Section 5 of the Securities Act for offers and sales of securities in offshore transactions outside the United States.

36. Additionally, Bankruptcy Rule 3017(d) lists the materials that must be provided to holders of claims entitled to vote on a plan for the purpose of soliciting their votes—i.e., the plan or a court-approved summary of the plan, the disclosure statement approved by the court, notice of the time within which acceptances and rejections of the plan must be filed, and any other information as directed by the court. Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3018(b) provides that:

A holder of a claim or interest who accepted or rejected a plan before the petition was filed will not be considered to have accepted or rejected the plan if the court finds, after notice and a hearing, that: (A) the plan was not sent to substantially all creditors and equity security holders of the same class; (B) an unreasonably short time was prescribed for those creditors and equity security holders to accept or reject the plan; or (C) the solicitation did not comply with §1126(b).

Fed. R. Bankr. P. 3018(b)(2). Bankruptcy Rule 3017(e) provides that “the court must: (1) determine the adequacy of the procedures for sending the documents and information listed in (d)(1) to beneficial holders of stock, bonds, debentures, notes, and other securities; and (2) issue any appropriate orders.” Fed. R. Bankr. P. 3017(e).

37. Before the Debtors, through Verita, began soliciting votes on the Plan prior to commencing these Chapter 11 Cases in accordance with sections 1125 and 1126 of the Bankruptcy Code, they distributed to all known holders of Claims in the Voting Classes copies of the Disclosure Statement, the Plan and the applicable Ballots. Further, the Debtors submit that the Solicitation Procedures meet the requirements of Bankruptcy Rule 3017. Similar solicitation procedures have been approved in numerous chapter 11 cases within the Third Circuit. *See, e.g., In re WW Int’l, Inc.*, No. 25-10829 (CTG) (Bankr. D. Del. June 17, 2025) [Docket No. 177] (commencing solicitation on the same day as the petition date); *In re Dynata, LLC*, No. 24-11057 (TMH) (Bankr. D. Del. July 2, 2024) [Docket No. 195] (approving solicitation procedures where solicitation commenced one day prior to the petition date); *In re Airspan Networks Holdings Inc.*, No. 24-10621 (TMH) (Bankr. D. Del. June 28, 2024) [Docket No. 186] (same); *In re Lucky Bucks, LLC, et al.*, No. 23-10758 (KBO) (Bankr. D. Del. June 15, 2023) [Docket No. 109] (commencing

solicitation on the same day as the petition date); *In re VIVUS, Inc.*, No. 20-11779 (LSS) (Bankr. D. Del. July 10, 2020) [Docket No. 73] (same).

38. The Debtors' prepetition solicitation of votes on the Plan complied with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations. Accordingly, the Debtors request that the Court approve the Solicitation Procedures.

**A. The Form of Ballots Should Be Approved**

39. Bankruptcy Rule 3017(d) requires the debtor to transmit a form of ballot, which substantially conforms to Official Form B 314, to "creditors and equity security holders entitled to vote on the plan." Fed. R. Bankr. P. 3017(d). As part of the Solicitation Package, the Debtors distributed Ballots, substantially in the forms annexed to this Motion as **Exhibits B-1, B-2, B-3, and B-4**, to the holders of Claims in Classes 6 and 7. While the Ballot forms are based on Official Form B 314, the Ballots have been modified to address the particular aspects of these cases, including to provide an opportunity to opt out of the Third-Party Release. In addition, the Debtors, through Verita, provided Nominees with Master Ballots, as well as Solicitation Packages and Beneficial Holder Ballots in sufficient numbers to be forwarded to their respective Beneficial Holders. Beneficial Holders were provided the opportunity to vote on the Plan either by (i) returning their Beneficial Holder Ballots to their respective Nominee, in the manner directed by the Nominee and according to any deadline prescribed by the Nominee to ensure that the Nominee could collect and review Beneficial Holder Ballots and return a completed Master Ballot to the Voting Agent by the Voting Deadline, or (ii) submitting their pre-validated Beneficial Holder Ballots directly to Verita by the Voting Deadline. The Debtors submit that these procedures comply with Bankruptcy Rule 3017(e) and are adequate to ensure that Beneficial Holders receive the Solicitation Package and have the opportunity to vote on the Plan.

40. The Ballots include a clearly labeled opt-out election for the Third-Party Release as described in Article VIII.E of the Plan. Holders of Claims in the Voting Classes may elect to opt out of the Third-Party Release by checking the opt-out box on their Ballot, regardless of whether they vote to accept or reject the Plan.

41. The Debtors submit that the forms of Ballots and Master Ballots satisfy Bankruptcy Rule 3017(d) and should be approved.

**B. The Voting Record Date Should Be Approved.**

42. Bankruptcy Rule 3018(b) provides that, in a prepetition solicitation, the holders of record of the claims against and interests in a debtor entitled to vote on a plan must be determined “on the date specified in the solicitation.” *See* Fed. R. Bankr. P. 3018(b)(1). The Debtors, in consultation with Verita, selected December 22, 2025, as the Voting Record Date so that Verita would have sufficient time in advance of the solicitation to determine accurate voting positions of creditors (or their DTC nominees) and to prepare Ballots accordingly. The Disclosure Statement and the Ballots satisfy that rule because they clearly identify the Voting Record Date (December 22, 2025), as the date for determining which holders of claims in the Voting Classes were entitled to vote to accept or reject the Plan.

**C. The Voting Deadline Should Be Approved.**

43. Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, the court “must set a deadline for the holders of claims and interests to accept or reject the plan.” Fed. R. Bankr. P. 3017(c). Bankruptcy Rule 3018(b) provides that a holder of a claim will not be deemed to have accepted or rejected the plan “if the court finds, after notice and a hearing, that . . . an unreasonably short time was prescribed for those creditors and equity security holders to accept or reject the plan.” Fed. R. Bankr. P. 3018(b)(2).

44. Here, prior to commencing these Chapter 11 Cases, the Debtors commenced solicitation on December 28, 2025, and established the Voting Deadline of January 30, 2026. This solicitation period provides approximately 33 days for the holders of Claims in the Voting Classes to accept or reject the Plan. The Debtors submit that this is not an “unreasonably short” time for purposes of Bankruptcy Rule 3018(b). Additionally, months of prepetition negotiations during which the terms of the restructuring were extensively discussed and negotiated with the Ad Hoc Group and other stakeholders have provided most holders of Claims in the Voting Classes with



ample opportunity to review the contemplated terms of the proposed restructuring to make an informed voting decision.

**D. The Tabulation Procedures Are Appropriate.**

45. All Ballots, Beneficial Holder Ballots, and Master Ballots, as applicable, received on or before the Voting Deadline will be tabulated by Verita. Only properly completed and timely submitted Ballots, Beneficial Holder Ballots, and Master Ballots, as applicable, will be counted toward acceptance or rejection of the Plan. Ballots, Beneficial Holder Ballots, and Master Ballots, as applicable, will not be counted if they are not in proper form, as set forth therein and in Section V of the Disclosure Statement.

46. The holders of Claims in Voting Classes were informed that their votes would not be counted if their Ballot, Beneficial Holder Ballot, or Master Ballot reflecting their vote, as applicable: (a) was illegible or contained insufficient information to permit the identification of the holder; (b) was not actually received by Verita by the Voting Deadline (unless the Debtors determined otherwise or as otherwise permitted by the Court); (c) was unsigned; (d) partially rejected and partially accepted the Plan; (e) was not marked to accept or reject the Plan or marked both to accept and reject the Plan; (f) was superseded by a later received, valid Ballot; (g) was cast by an entity that did not hold a Claim in a Voting Class as of the Voting Record Date; or (h) was otherwise improperly submitted. The Debtors reserved the right, in their sole and absolute discretion, to make exceptions to any of these criteria.

47. For the purposes of calculating acceptances and rejections, votes will be aggregated and tabulated based on the amount of Claims held by each holder. Where a Nominee submits a Master Ballot reflecting votes of multiple Beneficial Holders, the votes reflected on such Master Ballot are to be tabulated in accordance with the voting instructions obtained from the Beneficial Holders.

48. Pursuant to Local Rule 3018-1(b), Verita, as the recipient of Ballots, Beneficial Holder Ballots, and Master Ballots, will file with the Court a certification of balloting (the “**Certification of Balloting**”) not later than 3 days before the Combined Hearing. A copy of the

Certification of Balloting will be served on the Debtors, the U.S. Trustee, and any official committee that may be formed in these cases. The Certification of Balloting will set forth, for each Voting Class, the total number and aggregate principal amount of Claims that voted to accept the Plan and the total number and aggregate principal amount of Claims that voted to reject the Plan (i.e., whether the Plan has been accepted by the requisite majorities pursuant to section 1126(c) of the Bankruptcy Code). In addition, the Certification of Balloting will reflect the number of the voting claimholders who opted out of the Third-Party Release.

49. The Debtors submit that the described tabulation procedures are appropriate and will facilitate confirmation by creating a straightforward process by which the Debtors can determine whether the amount and numerosity requirements of section 1126(c) of the Bankruptcy Code have been satisfied. These procedures are consistent with section 1126(c) of the Bankruptcy Code and Bankruptcy Rule 3018(a).

50. Similar tabulation procedures have been repeatedly used in cases in the District of New Jersey and within the Third Circuit. *See, e.g., In re New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. Sept. 22, 2025) [Docket No. 2535] (approving vote tabulation procedures similar to those utilized here); *In re WW Int'l, Inc.*, No. 25-10829 (CTG) (Bankr. D. Del. June 17, 2025) [Docket No. 177] (same); *In re miR Sci., LLC*, No. 24-12769 (CMG) (Bankr. D.N.J. Dec. 12, 2024) [Docket No. 337] (same); *In re Bowflex, Inc.*, No. 24-12364 (ABA) (Bankr. D.N.J. June 21, 2024) [Docket No. 474] (same); *In re Bawt Enter., LLC*, No. 24-12215 (MFW) (Bankr. D. Del. Oct. 28, 2024) [Docket No. 68] (approving prepackaged vote tabulation procedures similar to those utilized here); *In re Wheel Pros, LLC, et al.*, No. 24-11939 (JTD) (Bankr. D. Del. Oct. 15, 2024) [Docket No. 255] (same). These procedures should be approved here.

51. Accordingly, the Debtors submit that the proposed tabulation procedures are in the best interests of their estates, creditors, and other parties in interest, and should be approved.

**E. Full Solicitation Packages Need Not Be Mailed to Non-Voting Creditors and Equity Holders.**

52. Bankruptcy Rule 3017(d) requires that a court-approved disclosure statement must be transmitted to the holders of claims and interests before their votes on a plan are solicited unless the court orders otherwise. Fed. R. Bankr. P. 3017(d). By its terms, Bankruptcy Rule 3017(d) applies only “[a]fter the disclosure statement has been approved.” *Id.* Here, solicitation was commenced prior to filing these Chapter 11 Cases, and the Debtors submit that Bankruptcy Rule 3017(d) does not apply, and therefore, the Debtors are not obligated to deliver Solicitation Packages to holders of Claims and Interests in the Non-Voting Classes. To the extent the Court determines that Bankruptcy Rule 3017(d) applies, the Debtors request that the Court waive the requirement that they mail, or otherwise cause Solicitation Packages to be delivered, to the holders of Claims and Interests in the Non-Voting Classes.

53. In any event, section 1126(f)–(g) of the Bankruptcy Code provides that solicitation of parties either presumed to accept or deemed to reject the plan is unnecessary. Distributing the Solicitation Packages to non-voting entities would require unnecessary expense and create an additional administrative burden on the estates. The Debtors submit that their resources should be preserved for the benefit of all stakeholders and not be wasted.

54. Moreover, the Debtors request that the Court waive any requirement to provide holders of Claims and Interests in the Intercompany Classes with Solicitation Packages, Notices of Non-Voting Status and Opt-Out Form, or any other Plan-related materials. The Intercompany Classes consist exclusively of Claims and Interests held by the Debtors and their affiliates. Because holders of Claims and Interests in the Intercompany Classes are either conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code (to the extent unimpaired) or deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code (to the extent impaired and receiving no distribution), such holders are not entitled to vote on the Plan. Service of Solicitation Packages or other Plan-related materials on the Debtors’ own intercompany Claims and Interests would be redundant and would result in unnecessary administrative expense. The Debtors and their affiliates, as the holders of such Claims and Interests,

are inherently aware of the terms and conditions of the Plan and will not be prejudiced by the lack of formal notice. Therefore, the Debtors request that the Court waive any requirement to serve Solicitation Packages or Plan-related materials on holders of intercompany Claims or Interests.

55. Accordingly, the Debtors submit that cause exists to allow them not to transmit (i) full Solicitation Packages to the holders of Claims and Interests, as applicable, in the Non-Voting Classes and (ii) Solicitation Packages or any other Plan-related materials to holders of Claims and Interests, as applicable, in the Intercompany Classes.

## **II. THE COURT SHOULD APPROVE THE CONFIRMATION SCHEDULE.**

56. The Debtors seek to have a Combined Hearing to consider approval of the Disclosure Statement and confirm the Plan on February [10], 2026<sup>4</sup>, which is approximately six weeks after the Petition Date. Section 1128(a) of the Bankruptcy Code provides that “[a]fter notice, the court shall hold a hearing on confirmation of a plan.” 11 U.S.C. § 1128(a). Section 105(d)(2) of the Bankruptcy Code authorizes the Court, on the request of a party in interest, to combine the hearing on approval of the adequacy of the Disclosure Statement with the hearing on confirmation of the Plan. *Id.* § 105(d)(2)(B)(vi). In cases designated as “complex” under Local Rule 1002-2, the Complex Case Procedures facilitates streamlined scheduling and tailored notice to enable combined hearings. *See* Local Rule 9013-5 (expedited consideration of first day matters); Complex Case Procedures §§ IV (Master Service List), V–VI (Hearing Procedures; Omnibus Hearings). Thus, the requested schedule is consistent with the Complex Case Procedures. *See* Complex Case Procedures §§ V(b), VI; Local Rule 9013-2(c).

57. In connection with the designation of these cases as “complex cases” under Local Rule 1002-2, this Motion, among other things, (a) identifies the proposed solicitation agent, (b) sets forth the proposed voting procedures, and (c) proposes a hearing date for approval of the disclosure statement and confirmation of the proposed Plan. *See* Complex Case Procedures §§ VII (Claims and Noticing Agents), V–VI (Hearing Procedures; Omnibus Hearings).

<sup>4</sup> The date for the Combined Hearing is subject to the Court’s availability.

58. With respect to the approval of a disclosure statement, Bankruptcy Rule 2002(b) requires at least 28 days' notice to be provided to all creditors and indenture trustees of the time fixed to "file an objection and the time of the hearing to: (A) consider approving a disclosure statement." Fed. R. Bankr. P. 2002(b). The Court "may order notice by publication if notice by mail is impracticable or if it is desirable to supplement the notice." Fed. R. Bankr. P. 2002(l). Bankruptcy Rule 3017(a), in turn, requires the Court to hold a hearing "on at least 28 days' notice under Rule 2002(b) to: the debtor; creditors; equity security holders; and other parties in interest" to consider the disclosure statement and any objections or modifications thereto. Fed. R. Bankr. P. 3017(a)(1)(A).

59. Even though the Debtors commenced solicitation prior to commencing these Chapter 11 Cases, the Proposed Confirmation Schedule complies with all applicable and/or standard notice requirements and provides all parties with adequate time to evaluate the Plan and file objections. The following reasons also warrant the approval of the Proposed Confirmation Schedule.

60. First, prior to commencing these Chapter 11 Cases, the Debtors commenced solicitation on December 28, 2025, 33 days prior to the proposed Voting Deadline of January 30, 2026, in accordance with sections 1125(g) and 1126(b) of the Bankruptcy Code. The Disclosure Statement and other solicitation materials were distributed to each holder of a Claim in the Voting Classes as of the Voting Record Date of December 22, 2025. This solicitation period, combined with the months of prepetition negotiations, will provide all interested parties with more than adequate time to review the Plan and Disclosure Statement and to make an informed decision on whether to accept or reject the Plan.

61. Second, no party will be prejudiced by the proposed schedule. While the Debtors, through Verita, have already sent the Solicitation Packages to holders of Claims in Classes 6 (First Lien Secured Claims) and 7 (Unsecured Funded Debt Claims), the Proposed Confirmation Schedule also provides *all* parties in interest, including any objectors, with adequate time and opportunity to evaluate the Plan, conduct discovery if necessary, and file objections. The objection

deadline falls at least 28 days after service of the Combined Notice, in compliance with Bankruptcy Rule 2002(b) and 3017(a). Additionally, the holders of Claims in the Voting Classes will have had even longer to review the Plan and Disclosure Statement prior to the Combined Hearing. This schedule provides sufficient time for any party to raise objections while allowing the Debtors to move promptly toward confirmation and minimize the costs and disruption of a prolonged chapter 11 case.

62. Third, confirming the Plan swiftly is critical to the success of the restructuring. The Debtors seek to minimize the time spent in chapter 11 to reduce administrative costs, limit operational disruption, and preserve business relationships with customers and vendors. The proposed schedule achieves this goal while fully complying with the time required by the Bankruptcy Rules to evaluate the Plan and file objections. Any unnecessary delay in confirmation would increase administrative costs and risks to the enterprise without providing any corresponding benefit to creditors. The Debtors therefore submit that confirming the Plan on the proposed schedule is in the best interests of the Debtors, their estates, and all stakeholders.

63. Courts in this District have approved similar or even more compressed schedules under appropriate circumstances. *See, e.g., In re JTRE 14 Vesey LLC*, No. 24-12087 (MBK) (Bankr. D.N.J. Sept. 11, 2025) [Docket No. 252] (scheduling combined hearing on approval of disclosure statement and confirmation of plan 29 days after service of notice of combined hearing and 9 days after objection deadline); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. July 15, 2021) [Docket No. 408] (scheduling combined hearing on approval of disclosure statement and confirmation of plan 36 days after service of notice of combined hearing and 11 days after objection deadline); *In re Congoleum Corp.*, No. 20-18488 (MBK) (Bankr. D.N.J. Nov. 11, 2020) [Docket No. 455] (scheduling combined hearing on approval of disclosure statement and confirmation of plan 28 days after service of notice of combined hearing and 3 days after objection deadline); *In re DirectBuy Home Improvement, Inc.*, No. 23-19159 (SLM) (Bankr. D.N.J. Mar. 6, 2024) [Docket No. 462] (scheduling combined hearing on approval of disclosure statement and confirmation of plan 36 days after service of notice of combined hearing and 7 days after objection deadline).

64. Accordingly, the Debtors request that the Court (a) schedule the Combined Hearing for February [10], 2026<sup>5</sup>, or as soon thereafter as the Debtors may be heard, (b) approve 4:00 p.m. (ET) on January 30, 2026, as the Objection Deadline and (c) otherwise approve the Proposed Confirmation Schedule.

65. The Debtors also request that objections to the Disclosure Statement and/or the confirmation of the Plan: (a) be in writing; (b) comply with the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures; (c) state the name and address of the objecting party and the amount and nature of the claim or interest beneficially owned by such party; (d) state with particularity the legal and factual basis for such objection; and (e) be filed with the Court and served on the Debtor, the Ad Hoc Group, the U.S. Trustee, and any committee that may have been appointed, each by the applicable Objection Deadline. The Debtors further request that they be permitted to file a brief in support of confirmation of the Plan and to reply to any timely filed confirmation and/or Disclosure Statement objections on or before February 6, 2026.

### **III. THE FORM AND MANNER OF THE NOTICES SHOULD BE APPROVED.**

#### **A. The Notices Are in Appropriate Form.**

66. Bankruptcy Rule 2002 requires a debtor to provide all creditors, equity holders, and other parties in interest with notice of (a) the commencement of a chapter 11 case, (b) a hearing to consider and the deadline to object to the approval of a disclosure statement, and (c) a hearing to consider and the deadline to object to confirmation of a chapter 11 plan. Fed. R. Bankr. P. 2002. Bankruptcy Rule 9007 permits this Court to approve the form, manner, and sufficiency of notices given under the Bankruptcy Rules, including by combining notice. Fed. R. Bankr. P. 9007. In addition, section 105(a) of the Bankruptcy Code authorizes this Court to issue “any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

<sup>5</sup> The date for the Combined Hearing is subject to the Court’s availability.

67. Here, given that solicitation commenced prior to filing the Chapter 11 Cases, the Debtors propose to serve the parties in interest with the Combined Notice that informs them of all relevant events simultaneously, which will be more cost-effective than serving separate notices of the commencement of the Chapter 11 Cases and of the Combined Hearing.

68. The Combined Notice will (a) inform the parties in interest of the commencement of the Chapter 11 Cases, (b) identify the date, time, and place of the Combined Hearing, (c) set forth the deadline and procedures for filing objections to the adequacy of the Disclosure Statement or to the confirmation of the Plan, (d) set forth the manner in which the Disclosure Statement and the Plan can be obtained or viewed electronically, and (e) provide a summary of the Plan treatment of each impaired Class. To accomplish all of these goals, the Debtors request approval of the form of the Combined Notice annexed to this Motion as **Exhibit D**.

69. In addition, the Debtors will serve a Notice to Unimpaired Classes, substantially in the form attached hereto as **Exhibit F**, on all holders of Claims and Interests in the Unimpaired Classes. The Notice to Unimpaired Classes will inform such holders that (a) their Claims or Interests are unimpaired under the Plan, (b) they are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan, (c) they will receive payment in full or other treatment that leaves them unimpaired, and (d) they have the right to opt out of the Third-Party Release set forth in Article VIII.E of the Plan by returning the Notice of Non-Voting Status and Opt-Out Form by the Voting Deadline.

70. The Debtors will serve a Notice to Rejecting Classes, substantially in the form attached hereto as **Exhibit G**, on all holders of Claims and Interests in the Rejecting Classes. The Notice to Rejecting Classes will inform such holders that (a) their Claims or Interests are impaired under the Plan, (b) they will not receive or retain any property under the Plan, (c) they are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote on the Plan, and (d) they have the right to opt out of the Third-Party Release set forth in Article VIII.E of the Plan by returning the Notice of Non-Voting Status and Opt-Out Form by the Voting Deadline.



71. Together with the opt-out elections included in the Ballots, the opt-out forms in the Notices to Unimpaired Classes and the Notices to Rejecting Classes ensure that all holders of the Claims and Interests, whether in Voting or Non-Voting Classes, receive adequate notice of, and have a meaningful opportunity to opt out of, the Third-Party Release set forth in Article VIII.E of the Plan.

72. Bankruptcy Rule 3017(d) provides that, for purposes of determining the holders of claims and interests entitled to receive the Plan-related materials, the record date of their respective holdings should be the “date the order approving the disclosure statement is entered—or another date the court sets for cause after notice and a hearing.” Fed. R. Bankr. P. 3017(d)(4). Bankruptcy Rule 3018(b) permits a debtor, however, to solicit votes on a plan before the commencement of a chapter 11 case and, thus, before an order approving the disclosure statement is entered.

73. The Debtors began soliciting votes on the Plan prior to commencing these Chapter 11 Cases. The Ballots distributed to the holders of Claims in the Voting Classes specified December 22, 2025, as the Voting Record Date for purposes of determining which holders of Claims in the Voting Classes were entitled to vote on the Plan. The holders of Claims in the Voting Classes as of the Voting Record Date will receive the Combined Notice. The holders of Claims and Interests in the Unimpaired Classes as of the Voting Record Date will receive the Combined Notice and the Notice to Unimpaired Classes. The holders of Claims and Interests in the Rejecting Classes as of the Voting Record Date will receive the Combined Notice and the Notice to Rejecting Classes.

74. Therefore, the Debtors request that the Court (a) approve the Combined Notice, the Notice to Unimpaired Classes, and the Notice to Rejecting Classes, substantially in the form attached hereto as **Exhibits D, F and G**, respectively, and (b) authorize them to send the applicable Notices to the creditors and equity security holders as of the Voting Record Date, as applicable.

#### **B. The Combined Notice Satisfies Due Process.**

75. The standards for adequacy of notice are well established. To satisfy the requirements of due process, notice must be reasonably calculated to apprise interested persons of the proposed action. *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). Whether

notice is reasonable or adequate depends on whether a creditor is known or unknown to the debtor. *See Chemetron Corp. v. Jones*, 72 F.3d 341, 345–46 (3d Cir. 1995); *In re Geo Specialty Chems. Ltd.*, 577 B.R. 142, 185–86 (Bankr. D.N.J. 2017).

76. “Known” creditors must receive actual notice by mail. *Chemetron Corp.*, 72 F.3d at 345. In contrast, notice by publication is sufficient to satisfy the requirements of due process for “unknown” creditors. *Id.* at 346–347.

77. A “known” creditor is one whose identity is either known or “reasonably ascertainable by the debtor.” *Id.* at 346 (citing *Tulsa Prof’l Collection Serv., Inc. v. Pope*, 485 U.S. 478, 490 (1988)). In identifying “known” creditors, due process requires debtors to perform reasonable diligence of their books and records, but it does not require that debtors engage in “impracticable and extended searches.” *Mullane*, 339 U.S. at 317; *see also Chemetron Corp.*, 72 F.3d at 346; *Geo Specialty Chems. Ltd.*, 577 B.R. at 186.

78. An “unknown” creditor is one whose “interests are either conjectural or future or, although they could be discovered upon investigation, do not in due course of business come to knowledge” of the debtor. *Mullane*, 339 U.S. at 317. Moreover, in bankruptcy cases, courts must balance the interests of the debtor’s existing and potential creditors as well as other parties in interest when determining whether a creditor is “known” or “unknown,” the appropriate form of notice for such creditors, and the cost of such notice. *Chemetron Corp.*, 72 F.3d at 347–48; *see also Vancouver Women’s Health Collective Soc’y v. A.H. Robins Co.*, 820 F.2d 1359, 1364 (4th Cir. 1987); *Fogel v. Zell*, 221 F.3d 955, 963 (7th Cir. 2000); *Matter of GAC Corp.*, 681 F.2d 1295, 1300 (11th Cir. 1982); *Gentry v. Circuit City Stores, Inc. (In re Circuit City Stores, Inc.)*, 439 B.R. 652, 660 (Bankr. E.D. Va. 2010) (“The totality of the circumstances in each case must be analyzed to determine whether a particular creditor is known or unknown.”), *aff’d in part on other grounds sub nom. Gentry v. Siegel*, 668 F.3d 83 (4th Cir. 2012).

79. The Debtors propose to serve the Combined Notice, the Notice to Unimpaired Classes, and the Notice to Rejecting Classes, as applicable, by mail on all known creditors and equity holders as of the Voting Record Date no later than 3 business days after entry of the

Scheduling Order, or as soon as reasonably practicable thereafter. The Debtors will also cause all Notices to be posted electronically on the case website maintained by Verita, at <https://www.veritaglobal.net/uss>. Based on the Petition Date of December 29, 2025, and assuming entry of the Scheduling Order shortly thereafter, this would result in service of the Notices well in advance of the proposed Objection Deadline of January 30, 2026.

80. The Debtors will also publish the Publication Notice in the form attached hereto as **Exhibit E**, in *the New York Times* or similar newspaper within 3 business days after the entry of this Scheduling Order, pursuant to Bankruptcy Rule 2002(l), which is 24 days before the proposed Objection Deadline.

81. The Debtors believe that the foregoing will provide adequate notice of the date and time of the Combined Hearing and the deadline for filing objections to the adequacy of the Disclosure Statement or the confirmation of the Plan. The combination of (a) direct mail notice to known creditors and equity holders, (b) publication notice in national publications, and (c) posting on the Debtors' case website, together, will ensure that all interested parties will receive notice reasonably calculated to apprise them of the Combined Hearing and their right to object to the adequacy of the Disclosure Statement or the confirmation of the Plan. Moreover, the holders of Claims in the Voting Classes have already received the Disclosure Statement and the Plan as part of the prepetition solicitation and have had ample opportunity to consider their actions with respect to the Plan.

82. Accordingly, the Debtors request that the Court approve both the form and manner of distribution of the Notices as adequate and as satisfying the requirements of due process.

#### **IV. WAIVERS OF THE SECTION 341 MEETING AND THE FILING OF SCHEDULES AND STATEMENTS ARE APPROPRIATE.**

83. The Debtors request that the Scheduling Order provide that (a) the U.S. Trustee not convene a 341 Meeting pursuant to section 341(e) of the Bankruptcy Code until after March 14, 2026, or at all if the Plan is confirmed before such date, pursuant to section 341(e) of the Bankruptcy Code and (b) the requirement for the filing of Schedules and SOFAs be conditionally

waived if the Plan is confirmed within 75 days after the Petition Date; *provided* that if the Plan is not confirmed within 75 days after the Petition Date, the Debtors will file the Schedules and SOFAs within 90 days after the Petition Date, without prejudice to the Debtors' right to request further extensions.

84. While section 341 of the Bankruptcy Code requires the U.S. Trustee to convene and preside at a meeting of creditors, it also provides for the following exception: "the court, on the request of a party in interest and after notice and a hearing, for cause may order that the United States trustee not convene a meeting of creditors or equity security holders if the debtor has filed a plan as to which the debtor solicited acceptances prior to the commencement of the case." 11 U.S.C. § 341(e). The Debtors commenced solicitation before commencing the Chapter 11 Cases, and, therefore, the requested relief pursuant to section 341(e) of the Bankruptcy Code is appropriate here.

85. The Debtors also request that the Court conditionally excuse the Debtors from filing the Schedules and SOFAs if the Plan is confirmed within 75 days after the Petition Date. Provided, however, to the extent the Plan is not confirmed within 75 days after the Petition Date, the Debtors will file Schedules and SOFAs within 90 days after the Petition Date, without prejudice to their right to request further extensions.

86. The Court is authorized to excuse the Debtors from filing Schedules and SOFAs or to extend the deadline for their filing "for cause" pursuant to Bankruptcy Rule 1007(c). Sufficient cause exists here because the Debtors have filed a prepackaged Plan, which has garnered overwhelming creditor support through the prepetition negotiations of the Restructuring Support Agreement, and anticipate confirmation within 75 days of the Petition Date. Under these circumstances, requiring the Debtors to file Schedules or SOFAs in the first 75 days of these cases would be time consuming, distracting to the Debtors' advisors and management, and costly to the Debtors' estates, while providing little benefit to most parties in interest.

87. No party in interest would be prejudiced by the Court granting the Debtors' request for an extension through and including the confirmation of the Plan. Holders of Claims in

Unimpaired Classes will be paid in full or otherwise receive treatment that renders their Claims unimpaired. Overwhelming majorities of holders of Claims in Classes 6 (First Lien Secured Claims) and 7 (Unsecured Funded Debt Claims) have already indicated their support for the Plan via executing the Restructuring Support Agreement. The remaining classes either are unimpaired or receive no distribution under the Plan. Therefore, the Court should only require the Debtors to file Schedules and SOFAs if the Plan is not confirmed on or before 75 days after the Petition Date.

88. The relief requested is consistent with relief granted by bankruptcy courts in similar circumstances. *See, e.g., In re iRobot Corp.*, No. 25-12197 (BLS) (Bankr. D. Del. Dec. 16, 2025) [Docket No. 54] (conditionally waiving the requirement to convene a Section 341 meeting and file schedules and SOFAs provided that the plan is confirmed within approximately 70 days of the petition date); *In re JOANN Inc.*, No. 24-10418 (CTG) (Bankr. D. Del. Mar. 19, 2024) [Docket No. 103] (deferring Section 341 meeting and conditionally waiving requirement to file schedules and SOFAs if prepackaged plan is confirmed by the established deadline); *In re Lannett Co., Inc.*, No. 23-10559 (JKS) (Bankr. D. Del. May 4, 2023) [Docket No. 59] (conditionally waiving the requirement to convene a Section 341 meeting and to file SOFAs if the prepackaged plan is confirmed within 75 days of the petition date); *In re HighPoint Res. Corp.*, No. 21-10565 (CSS) (Bankr. D. Del. Mar. 16, 2021) [Docket No. 94] (same).

89. Accordingly, the Debtors respectfully request that the Court (i) direct the U.S. Trustee not to convene a 341 Meeting until after March 14, 2026, or at all if the Plan is confirmed before such date, and (ii) conditionally excuse the Debtors from filing the Schedules and SOFAs, provided that if the Plan is not confirmed within 75 days after the Petition Date, the Debtors will file the Schedules and SOFAs within 90 days after the Petition Date, without prejudice to the Debtors' right to request further extensions.

**V. THE PROCEDURES FOR ASSUMPTION AND REJECTION OF EXECUTORY CONTRACTS AND LEASES SHOULD BE APPROVED.**

90. Article V.A of the Plan provides that, subject to the consent of the Required Consenting Second-Out Creditors, which consent shall not be unreasonably withheld, delayed, or

conditioned, each Executory Contract and Unexpired Lease will be deemed assumed as of the Effective Date without the need for any further notice to or action, order, or approval of the Court, unless such Executory Contract or Unexpired Lease (a) was previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or was terminated pursuant to its own terms; (c) is the subject of a motion to reject such Executory Contract or Unexpired Lease that is pending on the Effective Date; or (d) is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases (if any), which will be filed as part of the Plan Supplement. Entry of the Confirmation Order will constitute the Court's approval of the above-described assumptions and assignments, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

91. The Debtors respectfully request the Court approve the following Assumption/Rejection Procedures:

92. **Notice.** In addition to the Combined Notice, the Debtors propose to serve (i) a notice to the applicable counterparties that the Debtors propose to reject their Executory Contracts or Unexpired Leases under the Plan (the "**Notice of Rejection**") and (ii) a notice to the applicable counterparties that the Debtors propose to assume their Executory Contracts or Unexpired Leases under the Plan (the "**Notice of Assumption**"). Pursuant to Article V.B of the Plan, the proposed Cure amount for each assumed Executory Contract or Unexpired Lease will be deemed to be \$0.00 unless (a) the Plan expressly provides otherwise, (b) a Final Order is entered Allowing the Cure in a different amount, or (c) the Reorganized Debtors otherwise agree to Allow a Cure in a different amount. Pursuant to Article V.C. of the Plan, a counterparty to a rejected Executory Contract or Unexpired Lease may file a proof of Claim for damages resulting from the rejection within 30 days following entry of the order (including the Confirmation Order, if applicable) approving such rejection. Any Claims for rejection damages not filed within such time will be automatically disallowed and forever barred from assertion without the need for any objection or further notice to, or action, order, or approval of the Court.

93. **Objection Deadline.** Pursuant to Article V.B. of the Plan, any dispute regarding the assumption or assumption and assignment of an Executory Contract or Unexpired Lease, including all requests for payment of Cure costs that differ from the amounts paid or proposed to be paid by the Debtors or Reorganized Debtors, must be filed with the Court on or before 20 days after the Effective Date (the “**Contract Objection Deadline**”). If, within 20 days of the Contract Objection Deadline, the Debtors reduce a previously proposed Cure or decide to assume (or assume and assign) an Executory Contract or Unexpired Lease that was previously proposed to be rejected, then the counterparty to such affected Executory Contract or Unexpired Lease shall have 20 days after its receipt of notice thereof to file an objection to such Cure reduction or proposed assumption (or assumption and assignment) of such Executory Contract or Unexpired Lease.

94. Additionally, the Debtors request that the Court require that all objections: (i) be in writing, comply with the Bankruptcy Rules, Local Rules, and the Complex Case Procedures, (ii) state the name and address of the objecting party, (iii) state with particularity the legal and factual basis for such objection, (iv) be filed with the Clerk of the United States Court for the District of New Jersey, together with proof of service thereof, and (v) and be served by personal service or by overnight delivery, so as to be **actually received** by the Contract Objection Deadline, by counsel to the Debtors, the Ad Hoc Group, the U.S. Trustee, and any statutory committee appointed in these Chapter 11 Cases.

95. Any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the proposed assumption of such Executory Contract or Unexpired Lease by the Contract Objection Deadline will be deemed to have consented to such assumption, including the proposed Cure amount or \$0.00 Cure. Such disputes will not prevent or delay Confirmation or the occurrence of the Effective Date.

96. **Reply Deadline.** To the extent any contract assumption or rejection disputes are scheduled for hearing, the Debtors request that the Court authorize the Debtors to file replies to any timely-filed objections or responses within 7 days after the Contract Objection Deadline.

**VI. THE ERO PROCEDURES SHOULD BE APPROVED.**

97. Approval of (a) the ERO Procedures, substantially in the form attached as **Exhibit H**; and (b) the Subscription Form, substantially in the form attached as **Exhibit I**, is necessary to successfully implement the Equity Rights Offering and consummate the restructuring embodied in the Plan.

98. The ERO Procedures have been designed to efficiently transmit all materials necessary for participation in the Equity Rights Offering. Moreover, the ERO Procedures and Subscription Form have been drafted to assure the clear communication of the requirements for, and to facilitate, such participation. The Debtors submit that the ERO Procedures are reasonable and comparable to procedures and forms that have been approved in connection with similar equity rights offerings. Thus, the ERO Procedures afford holders of Claims that will receive Subscription Rights under the Plan a fair and reasonable opportunity to participate in the Equity Rights Offering in order to subscribe for their *pro rata* portion of the ERO Equity at the ERO Discount.

99. The ERO Procedures establish a timeline including: (a) a Record Date of January 16, 2026 to determine the holders eligible to participate in the Equity Rights Offering; (b) a Rights Offering Commencement Date of January 22, 2026; and (c) a Rights Offering Expiration occurring 15 Business Days after the Rights Offering Commencement Date on February 12, 2026.

100. The ERO Procedures are necessary for the successful effectuation of the Equity Rights Offering and, in turn, the Plan, and provide eligible holders with a clear process and fair opportunity to participate in the offering.

101. Thus, the Debtors believe, in their sound business judgment, that approval of the ERO Procedures is in the best interests of their estates and all parties in interest, and respectfully request that the Court grant approval at this time, subject to final approval at the Combined Hearing.



## NOTICE

102. 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; and (j) 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 the parties on the master service list. 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**, granting the Motion, and (b) grant such other relief as is just and proper.

Dated: December 29, 2025

Respectfully submitted

/s/ Michael D. Sirota

**COLE SCHOTZ P.C.**

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Felice R. Yudkin

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*Proposed Co-Counsel to the Debtors*

**EXHIBIT A TO SCHEDULING MOTION**

**PROPOSED ORDER**

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

*In re*

**UNITED SITE SERVICES, INC. *et al.*,**<sup>1</sup>  
Debtors.

Case No. 25-[●] (●)

Chapter 11

(Joint Administered)

**ORDER (I) SCHEDULING A COMBINED HEARING TO APPROVE THE DISCLOSURE STATEMENT AND CONFIRM THE PLAN; (II) ESTABLISHING OBJECTION DEADLINES; (III) APPROVING SOLICITATION PROCEDURES; (IV) APPROVING THE FORM AND MANNER OF BALLOTS AND NOTICES; (V) DIRECTING THAT A MEETING OF CREDITORS NOT BE CONVENED; (VI) CONDITIONALLY WAIVING THE REQUIREMENT TO FILE SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS; (VII) APPROVING PROCEDURES FOR ASSUMPTION AND REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (VIII) GRANTING APPROVAL OF RIGHTS OFFERING PROCEDURES; AND (IX) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through fourteen (14), is  
**ORDERED.**

<sup>1</sup> 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](http://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: Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Establishing Objection Deadlines; (III) Approving Solicitation Procedures; (IV) Approving the Form and Manner of Ballots and Notices; (V) Directing That a Meeting of Creditors Not Be Convened; (VI) Conditionally Waiving the Requirement to File Schedules of Assets and Liabilities and Statements of Financial Affairs; (VII) Approving Procedures for Assumption and Rejection of Executory Contracts and Unexpired Leases; (VIII) Granting Approval of Rights Offering Procedures; and (IX) Granting Related Relief

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Upon the motion (the “**Motion**”)<sup>1</sup> of the above-captioned debtors (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) (i) scheduling a Combined Hearing to approve the adequacy of the disclosure statement with respect to the Plan and confirm the Plan; (ii) establishing the Objection Deadline; (iii) approving the Solicitation Procedures, the form of the Ballots, the form of the Cover Letter, the form and manner of the Combined Notice, the form and manner of the Publication Notice, the form and manner of the Notices of Non-Voting Status and Opt-Out Form; (iv) waiving the requirement to serve Solicitation Packages, Notices of Non-Voting Status and Opt-Out Form, or any other Plan-related materials on holders of Claims and Interests in the Intercompany Classes; (v) directing the U.S. Trustee not to convene a meeting of creditors pursuant to section 341(e) of the Bankruptcy Code and conditionally waiving the requirement to file the Schedules and SOFAs; (vi) approving the Assumption/Rejection Procedures; (vii) granting approval of the ERO Procedures; and (viii) granting related relief; and the Court having jurisdiction to decide the Motion and to enter this 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

<sup>1</sup> 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-[●] (●)

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Order; and it appearing that entry of this Order on an expedited basis is in the best interests of the Debtors' estates; it is hereby **ORDERED** that:

1. The Motion is **GRANTED** as set forth herein.
2. The following Confirmation Schedule is approved:

| Proposed Confirmation Schedule   |  |
|--|--|
| Voting Record Date   | December 22, 2025                                    |
| Solicitation Commencement Date   | December 28, 2025                                    |
| Petition Date  | December 29, 2025                                    |
| First Day Hearing Date   | December 30, 2025, at 10:00 a.m. (ET)                |
| Deadline to Serve Combined Notice (Case Commencement and Combined Disclosure Statement and Confirmation Hearing) | 3 days after the First-Day Hearing Date              |
| Deadline to File Plan Supplement   | 7 days prior to the Confirmation Objection Deadline  |
| Voting Deadline  | January 30, 2026, at 4:00 p.m. (ET)                  |
| Deadline for Non-Voting Holders to Opt Out of Third-Party Release  | January 30, 2026, at 4:00 p.m. (ET)                  |
| Deadline to Object to Plan and Disclosure Statement  | January 30, 2026, at 4:00 p.m. (ET)                  |
| Deadline to File Brief in Support of the Plan and Disclosure Statement and Responses to Objections               | No less than 2 days prior to the Combined Hearing    |
| Combined Hearing   | February [10], 2026, at 10:00 a.m. (ET) <sup>2</sup> |

<sup>2</sup> The date and time for the Combined Hearing are subject to the Court's availability.

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

Case No.: 25-[●] (●)

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3. A Combined Hearing to consider (i) approval of the Disclosure Statement, (ii) confirmation of the Plan, and (iii) any other matter properly before the Court, is hereby scheduled for February [10], 2026 at 10:00 a.m. (ET)<sup>3</sup> (the “**Combined Hearing**”) before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom #8, Trenton, NJ 08608.

4. The Combined Hearing may be adjourned or continued from time to time without further notice other than announcement of the adjourned or continued date(s) in open court or through the filing of a notice of adjournment, with notice of such adjourned date(s) available on the electronic case filing docket and on the website maintained by the Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) at <https://www.veritaglobal.net/uss>, provided that Debtors shall also serve such notice on the parties required to be notified under Bankruptcy Rule 2002 and any applicable local bankruptcy rules.

5. The Solicitation Procedures, including the form of Ballots for Classes 6 (First Lien Secured Claims) annexed to the Motion as **Exhibit B-1**, the form of Ballots for Classes 7 (Unsecured Funded Debt Claims) annexed to the Motion as **Exhibit B-2**, the form of Ballots for the Beneficial Holders of Classes 7 (Unsecured Funded Debt Claims) as **Exhibit B-3**, and the form of Master Ballot for Classes 7 (Unsecured Funded Debt Claims) annexed to the Motion as **Exhibit B-4**, each including the Third-Party Release Opt-Out Election Form, the form of the Cover Letter annexed to the Motion as **Exhibit C**, and the proposed procedures for the tabulation of votes on the Plan set forth in the Motion are approved.

<sup>3</sup> The date and time for the Combined Hearing are subject to the Court’s availability.



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

Case No.: 25-[●] (●)

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6. The vote tabulation procedures set forth in the Motion, including the procedures for tabulating votes cast by Beneficial Holders through Nominees on Master Ballots, are approved.

7. Verita, as the recipient of Ballots, Beneficial Holder Ballots, and Master Ballots, shall file with the Court a Certification of Balloting not later than three (3) days before the Combined Hearing. A copy of the Certification of Balloting shall be served on the Debtors, the U.S. Trustee, and any official committee that may be formed in these cases. The Certification of Balloting shall set forth, (i) for each Voting Class, the total number and aggregate principal amount of Claims that voted to accept the Plan, the total number and aggregate principal amount of Claims that voted to reject the Plan, and whether the Plan has been accepted by the requisite majorities pursuant to section 1126(c) of the Bankruptcy Code, and (ii) for each Voting Class and Non-Voting Class, the number of holders of Claims or Interests, as applicable, who opted out of the Third-Party Release.

8. The requirements of Bankruptcy Rule 3017(d) to transmit copies of the Disclosure Statement and Solicitation Packages to holders of Claims and Interests in Non-Voting Classes are hereby waived, provided, that a hard copy of the Disclosure Statement and Plan will be provided upon request and further provided that holders of Claims are informed that they can download the Disclosure Statement and Solicitation Packages from the Claims and Noticing Agent's website at <https://www.veritaglobal.net/uss>.

9. The requirement to serve Solicitation Packages, Notices of Non-Voting Status and Opt-Out Form, or any other Plan-related materials on holders of Claims and Interests in the Intercompany Classes is waived, provided that a hard copy of the Disclosure Statement and Plan will be provided upon request, and further provided that holders of Claims and Interests in the

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

Case No.: 25-[●] (●)

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Intercompany Classes are informed that they can download the Disclosure Statement and Solicitation Packages from the Claims and Noticing Agent's website at <https://www.veritaglobal.net/uss>.

10. The Disclosure Statement is conditionally approved and its use in the Debtors' solicitation of acceptances of the Plan is approved, without prejudice to any objections that may be raised by any party with standing at the Combined Hearing.

11. The Combined Notice, substantially in the form annexed to the Motion as **Exhibit D**, is approved.

12. The Notice to Unimpaired Classes, including the Third-Party Release Opt-Out Form, and the Notice to Rejecting Classes, including the Third-Party Release Opt-Out Form, substantially in the forms annexed to the Motion as **Exhibits F** and **G**, respectively, are approved.

13. The Debtors shall serve a copy of the Combined Notice no later than three (3) business days after the entry of this Scheduling Order, by first-class mail, postage prepaid, or electronic transmission, on all known creditors and equity holders as of the Voting Record Date.

14. The Debtors shall serve the Notice to Unimpaired Classes on all holders of Claims in the Unimpaired Classes and the Notice to Rejecting Classes on all holders of Claims and Interests in the Rejecting Classes, in each case no later than three (3) business days after the entry of this Scheduling Order, or as soon as reasonably practicable thereafter, by first-class mail, postage prepaid, or electronic transmission.

15. The Publication Notice, substantially in the form annexed to the Motion as **Exhibit E**, is approved.

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

Case No.: 25-[●] (●)

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16. The Debtors shall publish the Publication Notice in the *New York Times* or similar national newspaper within three (3) business days after the entry of this Scheduling Order.

17. The Debtors shall cause all Notices to be posted electronically on the case website maintained by Verita at <https://www.veritaglobal.net/uss>.

18. The notice procedures set forth in this Scheduling Order, including the Combined Notice, the Notice to Unimpaired Classes, the Notice to Rejecting Classes, and the Publication Notice, constitute good and sufficient notice of the Combined Hearing, and the deadline and procedures for objecting to the adequacy of the Disclosure Statement, confirmation of the Plan, assumption or rejection of Executory Contracts and Unexpired Leases, approval of the ERO Procedures, and any other matter dealt with in the Motion, and satisfy the requirements of due process, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures. No other or further notice shall be necessary.

19. The U.S. Trustee is directed not to convene the Section 341 Meeting until after March 14, 2026, or at all if the Plan is confirmed before that date. Because the Debtors commenced solicitation prior to the filing of these Chapter 11 Cases, the requirement to convene such meeting pursuant to section 341(e) of the Bankruptcy Code shall be waived if the Plan is confirmed before March 14, 2026.

20. The requirement that the Debtors file the Schedules and SOFAs is waived without further order of this Court if the Plan is confirmed within seventy-five (75) days after the Petition Date. To the extent the Plan is not confirmed within seventy-five (75) days after the Petition Date, the Debtors will file Schedules and SOFAs within ninety (90) days after the Petition Date.

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

Case No.: 25-[●] (●)

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21. Entry of this Scheduling Order shall be without prejudice to the Debtors' right to seek further extensions of time within which: (a) they must file the Schedules and SOFAs; and (b) the U.S. Trustee should convene the 341 Meeting.

22. The Assumption/Rejection Procedures as set forth in the Motion are approved.

23. The Debtors shall file an initial Plan Supplement no later than seven (7) days prior to the Confirmation Objection Deadline. The Debtors may file supplemental Plan Supplements from time to time thereafter.

24. The Schedule of Rejected Executory Contracts and Unexpired Leases may be included in the Plan Supplement or filed separately, and may be filed up to and including the date of the Combined Hearing, with notice to affected counterparties as set forth in this Order.

25. Contemporaneously with the filing of the Plan Supplement, the Debtors shall serve on every counterparty to an Executory Contracts or Unexpired Leases the applicable Notice of Assumption or Notice of Rejection, which shall provide notice of (i) the Debtors' intent to assume or reject such executory contract or unexpired lease, (ii) the proposed Cure amount, if any, and (iii) the Contract Objection Deadline.

26. The proposed Cure amount of each assumed Executory Contracts or Unexpired Leases shall be \$0.00 unless (a) the Plan expressly provides otherwise, (b) a Final Order is entered Allowing the Cure in a different amount, or (c) the Reorganized Debtors otherwise agree to Allow a Cure in a different amount.

27. Any dispute regarding the assumption, assumption and assignment, or rejection of an Executory Contract or Unexpired Lease, including all requests for payment of Cure costs that

(Page 10)

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

Case No.: 25-[●] (●)

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differ from the amounts paid or proposed to be paid by the Debtors or Reorganized Debtors, must be filed with the Court and served on the Debtors on or before twenty (20) calendar days after the Effective Date (the “**Contract Objection Deadline**”).

28. If, within twenty (20) calendar days of the Contract Objection Deadline, the Debtors reduce a previously proposed Cure or decide to assume (or assume and assign) an Executory Contract or Unexpired Lease that was previously proposed to be rejected, then the counterparty to such affected Executory Contract or Unexpired Lease shall have twenty (20) calendar days after its receipt of notice thereof to file an objection to such Cure reduction or proposed assumption (or assumption and assignment) of such Executory Contract or Unexpired Lease.

29. Any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the proposed assumption of such Executory Contract or Unexpired Lease by the Contract Objection Deadline shall be deemed to have consented to such assumption, including the proposed Cure amount or the \$0.00 Cure.

30. Any objection to the assumption, assumption and assignment, or rejection of an Executory Contract or Unexpired Lease must: (i) be in writing and comply with the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures; (ii) state the name and address of the objecting party; (iii) state with particularity the legal and factual basis for such objection; (iv) be filed with the Clerk of the United States Bankruptcy Court for the District of New Jersey, together with proof of service thereof; and (v) be served by personal service or by overnight delivery, so as to be actually received by the Contract Objection Deadline, by the parties identified in paragraph 103 of the Motion.

(Page 11)

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

Case No.: 25-[●] (●)

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31. The Debtors are authorized to file replies to any timely filed objections to the assumption or rejection of Executory Contracts or Unexpired Leases within seven (7) days after the Contract Objection Deadline.

32. A counterparty to a rejected Executory Contract or Unexpired Lease may file a proof of Claim for damages resulting from the rejection within the later of (i) thirty (30) days following entry of the Confirmation Order, or (ii) thirty (30) days from the date the Executory Contract or Unexpired Lease is rejected. Any claims arising from the rejection not filed within such time shall be automatically disallowed, released, and discharged, and forever barred from assertion without the need for any objection or further notice to, or action, order, or approval of the Court, and such Claim shall not be enforceable against the Debtors or the Reorganized Debtors.

33. The ERO Procedures, substantially in the form attached to the Motion as **Exhibit H**, and the Subscription Form, substantially in the form attached as **Exhibit I**, are granted approval, subject to final approval at the Combined Hearing.

34. For the avoidance of doubt, all questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights shall be determined by the Debtors in accordance with the ERO Procedures. Pursuant to the ERO Procedures, the Debtors are authorized, but not directed to waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time frames as they may determine, or to reject the purported exercise of rights.

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

Case No.: 25-[●] (●)

Caption of Order: Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Establishing Objection Deadlines; (III) Approving Solicitation Procedures; (IV) Approving the Form and Manner of Ballots and Notices; (V) Directing That a Meeting of Creditors Not Be Convened; (VI) Conditionally Waiving the Requirement to File Schedules of Assets and Liabilities and Statements of Financial Affairs; (VII) Approving Procedures for Assumption and Rejection of Executory Contracts and Unexpired Leases; (VIII) Granting Approval of Rights Offering Procedures; and (IX) Granting Related Relief

35. In connection with the Equity Rights Offering contemplated by the Plan, the following implementation timeline is approved:

| Proposed Equity Rights Offering Schedule |                   |
|--|-------------------|
| Record Date                              | January 16, 2026  |
| Rights Offering Commencement Date        | January 22, 2026  |
| Rights Offering Expiration Date          | February 12, 2026 |

36. The deadline to file objections to (i) the adequacy of the Disclosure Statement, (ii) confirmation of the Plan, and (iii) the ERO Procedures (collectively, the “**Objection Deadline**”) is January 30, 2026 at 4:00 p.m. (prevailing Eastern Time).

37. Any objections to the adequacy of the Disclosure Statement, confirmation of the Plan, the ERO Procedures, or the Debtors’ assumption or rejection of an executory contract or unexpired lease must: (i) be in writing; (ii) comply with the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such party; (iv) state with particularity the legal and factual basis for such objection, and, if practicable and applicable, a proposed modification to the Plan that would resolve such objection; (v) be filed with the Clerk of the United States Bankruptcy Court for the District of New Jersey, together with proof of service thereof; and (vi) be served by personal service, overnight delivery, or electronic mail, so as to be **actually received** no later than 4:00 p.m. (prevailing Eastern Time) on the Objection Deadline, 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

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

Case No.: 25-[●] (●)

Caption of Order: Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Establishing Objection Deadlines; (III) Approving Solicitation Procedures; (IV) Approving the Form and Manner of Ballots and Notices; (V) Directing That a Meeting of Creditors Not Be Convened; (VI) Conditionally Waiving the Requirement to File Schedules of Assets and Liabilities and Statements of Financial Affairs; (VII) Approving Procedures for Assumption and Rejection of Executory Contracts and Unexpired Leases; (VIII) Granting Approval of Rights Offering Procedures; and (IX) Granting Related Relief

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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.

38. Any objections not timely filed and served in the manner set forth in this Scheduling Order shall not be considered and shall be overruled unless authorized by the Court.

39. The Debtors are authorized to file replies to any timely filed objections to the adequacy of the Disclosure Statement, confirmation of the Plan, or the ERO Procedures on or before February 6, 2026.

40. 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.

41. Notwithstanding any 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: Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Establishing Objection Deadlines; (III) Approving Solicitation Procedures; (IV) Approving the Form and Manner of Ballots and Notices; (V) Directing That a Meeting of Creditors Not Be Convened; (VI) Conditionally Waiving the Requirement to File Schedules of Assets and Liabilities and Statements of Financial Affairs; (VII) Approving Procedures for Assumption and Rejection of Executory Contracts and Unexpired Leases; (VIII) Granting Approval of Rights Offering Procedures; and (IX) Granting Related Relief

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42. The Debtors shall serve this 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).

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

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

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

**EXHIBIT B-1 TO SCHEDULING MOTION**

**BALLOT FOR CLASS 6  
(FIRST LIEN SECURED CLAIMS)**

**Important:** No chapter 11 cases have been commenced as of the date of distribution of this Ballot (this “**Ballot**”). The Debtors (as defined herein) intend to commence voluntary chapter 11 cases in the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”) to seek confirmation of the Plan (as defined herein) by the Bankruptcy Court, as described in greater detail in the accompanying Disclosure Statement (as defined herein). This Ballot is being used in the prepetition solicitation of your vote on the Plan.

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

*In re*

**UNITED SITE SERVICES, INC. *et al.*,**<sup>1</sup>

Debtors.

Chapter 11

(Joint Administration to be  
Requested)

**BALLOT FOR VOTING ON THE  
JOINT PREPACKAGED PLAN OF REORGANIZATION  
OF UNITED SITE SERVICES, INC. AND ITS DEBTOR  
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 6 (FIRST LIEN SECURED CLAIMS)**

**Please read and follow the enclosed instructions carefully  
before you complete and submit your Ballot.**

**Your vote will be counted only if this Ballot is properly  
completed, executed, and returned so as to be *actually*  
*received* by the Solicitation Agent (as defined herein) by  
January 30, 2026, at 4:00 p.m. (ET) (the “Voting  
Deadline”).**

The above-captioned debtors (collectively, the “**Debtors**”) are soliciting your vote on the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements

<sup>1</sup> The Debtors in the anticipated chapter 11 cases, along with the last four digits of each one’s federal tax identification number, are: United Site Services, Inc. (3387); Johnny on the Spot, LLC (1604); Northeast Sanitation, Inc. (3569); PECF USS Intermediate Holding II Corporation (5368); PECF USS Intermediate Holding III Corporation (9019); Portable Holding Corporation (2044); Portable Intermediate Holding Corporation (2150); Portable Intermediate Holding II Corporation (2253); Russell Reid Waste Hauling and Disposal Service Co., Inc. (5208); United Site National Services Company (4933); United Site Services Northeast, Inc. (3022); United Site Services of California, Inc. (8969); United Site Services of Colorado, Inc. (5717); United Site Services of Florida, LLC (1631); United Site Services of Louisiana, Inc. (0960); United Site Services of Maryland, Inc. (1689); United Site Services of Mississippi, LLC (7131); United Site Services of Nevada, Inc. (8145); United Site Services of Texas, Inc. (3850); USS Ultimate Holdings, Inc. (8857); Vortex Holdco, LLC (6868); and Vortex Opco, LLC (6864). The Debtors’ service address is 118 Flanders Road, Suite 1000, Westborough, MA 01581.

thereto, the “**Plan**”)<sup>2</sup> described in the *Disclosure Statement for Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the “**Disclosure Statement**”). The Disclosure Statement is included in the package (the “**Solicitation Package**”) you are receiving with this Ballot, and the Plan is attached to the Disclosure Statement as **Exhibit A**.

None of the Debtors has yet filed a chapter 11 case. However, each of the Debtors intends to file a chapter 11 case after the commencement of solicitation of votes on the Plan and intends to seek confirmation of the Plan after voting is completed.

In connection with the solicitation process, the Debtors are distributing the Plan and the Disclosure Statement to: (i) Holders of Second-Out Claims and Amended Term Loan Claims (together, Class 6 under the Plan) and (ii) Holders of Second-Out Deficiency Claims, Amended Term Loan Deficiency Claims, Third-Out Claims, and Amended Unsecured Notes Claims (together, Class 7 under the Plan), in each case as of December 22, 2025 (the “**Voting Record Date**”). As explained in further detail in the Disclosure Statement, on or about December 28, 2025, after engaging in extensive, arm’s-length, good-faith negotiations, the Debtors entered into a restructuring support agreement (as amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “**RSA**” and the transactions contemplated thereby, the “**Restructuring Transactions**”) with certain of the Debtors’ key economic stakeholders.

The Debtors are soliciting votes on the Plan from Holders of Class 6 Claims and Holders of Class 7 Claims.

**You are receiving this Ballot because you are a Holder of a Class 6 Claim as of the Voting Record Date.**<sup>3</sup>

Holders of Class 6 Claims as of the Voting Record Date are entitled to: (i) vote to accept or reject the Plan and (ii) opt out of the Third-Party Release contained in the Plan (and as set forth in Item 3 below). The rights and treatment of Class 6 Claims under the Plan are described in the Disclosure Statement.

The Debtors intend to implement the Restructuring Transactions by commencing voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code in the Bankruptcy Court and seeking confirmation and consummation of the Plan. The Debtors anticipate that such Chapter 11 Cases will be commenced in the Bankruptcy Court on or about the date specified in the Disclosure Statement.

This Ballot is part of the Solicitation Package. It may be used to (a) vote to accept or reject the Plan, (b) opt out of the Third-Party Release, and (c) make the required certifications with

<sup>2</sup> Capitalized terms used but not defined in this Ballot have the meanings ascribed to them in the Plan.

<sup>3</sup> To the extent that you are also a Holder of a Class 7 Unsecured Funded Debt Claim as of the Voting Record Date, you will receive a separate form of Ballot.

respect to your vote, but should not be used for any other purpose. Before voting, please review the Plan, the Disclosure Statement, and each of their exhibits carefully. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. **Please note that Article VIII of the Plan includes the Third-Party Release, together with other release, exculpation, and injunction provisions. These provisions, described in Item 3 of this Ballot, affect your rights, including your rights against persons other than the Debtors.**

If you have received the Solicitation Package materials in electronic form and wish to receive paper copies, or if you need to obtain additional Ballots, you may obtain them at no charge by emailing or calling Verita Global (the "**Solicitation Agent**"). If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Solicitation Agent immediately. The Solicitation Agent's contact information is as follows:

|  |
|--|
| <p><b>Solicitation Agent:</b><br/>Kurtzman Carson Consultants LLC<br/>d/b/a Verita Global<br/>USSinfo@VeritaGlobal.com<br/>(877) 634-7164 (domestic toll-free)<br/>+1 (424) 236-7220 (international)</p> |
|--|

Following the commencement of the Chapter 11 Cases, you may also obtain copies of any documents filed in the Chapter 11 Cases at no charge on the Debtors' restructuring website at <https://www.VeritaGlobal.net/USS> or for a fee through the Bankruptcy Court's website at <https://www.njb.uscourts.gov/>.

## INSTRUCTIONS FOR COMPLETING BALLOT

**If the Solicitation Agent does not *actually receive* your Ballot on or before January 30, 2026, at 4:00 p.m. (ET), your vote will be counted only at the discretion of the Debtors (unless the Voting Deadline is extended).**

### HOW DO I SUBMIT MY BALLOT?

You may submit your Ballot in paper form or electronically through the Solicitation Agent's online portal (the "**E-Ballot Portal**"), in each case by following the instructions below. You may choose either method at your own risk and should allow sufficient time to guarantee delivery by the Voting Deadline.

To submit your Ballot in paper form, you must complete, sign, and date the Ballot and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at:

United Site Services Ballot Processing Center  
c/o KCC dba Verita Global  
222 N. Pacific Coast Hwy., Suite 300  
El Segundo, CA 90245

To coordinate hand delivery, email the Solicitation Agent at [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) with a reference to "USS" in the subject line at least 24 hours in advance to provide the anticipated date and time of delivery. Be sure to sign and date your Ballot.

To submit your Ballot electronically, go to the E-Ballot Portal, at <https://www.VeritaGlobal.net/USS>. Then, click on the "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve and submit your customized electronic Ballot.

Unique E-Ballot ID#: \_\_\_\_\_

Unique E-Ballot Pin: \_\_\_\_\_

**The E-Ballot Portal is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by fax, email, or other electronic means will not be counted. Each Unique E-Ballot ID# is to be used solely for those Class 6 Claims described in Item 1 of your Ballot.**

**Holders who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.**

Email [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) for assistance with any technical difficulties.

## WHEN IS MY BALLOT DUE?

Your Ballot must be ***actually received*** by the Solicitation Agent on or before the Voting Deadline at **4:00 p.m. (ET) on January 30, 2026** (unless this deadline is extended). If a Ballot is received ***after*** the Voting Deadline, and if the Voting Deadline is not extended, it may be counted only in the sole discretion of the Debtors or as permitted by the Bankruptcy Court.

You are not required to vote, but you will be bound by the Plan if it is confirmed, regardless of whether you cast a vote.

## HOW CAN I ENSURE THAT MY BALLOT COUNTS?

To ensure that your vote is counted, you must: (a) complete your Ballot in accordance with the instructions contained herein; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; (c) if you elect to opt out of the Third-Party Release, clearly indicate your decision in Item 3 of the Ballot; and (d) sign and submit your Ballot as instructed herein.

Your Ballot will be counted only if it is ***actually received*** by the Solicitation Agent on or before the Voting Deadline. If you submit multiple Ballots with respect to the same Class 6 Claim, only the latest Ballot that is received on time and completed properly will be counted; it will supersede and revoke all earlier Ballots with respect to the same Class 6 Claim. However, if you submit valid and timely Ballots for the same Class 6 Claim both in paper form and electronically, only the Ballot submitted through the E-Ballot Portal will be counted, even if the paper Ballot is received later.

Additionally, the following Ballots will **not** be counted:

- any Ballot that purports to partially accept and/or partially reject the Plan;
- any Ballot that purports to both accept and reject the Plan, or that is not clearly marked to either accept or reject the Plan;
- any Ballot that is delivered to any person or entity other than the Solicitation Agent (including to the Debtors, the Debtors' legal or financial advisors, the Bankruptcy Court, any agent of the Debtors other than the Solicitation Agent, or any administrative agent or indenture trustee for the Debtors' funded debt);
- any Ballot sent by fax, email, or other electronic means (other than through the E-Ballot Portal);
- any Ballot that is illegible;
- any Ballot that contains insufficient information to permit the Solicitation Agent to identify the principal amounts voted or identity of the Holder of the voted Claim;
- any Ballot cast by a person or entity that is not entitled to vote on the Plan;
- any Ballot that is not signed (for the avoidance of doubt, electronic signatures contained in a Ballot validly submitted through the E-Ballot Portal will be

deemed immediately legally valid and effective), or that is not signed by a person or entity authorized to execute the Ballot on behalf of the voting Holder; and/or

- any non-original Ballot (excluding electronic ballots validly submitted through the E-Ballot Portal).

For the avoidance of doubt, any Ballots submitted by the Consenting Stakeholders shall be subject to the applicable provisions of the RSA.

**Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to your Ballot.

#### **HOW SHOULD I CORRECT DEFECTS OR IRREGULARITIES IN MY BALLOT?**

You must submit a Ballot in conformity with these instructions on or before the Voting Deadline. Subject to contrary orders of the Bankruptcy Court, you must correct any defects or irregularities in connection with your Ballot prior to the Voting Deadline, or your Ballot will not be counted. The Debtors may, in their sole discretion, waive any defect or irregularity as to any particular Ballot at any time, either before or after the Voting Deadline. However, neither the Debtors, the Solicitation Agent, nor any other person will bear any duty to notify you of defects or irregularities with respect to your Ballot, nor will any of them incur liability for failing to provide such a notification.

#### **MAY I SPLIT MY VOTE?**

You must vote all of your Class 6 Claims either to accept or reject the Plan and may not split your vote. Further, if you have multiple Class 6 Claims, the Debtors may aggregate those Claims for the purpose of counting votes.

If you have Claims in more than one voting Class under the Plan, you will receive a separate Ballot for each such Class. In that case, this Ballot will apply only to your Class 6 Claims. Accordingly, you must complete and return each Ballot that you receive and may cast different votes with respect to Claims in different voting Classes.

#### **WHAT ARE MY CLAIMS AGAINST THE DEBTORS?**

You have received a Ballot because the Solicitation Agent has information suggesting that you may hold a Claim in Class 6 (First Lien Secured Claims). As set forth in the Plan, the First Lien Secured Claims consist of Second-Out Claims and Amended Term Loan Claims.

This Ballot does **not** constitute, and shall not be deemed to constitute, a proof of claim or an assertion or admission that you hold a Claim against any Debtor. You should not surrender any



instruments representing or evidencing your Class 6 Claims. Neither the Debtors nor the Solicitation Agent will accept any such instruments.

#### **WHAT IS THE THIRD-PARTY RELEASE?**

The provisions of the Plan setting forth the Third-Party Release are quoted in full in Item 3 on this Ballot. **You will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors or the Chapter 11 Cases if you: (i) vote to accept the Plan and do not opt out of the Third-Party Release; (ii) abstain from voting on the Plan and do not opt out of the Third-Party Release; or (iii) vote to reject the Plan and do not opt out of the Third-Party Release.**

#### **AM I REQUIRED TO CONSENT TO THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?**

You are **not** required to consent to the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 3 of this Ballot. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third-Party Release.

For the avoidance of doubt, all Consenting Stakeholders have agreed to grant the Third-Party Release pursuant to the RSA, regardless of whether or not they check the applicable box to opt out.

#### **I HAVE FURTHER QUESTIONS ABOUT MY BALLOT.**

If you have any questions about your Ballot or the procedures for voting, please email or call the Solicitation Agent at USSinfo@VeritaGlobal.com, (877) 634-7164 (domestic toll-free) or +1 (424) 236-7220 (international).

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own counsel.

*[Remainder of page intentionally left blank]*

## BALLOT FOR CLASS 6 (FIRST LIEN SECURED CLAIMS)

### ITEM 1: AMOUNT OF CLAIM

By signing below, you certify that, as of the Voting Record Date, you were the Holder (or authorized signatory of a Holder) of a Class 6 First Lien Secured Claim in the following principal amount:

| Type                     | Amount   |
|--------------------------|----------|
| Second-Out Claims        | \$ _____ |
| Amended Term Loan Claims | \$ _____ |

### ITEM 2: VOTE FOR OR AGAINST THE PLAN

You vote to (check only one):

- ☐ **Accept** (vote **for**) the Plan
- ☐ **Reject** (vote **against**) the Plan

**Your vote on the Plan will be applied to your Class 6 Claim with respect to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 above.**

The Debtors recommend that you vote to **accept** the Plan.

### ITEM 3: THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. Whether you vote to accept or reject the Plan or abstain from voting altogether, unless you check the opt-out box in Item 3 and timely submit your Ballot in accordance with the instructions contained herein, you will be deemed to have consented to the Third-Party Release.** If you opt out of granting the Third-Party Release, you will not be a Released Party even if you would otherwise be entitled to be a Released Party.

The Third-Party Release and related provisions of the Plan are as follows:

*Definition of “Released Parties”:*

Means, collectively, and in each case solely in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit RCF Facility Parties, (viii) the Exit ABL Facility Parties, (ix) the ERO Backstop Parties, (x) the Sponsor, and (xi) each Related Party of each of the foregoing

Persons in clauses (i) through (x); *provided, however*, that any Holder of a Claim or Interest that (x) files an objection to the Plan, (y) opts out of the Third-Party Release, or (z) is listed in the Retained Causes of Action Schedule, as applicable, shall not be a “Released Party”; *provided further, however*, that notwithstanding the preceding proviso, any Holder of a Claim or Interest that is party to or has otherwise signed the Restructuring Support Agreement shall be a Released Party and Releasing Party for all purposes under the Plan.

*Definition of “Releasing Parties”:*

Means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit ABL Facility Parties and Exit RCF Facility Parties, (viii) the ERO Backstop Parties, (ix) the Sponsor, (x) each Related Party of each of the foregoing Persons in clauses (i) through (ix), (xi) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xii) the Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiii) the Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release, (xiv) the Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release, and (xv) the Holders of Claims or Interests who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release; *provided* that each Holder of Claims or Interests that is party to or has otherwise signed the Restructuring Support Agreement shall not opt out of the Third-Party Releases. For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in this Plan are doing so only in their capacity as holders of First-Out Revolving Loans Claims or ABL Facility Claims as of the Petition Date, and any actions taken by the Revolving Credit Lenders in connection with the Plan and the Restructuring Transactions as well as any releases provided in connection with the Plan are only with respect to such lender’s interest in the First-Out Revolving Loans Claims or ABL Facility Claims that are now owned or subsequently acquired by the Revolving Credit Lenders. In addition, the provisions of this Plan shall only apply to such trading desk(s), fund(s), account, branch, unit and/or business group(s) that have a beneficial interest in such Claim and shall not apply to any other trading desk(s), fund(s), account, branch, unit and/or business group(s) of the Revolving

Credit Lenders, which, so long as they are not acting at the direction of or for the benefit of such Revolving Credit Lender or such Revolving Credit Lender's investment in the Debtor, will not be considered "Releasing Parties" under the Plan.

*Third-Party Release (Article VIII.E of the Plan):*

**Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Releasing Party (in each case on behalf of itself and its respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring or the Chapter 11 Cases, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Plan Supplement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility**

Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (the “Third-Party Release”, and together with the Debtor Release, the “Releases”). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

Entry of the Confirmation Order shall constitute the Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Court’s finding that the Third-Party Release is: (i) consensual; (ii) essential to the Confirmation; (iii) given in

exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing this Plan; (iv) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

*Injunction (Article VIII.G of the Plan):*

Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action or liabilities that have been released, discharged, or are subject to exculpation hereunder are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the respective property or estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities unless such Entity has timely asserted such setoff, subrogation, or recoupment right in a document filed with the Court explicitly preserving such right; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities released or settled pursuant to the Plan.

**By accepting distributions under the Plan, each Holder of an Allowed Claim or Interest extinguished, discharged, exculpated or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunction set forth above.**

**The injunction set forth above shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties, and their respective property and interests in property. No Person or Entity (including any Person or Entity that has elected to opt out of the Third-Party Releases) may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII hereof, without the Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action (a) is not subject to the Releases and (b) represents a colorable Claim or Cause of Action, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action.**

|  |
|--|
| <p><b>If you decline to check the opt-out box in this Item 3, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.</b></p> |
|--|

Check the following box **only** if you wish to opt out of the Third-Party Release:

☐ **Opt out** of the Third-Party Release

#### **ITEM 4: CERTIFICATIONS**

By signing this Ballot, you certify to the Bankruptcy Court and the Debtors that:

- as of the Voting Record Date, you are either (a) the Holder of the Second-Out Claim and/or the Amended First Lien Claim, as applicable, listed in Item 1 or (b) the authorized signatory of such Holder;
- you are (or, in the case of an authorized signatory, your principal is) eligible to vote on the Plan and to make an election with respect to the Third-Party Release;
- you have (or, in the case of an authorized signatory, your principal has) received a copy of the Disclosure Statement and the Solicitation Package (including the Plan and other exhibits) and acknowledge that the solicitation of votes on the Plan is being made pursuant to the terms and conditions set forth therein;

- you have not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package;
- you have full and complete authority to execute and submit this Ballot;
- you have (or, in the case of an authorized signatory, your principal has) cast the same vote with respect to all of your (or your principal's) Class 6 Claim;
- no other Ballots with respect to the Class 6 Claim set forth in Item 1 have been cast or, if any other Ballot(s) have been cast with respect to such Class 6 Claim, then any such earlier Ballot(s) are hereby revoked;
- you understand and acknowledge that the securities being distributed pursuant to the Plan are not being distributed pursuant to a registration statement filed with the United States Securities and Exchange Commission, and that such securities will be acquired for your own account and not with a view to any distribution of such securities in violation of the Securities Act;
- you are (a) an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act or (b) not a "U.S. person" (as defined in Regulation S under the Securities Act) and not participating on behalf of or for an account of a U.S. person (see Exhibit A hereto for relevant definitions);
- you acknowledge and understand that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 6 Claims identified in Item 1; and
- you acknowledge and understand that the Debtors may make changes to the Plan and that, to the extent that such changes are not material or are not adverse to the treatment of the Class 6 Claims, the Debtors will not re-solicit acceptances or rejections of the Plan.



**Name of Holder:** \_\_\_\_\_  
(print or type)

**Signature:** \_\_\_\_\_

**Signatory Name:** \_\_\_\_\_  
(If other than Holder)

**Signatory Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_

**Exhibit A**

**DEFINITIONS**

**“Accredited Investor”** is defined in Rule 501 of the Securities Act of 1933 as:

- (a) any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:
  - (1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
  - (2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
  - (3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
  - (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
  - (5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000.

- (i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):
  - (A) The person's primary residence shall not be included as an asset;
  - (B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
  - (C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;
- (ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:
  - (A) Such right was held by the person on July 20, 2010;
  - (B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and
  - (C) The person held securities of the same issuer, other than such right, on July 20, 2010.
- (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii); and
- (8) Any entity in which all of the equity owners are accredited investors;
- (9) Any entity, of a type not listed in paragraph (a)(1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
- (10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional

certification or designation or credential from an accredited educational institution for purposes of this paragraph (a)(10), the Commission will consider, among others, the following attributes:

- i. The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;
  - ii. The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;
  - iii. Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and
  - iv. An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable;
- (11) Any natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
- (12) Any “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):
- i. With assets under management in excess of \$5,000,000,
  - ii. That is not formed for the specific purpose of acquiring the securities offered, and
  - iii. Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and
- (13) Any “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in paragraph (a)(12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii).

**“United States”** is defined in Rule 902(l) of the Securities Act as the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

**“U.S. person”** is defined in Rule 902(k) of the Securities Act as:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organized or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a U.S. person;
- (d) any trust of which any trustee is a U.S. person;
- (e) any agency or branch of a foreign entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- (h) any partnership or corporation if:
  - (i) organized or incorporated under the laws of any foreign jurisdiction; and
  - (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of the Securities Act) who are not natural persons, estates or trusts.

The following are not **“U.S. persons”**:

- (a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (b) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:
  - (i) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
  - (ii) the estate is governed by foreign law;
- (c) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect

- to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
- (d) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
  - (e) any agency or branch of a U.S. person located outside the United States if:
    - (i) the agency or branch operates for valid business reasons; and
    - (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
  - (f) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

**EXHIBIT B-2 TO SCHEDULING MOTION**

**BALLOT FOR CLASS 7  
(UNSECURED FUNDED DEBT CLAIMS)**

**Important:** No chapter 11 cases have been commenced as of the date of distribution of this Ballot (this “**Ballot**”). The Debtors (as defined herein) intend to commence voluntary chapter 11 cases in the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”) to seek confirmation of the Plan (as defined herein) by the Bankruptcy Court, as described in greater detail in the accompanying Disclosure Statement (as defined herein). This Ballot is being used in the prepetition solicitation of your vote on the Plan.

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

*In re*

**UNITED SITE SERVICES, INC. *et al.*,**<sup>1</sup>

Debtors.

Chapter 11

(Joint Administration to be  
Requested)

**BALLOT FOR VOTING ON THE  
JOINT PREPACKAGED PLAN OF REORGANIZATION  
OF UNITED SITE SERVICES, INC. AND ITS DEBTOR  
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 7 (UNSECURED FUNDED DEBT CLAIMS –  
SECOND-OUT DEFICIENCY CLAIMS AND  
AMENDED TERM LOAN DEFICIENCY CLAIMS)**

**Please read and follow the enclosed instructions carefully  
before you complete and submit your Ballot.**

**Your vote will be counted only if this Ballot is properly  
completed, executed, and returned so as to be *actually*  
*received* by the Solicitation Agent (as defined herein) by  
January 30, 2026, at 4:00 p.m. (ET) (the “Voting  
Deadline”).**

<sup>1</sup> The Debtors in the anticipated chapter 11 cases, along with the last four digits of each one’s federal tax identification number, are: United Site Services, Inc. (3387); Johnny on the Spot, LLC (1604); Northeast Sanitation, Inc. (3569); PECF USS Intermediate Holding II Corporation (5368); PECF USS Intermediate Holding III Corporation (9019); Portable Holding Corporation (2044); Portable Intermediate Holding Corporation (2150); Portable Intermediate Holding II Corporation (2253); Russell Reid Waste Hauling and Disposal Service Co., Inc. (5208); United Site National Services Company (4933); United Site Services Northeast, Inc. (3022); United Site Services of California, Inc. (8969); United Site Services of Colorado, Inc. (5717); United Site Services of Florida, LLC (1631); United Site Services of Louisiana, Inc. (0960); United Site Services of Maryland, Inc. (1689); United Site Services of Mississippi, LLC (7131); United Site Services of Nevada, Inc. (8145); United Site Services of Texas, Inc. (3850); USS Ultimate Holdings, Inc. (8857); Vortex Holdco, LLC (6868); and Vortex Opco, LLC (6864). The Debtors’ service address is 118 Flanders Road, Suite 1000, Westborough, MA 01581.



The above-captioned debtors (collectively, the “**Debtors**”) are soliciting your vote on the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the “**Plan**”)<sup>2</sup> described in the *Disclosure Statement for Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the “**Disclosure Statement**”). The Disclosure Statement is included in the package (the “**Solicitation Package**”) you are receiving with this Ballot, and the Plan is attached to the Disclosure Statement as Exhibit A.

None of the Debtors has yet filed a chapter 11 case. However, each of the Debtors intends to file a chapter 11 case after the commencement of solicitation of votes on the Plan and intends to seek confirmation of the Plan after voting is completed.

In connection with the solicitation process, the Debtors are distributing the Plan and the Disclosure Statement to: (i) Holders of Second-Out Claims and Amended Term Loan Claims (together, Class 6 under the Plan) and (ii) Holders of Second-Out Deficiency Claims, Amended Term Loan Deficiency Claims, Third-Out Claims, and Amended Unsecured Notes Claims (together, Class 7 under the Plan), in each case as of December 22, 2025 (the “**Voting Record Date**”). As explained in further detail in the Disclosure Statement, on or about December 28, 2025, after engaging in extensive, arm’s-length, good-faith negotiations, the Debtors entered into a restructuring support agreement (as amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “**RSA**” and the transactions contemplated thereby, the “**Restructuring Transactions**”) with certain of the Debtors’ key economic stakeholders.

The Debtors are soliciting votes on the Plan from Holders of Class 6 Claims and Holders of Class 7 Claims.

**You are receiving this Ballot because you are a Holder of either a Second-Out Deficiency Claim or Amended Term Loan Deficiency Claim, which are classified within Class 7 under the Plan, as of the Voting Record Date.**

Holders of Class 7 Claims as of the Voting Record Date are entitled to: (i) vote to accept or reject the Plan and (ii) opt out of the Third-Party Release contained in the Plan (and as set forth in Item 3 below). The rights and treatment of Class 7 Claims under the Plan are described in the Disclosure Statement.

The Debtors intend to implement the Restructuring Transactions by commencing voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code in the Bankruptcy Court and seeking confirmation and consummation of the Plan. The Debtors anticipate

<sup>2</sup> Capitalized terms used but not defined in this Ballot have the meanings ascribed to them in the Plan.

that such Chapter 11 Cases will be commenced in the Bankruptcy Court on or about the date specified in the Disclosure Statement.

This Ballot is part of the Solicitation Package. It may be used to (a) vote to accept or reject the Plan, (b) opt out of the Third-Party Release, and (c) make the required certifications with respect to your vote, but should not be used for any other purpose. Before voting, please review the Plan, the Disclosure Statement and each of their exhibits carefully. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. **Please note that Article VIII of the Plan includes the Third-Party Release, together with other release, exculpation, and injunction provisions. These provisions, described in Item 3 of this Ballot, affect your rights, including your rights against persons other than the Debtors.**

If you have received the Solicitation Package materials in electronic form and wish to receive paper copies, or if you need to obtain additional Ballots, you may obtain them at no charge by emailing or calling Verita Global (the "**Solicitation Agent**"). If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Solicitation Agent immediately. The Solicitation Agent's contact information is as follows:

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| <p><b>Solicitation Agent:</b><br/>Kurtzman Carson Consultants LLC<br/>d/b/a Verita Global<br/>USSinfo@VeritaGlobal.com<br/>(877) 634-7164 (domestic toll-free)<br/>+1 (424) 236-7220 (international)</p> |
|--|

Following the commencement of the Chapter 11 Cases, you may also obtain copies of any documents filed in the Chapter 11 Cases at no charge on the Debtors' restructuring website at <https://www.VeritaGlobal.net/USS> or for a fee through the Bankruptcy Court's website at <https://www.njb.uscourts.gov/>.

## INSTRUCTIONS FOR COMPLETING BALLOT

**If the Solicitation Agent does not *actually receive* your Ballot on or before January 30, 2026, at 4:00 p.m. (ET), your vote will be counted only at the discretion of the Debtors (unless the Voting Deadline is extended).**

### HOW DO I SUBMIT MY BALLOT?

You may submit your Ballot in paper form or electronically through the Solicitation Agent's online portal (the "**E-Ballot Portal**"), in each case by following the instructions below. You may choose either method at your own risk and should allow sufficient time to guarantee delivery by the Voting Deadline.

To submit your Ballot in paper form, you must complete, sign, and date the Ballot and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at:

United Site Services Ballot Processing Center  
c/o KCC dba Verita Global  
222 N. Pacific Coast Hwy., Suite 300  
El Segundo, CA 90245

To coordinate hand delivery, email the Solicitation Agent at [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) with a reference to "USS" in the subject line at least 24 hours in advance to provide the anticipated date and time of delivery. Be sure to sign and date your Ballot.

To submit your Ballot electronically, go to the E-Ballot Portal, at <https://www.VeritaGlobal.net/USS>. Then, click on the "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve and submit your customized electronic Ballot.

Unique E-Ballot ID#: \_\_\_\_\_

Unique E-Ballot Pin: \_\_\_\_\_

**The E-Ballot Portal is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by fax, email, or other electronic means will not be counted. Each Unique E-Ballot ID# is to be used solely for those Class 7 Claims described in Item 1 of your Ballot.**

**Holders who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.**

Email [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) for assistance with any technical difficulties.

## WHEN IS MY BALLOT DUE?

Your Ballot must be ***actually received*** by the Solicitation Agent on or before the Voting Deadline at **4:00 p.m. (ET) on January 30, 2026** (unless this deadline is extended). If a Ballot is received ***after*** the Voting Deadline, and if the Voting Deadline is not extended, it may be counted only in the sole discretion of the Debtors or as permitted by the Bankruptcy Court.

You are not required to vote, but you will be bound by the Plan if it is confirmed, regardless of whether you cast a vote.

## HOW CAN I ENSURE THAT MY BALLOT COUNTS?

To ensure that your vote is counted, you must: (a) complete your Ballot in accordance with the instructions contained herein; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; (c) if you elect to opt out of the Third-Party Release, clearly indicate your decision in Item 3 of the Ballot; and (d) sign and submit your Ballot as instructed herein.

Your Ballot will be counted only if it is ***actually received*** by the Solicitation Agent on or before the Voting Deadline. If you submit multiple Ballots with respect to the same Class 7 Claim, only the latest Ballot that is received on time and completed properly will be counted; it will supersede and revoke all earlier Ballots with respect to the same Class 7 Claim. However, if you submit valid and timely Ballots for the same Class 7 Claim both in paper form and electronically, only the Ballot submitted through the E-Ballot Portal will be counted, even if the paper Ballot is received later.

Additionally, the following Ballots will **not** be counted:

- any Ballot that purports to partially accept and/or partially reject the Plan;
- any Ballot that purports to both accept and reject the Plan, or that is not clearly marked to either accept or reject the Plan;
- any Ballot that is delivered to any person or entity other than the Solicitation Agent (including to the Debtors, the Debtors' legal or financial advisors, the Bankruptcy Court, any agent of the Debtors other than the Solicitation Agent, or any administrative agent or indenture trustee for the Debtors' funded debt);
- any Ballot sent by fax, email, or other electronic means (other than through the E-Ballot Portal);
- any Ballot that is illegible;
- any Ballot that contains insufficient information to permit the Solicitation Agent to identify the principal amounts voted or identity of the Holder of the voted Claim;
- any Ballot cast by a person or entity that is not entitled to vote on the Plan;
- any Ballot that is not signed (for the avoidance of doubt, electronic signatures contained in a Ballot validly submitted through the E-Ballot Portal will be

deemed immediately legally valid and effective), or that is not signed by a person or entity authorized to execute the Ballot on behalf of the voting Holder; and/or

- any non-original Ballot (excluding electronic ballots validly submitted through the E-Ballot Portal).

For the avoidance of doubt, any Ballots submitted by the Consenting Stakeholders shall be subject to the applicable provisions of the RSA.

**Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to your Ballot.

#### **HOW SHOULD I CORRECT DEFECTS OR IRREGULARITIES IN MY BALLOT?**

You must submit a Ballot in conformity with these instructions on or before the Voting Deadline. Subject to contrary orders of the Bankruptcy Court, you must correct any defects or irregularities in connection with your Ballot prior to the Voting Deadline, or your Ballot will not be counted. The Debtors may, in their sole discretion, waive any defect or irregularity as to any particular Ballot at any time, either before or after the Voting Deadline. However, neither the Debtors, the Solicitation Agent, nor any other person will bear any duty to notify you of defects or irregularities with respect to your Ballot, nor will any of them incur liability for failing to provide such a notification.

#### **MAY I SPLIT MY VOTE?**

You must vote all of your Class 7 Claims either to accept or reject the Plan and may not split your vote. Further, if you have multiple Class 7 Claims, the Debtors may aggregate those Claims for the purpose of counting votes.

If you have Claims in more than one voting Class under the Plan, you will receive a separate Ballot for each such Class. In that case, this Ballot will apply only to your Class 7 Claims. Accordingly, you must complete and return each Ballot that you receive and may cast different votes with respect to Claims in different voting Classes.

#### **WHAT ARE MY CLAIMS AGAINST THE DEBTORS?**

You have received a Ballot because the Solicitation Agent has information suggesting that you may hold a Second-Out Deficiency Claim or Amended Term Loan Deficiency Claim, which are classified under the Plan as Class 7 Claims. As set forth in the Plan, the Unsecured Funded Debt Claims consist of (i) Second-Out Deficiency Claims, (ii) Amended Term Loan Deficiency Claims, (iii) Third-Out Claims, and (iv) Amended Unsecured Notes Claims. **This form of Ballot**

**is only for Holders of Second-Out Deficiency Claims and Amended Term Loan Deficiency Claims.**

This Ballot does **not** constitute, and shall not be deemed to constitute, a proof of claim or an assertion or admission that you hold a Claim against any Debtor. You should not surrender any instruments representing or evidencing your Class 7 Claim. Neither the Debtors nor the Solicitation Agent will accept any such instruments.

**WHAT IS THE THIRD-PARTY RELEASE?**

The provisions of the Plan setting forth the Third-Party Release are quoted in full in Item 3 on this Ballot. **You will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors or the Chapter 11 Cases if you: (i) vote to accept the Plan and do not opt out of the Third-Party Release; (ii) abstain from voting on the Plan and do not opt out of the Third-Party Release; or (iii) vote to reject the Plan and do not opt out of the Third-Party Release.**

**AM I REQUIRED TO CONSENT TO THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?**

You are **not** required to consent to the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 3 of this Ballot. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third-Party Release.

For the avoidance of doubt, all Consenting Stakeholders have agreed to grant the Third-Party Release pursuant to the RSA, regardless of whether or not they check the applicable box to opt out.

**I HAVE FURTHER QUESTIONS ABOUT MY BALLOT.**

If you have any questions about your Ballot or the procedures for voting, please email or call the Solicitation Agent at USSinfo@VeritaGlobal.com, (877) 634-7164 (domestic toll-free) or +1 (424) 236-7220 (international).

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own counsel.

*[Remainder of page intentionally left blank]*

**BALLOT FOR CLASS 7  
(UNSECURED FUNDED DEBT CLAIMS –  
SECOND-OUT DEFICIENCY CLAIMS AND  
AMENDED TERM LOAN DEFICIENCY CLAIMS)**

**ITEM 1: AMOUNT OF CLAIM**

By signing below, you certify that, as of the Voting Record Date, you were the Holder (or authorized signatory of a Holder) of a Class 7 Claim in the following principal amount:

| Type                                   | Amount   |
|--|----------|
| Second-Out<br>Deficiency Claims        | \$ _____ |
| Amended Term Loan<br>Deficiency Claims | \$ _____ |

**ITEM 2: VOTE FOR OR AGAINST THE PLAN**

You vote to (check only one):

- ☐ **Accept** (vote **for**) the Plan
- ☐ **Reject** (vote **against**) the Plan

**Your vote on the Plan will be applied to your Class 7 Claim with respect to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 above.**

The Debtors recommend that you vote to **accept** the Plan.

**ITEM 3: THIRD-PARTY RELEASE**

The Plan contains the Third-Party Release set forth below. **You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. Whether you vote to accept or reject the Plan or abstain from voting altogether, unless you check the opt-out box in Item 3 and timely submit your Ballot in accordance with the instructions contained herein, you will be deemed to have consented to the Third-Party Release.** If you opt out of granting the Third-Party Release, you will not be a Released Party even if you would otherwise be entitled to be a Released Party.

The Third-Party Release and related provisions of the Plan are as follows:

*Definition of “Released Parties”:*

Means, collectively, and in each case solely in their capacity as such,  
(i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-

Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit RCF Facility Parties, (viii) the Exit ABL Facility Parties, (ix) the ERO Backstop Parties, (x) the Sponsor, and (xi) each Related Party of each of the foregoing Persons in clauses (i) through (x); *provided, however*, that any Holder of a Claim or Interest that (x) files an objection to the Plan, (y) opts out of the Third-Party Release, or (z) is listed in the Retained Causes of Action Schedule, as applicable, shall not be a “Released Party”; *provided further, however*, that notwithstanding the preceding proviso, any Holder of a Claim or Interest that is party to or has otherwise signed the Restructuring Support Agreement shall be a Released Party and Releasing Party for all purposes under the Plan.

*Definition of “Releasing Parties”:*

Means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit ABL Facility Parties and Exit RCF Facility Parties, (viii) the ERO Backstop Parties, (ix) the Sponsor, (x) each Related Party of each of the foregoing Persons in clauses (i) through (ix), (xi) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xii) the Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiii) the Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release, (xiv) the Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release, and (xv) the Holders of Claims or Interests who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release; *provided that* each Holder of Claims or Interests that is party to or has otherwise signed the Restructuring Support Agreement shall not opt out of the Third-Party Releases. For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in this Plan are doing so only in their capacity as holders of First-Out Revolving Loans Claims or ABL Facility Claims as of the Petition Date, and any actions taken by the Revolving Credit Lenders in connection with the Plan and the Restructuring Transactions as well as any releases provided in connection with the Plan are only with respect to such lender’s interest in the First-Out Revolving Loans Claims or ABL Facility Claims that are now owned or subsequently acquired by the



Revolving Credit Lenders. In addition, the provisions of this Plan shall only apply to such trading desk(s), fund(s), account, branch, unit and/or business group(s) that have a beneficial interest in such Claim and shall not apply to any other trading desk(s), fund(s), account, branch, unit and/or business group(s) of the Revolving Credit Lenders, which, so long as they are not acting at the direction of or for the benefit of such Revolving Credit Lender or such Revolving Credit Lender's investment in the Debtor, will not be considered "Releasing Parties" under the Plan.

*Third-Party Release (Article VIII.E of the Plan):*

**Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Releasing Party (in each case on behalf of itself and its respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring or the Chapter 11 Cases, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the**

Restructuring Support Agreement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Plan Supplement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (the “Third-Party Release”, and together with the Debtor Release, the “Releases”). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the Confirmation; (iii) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing this Plan; (iv) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

*Injunction (Article VIII.G of the Plan):*

Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action or liabilities that have been released, discharged, or are subject to exculpation hereunder are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the respective property or estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities unless such Entity has timely asserted such setoff, subrogation, or recoupment right in a document filed with the

**Court explicitly preserving such right; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities released or settled pursuant to the Plan.**

**By accepting distributions under the Plan, each Holder of an Allowed Claim or Interest extinguished, discharged, exculpated or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunction set forth above.**

**The injunction set forth above shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties, and their respective property and interests in property. No Person or Entity (including any Person or Entity that has elected to opt out of the Third-Party Releases) may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII hereof, without the Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action (a) is not subject to the Releases and (b) represents a colorable Claim or Cause of Action, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action.**

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| <p><b>If you decline to check the opt-out box in this Item 3, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.</b></p> |
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Check the following box **only** if you wish to opt out of the Third-Party Release:

☐ **Opt out of the Third-Party Release**

#### **ITEM 4: CERTIFICATIONS**

By signing this Ballot, you certify to the Bankruptcy Court and the Debtors that:

- as of the Voting Record Date, you are either (a) the Holder of the Second-Out Deficiency Claim and/or the Amended Term Loan Deficiency Claim, as applicable, listed in Item 1 or (b) the authorized signatory of such Holder;

- you are (or, in the case of an authorized signatory, your principal is) eligible to vote on the Plan and to make an election with respect to the Third-Party Release;
- you have (or, in the case of an authorized signatory, your principal has) received a copy of the Disclosure Statement and the Solicitation Package (including the Plan, the RSA, and other exhibits) and acknowledge that the solicitation of votes on the Plan is being made pursuant to the terms and conditions set forth therein;
- you have not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package;
- you have full and complete authority to execute and submit this Ballot;
- you have (or, in the case of an authorized signatory, your principal has) cast the same vote with respect to all of your (or your principal's) Class 7 Claim;
- no other Ballots with respect to the Class 7 Claim set forth in Item 1 have been cast or, if any other Ballot(s) have been cast with respect to such Class 7 Claim, then any such earlier Ballot(s) are hereby revoked;
- you acknowledge and understand that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 7 Claims identified in Item 1; and
- you acknowledge and understand that the Debtors may make changes to the Plan and that, to the extent that such changes are not material or are not adverse to the treatment of the Class 7 Claims, the Debtors will not re-solicit acceptances or rejections of the Plan.

**Name of Holder:** \_\_\_\_\_  
(print or type)

**Signature:** \_\_\_\_\_

**Signatory Name:** \_\_\_\_\_  
(If other than Holder)

**Signatory Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_

**EXHIBIT B-3 TO SCHEDULING MOTION**

**BENEFICIAL HOLDER BALLOT FOR CLASS 7  
(UNSECURED FUNDED DEBT CLAIMS)**

**Important:** No chapter 11 cases have been commenced as of the date of distribution of this Beneficial Holder Ballot (this “**Beneficial Holder Ballot**”). The Debtors (as defined herein) intend to commence voluntary chapter 11 cases in the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”) to seek confirmation of the Plan (as defined herein) by the Bankruptcy Court, as described in greater detail in the accompanying Disclosure Statement (as defined herein). This Beneficial Holder Ballot is being used in the prepetition solicitation of your vote on the Plan.

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

*In re*

**UNITED SITE SERVICES, INC. *et al.*,**<sup>1</sup>  
Debtors.

Chapter 11

(Joint Administration to be  
Requested)

**BENEFICIAL HOLDER  
BALLOT FOR VOTING ON THE  
JOINT PREPACKAGED PLAN OF REORGANIZATION  
OF UNITED SITE SERVICES, INC. AND ITS DEBTOR  
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 7 (UNSECURED FUNDED DEBT CLAIMS –  
THIRD-OUT CLAIMS AND AMENDED UNSECURED NOTES  
CLAIMS)**

**Please read and follow the enclosed instructions carefully before you complete and submit your Beneficial Holder Ballot.**

**If you received a return envelope addressed to your Nominee (as defined herein), please complete, sign, and date the Beneficial Holder Ballot in accordance with the instructions provided by your Nominee. Please allow**

<sup>1</sup> The Debtors in the anticipated chapter 11 cases, along with the last four digits of each one’s federal tax identification number, are: United Site Services, Inc. (3387); Johnny on the Spot, LLC (1604); Northeast Sanitation, Inc. (3569); PECF USS Intermediate Holding II Corporation (5368); PECF USS Intermediate Holding III Corporation (9019); Portable Holding Corporation (2044); Portable Intermediate Holding Corporation (2150); Portable Intermediate Holding II Corporation (2253); Russell Reid Waste Hauling and Disposal Service Co., Inc. (5208); United Site National Services Company (4933); United Site Services Northeast, Inc. (3022); United Site Services of California, Inc. (8969); United Site Services of Colorado, Inc. (5717); United Site Services of Florida, LLC (1631); United Site Services of Louisiana, Inc. (0960); United Site Services of Maryland, Inc. (1689); United Site Services of Mississippi, LLC (7131); United Site Services of Nevada, Inc. (8145); United Site Services of Texas, Inc. (3850); USS Ultimate Holdings, Inc. (8857); Vortex Holdco, LLC (6868); and Vortex Opco, LLC (6864). The Debtors’ service address is 118 Flanders Road, Suite 1000, Westborough, MA 01581.



**sufficient time for your Beneficial Holder Ballot to be included on a Master Ballot (as defined herein) completed by your Nominee. The Master Ballot must be *actually received* by the Solicitation Agent (as defined herein) by January 30, 2026, at 4:00 p.m. (ET) (the “Voting Deadline”).**

**If you received a return envelope addressed to the Solicitation Agent, please complete the Beneficial Holder Ballot and return it promptly in the envelope provided so that it is *actually received* by the Solicitation Agent on or before the Voting Deadline.**

The above-captioned debtors (collectively, the “**Debtors**”) are soliciting your vote on the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the “**Plan**”)<sup>2</sup> described in the *Disclosure Statement for Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the “**Disclosure Statement**”). The Disclosure Statement is included in the package (the “**Solicitation Package**”) you are receiving with this Beneficial Holder Ballot, and the Plan is attached to the Disclosure Statement as **Exhibit A**.

None of the Debtors has yet filed a chapter 11 case. However, each of the Debtors intends to file a chapter 11 case after the commencement of solicitation of votes on the Plan and intends to seek confirmation of the Plan after voting is completed.

In connection with the solicitation process, the Debtors are distributing the Plan and the Disclosure Statement to: (i) Holders of Second-Out Claims and Amended Term Loan Claims (together, Class 6 under the Plan) and (ii) Holders of Second-Out Deficiency Claims, Amended Term Loan Deficiency Claims, Third-Out Claims,<sup>3</sup> and Amended Unsecured Notes Claims<sup>4</sup> (together, Class 7 under the Plan), in each case as of December 22, 2025 (the “**Voting Record Date**”). As explained in further detail in the Disclosure Statement, on or about December 28, 2025, after engaging in extensive, arm’s-length, good-faith negotiations, the Debtors entered into a restructuring support agreement (as amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “**RSA**” and, the transactions contemplated

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<sup>2</sup> Capitalized terms used but not defined in this Beneficial Holder Ballot have the meanings ascribed to them in the Plan.

<sup>3</sup> “Third-Out Claims” refers to Claims on account of the 8.000% senior secured notes due 2030 issued by Vortex Opco, LLC.

<sup>4</sup> “Amended Unsecured Notes Claims” refers to Claims on account of the 8.000% senior unsecured notes due 2029 issued by PECF USS Intermediate Holding III Corporation.

thereby, the “**Restructuring Transactions**”) with certain of the Debtors’ key economic stakeholders.

The Debtors are soliciting votes on the Plan from Holders of Class 6 Claims and Holders of Class 7 Claims.

**You are receiving this Beneficial Holder Ballot because your custodian, broker, dealer, commercial bank, trust company, proxy holder, or other agent or nominee (each, a “Nominee”) has identified you as a beneficial holder (a “Beneficial Holder”) of a Class 7 Claim on account of the notes identified on Exhibit 1 hereto (the “Notes”) as of the Voting Record Date. As such, you have the right to (i) vote to accept or reject the Plan and (ii) opt out of the Third-Party Release contained in the Plan (and as set forth in Item 3 below).**

The Debtors intend to implement the Restructuring Transactions by commencing voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code in the Bankruptcy Court and seeking confirmation and consummation of the Plan. The Debtors anticipate that such Chapter 11 Cases will be commenced in the Bankruptcy Court on or about the date specified in the Disclosure Statement.

If you hold Claims in more than one Class, you should receive a ballot for each Class in which you are entitled to vote. For further information, please contact Verita Global, the Debtors’ solicitation agent (in such capacity, the “**Solicitation Agent**”) at:

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| <p><b>Solicitation Agent:</b><br/>Kurtzman Carson Consultants LLC<br/>d/b/a Verita Global<br/><a href="mailto:USSinfo@VeritaGlobal.com">USSinfo@VeritaGlobal.com</a><br/>(877) 634-7164 (domestic toll-free)<br/>+1 (424) 236-7220 (international)</p> |
|--|

Your rights and treatment under the Plan are described in the materials contained in the Solicitation Package. If you have received the Solicitation Package materials in electronic form and wish to receive paper copies, or if you need to obtain additional Beneficial Holder Ballots, you may obtain them at no charge by emailing or calling the Solicitation Agent. Following the commencement of the Chapter 11 Cases, you may also obtain copies of any documents filed in the Chapter 11 Cases at no charge on the Debtors’ restructuring website at <https://www.VeritaGlobal.net/USS> or for a fee through the Bankruptcy Court’s website at <https://www.njb.uscourts.gov/>.

This Beneficial Holder Ballot may not be used for any purpose other than for (i) casting your vote to accept or reject the Plan, (ii) opting out of the Third-Party Release contained in the Plan, and (iii) making certain certifications with respect to your vote. If you believe you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong Beneficial Holder Ballot, please contact the Solicitation Agent immediately at the telephone number or email address set forth above.

Before voting, please review the Plan, the Disclosure Statement and each of their exhibits carefully. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. **Please note that Article VIII of the Plan includes the Third-Party Release, together with other release, exculpation, and injunction provisions. These provisions, set forth in Item 3 of this Ballot, affect your rights, including your rights against persons other than the Debtors.**

Depending on the instructions you receive from your Nominee, in order for your vote to count, either (i) your "pre-validated" Beneficial Holder Ballot must be received by the Solicitation Agent on or before the Voting Deadline, which is **4:00 p.m. (ET) on January 30, 2026** or (ii) your Nominee must receive your Beneficial Holder Ballot in sufficient time for your Nominee to be able to submit a master ballot (a "**Master Ballot**") reflecting your vote in time for the Solicitation Agent to receive it on or before the Voting Deadline. Please follow your Nominee's instructions to allow sufficient time for your vote to be included on the Master Ballot to be submitted by your Nominee to the Solicitation Agent. If either your pre-validated Beneficial Holder Ballot or a Master Ballot recording your vote is not received on or before the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count.

*[Remainder of page intentionally left blank]*

## INSTRUCTIONS FOR COMPLETING BENEFICIAL HOLDER BALLOT

**If the Solicitation Agent does not *actually receive* your Beneficial Holder Ballot or a Master Ballot reflecting your vote on or before January 30, 2026, at 4:00 p.m. (ET), your vote will be counted only at the discretion of the Debtors (unless the Voting Deadline is extended).**

### WHAT AM I BEING ASKED TO VOTE ON?

The Debtors are soliciting your vote on the Plan, as described further in the Disclosure Statement that you have received in your Solicitation Package. The Plan is attached to the Disclosure Statement as **Exhibit A**. Before voting, please carefully read the Plan and the Disclosure Statement. **Please note that Article VIII of the Plan includes the Third-Party Release, together with other release, exculpation, and injunction provisions. These provisions, set forth in Item 3 of this Ballot, affect your rights, including your rights against persons other than the Debtors.**

### WHAT IS THE THIRD-PARTY RELEASE?

The provisions of the Plan setting forth the Third-Party Release are quoted in full in Item 3 on this Ballot. **You will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors or the Chapter 11 Cases if you: (i) vote to accept the Plan and do not opt out of the Third-Party Release; (ii) abstain from voting on the Plan and do not opt out of the Third-Party Release; or (iii) vote to reject the Plan and do not opt out of the Third-Party Release.**

### AM I REQUIRED TO CONSENT TO THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are **not** required to consent to the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 3 of this Ballot. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third-Party Release.

For the avoidance of doubt, all Consenting Stakeholders have agreed to grant the Third-Party Release pursuant to the RSA, regardless of whether or not they check the applicable box to opt out.

### WHEN IS MY BENEFICIAL HOLDER BALLOT DUE?

Follow your Nominee's instructions carefully so that your vote is ***actually received*** by the Solicitation Agent on or before the Voting Deadline, which is **4:00 p.m. (ET) on January 30, 2026** (unless it is extended). You are not required to vote, but you will be bound by the Plan if it is confirmed, regardless of whether you cast a vote.

If a Beneficial Holder Ballot or a Master Ballot reflecting your vote is received *after* the Voting Deadline, and if the Voting Deadline is not extended, it may be counted only in the sole discretion of the Debtors or as permitted by the Bankruptcy Court.

### **HOW DO I SUBMIT MY BENEFICIAL HOLDER BALLOT?**

Your Nominee may have instructed you to return your Beneficial Holder Ballot to your Nominee. If so, you must follow your Nominee's instructions to ensure that your Nominee can transmit the information on your Beneficial Holder Ballot to the Solicitation Agent on or before the Voting Deadline.

Alternatively, your Nominee may have directed you to send a "pre-validated" Beneficial Holder Ballot directly to the Solicitation Agent. If so, you must deliver your pre-validated Beneficial Holder Ballot to the Solicitation Agent so that it is *actually received* on or before the Voting Deadline.

If you have received a "pre-validated" Beneficial Holder Ballot from your Nominee, you must complete, sign, and date the Beneficial Holder Ballot and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at:

United Site Services Ballot Processing Center  
c/o KCC dba Verita Global  
222 N. Pacific Coast Hwy., Suite 300  
El Segundo, CA 90245

To coordinate hand delivery, email the Solicitation Agent at [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) with a reference to "USS" in the subject line at least 24 hours in advance to provide the anticipated date and time of delivery. Be sure to sign and date your Beneficial Holder Ballot.

The Solicitation Agent will not accept Beneficial Holder Ballots by facsimile or other electronic means. If you are directed by your Nominee to submit the Beneficial Holder Ballot to the Nominee via electronic means, such instructions to your Nominee shall have the same effect as if you had completed and returned a physical Beneficial Holder Ballot to your Nominee, including all certifications.

No Beneficial Holder Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent and only with respect to a pre-validated Beneficial Holder Ballot), or the Debtors' financial or legal advisors, and if so sent will not be counted.

### **WILL MY BENEFICIAL HOLDER BALLOT COUNT?**

To ensure that your vote is counted, you must: (a) complete the Beneficial Holder Ballot; (b) indicate your decision to accept or reject the Plan in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee (or, in the case of a "pre-validated" Beneficial Holder Ballot, directly to the Solicitation Agent) in accordance with the instructions provided by your Nominee.

If you are returning your Beneficial Holder Ballot to the Nominee that provided you with this Beneficial Holder Ballot, you must submit your completed Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time for your Nominee to receive your Beneficial Holder Ballot, complete a Master Ballot, and transmit the Master Ballot to the Solicitation Agent so that it is ***actually received*** on or before the Voting Deadline. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, your vote will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. Your Nominee is authorized to disseminate the Solicitation Packages and voting instructions to, and collect voting information from, Beneficial Holders according to its customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

If you deliver multiple Beneficial Holder Ballots to your Nominee with respect to the same Class 7 Claim prior to the Voting Deadline, the last valid Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.

**If the Solicitation Agent does not *actually receive* your “pre-validated” Beneficial Holder Ballot or a Master Ballot reflecting your vote on or before the Voting Deadline, which is 4:00 p.m. (ET) on January 30, 2026, and if the Voting Deadline is not extended, then your vote may be counted only in the sole discretion of the Debtors or as permitted by the Bankruptcy Court.**

Additionally, the following Beneficial Holder Ballots will **not** be counted:

- any Beneficial Holder Ballot that purports to partially accept and/or partially reject the Plan;
- any Beneficial Holder Ballot that purports to both accept and reject the Plan, or that is not clearly marked to either accept or reject the Plan;
- any Beneficial Holder Ballot that is delivered to any person or entity other than your Nominee (other than a “pre-validated” Beneficial Holder Ballot that is delivered directly to the Solicitation Agent) or that is transmitted other than as specifically set forth in this Beneficial Holder Ballot;
- any Beneficial Holder Ballot that is illegible;
- any Beneficial Holder Ballot that contains insufficient information to permit the Solicitation Agent or the applicable Nominee to identify the Holder of the voted Claim;
- any Beneficial Holder Ballot cast by a person or entity that does not hold a Class 7 Claim;
- any Beneficial Holder Ballot cast by a person or entity that is not entitled to vote on the Plan;
- any unsigned Beneficial Holder Ballot;

- any Beneficial Holder Ballot sent by fax, email, or other electronic means; and/or
- any non-original Beneficial Holder Ballot.

For the avoidance of doubt, any Ballots submitted by the Consenting Stakeholders shall be subject to the applicable provisions of the RSA.

**Please be sure to sign and date your Beneficial Holder Ballot.** If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to your Beneficial Holder Ballot.

#### **HOW SHOULD I CORRECT DEFECTS OR IRREGULARITIES IN MY BALLOT?**

The Debtors may, in their sole discretion, waive any defect or irregularity as to any particular pre-validated Beneficial Holder Ballot at any time, either before or after the Voting Deadline. However, neither the Debtors, the Solicitation Agent, nor any other person will bear any duty to notify you of defects or irregularities with respect to your Beneficial Holder Ballot, nor will any of them incur liability for failing to provide such a notification.

#### **WHAT ARE MY CLAIMS AGAINST THE DEBTORS?**

You have received a Beneficial Holder Ballot because your Nominee has identified you as a Beneficial Holder of a Third-Out Claim or Amended Unsecured Notes Claim, which are classified in Class 7 under the Plan.

This Beneficial Holder Ballot does **not** constitute, and shall not be deemed to constitute, a proof of claim or an assertion or admission with respect to any Claim. This Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, you should not surrender any instruments representing or evidencing your Class 7 Claim. Neither the Debtors nor the Solicitation Agent will accept any such instruments.

#### **MAY I SPLIT MY VOTE?**

You must vote all of your Claims within a single Class either to accept or reject the Plan and may not split your vote. Further, if you have multiple Claims within a Class, the Debtors may aggregate those Claims for the purpose of counting votes.

If you have Claims in more than one voting Class, you will receive a separate Ballot for each such Class. In that case, this Beneficial Holder Ballot will apply only to your Class 7 Claims, so you must complete and return each Ballot that you receive and may cast different votes with respect to Claims in different voting Classes.

**I HAVE FURTHER QUESTIONS ABOUT MY BENEFICIAL HOLDER BALLOT.**

If you have any questions about your Beneficial Holder Ballot or the procedures for voting, please email or call the Solicitation Agent at [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com), (877) 634-7164 (domestic toll-free) or +1 (424) 236-7220 (international).

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own counsel.

*[Remainder of page intentionally left blank]*



## BENEFICIAL HOLDER BALLOT

### **ITEM 1. AMOUNT OF CLAIM.**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder of the Notes identified on **Exhibit 1** in the following principal amount (insert amount in box below, unless already completed by your Nominee). If you do not know the principal amount of your Notes as of the Voting Record Date, please contact your Nominee for this information:

|  |
|--|
| Principal Amount of Claim <sup>5</sup> :<br><br>\$ _____ |
|--|

**Exhibit 1** hereto lists the CUSIP / ISIN number for the Notes underlying your Class 7 Claim. You should confirm the CUSIP / ISIN number provided on **Exhibit 1** matches your Notes.

### **ITEM 2. VOTE FOR OR AGAINST THE PLAN.**<sup>6</sup>

You vote to (check only one):

- ☐ **Accept** (vote **for**) the Plan
- ☐ **Reject** (vote **against**) the Plan

**Your vote on the Plan will be applied to your Class 7 Claim with respect to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 above.**

The Debtors recommend that you vote to **accept** the Plan.

### **ITEM 3. THIRD-PARTY RELEASE.**

The Plan contains the Third-Party Release set forth below. **You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release. Whether you vote to accept or reject the Plan or abstain from voting altogether, unless you check the opt-out box in Item 3 and timely submit your Beneficial Holder Ballot in accordance with the instructions contained herein, you will be deemed to have consented to the Third-Party**

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<sup>5</sup> For voting purposes only. Subject to tabulation rules.

<sup>6</sup> By submitting this Beneficial Holder Ballot, the Beneficial Holder is deemed to have consented to, and expressly authorizes, the Nominee to disclose the Beneficial Holder's name and contact information to the Voting Agent upon request.

**Release.** If you opt out of granting the Third-Party Release, you will not be a Released Party even if you would otherwise be entitled to be a Released Party.

The Third-Party Release and related provisions of the Plan are as follows:

*Definition of “Released Parties”:*

Means, collectively, and in each case solely in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit RCF Facility Parties, (viii) the Exit ABL Facility Parties, (ix) the ERO Backstop Parties, (x) the Sponsor, and (xi) each Related Party of each of the foregoing Persons in clauses (i) through (x); *provided, however*, that any Holder of a Claim or Interest that (x) files an objection to the Plan, (y) opts out of the Third-Party Release, or (z) is listed in the Retained Causes of Action Schedule, as applicable, shall not be a “Released Party”; *provided further, however*, that notwithstanding the preceding proviso, any Holder of a Claim or Interest that is party to or has otherwise signed the Restructuring Support Agreement shall be a Released Party and Releasing Party for all purposes under the Plan.

*Definition of “Releasing Parties”:*

Means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit ABL Facility Parties and Exit RCF Facility Parties, (viii) the ERO Backstop Parties, (ix) the Sponsor, (x) each Related Party of each of the foregoing Persons in clauses (i) through (ix), (xi) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xii) the Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiii) the Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release, (xiv) the Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release, and (xv) the Holders of Claims or Interests who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release; *provided* that each Holder of Claims or Interests that is party to or has otherwise signed the Restructuring Support Agreement shall not opt out of the Third-Party Releases. For the avoidance of doubt, unless

expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in this Plan are doing so only in their capacity as holders of First-Out Revolving Loans Claims or ABL Facility Claims as of the Petition Date, and any actions taken by the Revolving Credit Lenders in connection with the Plan and the Restructuring Transactions as well as any releases provided in connection with the Plan are only with respect to such lender's interest in the First-Out Revolving Loans Claims or ABL Facility Claims that are now owned or subsequently acquired by the Revolving Credit Lenders. In addition, the provisions of this Plan shall only apply to such trading desk(s), fund(s), account, branch, unit and/or business group(s) that have a beneficial interest in such Claim and shall not apply to any other trading desk(s), fund(s), account, branch, unit and/or business group(s) of the Revolving Credit Lenders, which, so long as they are not acting at the direction of or for the benefit of such Revolving Credit Lender or such Revolving Credit Lender's investment in the Debtor, will not be considered "Releasing Parties" under the Plan.

*Third-Party Release (Article VIII.E of the Plan):*

**Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Releasing Party (in each case on behalf of itself and its respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part,**

the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring or the Chapter 11 Cases, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Plan Supplement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (the “Third-Party Release”, and together with the Debtor Release, the “Releases”). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action

arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the Confirmation; (iii) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing this Plan; (iv) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

*Injunction (Article VIII.G of the Plan):*

Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action or liabilities that have been released, discharged, or are subject to exculpation hereunder are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such

Entities or the respective property or estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities unless such Entity has timely asserted such setoff, subrogation, or recoupment right in a document filed with the Court explicitly preserving such right; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities released or settled pursuant to the Plan.

By accepting distributions under the Plan, each Holder of an Allowed Claim or Interest extinguished, discharged, exculpated or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunction set forth above.

The injunction set forth above shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties, and their respective property and interests in property. No Person or Entity (including any Person or Entity that has elected to opt out of the Third-Party Releases) may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII hereof, without the Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action (a) is not subject to the Releases and (b) represents a colorable Claim or Cause of Action, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action.

**If you decline to check the opt-out box in this Item 3, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.**

Check the following box **only** if you wish to opt out of the Third-Party Release:

☐ **Opt out** of the Third-Party Release

**ITEM 4. CERTIFICATION OF CLASS 7 UNSECURED FUNDED DEBT CLAIMS HELD IN ADDITIONAL ACCOUNTS.**

By completing and returning this Beneficial Holder Ballot, the Beneficial Holder of the Class 7 Claims identified in Item 1 certifies that: (i) this Beneficial Holder Ballot is the only Beneficial Holder Ballot submitted for the Class 7 Claims identified in Item 1 owned by such Beneficial Holder as indicated in Item 1, except as identified in the following table. **For the avoidance of doubt, if any Beneficial Holder holds Class 7 Claims through more than one Nominee, such Beneficial Holder must identify all Class 7 Claims held through each Nominee in the following table and must indicate the same vote to accept or reject the Plan on all Beneficial Holder Ballots submitted.**

**Only complete Item 4 if you have submitted other Beneficial Holder Ballots on account of a Class 7 Unsecured Funded Debt Claim.**

| <b>Name of Nominee Through Which You Hold and Vote Other Class 7 Claims<sup>7</sup></b> | <b>Account Number with Such Other Nominee</b> | <b>Principal Amount of Other Class 7 Claims Voted Through Other Nominee</b> | <b>CUSIP / ISIN of Other Class 7 Claims Voted Through Other Nominee(s)</b> |
|---|---|---|--|
|   |   | \$  |  |
|   |   | \$  |  |
|   |   | \$  |  |

**ITEM 5. CERTIFICATIONS.**

By signing this Beneficial Holder Ballot, you certify to the Bankruptcy Court and the Debtors that:

1. as of the Voting Record Date, you are either: (i) the Beneficial Holder of the Class 7 Claims set forth in Item 1 or (ii) an authorized signatory for an entity that is the Beneficial Holder of the Class 7 Claims set forth in Item 1;
2. you are (or, in the case of an authorized signatory, the Beneficial Holder is) eligible to vote on the Plan and make an election with respect to the Third-Party Release;
3. you have (or, in the case of an authorized signatory, the Beneficial Holder has) received a copy of the Disclosure Statement and the other solicitation materials, including the Plan, and acknowledge that the solicitation of votes on the Plan is being made pursuant to the terms and conditions set forth therein;

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<sup>7</sup> Insert your name if the Class 7 Unsecured Funded Debt Claims are held by you in your own name or, if held in street name through a Nominee, insert the name of your Nominee.

4. you have not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package;
5. you have full and complete authority to execute and submit this Beneficial Holder Ballot;
6. you have cast the same vote with respect to all of your Class 7 Claims;
7. no other Beneficial Holder Ballot(s) with respect to the Class 7 Claims identified in Item 1 have been cast or, if any other Beneficial Holder Ballot(s) have been cast with respect to such Class 7 Claims, then any such earlier Beneficial Holder Ballot(s) or are hereby revoked;
8. you acknowledge and understand that a vote to accept the Plan constitutes an acceptance of the treatment of the Class 7 Claim identified in Item 1;
9. you consent to the disclosure of the information set forth in this Beneficial Holder Ballot to the Solicitation Agent, the Debtors, and the Bankruptcy Court, to the extent required for the purposes of confirming the Plan;
10. you acknowledge and understand that the Debtors may make changes to the Plan as may be reasonably necessary and that, to the extent such changes are not material, the Debtors will not re-solicit acceptances or rejections of the Plan;
11. you acknowledge and understand that the vote and election reflected in this Beneficial Holder Ballot shall be binding upon its transferees, successors, assigns, heirs, executors, administrators, and legal representatives and shall not be affected by, and shall survive, the death or incapacity of the Beneficial Holder; and
12. you acknowledge and understand that the Solicitation Agent may verify the amount of the Class 7 Claim set forth in Item 1 held by the Beneficial Holder as of the Voting Record Date with any Nominee through which the Beneficial Holder holds its Class 7 Claim set forth in Item 1 and, by returning an executed Ballot, the Beneficial Holder directs any such Nominee to provide any information or comply with any actions requested by the Solicitation Agent to verify the amount set forth in Item 1 hereof. In the event of a discrepancy regarding such amount that cannot be timely reconciled without undue effort on the part of the Solicitation Agent, the amount shown on the records of the Nominee, if applicable, or the Debtors' records shall control.

*[Remainder of page intentionally left blank]*



|                                   |                          |
|-----------------------------------|--------------------------|
| <b>Name of Beneficial Holder:</b> | _____<br>(print or type) |
| <b>Name of Nominee:</b>           | _____                    |
| <b>Signature:</b>                 | _____<br>(print or type) |
| <b>Signatory Name:</b>            | _____<br>(print or type) |
| <b>Signatory Title:</b>           | _____                    |
| <b>Address:</b>                   | _____<br>_____           |
| <b>Telephone:</b>                 | _____                    |
| <b>Email:</b>                     | _____                    |
| <b>Date Completed:</b>            | _____                    |

**EXHIBIT 1**

Your Nominee may have checked a box below to indicate the CUSIP / ISIN to which this Beneficial Holder Ballot pertains, or otherwise provided that information to you on a label or schedule attached to the Beneficial Holder Ballot.

| <b><u>Class 7 (Unsecured Funded Debt Claims)</u></b> |  |   |
|--|--|---|
| <input type="checkbox"/>                             | 8% Senior Secured Notes due 2030 (144A)    | 144A CUSIP: 92905Y AA6<br>144A ISIN: US92905YAA64   |
| <input type="checkbox"/>                             | 8% Senior Secured Notes due 2030 (144A)    | 144A CUSIP: 92905Y AC2<br>144A ISIN: US92905YAC21   |
| <input type="checkbox"/>                             | 8% Senior Secured Notes due 2030 (REG S)   | REG S CUSIP: G93A9K AA3<br>REG S ISIN: USG93A9KAA35 |
| <input type="checkbox"/>                             | 8% Senior Secured Notes due 2030 (REG S)   | REG S CUSIP: G93A9K AC9<br>REG S ISIN: USG93A9KAC90 |
| <input type="checkbox"/>                             | 8% Senior Unsecured Notes due 2029 (144A)  | 144A CUSIP: 69291H AA3<br>144A ISIN: US69291HAA32   |
| <input type="checkbox"/>                             | 8% Senior Unsecured Notes due 2029 (REG S) | REG S CUSIP: U7050W AA8<br>REG S ISIN: USU7050WAA81 |

**EXHIBIT B-4 TO SCHEDULING MOTION**

**MASTER BALLOT FOR CLASS 7  
(UNSECURED FUNDED DEBT CLAIMS)**

**Important:** No chapter 11 cases have been commenced as of the date of distribution of this Master Ballot (this “**Master Ballot**”). The Debtors (as defined herein) intend to commence voluntary chapter 11 cases in the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”) to seek confirmation of the Plan (as defined herein) by the Bankruptcy Court, as described in greater detail in the accompanying Disclosure Statement (as defined herein). This Master Ballot is being used in the prepetition solicitation of your vote on the Plan.

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

*In re*

**UNITED SITE SERVICES, INC. *et al.*,**<sup>1</sup>

Debtors.

Chapter 11

(Joint Administration to be  
Requested)

**MASTER BALLOT FOR VOTING ON THE  
JOINT PREPACKAGED PLAN OF REORGANIZATION  
OF UNITED SITE SERVICES, INC. AND ITS DEBTOR  
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**CLASS 7 (UNSECURED FUNDED DEBT CLAIMS – THIRD-OUT  
CLAIMS AND AMENDED UNSECURED NOTES CLAIMS)**

**Please read and follow the instructions contained herein  
carefully before you complete and submit this Master  
Ballot.**

**The votes of your Beneficial Holders (as defined herein)  
will be counted only if this Master Ballot is completed,  
executed, and returned so as to be *actually received* by the  
Solicitation Agent (as defined herein) by January 30, 2026,  
at 4:00 p.m. (ET) (the “Voting Deadline”).**

The above-captioned debtors (collectively, the “**Debtors**”) are soliciting your vote on the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates*

<sup>1</sup> The Debtors in the anticipated chapter 11 cases, along with the last four digits of each one’s federal tax identification number, are: United Site Services, Inc. (3387); Johnny on the Spot, LLC (1604); Northeast Sanitation, Inc. (3569); PECF USS Intermediate Holding II Corporation (5368); PECF USS Intermediate Holding III Corporation (9019); Portable Holding Corporation (2044); Portable Intermediate Holding Corporation (2150); Portable Intermediate Holding II Corporation (2253); Russell Reid Waste Hauling and Disposal Service Co., Inc. (5208); United Site National Services Company (4933); United Site Services Northeast, Inc. (3022); United Site Services of California, Inc. (8969); United Site Services of Colorado, Inc. (5717); United Site Services of Florida, LLC (1631); United Site Services of Louisiana, Inc. (0960); United Site Services of Maryland, Inc. (1689); United Site Services of Mississippi, LLC (7131); United Site Services of Nevada, Inc. (8145); United Site Services of Texas, Inc. (3850); USS Ultimate Holdings, Inc. (8857); Vortex Holdco, LLC (6868); and Vortex Opco, LLC (6864). The Debtors’ service address is 118 Flanders Road, Suite 1000, Westborough, MA 01581.

*Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the **“Plan”**)<sup>2</sup> described in the *Disclosure Statement for Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the **“Disclosure Statement”**). The Disclosure Statement is included in the packages (the **“Solicitation Packages”**) you are receiving with this Master Ballot, and the Plan is attached to the Disclosure Statement as **Exhibit A**.

In connection with the solicitation process, the Debtors are distributing the Plan and the Disclosure Statement to: (i) Holders of Second-Out Claims and Amended Term Loan Claims (together, Class 6 under the Plan) and (ii) Holders of Second-Out Deficiency Claims, Amended Term Loan Deficiency Claims, Third-Out Claims,<sup>3</sup> and Amended Unsecured Notes Claims<sup>4</sup> (together, Class 7 under the Plan), in each case as of December 22, 2025 (the **“Voting Record Date”**). As explained in further detail in the Disclosure Statement, on or about December 28, 2025, after engaging in extensive, arm’s-length, good-faith negotiations, the Debtors entered into a restructuring support agreement contemplating certain restructuring transactions (the **“Restructuring Transactions”**) with certain of the Debtors’ key economic stakeholders.

The Debtors intend to implement the Restructuring Transactions by commencing voluntary cases (the **“Chapter 11 Cases”**) under chapter 11 of title 11 of the United States Code in the Bankruptcy Court and seeking confirmation and consummation of the Plan. The Debtors anticipate that such Chapter 11 Cases will be commenced in the Bankruptcy Court on or about the date specified in the Disclosure Statement.

The Debtors are soliciting votes on the Plan from Holders of Class 6 Claims and Holders of Class 7 Claims.

**You are receiving this Master Ballot because you are a custodian, broker, dealer, commercial bank, trust company, proxy holder, or other agent or nominee (a “Nominee”) for one or more beneficial holder (the “Beneficial Holders”) of certain notes identified on Exhibit 1 attached hereto (the “Notes”) as of the Voting Record Date, which Notes are classified under the Plan as Class 7 Claims.**

**This Master Ballot is to be used by you as a Nominee or as the proxy holder of a Nominee for certain Beneficial Holders’ Notes, which are classified as Class 7 Claims, to transmit to the Solicitation Agent the votes of such Beneficial Holders in respect of their Notes to accept or reject the Plan. The CUSIP numbers (the “CUSIP”) for the Notes classified as Class 7 Claim entitled to vote and of which you are the Nominee are set forth on Exhibit 1 attached hereto. The votes on this Master Ballot for Beneficial Holders of Claims**

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<sup>2</sup> Capitalized terms used but not defined in this Master Ballot have the meanings ascribed to them in the Plan.

<sup>3</sup> “Third-Out Claims” refers to Claims on account of the 8.000% senior secured notes due 2030 issued by Vortex Opco, LLC.

<sup>4</sup> “Amended Unsecured Notes Claims” refers to Claims on account of the 8.000% senior unsecured notes due 2029 issued by PECF USS Intermediate Holding III Corporation.

**in Class 7 shall be applied to each Debtor against whom such Beneficial Holders have a Claim.**

This Master Ballot may not be used for any purpose other than for (i) transcribing the votes of your Beneficial Holders to accept or reject the Plan, (ii) indicating your Beneficial Holders' elections to opt-out of the Third-Party Release described below, and (iii) making certain certifications with respect thereto.

You are authorized to disseminate information and materials pertaining to the solicitation of Plan votes, and to collect votes to accept or reject the Plan and Third-Party Release opt-out elections from your Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot (as defined below) and collecting votes and Third-Party Release opt out elections from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Bankruptcy Court may confirm the Plan and thereby bind all Beneficial Holders of Class 7 Claims. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Solicitation Agent *actually receives* it on or before the Voting Deadline, which is **January 30, 2026, at 4:00 p.m. (ET)**.

If you believe you have received this Master Ballot in error, please contact Verita Global, the Debtors' solicitation agent (in such capacity, the "**Solicitation Agent**") immediately. The Solicitation Agent's contact information is as follows:

|  |
|--|
| <p><b>Solicitation Agent:</b><br/>Kurtzman Carson Consultants LLC<br/>d/b/a Verita Global<br/><a href="mailto:UnitedSiteBallots@VeritaGlobal.com">UnitedSiteBallots@VeritaGlobal.com</a><br/>(877) 499-4509 (domestic toll-free)<br/>+1 (917) 281-4800 (international)</p> |
|--|

You should have received a sufficient number of Solicitation Packages and a sufficient number of Class 7 ballots customized for your Beneficial Holders for you to transmit to each of your Beneficial Holders (the "**Beneficial Holder Ballots**"). If you need to obtain additional Beneficial Holder Ballots or other solicitation materials, or if you received this Master Ballot or other solicitation materials in electronic form and desire paper copies, you may do so by: (a) accessing the Debtors' case website at [www.vertaglobal.net/USS/](http://www.vertaglobal.net/USS/) or (b) contacting the Solicitation Agent as set forth above.

Following the commencement of the Chapter 11 Cases, you may also obtain copies of any documents filed in the Chapter 11 Cases at no charge on the Debtors' restructuring website at <https://www.VeritaGlobal.net/USS> or for a fee through the Bankruptcy Court's website at <https://www.njb.uscourts.gov/>.

## INSTRUCTIONS FOR COMPLETING MASTER BALLOT

**If the Solicitation Agent does not *actually receive* your Master Ballot on or before January 30, 2026, at 4:00 p.m. (ET), the votes of your Beneficial Holders will be counted only at the discretion of the Debtors (unless the Voting Deadline is extended).**

### HOW DO I SUBMIT MY MASTER BALLOT?

To ensure that your Master Ballot is counted, you must complete and sign the Master Ballot as provided herein and submit it to the Solicitation Agent in paper form or electronically by email to [UnitedSiteBallots@VeritaGlobal.com](mailto:UnitedSiteBallots@VeritaGlobal.com) with a reference to “USS” in the subject line, in each case so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline, which is January 30, 2026, at 4:00 p.m. (ET). You may choose either method at your own risk and should allow sufficient time to guarantee delivery by the Voting Deadline. **Master Ballots will not be accepted by electronic means other than email.**

To submit your Master Ballot in paper form, you must complete, sign, and date the Master Ballot and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at:

United Site Services Ballot Processing Center  
c/o KCC dba Verita Global  
222 N. Pacific Coast Hwy., Suite 300  
El Segundo, CA 90245

To coordinate hand delivery, email the Solicitation Agent at [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) with a reference to “USS” in the subject line at least 24 hours in advance to provide the anticipated date and time of delivery. Be sure to sign and date your Master Ballot.

### WHEN ARE MASTER BALLOTS DUE?

To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must either (i) complete and return this Master Ballot in accordance with the instructions contained herein so that the Solicitation Agent ***actually receives*** it on or before the Voting Deadline, which is **January 30, 2026, at 4:00 p.m. (ET)** or (ii) “pre-validate” the Beneficial Holder Ballots before you distribute them to your Beneficial Holders with instructions to return them directly to the Solicitation Agent on or before the Voting Deadline. The Bankruptcy Court may confirm the Plan and thereby bind all of your Beneficial Holders whether or not they have voted.

### WHO SHOULD RECEIVE A BENEFICIAL HOLDER BALLOT?

You should immediately distribute Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballots) and the Solicitation Package to each Beneficial Holder of Notes identified on **Exhibit 1** to this Master Ballot as of the Voting Record

Date for which you are a Nominee and take any action required to enable each such Beneficial Holder to timely vote the Notes classified as Class 7 Claims that it holds. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of a Class 7 Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Solicitation Agent, a Master Ballot that reflects the vote of such Beneficial Holder on or before the Voting Deadline.

**HOW SHOULD I DELIVER SOLICITATION PACKAGES TO BENEFICIAL HOLDERS AND COLLECT VOTES FROM THEM?**

You may distribute the Solicitation Packages to Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, through online voting, by phone, facsimile, or by other electronic means. If you do not have a sufficient number of Solicitation Packages or Beneficial Holder Ballots, you should request additional copies from the Solicitation Agent immediately.

If you are transmitting the votes of any Beneficial Holder other than yourself, you may select either of the following two options:

- Within three business days after you receive the Solicitation Package, “pre-validate” each individual Beneficial Holder Ballot and then forward the Solicitation Packages to your Beneficial Holders with the instruction that the Beneficial Holders must return their Beneficial Holder Ballots directly to the Solicitation Agent in the return envelope to be provided in the Solicitation Package. You may “pre-validate” a Beneficial Holder Ballot by (i) signing the Beneficial Holder Ballot and including your Depository Trust Company (“DTC”) participant number; (ii) indicating the account number of the applicable Beneficial Holder and the principal amount of Class 7 Claims held by you for such Beneficial Holder as of the Voting Record Date; and (iii) applying a medallion guarantee stamp, providing an account statement as of the Voting Record Date, or attaching an authorized signatory list to such Beneficial Holder Ballot. You may then forward the pre-validated Beneficial Holder Ballot together with the rest of the Solicitation Package to the Beneficial Holder. The Beneficial Holder must then complete the remaining information requested on the Beneficial Holder Ballot and return the Beneficial Holder Ballot directly to the Solicitation Agent. You should maintain all Beneficial Holder Ballots submitted to you and a list of the Beneficial Holders for whom you “pre-validated” Beneficial Holder Ballots for inspection for at least one year from the Effective Date;

*or*

- Within three business days after you receive the Solicitation Package, forward a Solicitation Package to each of your Beneficial Holders along with a return envelope provided by and addressed to you, instructing such Beneficial Holder to return their filled out and signed Beneficial Holder Ballot to you, and you will tabulate the votes of your Beneficial Holders



and their opt-out elections on a Master Ballot in accordance with the instructions contained herein and return the Master Ballot to the Solicitation Agent so that the Master Ballot is ***actually received*** by the Solicitation Agent on or before the Voting Deadline. You should advise your Beneficial Holders to return their Beneficial Holder Ballots (or otherwise transmit their votes) to you by a date calculated to allow you sufficient time to prepare and return the Master Ballot to the Solicitation Agent on or before the Voting Deadline.

#### **HOW DO I TABULATE THE VOTES AND ELECTIONS OF BENEFICIAL HOLDERS?**

Unless you pre-validate the Beneficial Holder Ballots, with regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must (a) compile and validate the votes and other relevant information on each Beneficial Holder Ballot returned to you on the Master Ballot using the customer name or account number assigned by you to each applicable Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Solicitation Agent by the Voting Deadline; and (d) retain all Beneficial Holder Ballots you received from your Beneficial Holders, whether in hard copy or by electronic means, in your files for a period of one (1) year after the Effective Date. You may be ordered to produce these Beneficial Holder Ballots (or evidence of the vote otherwise transmitted to you) to the Debtors or the Bankruptcy Court.

You should not count the votes transmitted by a Beneficial Holder Ballot that: (a) is illegible or contains insufficient information to permit the identification of the Beneficial Holder; (b) is unsigned; (c) is not clearly marked to either accept or reject the Plan; (d) is marked to both accept and reject the Plan, (e) is transmitted other than as specifically set forth in the Beneficial Holder Ballot; or (f) is submitted by a party not entitled to vote in Class 7.

Please be sure to sign and date your Master Ballot. In completing the Master Ballot, you should indicate that you are signing the Master Ballot in your capacity as a Nominee, and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, you must submit proper evidence of your authority to act on behalf of your Beneficial Holders. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.

If you are both the Nominee and the Beneficial Holder of any Notes classified as Class 7 Claims, you may return a Beneficial Holder Ballot or Master Ballot for such Claims. In that case, you must vote your entire Claim to either to accept or reject the Plan and may not split your vote. For the avoidance of doubt, Beneficial Holders must also vote all of their Claims either to accept or reject the Plan; they may ***not*** split their vote.

This Master Ballot does not constitute and shall not be deemed to be a proof of claim or an assertion or admission with respect to any Claim.

#### **HOW WILL THE VOTES TRANSMITTED BY MY MASTER BALLOT BE COUNTED?**

The votes transmitted through your Master Ballot will be counted only if your Master Ballot is ***actually received*** by the Solicitation Agent on or before the Voting Deadline. If your Master Ballot is received after the Voting Deadline, and if the Voting Deadline is not extended,

the votes transmitted thereby may be counted only at the sole discretion of the Debtors or as permitted by the Bankruptcy Court.

If you submit multiple Master Ballots with respect to the same Claims, only the votes transmitted through the last Master Ballot that is received on time and completed properly will be counted; it will supersede and revoke all earlier Master Ballots with respect to the same Claims. However, if you submit valid and timely Master Ballots for the same Claims both in paper form and electronically, only the submission through email will be counted, even if the paper Master Ballot is received later.

Additionally, the following Master Ballots will not be counted:

- any Master Ballot that is delivered to any person or entity other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Master Ballot that is illegible;
- any Master Ballot that contains insufficient information to permit the Solicitation Agent to identify the principal amounts voted or identity of the Beneficial Holder;
- any Master Ballot sent by facsimile or any electronic means other than via email at: [UnitedSiteBallots@VeritaGlobal.com](mailto:UnitedSiteBallots@VeritaGlobal.com)<sup>5</sup> or otherwise transmitted other than as specifically set forth in this Master Ballot;
- any Master Ballot that is not clearly marked to either accept or reject the Plan or is marked both to accept and reject the Plan;
- any Master Ballot that is unsigned or does not contain an original signature (except that signed Master Ballots submitted by email will be deemed to contain an original signature);
- any Master Ballot submitted by a person that is not a Nominee or a proxy holder for a Nominee; and
- any Master Ballot cast by any party that is not entitled to cast a vote with respect to the Plan.

## **HOW WILL THE SOLICITATION AGENT TABULATE THE VOTES OF MY BENEFICIAL HOLDERS?**

The following rules apply:

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<sup>5</sup> Note, *only* Master Ballots may be transmitted by email. All other Ballots submitted by email **will not** be counted.

- If multiple Master Ballots received prior to the Voting Deadline reflect votes with respect to the same Class 7 Claims, the latest, timely received and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.
- Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by the Nominee as of the Voting Record Date, as evidenced by the record and depository listings.
- Votes submitted by a Master Ballot or pre-validated Beneficial Holder Ballots will not be counted in excess of the record amount of Class 7 Claims held by the applicable Nominee as of the Voting Record Date.
- To the extent that conflicting votes or “over-votes” are cast by your Beneficial Holders, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Solicitation Agent will attempt to reconcile discrepancies with the Nominee.
- To the extent that over-votes cast on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Solicitation Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee’s position in the applicable Class 7 Claims as of the Voting Record Date.
- For purposes of tabulating votes, each Beneficial Holder holding the Notes through a particular account will be deemed to have voted the principal amount relating to its holding in that particular account, although the Solicitation Agent may be asked to adjust the principal amount to reflect the Claim amount.

#### **WHAT IS THE THIRD-PARTY RELEASE?**

The provisions of the Plan setting forth the Third-Party Release are quoted in full in Item 3 on the Beneficial Holder Ballots. **A Beneficial Holder shall be deemed to have consented to the Third-Party Release if such Beneficial Holder: (i) votes to accept the Plan and does not opt out of the Third-Party Release; (ii) abstains from voting on the Plan and does not opt out of the Third-Party Release; or (iii) votes to reject the Plan and does not opt out of the Third-Party Release.**

#### **I HAVE FURTHER QUESTIONS ABOUT MY MASTER BALLOT.**

If you have any questions about your Master Ballot or the procedures for voting, please email or call the Solicitation Agent at [UnitedSiteBallots@VeritaGlobal.com](mailto:UnitedSiteBallots@VeritaGlobal.com), (877) 499-4509 (domestic toll-free) or +1 (917) 281-4800 (international).

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own counsel.

*[Remainder of page intentionally left blank]*

## MASTER BALLOT

### **ITEM 1. CERTIFICATION OF AUTHORITY TO VOTE.**

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- ☐ is a Nominee for the Beneficial Holders of the Class 7 Claims listed in Item 2 below and is the record holder of the underlying Notes;
- ☐ is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by a Nominee that is the registered holder of the Notes underlying the Class 7 Claims listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is attached hereto) from a Nominee or Beneficial Holder that is the registered holder of the Notes underlying the Class 7 Claims listed in Item 2 below and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Notes underlying the Class 7 Claims described in Item 2 below.

### **ITEM 2. VOTES ON THE PLAN AND ELECTIONS REGARDING THIRD-PARTY RELEASE.**

The undersigned transmits the following: (i) votes of its Beneficial Holders and (ii) opt-out elections with respect to the Third-Party Release. The undersigned certifies that the following Beneficial Holders of Class 7 Claims, identified by their respective customer account numbers set forth below, are Beneficial Holders of the Notes underlying their Class 7 Claims as of the Voting Record Date and have delivered to the undersigned, as their Nominee, properly executed Beneficial Holder Ballots casting such votes and making such opt-out elections with respect to the Third-Party Release.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table (use additional sheets in the format below as necessary). Please note that each Beneficial Holder must vote all its Class 7 Claims to accept or reject the Plan and may not split its vote. **Any Beneficial Holder Ballot that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan should not be counted.**

**A Beneficial Holder shall be deemed to have consented to the Third-Party Release if such Beneficial Holder: (i) votes to accept the Plan and does not opt out of the Third-Party Release; (ii) abstains from voting on the Plan and does not opt out of the Third-Party Release; or (iii) votes to reject the Plan and does not opt out of the Third-Party Release.**

| Your Customer Account Number for Each Beneficial Holder of Class 7 Claims <sup>6</sup> | Principal Amount of Class 7 Claims Held as of the Voting Record Date | <b><u>Item 2</u></b><br>Indicate the vote cast on the Beneficial Holder Ballot by placing an “X” in the appropriate column below. |    |                 | <b><u>Item 3</u></b><br>If the box in Item 3 of the Beneficial Holder Ballot was checked, place an “X” below |
|--|--|---|----|-----------------|--|
|  |  | Accept the Plan   | or | Reject the Plan |  |
| 1.   | \$   |   |    |                 |  |
| 2.   | \$   |   |    |                 |  |
| 3.   | \$   |   |    |                 |  |
| 4.   | \$   |   |    |                 |  |
| 5.   | \$   |   |    |                 |  |
| 6.   | \$   |   |    |                 |  |
| 7.   | \$   |   |    |                 |  |
| 8.   | \$   |   |    |                 |  |
| 9.   | \$   |   |    |                 |  |
| 10.  | \$   |   |    |                 |  |
| <b>TOTAL:</b>  | \$   |   |    |                 |  |

\*\*Please indicate on **Exhibit 1** hereto the CUSIP / ISIN for the Notes underlying Class 7 Claims voted above.\*\*

<sup>6</sup> By submitting the Beneficial Holder Ballot, the Beneficial Holder is deemed to have consented to, and expressly authorizes, the Nominee to disclose the Beneficial Holder’s name and contact information to the Solicitation Agent upon request.

**ITEM 3. CERTIFICATION AS TO TRANSCRIPTION OF INFORMATION FROM ITEM 4 OF THE BENEFICIAL HOLDER BALLOTS AS TO CLASS 7 CLAIMS VOTED THROUGH OTHER BENEFICIAL HOLDER BALLOTS.**

The undersigned certifies that it has transcribed in the following table the information, if any, provided by its Beneficial Holders in Item 4 of their respective Beneficial Holder Ballots, identifying any Class 7 Claims for which such Beneficial Holders have submitted Beneficial Holder Ballots other than to the undersigned:

| <b>Your Customer Account Number for Each Beneficial Holder Who Completed Item 4 of the Beneficial Holder Ballot</b> | <b><i>Transcribe from Item 4 of the Beneficial Holder Ballots:</i></b>                               |   |  |  |
|---|--|---|--|--|
|   | <b>Name of Other Nominee Through Which the Beneficial Holder Held and Voted Other Class 7 Claims</b> | <b>Beneficial Holder's Account Number at Other Nominee(s)</b> | <b>Principal Amount of Other Class 7 Claims the Beneficial Holder Voted Through Other Nominee(s)</b> | <b>CUSIP / ISIN of Other Class 7 Claims Voted Through Other Nominee(s)</b> |
| 1.  |  |   | \$   |  |
| 2.  |  |   | \$   |  |
| 3.  |  |   | \$   |  |
| 4.  |  |   | \$   |  |
| 5.  |  |   | \$   |  |
| 6.  |  |   | \$   |  |
| 7.  |  |   | \$   |  |
| 8.  |  |   | \$   |  |
| 9.  |  |   | \$   |  |
| 10.   |  |   | \$   |  |

**ITEM 4. OTHER CERTIFICATIONS.**

By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

1. it has received all solicitation materials, including the Plan, the Disclosure Statement and the Beneficial Holder Ballots and has delivered the same to each Beneficial Holder of Class 7 Claims listed in Item 2 of this Master Ballot, and acknowledges that the solicitation of votes on the Plan is being made pursuant to the terms and conditions set forth therein;
2. it has received a properly completed and signed Beneficial Holder Ballot (or other form of transmission in accordance with its customary procedures) from each Beneficial Holder listed in Item 2 of this Master Ballot;
3. it has received appropriate voting instructions from each Beneficial Holder listed in Item 2 of this Master Ballot;

4. it is the registered holder of Notes underlying the Class 7 Claims listed in Item 2 above or it has been authorized by each Beneficial Holder of Class 7 Claims listed in Item 2 of this Master Ballot to vote on the Plan and submit this Master Ballot;
5. it has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package;
6. no other Master Ballots with respect to the Class 7 Claims identified in Item 2 have been cast or, if any other Master Ballots have been cast with respect to such Class 7 Claims, then such Master Ballots are hereby revoked;
7. it has been authorized by each Beneficial Holder listed in Item 2 of this Master Ballot to submit this Master Ballot;
8. it has properly disclosed: (a) the number of Beneficial Holders who submitted to it properly completed Beneficial Holder Ballots or otherwise conveyed their vote to the undersigned; (b) the amount of Class 7 Claims voted by each Beneficial Holder; (c) each such Beneficial Holder's respective vote on the Plan; (d) each Beneficial Holder's election concerning the Third-Party Release; (e) each such Beneficial Holder's certification as to other Class 7 Claims voted; and (f) the customer account or other identification number for each such Beneficial Holder;
9. each Beneficial Holder listed in Item 2 of this Master Ballot has certified to the undersigned in Item 5 of the Beneficial Holder Ballot that it is eligible to vote on the Plan and make an election with respect to the Third-Party Release; and
10. it will either forward to the Solicitation Agent all Beneficial Holder Ballots returned by the Beneficial Holders listed in Item 2 of this Master Ballot (whether properly completed or defective) or retain such Beneficial Holder Ballots for at least one (1) year after the Effective Date and disclose all information contained in such Beneficial Holder Ballots to the Bankruptcy Court or the Debtors, as the case may be, if so requested.

*[Remainder of page intentionally left blank]*



**Name of Nominee:** \_\_\_\_\_  
(print or type)

**Name of Proxy Holder or Agent for Nominee (if applicable):** \_\_\_\_\_  
(print or type)

**DTC Participant Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
(print or type)

**Signatory Name:** \_\_\_\_\_  
(print or type)

**Signatory Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_

**EXHIBIT 1**

Please indicate below the CUSIP/ISIN to which this Master Ballot pertains.

| <b><u>Class 7 (Unsecured Funded Debt Claims)</u></b> |  |   |
|--|--|---|
| <input type="checkbox"/>                             | 8% Senior Secured Notes due 2030 (144A)    | 144A CUSIP: 92905Y AA6<br>144A ISIN: US92905YAA64   |
| <input type="checkbox"/>                             | 8% Senior Secured Notes due 2030 (144A)    | 144A CUSIP: 92905Y AC2<br>144A ISIN: US92905YAC21   |
| <input type="checkbox"/>                             | 8% Senior Secured Notes due 2030 (REG S)   | REG S CUSIP: G93A9K AA3<br>REG S ISIN: USG93A9KAA35 |
| <input type="checkbox"/>                             | 8% Senior Secured Notes due 2030 (REG S)   | REG S CUSIP: G93A9K AC9<br>REG S ISIN: USG93A9KAC90 |
| <input type="checkbox"/>                             | 8% Senior Unsecured Notes due 2029 (144A)  | 144A CUSIP: 69291H AA3<br>144A ISIN: US69291HAA32   |
| <input type="checkbox"/>                             | 8% Senior Unsecured Notes due 2029 (REG S) | REG S CUSIP: U7050W AA8<br>REG S ISIN: USU7050WAA81 |

**EXHIBIT C TO SCHEDULING MOTION**  
**COVER LETTER FOR SOLICITATION**

**United Site Services, Inc.**  
118 Flanders Road, Suite 1000  
Westborough, MA 01581

December 28, 2025

To: Holders of Class 6 First Lien Secured Claims and Holders of Class 7 Unsecured Funded Debt Claims

On behalf of United Site Services, Inc. (“**USS**”), enclosed please find (i) the *Disclosure Statement for Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (including all exhibits thereto, the “**Disclosure Statement**”), (ii) the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the “**Plan**”),<sup>1</sup> and (iii) a Ballot so you may vote to accept or reject the Plan that memorializes USS’s proposed restructuring.

As explained in further detail in the Disclosure Statement, the Plan implements a prepackaged restructuring that is the product of extensive, arm’s-length negotiations among USS and its major stakeholders, including, but not limited to, the Ad Hoc Group. USS and the Consenting Stakeholders have entered into the Restructuring Support Agreement pursuant to which such stakeholders have agreed to support, and committed to vote to accept, the Plan.

The transactions contemplated by the Plan will reduce USS’s funded debt by approximately \$2.4 billion and preserve the going-concern value of USS’s business. Importantly, the Plan contemplates that all trade, employee, and other non-funded debt claims against USS will be paid in full in the ordinary course of business. USS will continue to operate in the ordinary course, and its business operations and service to its customers will not be disrupted by the restructuring process.

In order to implement the Plan, USS and certain of its affiliates (collectively, the “**Debtors**”) intend to commence voluntary cases under chapter 11 of the Bankruptcy Code (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the District of New Jersey.<sup>2</sup>

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<sup>1</sup> Capitalized terms not otherwise defined herein have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

<sup>2</sup> The Debtors in the anticipated chapter 11 cases, along with the last four digits of each one’s federal tax identification number, are: United Site Services, Inc. (3387); Johnny on the Spot, LLC (1604); Northeast Sanitation, Inc. (3569); PECF USS Intermediate Holding II Corporation (5368); PECF USS Intermediate Holding III Corporation (9019); Portable Holding Corporation (2044); Portable Intermediate Holding Corporation (2150); Portable Intermediate Holding II Corporation (2253); Russell Reid Waste Hauling and Disposal Service Co., Inc. (5208); United Site National Services Company (4933); United Site Services Northeast, Inc. (3022); United Site Services of California, Inc. (8969); United Site Services of Colorado, Inc. (5717); United Site Services of Florida, LLC (1631); United Site Services of Louisiana, Inc. (0960); United Site Services of Maryland, Inc. (1689); United Site Services of Mississippi, LLC (7131); United Site Services of Nevada, Inc. (8145); United Site Services of Texas, Inc. (3850); USS Ultimate Holdings, Inc. (8857);

The Debtors are seeking your vote on the Plan prior to the commencement of the Chapter 11 Cases. By utilizing a “prepackaged” chapter 11 process, USS anticipates that the Debtors’ day-to-day business operations will not be adversely affected, the duration of the Chapter 11 Cases will not be extensive, and the administration of the Chapter 11 Cases will be simplified and cost efficient. **The enclosed documents include information regarding how you, as a Holder of a Claim entitled to vote on the Plan, may do so.**

**USS believes that the Plan represents the best restructuring alternative available for its stakeholders. Accordingly, USS urges you to vote to accept the Plan.**

For the purpose of voting on the Plan, you have been provided with the enclosed Ballot, which should be completed and submitted in accordance with the instructions set forth therein. **Please review the enclosed materials carefully for details about the proposed restructuring transactions, voting procedures, anticipated recoveries, and other matters relevant to your decision whether to accept or reject the Plan.**

USS has established the following timetable for the solicitation process:

**Voting Record Date** December 22, 2025

**Voting Deadline** January 30, 2026, at 4:00 p.m. (ET)

Should you have any questions about your Ballot or the procedures for voting, or should you require additional copies of any of the solicitation materials, you may contact Verita Global (the “**Solicitation Agent**”): (i) by phone at 877-634-7164 (toll free) or +1 424-236-7220 (international); (ii) by email at USSinfo@veritaglobal.com (include “USS” in the subject line); (iii) by accessing USS’s solicitation website at <https://www.veritaglobal.net/USS>; or (iv) by writing to the Solicitation Agent at: United Site Services Ballot Processing Center, c/o KCC dba Verita Global, 222 N. Pacific Coast Hwy., Suite 300, El Segundo, CA 90245.

Sincerely,

United Site Services, Inc.  
on behalf of itself and its Debtor affiliates

By: \_\_\_\_\_  
Name: John Hafferty  
Title: Chief Financial Officer

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Vortex Holdco, LLC (6868); and Vortex Opco, LLC (6864). The Debtors’ service address is 118 Flanders Road, Suite 1000, Westborough, MA 01581.

**EXHIBIT D TO SCHEDULING MOTION**  
**COMBINED NOTICE**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

*In re*

UNITED SITE SERVICES, INC. *et al.*,<sup>1</sup>  
Debtors.

Case No. 25-[●] (●)

Chapter 11

(Jointly Administered)

NOTICE OF (I) COMMENCEMENT OF CHAPTER 11  
BANKRUPTCY CASES, (II) HEARING ON THE ADEQUACY  
OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE  
PRE-PACKAGED PLAN, AND (III) CERTAIN OBJECTION DEADLINES

NOTICE IS HEREBY GIVEN as follows:

On December 29, 2025 (the “**Petition Date**”), the above-captioned debtors (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the District of New Jersey (the “**Court**”) the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. \_\_] (as amended, supplemented, or otherwise modified from time to time, the “**Plan**”) and related disclosure statement [Docket No. \_\_] (as amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”).<sup>2</sup> Copies of the Plan and the Disclosure Statement may be obtained free of charge by (i) visiting the website maintained by the Debtors’ solicitation agent, Verita Global (the “**Solicitation Agent**”), at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS), (ii) calling the Solicitation Agent at 887-634-7164 (domestic toll-free) or +1 424-236-7220 (international), or (iii) sending an email to: [USSinfo@veritaglobal.com](mailto:USSinfo@veritaglobal.com) (with “USS” in the subject line).

**Hearing on the Adequacy of the Disclosure Statement and Confirmation of the Plan**

A hearing on the adequacy of the information contained in the Disclosure Statement and confirmation of the Plan (the “**Combined Hearing**”) will be held before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom #8, Trenton, NJ 08608, on **[February 10, 2026]**. Please be advised that the Combined Hearing may be continued from time to time without further notice other than by an announcement of such adjournment in open court or by a notice of adjournment filed on the Court’s docket.

<sup>1</sup> 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](http://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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable.

The deadline for filing objections (each, an “**Objection**”) either to the adequacy of the Disclosure Statement or to the confirmation of the Plan is **January 30, 2026 at 4:00 p.m. (ET)** (the “**Objection Deadline**”). All Objections must: (i) be in writing; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the District of New Jersey; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by the objector; and (iv) state with particularity the legal and/or factual bases for the Objection.

Objections must be filed with the Court and served, so as to be actually received no later than the Objection Deadline by: (i) the Chambers of the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom #8, Trenton, NJ 08608; (ii) the Debtors, c/o United Site Services, Inc, 118 Flanders Road, Suite 1000, Westborough, MA 01581 (Attn: John Hafferty, Chief Financial Officer); (iii) Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Dennis F. Dunne, Samuel A. Khalil, Matthew Brod, Lauren C. Doyle, and Benjamin M. Schak), proposed co-counsel for the Debtors; (iv) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, NJ 07601 (Attn: Michael D. Sirota, Felice R. Yudkin, and Daniel J. Harris, proposed co-counsel for the Debtors; (v) Akin Gump Strauss Hauer & Feld LLP, Robert S. Strauss Tower, 2001 K Street, N.W., Washington, DC 20006 (Attn: Daniel I. Fisher and Scott L. Alberino) and 2300 N. Field Street, Suite 1800, Dallas, Texas 75201 (Attn: Zach Lanier), counsel to the Ad Hoc Group; (vi) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022 (Attn: Steven N. Serajeddini and Nicholas Adzima), counsel to Clearlake Capital Group; (vii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102 (Attn: Jeffrey M. Sponder); and (viii) those parties who have filed a notice of appearance in the Chapter 11 Cases.

**Unless an Objection is timely filed and served in accordance with this notice, it may not be considered by the Court.**

#### **Information Regarding the Plan**

The solicitation of votes on the Plan commenced prior to the Petition Date. December 22, 2025 was the date used to determine which holders of Claims in the Voting Classes were entitled to vote on the Plan. The deadline to vote on the Plan and opt out of the Third-Party Release is **January 30, 2026, at 4:00 p.m. (ET)**.



The following chart summarizes the treatment provided to each class of Claims and Interests in the Plan:

| Class | Claims / Interests      | Treatment of Claim/Interest   | Estimated Recovery |
|-------|-------------------------|---|--------------------|
| 1     | Priority Non-Tax Claims | <p>Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practicable thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Non-Tax Claim, each Holder of an Allowed Priority Non-Tax Claim will, at the option of the Debtors or the Reorganized Debtors (i) receive payment in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept.</p>   | 100%               |
| 2     | Other Secured Claims    | <p>Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practicable thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Other Secured Claim, at the option of the Debtors or the Reorganized Debtors, each such Holder will receive (i) payment in full in Cash of its Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, (iii) Reinstatement of such Holder's Allowed Other Secured Claim, or (iii) such other treatment that will render such Holder's Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept</p>  | 100%               |
| 3     | ABL Facility Claims     | <p>Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed ABL Facility Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed ABL Facility Claim, payment in full in Cash, <i>provided that</i>, undrawn ABL Letters of Credit will be, at the option of the Debtors or Reorganized Debtors (with the consent of the Required Consenting Second-Out Creditors), (i) cash collateralized, (ii) supported by "back-to-back" letters of credit under the Exit ABL Facility or other facility, or (iii) otherwise treated in a manner acceptable to the issuer.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept</p> | 100%               |

| <b>Class</b> | <b>Claims / Interests</b>         | <b>Treatment of Claim/Interest</b>   | <b>Estimated Recovery</b> |
|--------------|-----------------------------------|--|---------------------------|
| 4            | First-Out Revolving Loans Claims  | <p>Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed First-Out Revolving Loans Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First-Out Revolving Loans Claim payment in full in Cash. This treatment reflects the effectuation of the turnover provisions of the applicable Intercreditor Agreements.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept</p>    | 100%                      |
| 5            | First-Out Term Loan/ Notes Claims | <p>Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed First-Out Term Loans/Notes Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First-Out Term Loans/Notes Claim, payment in full in Cash. This treatment reflects the effectuation of the turnover provisions of the applicable Intercreditor Agreements.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept</p> | 100%                      |

| Class | Claims / Interests           | Treatment of Claim/Interest  | Estimated Recovery |
|-------|------------------------------|--|--------------------|
| 6     | First Lien Secured Claims    | <p>Except to the extent that a Holder of an Allowed Second-Out Claim or an Allowed Amended Term Loan Claim, as applicable, agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed Second-Out Claim or Allowed Amended Term Loan Claim, as applicable, on account of its Allowed First Lien Secured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First Lien Secured Claim, prior to giving effect to the turnover provisions in the applicable Intercreditor Agreements, its pro rata share (as a proportion of all First Lien Funded Debt Claims) of (i) the First Lien Secured Claims Recovery, (ii) the Distributable New Common Shares and (iii) the Subscription Rights. Notwithstanding the immediately preceding sentence, after giving effect to the turnover provisions in the applicable Intercreditor Agreements, on the Effective Date, (x) Holders of Second-Out Claims on account of their respective Second-Out Claims that are Secured shall receive in the aggregate (i) no Cash, (ii) 98.220% of the Distributable New Common Shares and (iii) 98.220% of the Subscription Rights and (y) Holders of Amended Term Loan Claims on account of their respective Amended Term Loan Claims that are Secured shall receive in the aggregate (i) cash in the amount of \$10,516,581, (ii) 1.780% of the Distributable New Common Shares, and (iii) 1.780% of the Subscription Rights.</p> <p>Impaired - Entitled to Vote.</p> | 27% <sup>3</sup>   |
| 7     | Unsecured Funded Debt Claims | <p>Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed Unsecured Funded Debt Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed Unsecured Funded Debt Claim, its Pro Rata share of the Unsecured Funded Debt Claim Recovery.</p> <p>Impaired - Entitled to Vote.</p>  | 0.3%               |

<sup>3</sup> The recovery percentage for the First Lien Secured Claims reflects treatment of those Claims prior to giving effect to the turnover provisions of the applicable Intercreditor Agreements, as further described at Section II.B.1.e. of this Disclosure Statement and Article III of the Plan.

| <b>Class</b> | <b>Claims / Interests</b> | <b>Treatment of Claim/Interest</b>   | <b>Estimated Recovery</b> |
|--------------|---------------------------|--|---------------------------|
| 8            | General Unsecured Claims  | <p>Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practical thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim will, at the option of the Debtors or the Reorganized Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.</p> <p>Unimpaired - Not entitled to vote / Presumed to accept.</p> | 100%                      |
| 9            | Intercompany Claims       | <p>On the Effective Date (or as soon as reasonably practicable thereafter), all Allowed Intercompany Claims will be: (i) Reinstated, (ii) adjusted, (iii) converted to equity, set off, settled, distributed or contributed, or (iv) discharged, cancelled, and released, as reasonably determined to be appropriate by the Reorganized Debtors.</p> <p>Either Impaired or Unimpaired - Either conclusively presumed to accept / not entitled to vote or deemed to have rejected / not entitled to vote.</p>   | 0% or 100%                |
| 10           | Intercompany Interests    | <p>On the Effective Date (or as soon as reasonably practicable thereafter), all Intercompany Interests will be adjusted, Reinstated, or cancelled, as reasonably determined to be appropriate by the Reorganized Debtors.</p> <p>Either Impaired or Unimpaired - Either conclusively presumed to accept / not entitled to vote or deemed to have rejected / not entitled to vote.</p>  | 0% or 100%                |

| Class | Claims / Interests        | Treatment of Claim/Interest   | Estimated Recovery |
|-------|---------------------------|---|--------------------|
| 11    | Existing Equity Interests | <p>If Reorganized Parent is a direct or indirect non-Debtor parent of USS Parent or another Entity that upon the consummation of the Restructuring Transactions will directly or indirectly own all of the assets of USS Parent, then the Holders of Existing Equity Interests shall receive no recovery or distribution on account of such Existing Equity Interests and the Existing Equity Interests shall be Reinstated solely for the purposes of maintaining the corporate ownership of USS Parent as contemplated by the Plan and the Restructuring Transactions. If Reorganized Parent is USS Parent, then all Existing Equity Interests shall be discharged, cancelled, released, and extinguished upon the Effective Date and will be of no further force or effect, and Holders of Existing Equity Interests will not receive any distributions on account of such Existing Equity Interests.</p> <p>Impaired - Not entitled to vote / Deemed to reject.</p> | 0%                 |
| 12    | Subordinated Claims       | <p>All Subordinated Claims, if any, shall be discharged, cancelled, released, and extinguished on the Effective Date and shall be of no further force or effect, and Holders of Subordinated Claims will not receive any distributions on account of such Subordinated Claims.</p> <p>Impaired - Not entitled to vote / Deemed to reject.</p>   | 0%                 |

### **Discharge, Injunctions, Exculpation, and Releases**

**Article VIII of the Plan contains settlement, release, exculpation, and injunction provisions. All Holders of Claims or Interests that do not elect to opt out of the Third-Party Release contained in Article VIII.E of the Plan will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors or the Chapter 11 Cases**

**You are advised to carefully review and consider the Plan, including the discharge, release, exculpation, and injunction provisions, as your rights might be affected thereby.**

The release, exculpation, and injunction provisions contained in the Plan are as follows:

**Releases by the Debtors. Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Debtor, Estate, and Reorganized Debtor (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or**

liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any Avoidance Actions and any derivative claims, including those asserted or assertable on behalf of any Debtor, Estate, or Reorganized Debtor), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Debtor, Estate, or Reorganized Debtor and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions (the “Debtor Release”). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the ERO Documents, the Exit ABL Facility Documents, or any Claim or obligation arising under the Plan and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of Holders of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action

against any non-Released Party, or (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (iii) in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released by the Debtor Release against any of the Released Parties.

Releases by Holders of Claims or Interests. Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Releasing Party (in each case on behalf of itself and its respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring or the Chapter 11 Cases, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Plan Supplement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the

Management Incentive Plan, the Plan, the Plan Supplement the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (the “Third-Party Release”, and together with the Debtor Release, the “Releases”). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

Entry of the Confirmation Order shall constitute the Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Court’s finding that the Third-Party Release is: (i) consensual; (ii) essential to the Confirmation; (iii) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties’ contributions to facilitating the restructuring and implementing this Plan; (iv) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

**Exculpation.** Except as otherwise provided in the Plan or Confirmation Order, to the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any claim or Cause of Action based on any act or omission occurring through the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the negotiation and pursuit of the Restructuring Support Agreement, the Restructuring, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility, the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the



ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Definitive Documents, the Plan Supplement, the Plan and related agreements, instruments, and other documents, or the solicitation of votes for, or confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, or the transactions in furtherance of any of the foregoing, other than (a) Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes gross negligence, intentional fraud or willful misconduct as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities (b) rights that remain in effect from and after the Effective Date to enforce the Definitive Documents, including the Restructuring Support Agreement, and the obligations contemplated thereunder, or (c) breach of such Exculpated Party's obligations under any Definitive Document. The Confirmation Order shall include a determination that the Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code and have participated in good faith with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. This exculpation is in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

**Injunction.** Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action or liabilities that have been released, discharged, or are subject to exculpation hereunder are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the respective property or estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities unless such Entity has timely asserted such setoff, subrogation, or recoupment right in a document filed with the Court explicitly preserving such right; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in

connection with or with respect to any such claims or interests or Causes of Action or liabilities released or settled pursuant to the Plan.

By accepting distributions under the Plan, each Holder of an Allowed Claim or Interest extinguished, discharged, exculpated or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunction set forth above.

The injunction set forth above shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties, and their respective property and interests in property. No Person or Entity (including any Person or Entity that has elected to opt out of the Third-Party Releases) may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII hereof, without the Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action (a) is not subject to the Releases and (b) represents a colorable Claim or Cause of Action, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action.

***“Exculpated Parties”*** means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) with respect to each of the foregoing, their current and former directors, managers, officers, attorneys, financial advisors, consultants or other professionals or advisors that served in such capacity between the Petition Date and the Effective Date, and (iv) the Professionals retained by the Debtors in the Chapter 11 Cases.

***“Released Parties”*** means, collectively, and in each case solely in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit RCF Facility Parties, (viii) the Exit ABL Facility Parties, (ix) the ERO Backstop Parties, (x) the Sponsor, and (xi) each Related Party of each of the foregoing Persons in clauses (i) through (x); *provided, however*, that any Holder of a Claim or Interest that (x) files an objection to the Plan, (y) opts out of the Third-Party Release, or (z) is listed in the Retained Causes of Action Schedule, as applicable, shall not be a “Released Party”; *provided further, however*, that notwithstanding the preceding proviso, any Holder of a Claim or Interest that is party to or has otherwise signed the Restructuring Support Agreement shall be a Released Party and Releasing Party for all purposes under the Plan.

***“Releasing Parties”*** means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit ABL Facility Parties and Exit RCF Facility Parties, (viii) the ERO Backstop Parties, (ix) the Sponsor, (x) each Related Party of each of the foregoing Persons in clauses (i) through (ix), (xi) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xii) the Holders of Claims or Interests that are deemed to

accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiii) the Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release, (xiv) the Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release, and (xv) the Holders of Claims or Interests who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release; *provided* that each Holder of Claims or Interests that is party to or has otherwise signed the Restructuring Support Agreement shall not opt out of the Third-Party Releases. For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in this Plan are doing so only in their capacity as holders of First-Out Revolving Loans Claims or ABL Facility Claims as of the Petition Date, and any actions taken by the Revolving Credit Lenders in connection with the Plan and the Restructuring Transactions as well as any releases provided in connection with the Plan are only with respect to such lender's interest in the First-Out Revolving Loans Claims or ABL Facility Claims that are now owned or subsequently acquired by the Revolving Credit Lenders. In addition, the provisions of this Plan shall only apply to such trading desk(s), fund(s), account, branch, unit and/or business group(s) that have a beneficial interest in such Claim and shall not apply to any other trading desk(s), fund(s), account, branch, unit and/or business group(s) of the Revolving Credit Lenders, which, so long as they are not acting at the direction of or for the benefit of such Revolving Credit Lender or such Revolving Credit Lender's investment in the Debtor, will not be considered "Releasing Parties" under the Plan.

#### **Section 341(a) Meeting**

A meeting of creditors mandated by section 341(a) of the Bankruptcy Code (the "**Section 341(a) Meeting**") has been deferred. The Section 341(a) Meeting will not be convened if the Plan is confirmed on or before [February 10, 2026]. If the Section 341(a) Meeting is convened, the Debtors will file a notice of the date, time, and place of the Section 341(a) Meeting and (i) post it on the website at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS), not less than 14 days before the date scheduled for such meeting, and (ii) serve it on the same parties served with this notice and any other parties entitled to notice pursuant to the Bankruptcy Rules.

*[Remainder of page intentionally left blank]*

Dated: [●]

Respectfully submitted,

/s/ /draft/

**COLE SCHOTZ P.C.**

Michael D. Sirota

Felice R. Yudkin

Daniel J. Harris

Court Plaza North, 25 Main Street

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BSchak@Milbank.com *Proposed Co-Counsel to  
the Debtors*

**EXHIBIT E TO SCHEDULING MOTION**  
**COMBINED PUBLICATION NOTICE**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY

*In re*

UNITED SITE SERVICES, INC. *et*  
*al.*,<sup>1</sup>Debtors.

Case No. 25-[●] (●)

Chapter 11

(Jointly Administered)

NOTICE OF (I) COMMENCEMENT OF CHAPTER 11  
BANKRUPTCY CASES, (II) HEARING ON THE ADEQUACY  
OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE  
PRE-PACKAGED PLAN, AND (III) CERTAIN OBJECTION DEADLINES

**TO: All Holders of Claims and Interests and other parties in interest in the above-captioned Chapter 11 Cases:**

**NOTICE IS HEREBY GIVEN** as follows:

On December 29, 2025 (the “**Petition Date**”), the above-captioned debtors (collectively, the “**Debtors**”) filed with the United States Bankruptcy Court for the District of New Jersey (the “**Court**”) the *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. \_\_\_\_] (as amended, supplemented, or otherwise modified from time to time, the “**Plan**”) and related disclosure statement [Docket No. \_\_\_\_] (as amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”).<sup>2</sup> Copies of the Plan and Disclosure Statement may be obtained free of charge by (i) visiting the website maintained by the Debtors’ solicitation agent (the “**Solicitation Agent**”) at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS), (ii) calling the Solicitation Agent at 887-634-7164 (domestic toll-free) or +1 424-236-7220 (international), or (iii) sending an email to: [USSinfo@veritaglobal.com](mailto:USSinfo@veritaglobal.com) (with “USS” in the subject line).

A hearing on the adequacy of the information contained in the Disclosure Statement and confirmation of the Plan (the “**Combined Hearing**”) will be held before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom #8, Trenton, NJ 08608, on **[February 10, 2026]**. Please be advised that the Combined Hearing may be continued from time to time without further

<sup>1</sup> 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](http://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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable.

notice other than an announcement of such adjournment in open court or notice of adjournment filed on the Court's docket.

The deadline for filing objections (each, an “**Objection**”) either to the adequacy of the Disclosure Statement or to the confirmation of the Plan is **January 30, 2026, at 4:00 p.m. (ET)** (the “**Objection Deadline**”). All Objections must: (i) be in writing; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the District of New Jersey; (iii) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by the objector; and (iv) state with particularity the legal and/or factual bases for the Objection.

Objections must be filed with the Court and served so as to be actually received, no later than the Objection Deadline, 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, 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 Crawfords 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.

**Unless an Objection is timely filed and served in accordance with this notice, it may not be considered by the Court.**

**Critical Information Regarding the Plan**

**Article VIII of the Plan contains settlement, release, exculpation, and injunction provisions. All Holders of Claims and Interests that do not elect to opt out of the Third-Party Release contained in Article VIII.E of the Plan will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors or the Chapter 11 Cases**

**You are advised to carefully review and consider the Plan, including the discharge, release, exculpation, and injunction provisions, as your rights might be affected thereby.**

The solicitation of votes on the Plan commenced prior to the Petition Date. December 22, 2025 was the date used to determine which holders of Claims in the Voting Classes were entitled

to vote on the Plan. The deadline to vote on the Plan and opt out of the Third-Party Release is **January 30, 2026, at 4:00 p.m. (ET)**.



**EXHIBIT F TO SCHEDULING MOTION**  
**NOTICE TO UNIMPAIRED CLASSES**

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

*In re*

UNITED SITE SERVICES, INC. *et al.*,<sup>1</sup>  
Debtors.

Chapter 11  
(Jointly Administered)

NOTICE OF NON-VOTING STATUS  
AND OPT-OUT FORM FOR UNIMPAIRED CLASSES

**Please read and follow the enclosed instructions carefully before completing the opt-out form (the “Opt-Out Form”) attached to this Notice if you wish to opt out of the Third-Party Release described herein.**

**The Opt-Out Form must be completed, executed, and returned so as to be *actually received* by the Solicitation Agent (as defined herein) by January 30, 2026, at 4:00 p.m. (ET) (the “Opt-Out Deadline”).**

**PLEASE TAKE NOTICE THAT** on December 29, 2025, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”). Contemporaneously therewith, 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* [Docket No. [●]] (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the “**Plan**”)<sup>2</sup> described in the *Disclosure Statement for Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the “**Disclosure Statement**”). On December 28, 2025, the Debtors commenced solicitation of votes on the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Bankruptcy Court will consider Confirmation of the Plan will be held on **[February 10, 2026]** before the Honorable

<sup>1</sup> 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](http://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.

<sup>2</sup> Capitalized terms used but not defined in this Notice have the meanings ascribed to them in the Plan.

Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom #8, Trenton, NJ 08608.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice (this “**Notice**”) because you may be the Holder of a Claim that is Unimpaired by the Plan (*i.e.*, your Claim will be paid in full). As such, you are not entitled to vote on the Plan, and you are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.<sup>3</sup> The treatment of Unimpaired Claims under the Plan is described in greater detail in the Disclosure Statement. Although you are not entitled to vote on the Plan, attached to this Notice is the Opt-Out Form through which you may opt out of the Third-Party Release contained in the Plan (and as set forth in Item 2 of the Opt-Out Form). The Third-Party Release is incorporated into Article VIII of the Plan, together with other release, exculpation, and injunction provisions. **You are advised to carefully review and consider the Plan, the Third-Party Release, and other release, exculpation, discharge, and injunction provisions, as your rights may be affected.**

**PLEASE TAKE FURTHER NOTICE THAT** you will be deemed to have released whatever claims you may have against the Released Parties (as defined herein) unless you opt out of the Third-Party Release by checking the box in Item 2 of the attached Opt-Out Form. If you do not want to give this Third-Party Release, you must check the box in Item 2 of the attached Opt-Out Form, complete the attached Opt-Out Form, sign it, and return it so it is ***actually received*** no later than the Opt-Out Deadline, which is **January 30, 2026, at 4:00 p.m. (ET)**.

**PLEASE TAKE FURTHER NOTICE THAT** you may also opt out of the Third-Party Release by objecting to the Plan. All objections to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve your objection; and (d) be filed, together with proof of service, with the Bankruptcy Court so as to be ***actually received*** no later than **January 30, 2026, at 4:00 p.m. (ET)**.

**PLEASE TAKE FURTHER NOTICE THAT** if you have received this Notice in electronic form and wish to receive a paper copy of the Opt-Out Form, or if you desire copies of the Plan and Disclosure Statement,<sup>4</sup> or for further information, please contact Verita Global, the Debtors’ solicitation agent (the “**Solicitation Agent**”) at:

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<sup>3</sup> If you also hold Claims in a Class entitled to vote on the Plan, you will receive a ballot for each Class in which you are entitled to vote.

<sup>4</sup> The Plan, Disclosure Statement and other documents filed in the Chapter 11 Cases and may be obtained at no charge on the Debtors’ restructuring website at <https://www.VeritaGlobal.net/USS> or for a fee through the Bankruptcy Court’s website at <https://www.njb.uscourts.gov/>.

**Solicitation Agent:**

Kurtzman Carson Consultants LLC  
d/b/a Verita Global  
USSinfo@VeritaGlobal.com  
(877) 634-7164 (domestic toll-free)  
+1 (424) 236-7220 (international)

**PLEASE TAKE FURTHER NOTICE THAT** if you believe you have received this Notice in error and that you should have received a ballot to vote on the Plan, or if you believe that you have received the wrong opt-out form, please contact the Solicitation Agent immediately at the telephone number or email address set forth above.

*[Remainder of page intentionally left blank]*

## INSTRUCTIONS FOR COMPLETING OPT-OUT FORM

**If the Solicitation Agent does not *actually receive* your Opt-Out Form on or before January 30, 2026, at 4:00 p.m. (ET) (unless this deadline is extended), your election to opt out of the Third-Party Release will not be effective, and you will be deemed to have granted such release.**

### WHAT AM I BEING ASKED TO DO?

The Debtors are providing you with an opportunity to opt out of the Third-Party Release that is incorporated into Article VIII of the Plan, together with other release, exculpation, and injunction provisions. These provisions affect your rights, including your rights against persons other than the Debtors.

### WHAT IS THE THIRD-PARTY RELEASE?

The Plan provision setting forth the Third-Party Release is quoted in full on the Opt-Out Form below. **If you do not check the opt-out box in Item 2 of your Opt-Out Form and submit it such that it is *actually received* by the Solicitation Agent on or before the Opt-Out Deadline, you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors or the Chapter 11 Cases.**

### AM I REQUIRED TO CONSENT TO THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are **not** required to consent to the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 2 of this Opt-Out Form. The treatment of your Claim under the Plan will not be affected in any way if you opt out of the Third-Party Release.

For the avoidance of doubt, all Consenting Stakeholders have agreed to grant the Third-Party Release pursuant to the Restructuring Support Agreement, regardless of whether or not they check the applicable box to opt out.

### WHEN IS MY OPT-OUT FORM DUE?

Your Opt-Out Form must be completed, executed, and returned so as to be ***actually received*** by the Solicitation Agent on or before the Opt-Out Deadline at **4:00 p.m. (ET) on January 30, 2026** (unless this deadline is extended). You are not required to submit this Opt-Out Form, but if the Plan is confirmed, you will be bound by the Third-Party Release regardless of whether you submitted the Opt-Out Form.

If an Opt-Out Form is received by the Solicitation Agent ***after*** the Opt-Out Deadline, any opt out election therein will not be effective.

## HOW DO I SUBMIT MY OPT-OUT FORM?

You may submit your Opt-Out Form in paper form or electronically through the Solicitation Agent's online portal (the "**E-Ballot Portal**"), in each case by following the instructions below. The method of delivery of your Opt-Out Form is at your election and risk, as delivery will be timely only if the Solicitation Agent *actually receives* your executed Opt-Out Form on or before the Opt-Out Deadline. In all cases, Holders should allow sufficient time to assure timely delivery.

Aside from the E-Ballot Portal, Opt-Out Forms will **not** be accepted by fax, email, or other electronic means. **Be sure to sign and date your Opt-Out Form prior to submission.**

### 1. To submit your Opt-Out Form by first class mail, hand delivery, or overnight mail:

To submit your Opt-Out Form in paper form, you must complete, sign, and date the Opt-Out Form and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at:

United Site Services Ballot Processing Center  
c/o KCC dba Verita Global  
222 N. Pacific Coast Hwy., Suite 300  
El Segundo, CA 90245

To coordinate hand delivery, email the Solicitation Agent at [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) with a reference to "USS" in the subject line at least 24 hours in advance to provide the anticipated date and time of delivery.

### 2. To submit an electronic version of your Opt-Out Form via the E-Ballot Portal:

#### a. For all holders, excluding Holders of Class 5 First-Out Notes Claims:

To submit your Opt-Out Form electronically, go to the E-Ballot Portal, at <https://www.VeritaGlobal.net/USS>. Then click on the "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve and submit your customized electronic Opt-Out Form.

Unique ID#: \_\_\_\_\_

Unique Pin: \_\_\_\_\_

Holders that submit the electronic version of their Opt-Out Form via the E-Ballot Portal should **not** also submit a paper copy of their Opt-Out Form.

#### b. For holders of Class 5 First-Out Notes Claims only:

For all persons or entities who hold one or more positions in the Class 5 First-Out Notes Claims (as identified by the CUSIPs and ISINs set forth below) in "street name" at a bank, broker, or other intermediary, through DTC or another similar depository (such holders, "**Beneficial Holders**"):

CUSIP [ ] / ISIN [ ]

As a Beneficial Holder of the Class 5 First-Out Notes Claims, you will not be issued a Unique E-Ballot ID# to retrieve the electronic version of your Opt-Out Form and, therefore, may not submit your Opt-Out Form electronically via the E-Ballot Portal as set forth above. Instead, click on the “First-Out Notes Opt-Out” link located on the left-hand navigation panel of the Debtors’ restructuring website at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS) to submit an electronic version of your Opt-Out Form.

Email [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) for assistance with any technical difficulties.

### **WILL MY OPT-OUT FORM COUNT?**

Your Opt-Out Form will be counted only if it is completed and signed as provided herein and is ***actually received*** by the Solicitation Agent on or before the Opt-Out Deadline. If you submit multiple Opt-Out Forms, only the last Opt-Out Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Opt-Out Forms you may have submitted. However, if you submit valid and timely Opt-Out Forms both in paper form and through the E-Ballot Portal, only the submission through the E-Ballot Portal will be counted, even if the paper Opt-Out Form is received later.

Additionally, the following Opt-Out Forms will not be counted:

- any Opt-Out Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors’ legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Opt-Out Form that is transmitted via fax, email, or other electronic means (other than through the E-Ballot Portal) or that is transmitted other than as specifically set forth in the Opt-Out Form;
- any Opt-Out Form that is illegible;
- any Opt-Out Form that contains insufficient information to permit the identification of the Holder of the Claim;
- any Opt-Out Form cast by or on behalf of an entity that is not entitled to opt-out of the Third-Party Release;
- any Opt-Out form that is not clearly marked to opt out of the Third-Party Release;
- any unsigned Opt-Out Form; and
- any non-original Opt-Out Form (excluding electronic Opt-Out Forms submitted through the E-Ballot Portal).

**Please be sure to sign and date your Opt-Out Form.** If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide

your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to your Opt-Out Form.

**WHAT ARE MY CLAIMS AGAINST THE DEBTORS?**

You have received this Notice because the Solicitation Agent has information suggesting that you hold a Claim against the Debtors that is Unimpaired under the Plan. However, this Notice (including, for the avoidance of doubt, this Opt-Out Form) does not constitute a proof of claim, a proof of interest, or an assertion or admission that you hold a Claim against any Debtor.

The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third-Party Release.

**I HAVE FURTHER QUESTIONS ABOUT THIS NOTICE.**

If you have any questions about this Notice or the procedures for submitting an Opt-Out Form, please email or call the Solicitation Agent at USSinfo@VeritaGlobal.com, (877) 634-7164 (domestic toll-free) or +1 (424) 236-7220 (international).

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own counsel.

*[Remainder of page intentionally left blank]*



## OPT-OUT FORM

Before completing this Opt-Out Form, please read and follow the enclosed “Instructions for Completing Opt-Out Form” carefully to ensure that you complete, execute, and return this Opt-Out Form properly.

### ITEM 1: CLAIM

The undersigned certifies that, as of December 22, 2025 (the “**Voting Record Date**”), the undersigned was the Holder of a Claim in one or more of the following Unimpaired Class(es):

| Class | Claims                           | Status     | Voting Rights                               |
|-------|----------------------------------|------------|---|
| 1     | Priority Non-Tax Claims          | Unimpaired | Not entitled to vote / Presumed to accept   |
| 2     | Other Secured Claims             | Unimpaired | Not entitled to vote / Presumed to accept   |
| 3     | ABL Facility Claims              | Unimpaired | Not entitled to vote / Presumed to accept   |
| 4     | First-Out Revolving Loans Claims | Unimpaired | Not entitled to vote / Presumed to accept   |
| 5     | First-Out Term Loan/Notes Claims | Unimpaired | Not entitled to vote / Presumed to accept   |
| 8     | General Unsecured Claims         | Unimpaired | [Not entitled to vote / Presumed to accept] |

If the Plan is confirmed and consummated, Holders of the Allowed Claims listed in the above Classes will receive the following treatment:

- Class 1 (Priority Non-Tax Claims): Except to the extent that a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practicable thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Non-Tax Claim, each Holder of an Allowed Priority Non-Tax Claim will, at the option of the Debtors or the Reorganized Debtors (i) receive payment in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
- Class 2 (Other Secured Claims): Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practicable thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Other Secured Claim, at the option of the Debtors or the Reorganized Debtors, each such Holder will receive (i) payment in full in Cash of its Allowed Other Secured Claim, (ii) the collateral securing its Allowed Other Secured Claim, (iii) Reinstatement of such Holder’s Allowed Other Secured Claim, or (iii) such other treatment that will render such Holder’s Allowed Other Secured Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code.

- Class 3 (ABL Facility Claims): Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed ABL Facility Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed ABL Facility Claim, payment in full in Cash, *provided that*, undrawn ABL Letters of Credit will be, at the option of the Debtors or Reorganized Debtors (with the consent of the Required Consenting Second-Out Creditors), (i) cash collateralized, (ii) supported by “back-to-back” letters of credit under the Exit ABL Facility or other facility, or (iii) otherwise treated in a manner acceptable to the issuer.
- Class 4 (First-Out Revolving Loans Claims): Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed First-Out Revolving Loans Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First-Out Revolving Loans Claim payment in full in Cash. This treatment reflects the effectuation of the turnover provisions of the applicable Intercreditor Agreements.
- Class 5 (First-Out Term Loan/Notes Claims): Except to the extent such Holder agrees to less favorable treatment (with the consent of the Required Consenting Second-Out Creditors), on the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Allowed First-Out Term Loans/Notes Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed First-Out Term Loans/Notes Claim, payment in full in Cash. This treatment reflects the effectuation of the turnover provisions of the applicable Intercreditor Agreements.
- Class 8 (General Unsecured Claims): Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practical thereafter), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim will, at the option of the Debtors or the Reorganized Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

## ITEM 2: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release.** If you opt out of granting the Third-Party Release, you will not be a Released Party even if you would otherwise be entitled to be a Released Party.

The Third-Party Release and related provisions of the Plan are as follows:

*Definition of “Released Parties”:*

Means, collectively, and in each case solely in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit RCF Facility Parties, (viii) the Exit ABL Facility Parties, (ix) the ERO Backstop Parties, (x) the Sponsor, and (xi) each Related Party of each of the foregoing Persons in clauses (i) through (x); *provided, however*, that any Holder of a Claim or Interest that (x) files an objection to the Plan, (y) opts out of the Third-Party Release, or (z) is listed in the Retained Causes of Action Schedule, as applicable, shall not be a “Released Party”; *provided further, however*, that notwithstanding the preceding proviso, any Holder of a Claim or Interest that is party to or has otherwise signed the Restructuring Support Agreement shall be a Released Party and Releasing Party for all purposes under the Plan.

*Definition of “Releasing Parties”:*

Means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit ABL Facility Parties and Exit RCF Facility Parties, (viii) the ERO Backstop Parties, (ix) the Sponsor, (x) each Related Party of each of the foregoing Persons in clauses (i) through (ix), (xi) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xii) the Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiii) the Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release, (xiv) the Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release, and (xv) the Holders of Claims or Interests who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release; *provided* that each Holder of Claims or Interests that is party to or has otherwise signed the Restructuring Support Agreement shall not opt out of the Third-Party Releases. For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in this Plan are doing so only in their capacity as holders of First-Out Revolving Loans Claims or ABL Facility Claims as of the Petition Date, and any actions taken

by the Revolving Credit Lenders in connection with the Plan and the Restructuring Transactions as well as any releases provided in connection with the Plan are only with respect to such lender's interest in the First-Out Revolving Loans Claims or ABL Facility Claims that are now owned or subsequently acquired by the Revolving Credit Lenders. In addition, the provisions of this Plan shall only apply to such trading desk(s), fund(s), account, branch, unit and/or business group(s) that have a beneficial interest in such Claim and shall not apply to any other trading desk(s), fund(s), account, branch, unit and/or business group(s) of the Revolving Credit Lenders, which, so long as they are not acting at the direction of or for the benefit of such Revolving Credit Lender or such Revolving Credit Lender's investment in the Debtor, will not be considered "Releasing Parties" under the Plan.

*Third-Party Release (Article VIII.E of the Plan):*

**Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Releasing Party (in each case on behalf of itself and its respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor,**

the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring or the Chapter 11 Cases, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Plan Supplement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (the “Third-Party Release”, and together with the Debtor Release, the “Releases”). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either

the First-Out/Second-Out Credit Agreement or ABL Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the Confirmation; (iii) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing this Plan; (iv) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

*Injunction (Article VIII.G of the Plan):*

Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action or liabilities that have been released, discharged, or are subject to exculpation hereunder are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the respective property or estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (4) asserting any right of setoff, subrogation, or recoupment of any kind

against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities unless such Entity has timely asserted such setoff, subrogation, or recoupment right in a document filed with the Court explicitly preserving such right; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities released or settled pursuant to the Plan.

By accepting distributions under the Plan, each Holder of an Allowed Claim or Interest extinguished, discharged, exculpated or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunction set forth above.

The injunction set forth above shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties, and their respective property and interests in property. No Person or Entity (including any Person or Entity that has elected to opt out of the Third-Party Releases) may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII [of the Plan], without the Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action (a) is not subject to the Releases and (b) represents a colorable Claim or Cause of Action, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action.

**If you decline to check the opt-out box in this Item 2, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.**

Check the following box **only** if you wish to opt out of the Third-Party Release:

☐ **Opt out** of the Third-Party Release

### ITEM 3: CERTIFICATIONS

By signing this Opt-Out Form, you certify to the Court and the Debtors that:

- as of the Voting Record Date, you are either (a) the Holder of the Claims set forth in Item 1 or (b) an authorized signatory for an Entity or Person that is the Holder of Claims set forth in Item 1;
- you have (or, in the case of an authorized signatory, your principal has) made the same election with respect to the Third-Party Release on account of all of your (or your principal's) Claims set forth in Item 1;
- you have received a copy of this Notice and acknowledge that this Opt-Out Form is made pursuant to the terms and conditions set forth herein; and
- no other Opt-Out Form(s) with respect to the Claims set forth in Item 1 have been submitted or, if any other Opt-Out Form(s) have been submitted with respect to such Claims, then any such earlier Opt-Out Form(s) are hereby revoked.

**Your receipt of this Opt-Out Form does not signify that your Claim has been or will be Allowed.**

|                         |                 |
|-------------------------|-----------------|
| <b>Name of Holder:</b>  | _____           |
|                         | (print or type) |
| <b>Signature:</b>       | _____           |
| <b>Signatory Name:</b>  | _____           |
|                         | (print or type) |
| <b>Signatory Title:</b> | _____           |
| <b>Address:</b>         | _____<br>_____  |
| <b>Telephone:</b>       | _____           |
| <b>Email:</b>           | _____           |
| <b>Date Completed:</b>  | _____           |



If your address or contact information has changed, please note the new information here.

**EXHIBIT G TO SCHEDULING MOTION**

**NOTICE TO REJECTING CLASSES**

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

*In re*

UNITED SITE SERVICES, INC. *et al.*,<sup>1</sup>  
Debtors.

Chapter 11  
(Jointly Administered)

NOTICE OF NON-VOTING STATUS AND OPT-OUT FORM  
FOR IMPAIRED CLAIMS AND INTERESTS DEEMED TO REJECT

Please read and follow the enclosed instructions carefully before completing the opt-out form (the “Opt-Out Form”) attached to this Notice if you wish to opt out of the Third-Party Release described herein.

The Opt-Out Form must be completed, executed, and returned so as to be *actually received* by the Solicitation Agent (as defined herein) by January 30, 2026, at 4:00 p.m. (ET) (the “Opt-Out Deadline”).

**PLEASE TAKE NOTICE THAT** on December 29, 2025, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”). Contemporaneously therewith, 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* [Docket No. [●]] (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the “**Plan**”)<sup>2</sup> described in the *Disclosure Statement for Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be altered, amended, supplemented, or modified from time to time in accordance with its terms, and including all exhibits and supplements thereto, the “**Disclosure Statement**”). On December 28, 2025, the Debtors commenced solicitation of votes on the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Bankruptcy

<sup>1</sup> 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](http://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.

<sup>2</sup> Capitalized terms used but not defined in this Notice have the meanings ascribed to them in the Plan.

Court will consider Confirmation of the Plan will be held on **[February 10, 2026]** before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom #8, Trenton, NJ 08608.

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice (this “**Notice**”) because you may be the Holder of a Claim or Interest that is conclusively deemed to reject the Plan (*i.e.*, you will not receive or retain property under the Plan on account of your Claim or Interest, as applicable). As such, you are not entitled to vote on the Plan, and you are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.<sup>3</sup> The treatment of Impaired Claims under the Plan is described in greater detail in the Disclosure Statement. Although you are not entitled to vote on the Plan, attached to this Notice is the Opt-Out Form through which you may opt out of the Third-Party Release contained in the Plan (and as set forth in Item 2 of the Opt-Out Form). The Third-Party Release is incorporated into Article VIII of the Plan, together with other release, exculpation, and injunction provisions. **You are advised to carefully review and consider the Plan, the Third-Party Release, and other release, exculpation, discharge, and injunction provisions, as your rights may be affected.**

**PLEASE TAKE FURTHER NOTICE THAT** you will be deemed to have released whatever claims you may have against the Released Parties (as defined herein) unless you opt out of the Third-Party Release by checking the box in Item 2 of the attached Opt-Out Form. If you do not want to give this Third-Party Release, you must check the box in Item 2 of the attached Opt-Out Form, complete the attached Opt-Out Form, sign it, and return it so it is *actually received* no later than the Opt-Out Deadline, which is **January 30, 2026, at 4:00 p.m. (ET)**.

**PLEASE TAKE FURTHER NOTICE THAT** you may also opt out of the Third-Party Release by objecting to the Plan. All objections to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve your objection; and (d) be filed, together with proof of service, with the Bankruptcy Court so as to be *actually received* no later than **January 30, 2026, at 4:00 p.m. (ET)**.

**PLEASE TAKE FURTHER NOTICE THAT** if you have received this Notice in electronic form and wish to receive a paper copy of the Opt-Out Form, or if you desire copies of the Plan and Disclosure Statement,<sup>4</sup> or for further information, please contact Verita Global, the Debtors’ solicitation agent (the “**Solicitation Agent**”) at:

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<sup>3</sup> If you also hold Claims in a Class entitled to vote on the Plan, you will receive a ballot for each Class in which you are entitled to vote.

<sup>4</sup> The Plan, Disclosure Statement and other documents filed in the Chapter 11 Cases and may be obtained at no charge on the Debtors’ restructuring website at <https://www.VeritaGlobal.net/USS> or for a fee through the Bankruptcy Court’s website at <https://www.njb.uscourts.gov/>.

**Solicitation Agent:**

Kurtzman Carson Consultants LLC

d/b/a Verita Global

[USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com)

(877) 634-7164 (domestic toll-free)

+1 (424) 236-7220 (international)

**PLEASE TAKE FURTHER NOTICE THAT** if you believe you have received this Notice in error and that you should have received a ballot to vote on the Plan, or if you believe that you have received the wrong opt-out form, please contact the Solicitation Agent immediately at the telephone number or email address set forth above.

*[Remainder of page intentionally left blank]*

## INSTRUCTIONS FOR COMPLETING OPT-OUT FORM

**If the Solicitation Agent does not *actually receive* your Opt-Out Form on or before January 30, 2026, at 4:00 p.m. (ET) (unless this deadline is extended), your election to opt out of the Third-Party Release will not be effective, and you will be deemed to have granted such release.**

### WHAT AM I BEING ASKED TO DO?

The Debtors are providing you with an opportunity to opt out of the Third-Party Release that is incorporated into Article VIII of the Plan, together with other release, exculpation, and injunction provisions. These provisions affect your rights, including your rights against persons other than the Debtors.

### WHAT IS THE THIRD-PARTY RELEASE?

The Plan provision setting forth the Third-Party Release is quoted in full on the Opt-Out Form below. **If you do not check the opt-out box in Item 2 of your Opt-Out Form and submit it such that it is *actually received* by the Solicitation Agent on or before the Opt-Out Deadline, you will be deemed to have consented to the Third-Party Release and will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors or the Chapter 11 Cases.**

### AM I REQUIRED TO CONSENT TO THE THIRD-PARTY RELEASE? HOW CAN I OPT OUT?

You are **not** required to consent to the Third-Party Release. You may opt out of the Third-Party Release by checking the opt-out box in Item 2 of this Opt-Out Form. The treatment of your Claim or Interest under the Plan will not be affected in any way if you opt out of the Third-Party Release.

For the avoidance of doubt, all Consenting Stakeholders have agreed to grant the Third-Party Release pursuant to the Restructuring Support Agreement, regardless of whether or not they check the applicable box to opt out.

### WHEN IS MY OPT-OUT FORM DUE?

Your Opt-Out Form must be completed, executed, and returned so as to be **actually received** by the Solicitation Agent on or before the Opt-Out Deadline at **4:00 p.m. (ET) on January 30, 2026** (unless this deadline is extended). You are not required to submit this Opt-Out Form, but if the Plan is confirmed, you will be bound by the Third-Party Release regardless of whether you submitted the Opt-Out Form.

If an Opt-Out Form is received by the Solicitation Agent after the Opt-Out Deadline, any opt out election therein will not be effective.

### **HOW DO I SUBMIT MY OPT-OUT FORM?**

You may submit your Opt-Out Form in paper form or electronically through the Solicitation Agent's online portal (the "**E-Ballot Portal**"), in each case by following the instructions below. The method of delivery of your Opt-Out Form is at your election and risk, as delivery will be timely only if the Solicitation Agent *actually receives* your executed Opt-Out Form on or before the Opt-Out Deadline. In all cases, Holders should allow sufficient time to assure timely delivery.

To submit your Opt-Out Form in paper form, you must complete, sign, and date the Opt-Out Form and return it (with the original signature) via first-class mail, overnight courier, or hand delivery to the Solicitation Agent at:

United Site Services Ballot Processing Center  
c/o KCC dba Verita Global  
222 N. Pacific Coast Hwy., Suite 300  
El Segundo, CA 90245

To coordinate hand delivery, email the Solicitation Agent at [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) with a reference to "USS" in the subject line at least 24 hours in advance to provide the anticipated date and time of delivery. Be sure to sign and date your Opt-Out Form.

To submit your Opt-Out Form electronically, go to the E-Ballot Portal, at <https://www.VeritaGlobal.net/USS>. Then, click on the "Submit E-Ballot" link and follow the instructions. You will need the following information to retrieve and submit your customized electronic Opt-Out Form.

Unique ID#: \_\_\_\_\_

Unique Pin: \_\_\_\_\_

**The E-Ballot Portal is the sole manner in which Opt-Out Forms will be accepted via electronic or online transmission. Opt-Out Forms will not be accepted by fax, email, or other electronic means.**

**If you choose to submit your Opt-Out Form via the E-Ballot Portal, you should not also return a hard copy of your Opt-Out Form.**

Email [USSinfo@VeritaGlobal.com](mailto:USSinfo@VeritaGlobal.com) for assistance with any technical difficulties.

### **WILL MY OPT-OUT FORM COUNT?**

Your Opt-Out Form will be counted only if it is completed and signed as provided herein and is *actually received* by the Solicitation Agent on or before the Opt-Out Deadline. If you submit multiple Opt-Out Forms, only the last Opt-Out Form that is received on time and completed properly will be counted; it will supersede and revoke all earlier Opt-Out Forms you

may have submitted. However, if you submit valid and timely Opt-Out Forms both in paper form and through the E-Ballot Portal, only the submission through the E-Ballot Portal will be counted, even if the paper Opt-Out Form is received later.

Additionally, the following Opt-Out Forms will not be counted:

- any Opt-Out Form that is delivered to anyone other than the Solicitation Agent (including the Debtors, the Debtors' legal or financial advisors, the Court, or any agent of the Debtors other than the Solicitation Agent);
- any Opt-Out Form that is transmitted via fax, email, or other electronic means (other than through the E-Ballot Portal) or that is transmitted other than as specifically set forth in the Opt-Out Form;
- any Opt-Out Form that is illegible;
- any Opt-Out Form that contains insufficient information to permit the identification of the Holder of the Claim;
- any Opt-Out Form cast by or on behalf of an entity that is not entitled to opt-out of the Third-Party Release;
- any Opt-Out form that is not clearly marked to opt out of the Third-Party Release;
- any unsigned Opt-Out Form; and
- any non-original Opt-Out Form (excluding electronic Opt-Out Forms submitted through the E-Ballot Portal).

**Please be sure to sign and date your Opt-Out Form.** If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to your Opt-Out Form.

#### **WHAT ARE MY CLAIMS AGAINST OR INTERESTS IN THE DEBTORS?**

You have received this Notice because the Solicitation Agent has information suggesting that you hold a Claim or Interest that is conclusively deemed to reject the Plan. However, this Notice (including, for the avoidance of doubt, this Opt-Out Form) does not constitute a proof of claim, a proof of interest, or an assertion or admission that you hold a Claim against or Interest in any Debtor.

The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Third-Party Release.



**I HAVE FURTHER QUESTIONS ABOUT THIS NOTICE.**

If you have any questions about this Notice or the procedures for submitting an Opt-Out Form, please email or call the Solicitation Agent at USSinfo@VeritaGlobal.com, (877) 634-7164 (domestic toll-free) or +1 (424) 236-7220 (international).

The Solicitation Agent cannot answer legal questions regarding the Plan. For legal assistance (including regarding the Plan or the Third-Party Release), please consult your own counsel.

*[Remainder of page intentionally left blank]*

## OPT-OUT FORM

Before completing this Opt-Out Form, please read and follow the enclosed “Instructions for Completing Opt-Out Form” carefully to ensure that you complete, execute, and return this Opt-Out Form properly.

### ITEM 1: CLAIM OR INTEREST

The undersigned certifies that, as of December 22, 2025 (the “**Voting Record Date**”), the undersigned was the Holder of a Claim or Interest in one or more of the following Class(es) that is deemed to reject the Plan:

| Class | Claims and Interests      | Status   | Voting Rights                              |
|-------|---------------------------|----------|--|
| 11    | Existing Equity Interests | Impaired | Not entitled to vote /<br>Deemed to reject |
| 12    | Subordinated Claims       | Impaired | Not entitled to vote /<br>Deemed to reject |

If the Plan is confirmed and consummated, Holders of the Allowed Claims and Interests listed in the above Classes will receive the following treatment:

- Class 11 (Existing Equity Interests): If Reorganized Parent is a direct or indirect non-Debtor parent of USS Parent or another Entity that upon the consummation of the Restructuring Transactions will directly or indirectly own all of the assets of USS Parent, then the Holders of Existing Equity Interests shall receive no recovery or distribution on account of such Existing Equity Interests and the Existing Equity Interests shall be Reinstated solely for the purposes of maintaining the corporate ownership of USS Parent as contemplated by the Plan and the Restructuring Transactions. If Reorganized Parent is USS Parent, then all Existing Equity Interests shall be discharged, cancelled, released, and extinguished upon the Effective Date and will be of no further force or effect, and Holders of Existing Equity Interests will not receive any distributions on account of such Existing Equity Interests.
- Class 12 (Subordinated Claims): All Subordinated Claims, if any, shall be discharged, cancelled, released, and extinguished on the Effective Date and shall be of no further force or effect, and Holders of Subordinated Claims will not receive any distributions on account of such Subordinated Claims.

### ITEM 2: OPT-OUT OF THIRD-PARTY RELEASE

The Plan contains the Third-Party Release set forth below. **You may opt out of the Third-Party Release by checking the box that follows the text of the Third-Party Release.** If you opt out of granting the Third-Party Release, you will not be a Released Party even if you would otherwise be entitled to be a Released Party.

The Third-Party Release and related provisions of the Plan are as follows:

*Definition of “Released Parties”:*

Means, collectively, and in each case solely in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit RCF Facility Parties, (viii) the Exit ABL Facility Parties, (ix) the ERO Backstop Parties, (x) the Sponsor, and (xi) each Related Party of each of the foregoing Persons in clauses (i) through (x); *provided, however,* that any Holder of a Claim or Interest that (x) files an objection to the Plan, (y) opts out of the Third-Party Release, or (z) is listed in the Retained Causes of Action Schedule, as applicable, shall not be a “Released Party”; *provided further, however,* that notwithstanding the preceding proviso, any Holder of a Claim or Interest that is party to or has otherwise signed the Restructuring Support Agreement shall be a Released Party and Releasing Party for all purposes under the Plan.

*Definition of “Releasing Parties”:*

Means, collectively, and in each case in their capacity as such, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Consenting Stakeholders, (iv) each of the First-Out Notes Trustee, the First-Out/Second-Out Agent, the ABL Agent, and the Intercompany Credit Agreement Agent, (v) the DIP Agent and the DIP Lenders, (vi) the Exit Term Loan Parties, (vii) the Exit ABL Facility Parties and Exit RCF Facility Parties, (viii) the ERO Backstop Parties, (ix) the Sponsor, (x) each Related Party of each of the foregoing Persons in clauses (i) through (ix), (xi) the Holders of Claims or Interests who vote to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xii) the Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the Third-Party Release, (xiii) the Holders of Claims or Interests who abstain from voting on the Plan and who do not affirmatively opt out of the Third-Party Release, (xiv) the Holders of Claims or Interests who are deemed to reject the Plan and who do not affirmatively opt out of the Third-Party Release, and (xv) the Holders of Claims or Interests who vote to reject the Plan and who do not affirmatively opt out of the Third-Party Release; *provided* that each Holder of Claims or Interests that is party to or has otherwise signed the Restructuring Support Agreement shall not opt out of the Third-Party Releases. For the avoidance of doubt, unless expressly indicated on a Ballot voting to accept the Plan, the Revolving Credit Lenders participating in this Plan are doing so only in their capacity as holders of First-Out

Revolving Loans Claims or ABL Facility Claims as of the Petition Date, and any actions taken by the Revolving Credit Lenders in connection with the Plan and the Restructuring Transactions as well as any releases provided in connection with the Plan are only with respect to such lender's interest in the First-Out Revolving Loans Claims or ABL Facility Claims that are now owned or subsequently acquired by the Revolving Credit Lenders. In addition, the provisions of this Plan shall only apply to such trading desk(s), fund(s), account, branch, unit and/or business group(s) that have a beneficial interest in such Claim and shall not apply to any other trading desk(s), fund(s), account, branch, unit and/or business group(s) of the Revolving Credit Lenders, which, so long as they are not acting at the direction of or for the benefit of such Revolving Credit Lender or such Revolving Credit Lender's investment in the Debtor, will not be considered "Releasing Parties" under the Plan.

*Third-Party Release (Article VIII.E of the Plan):*

**Notwithstanding anything contained herein or the Confirmation Order to the contrary, pursuant to Bankruptcy Code section 1123(b), in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, on and after the Effective Date, each Releasing Party (in each case on behalf of itself and its respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in**

part, the Debtors, the Estates, or the Reorganized Debtors (in each case, including the capital structure, management, direct or indirect ownership or operation thereof), the purchase, sale, or rescission of any security of any Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring or the Chapter 11 Cases, the business or contractual arrangements or interactions between any Debtor, or Reorganized Debtor and any other Person, the Restructuring Transactions, the Restructuring Support Agreement, any Definitive Documents, the 2024 Transactions, the 2024 Transactions Documents, the DIP Facility the DIP Orders, the DIP Facility Documents, the Disclosure Statement, the Plan Supplement, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, the Equity Rights Offering, the ERO Backstop Agreement, the ERO Documents, the Exit ABL Facility, the Exit ABL Facility Documents, the Management Incentive Plan, the Plan, the Plan Supplement the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring or the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (the “Third-Party Release”, and together with the Debtor Release, the “Releases”). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not (i) release any Causes of Action identified in the Schedule of Retained Causes of Action, (ii) release any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Exit Term Loan Facility Documents, the Exit RCF Facility Documents, ERO Documents, Exit ABL Facility Documents, or any Claim or obligation arising under the Plan, and any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions, (iii) affect the rights of any Holder of Allowed Claims to receive distributions under the Plan, (iv) release any claims or Causes of Action

against any non-Released Parties, (v) release Claims or Causes of Action arising out of or relating to any act or omission of a Released Party that constitutes actual fraud or willful misconduct, each solely to the extent as determined by a Final Order of a court of competent jurisdiction, or (vi) release any lender under either the First-Out/Second-Out Credit Agreement or ABL Credit Agreement of any indemnification or contribution claims held by the prepetition First-Out/Second-Out Agent or the ABL Agent.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (i) consensual; (ii) essential to the Confirmation; (iii) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing this Plan; (iv) a good faith settlement and compromise of the claims or Causes of Action released by the Third-Party Release; (v) in the best interests of the Debtors and their Estates; (vi) fair, equitable, and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

*Injunction (Article VIII.G of the Plan):*

Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action or liabilities that have been released, discharged, or are subject to exculpation hereunder are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such

claims or interests or Causes of Action or liabilities; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the respective property or estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities unless such Entity has timely asserted such setoff, subrogation, or recoupment right in a document filed with the Court explicitly preserving such right; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action or liabilities released or settled pursuant to the Plan.

By accepting distributions under the Plan, each Holder of an Allowed Claim or Interest extinguished, discharged, exculpated or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunction set forth above.

The injunction set forth above shall extend to any successors of the Debtors, the Reorganized Debtors, the Released Parties, the Exculpated Parties, and their respective property and interests in property. No Person or Entity (including any Person or Entity that has elected to opt out of the Third-Party Releases) may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII [of the Plan], without the Court (1) first determining, after notice and a hearing, that such Claim or Cause of Action (a) is not subject to the Releases and (b) represents a colorable Claim or Cause of Action, and (2) specifically authorizing such Person or Entity to bring such Claim or Cause of Action.

**If you decline to check the opt-out box in this Item 2, you will be deemed to have consented to the Third-Party Release quoted above, and you will be deemed to have unconditionally, irrevocably, and permanently released and discharged the Released Parties from, among other things, any and all claims that relate to the Debtors.**

Check the following box **only** if you wish to opt out of the Third-Party Release:

☐ **Opt out** of the Third-Party Release

### ITEM 3: CERTIFICATIONS

By signing this Opt-Out Form, you certify to the Court and the Debtors that:

- as of the Voting Record Date, you are either (a) the Holder of the Claims or Interests set forth in Item 1 or (b) an authorized signatory for an Entity or Person that is the Holder of Claims or Interests set forth in Item 1;
- you have (or, in the case of an authorized signatory, your principal has) made the same election with respect to the Third-Party Release on account of all of your (or your principal's) Claims or Interests set forth in Item 1;
- you have received a copy of this Notice and acknowledge that this Opt-Out Form is made pursuant to the terms and conditions set forth herein; and
- no other Opt-Out Form(s) with respect to the Claims or Interests set forth in Item 1 have been submitted or, if any other Opt-Out Form(s) have been submitted with respect to such Claims or Interests, then any such earlier Opt-Out Form(s) are hereby revoked.

**Your receipt of this Opt-Out Form does not signify that your Claim has been or will be Allowed.**

**Name of Holder:** \_\_\_\_\_  
(print or type)

**Signature:** \_\_\_\_\_

**Signatory Name:** \_\_\_\_\_  
(print or type)

**Signatory Title:** \_\_\_\_\_



|                        |       |
|------------------------|-------|
| <b>Address:</b>        | <hr/> |
|                        | <hr/> |
| <b>Telephone:</b>      | <hr/> |
| <b>Email:</b>          | <hr/> |
| <b>Date Completed:</b> | <hr/> |

If your address or contact information has changed, please note the new information here.

**EXHIBIT H TO SCHEDULING MOTION**  
**EQUITY RIGHTS OFFERING PROCEDURES**

**UNITED SITE SERVICES, INC.<sup>1</sup>**

**RIGHTS OFFERING PROCEDURES<sup>2</sup>**

To Eligible Participants:

The Plan provides for the Debtors to conduct the Rights Offering pursuant to which Eligible Participants<sup>3</sup> may purchase New Common Shares issued by PECF USS Intermediate Holding II Corporation (the “Company”) (or as determined by the Company in accordance with the ERO Backstop Agreement, (i) a current or future non-debtor parent entity of the Company or (ii) any other current or future non-debtor entity that, in each case (i) and (ii), will upon the consummation of the Restructuring Transactions, directly or indirectly own all of the assets of the Company) in accordance with these Rights Offering Procedures.

Any Subscription Rights issued pursuant to the Rights Offering, any Rights Offering Shares, all Unsubscribed Securities (as defined below) and any Direct Investment Shares offered and issued to the Commitment Parties pursuant to the ERO Backstop Agreement, will be exempt from the registration requirements of the Securities Act pursuant to Rule 506(b) of Regulation D promulgated under the Securities Act or Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption under the Securities Act. Any ERO Backstop Premium Shares offered and issued to the Commitment Parties pursuant to the ERO Backstop Agreement, will be exempt from the registration requirements of the Securities Act pursuant to Section 1145 of the Bankruptcy Code.

You should read these Rights Offering Procedures in their entirety. Key provisions are highlighted below:

- Pursuant to the Plan and the ERO Backstop Agreement, 30% of the Issued Shares will be offered (the “Direct Investment Shares”) by subscription to each Commitment Party in consideration for the commitment of each Commitment Party to backstop the Rights Offering pursuant to the Rights Offering Backstop Commitment and the remaining 70% of

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<sup>1</sup> The Rights Offering Procedures and the Rights Offering Materials are subject to ongoing review and revision in all respects by the Debtors, in consultation with the Required Commitment Parties, including as set forth in the RSA and the ERO Backstop Agreement.

<sup>2</sup> Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Debtors’ *Joint Chapter 11 Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates*, dated December 28, 2025 (as may be amended from time to time in accordance with its terms, the “Plan”), or the ERO Backstop Agreement.

<sup>3</sup> “Eligible Participants” means to (a) a holder of record of Second-Out Claims or Amended Term Loan Claims, as applicable, as of the Record Date; (b) either (i) a “qualified institutional buyer,” as such term is defined in Rule 144A under the Securities Act, (ii) a non-U.S. person as defined under Regulation S under the Securities Act, or (iii) an institutional “accredited investor” within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) under the Securities Act; and (c) if such holder of record of Second-Out Claims or Amended Term Loan Claims, as applicable, is resident, located or has a registered office in any member state of the European Economic Area or the United Kingdom, such holder must be an EU/UK Qualified Investor and, in case of each of (a), (b) and (c) who provides the Eligible Participant Certification set forth in Exhibit A hereto.

which will be offered (the “Rights Offering Shares” and such amount, the “General Rights Offering Amount”) pursuant to the Rights Offering to Eligible Participants on a ratable basis for an aggregate cash purchase price of \$480 million less the Adjustment Determination (the “Total Offering Amount”). The purchase price to be paid by an Eligible Participant for Rights Offering Securities (the “Purchase Price”) shall be the amount of the General Rights Offering Amount that such Eligible Participant properly elects to pay for the Rights Offering Securities pursuant to these Rights Offering Procedures.

- If you exercise your Subscription Rights in connection with the Rights Offering, you will have to deliver the Subscription Form (as defined herein), including the Eligible Participant Certification, to Kurtzman Carson Consultants d/b/a Verita Global (the “Rights Offering Subscription Agent”) and, unless you are a Commitment Party, including the entities that have acceded to the ERO Backstop Agreement in accordance with its terms on or before the date that is five (5) Business Days after the commencement of Solicitation, **PAY** your Purchase Price in connection with such exercise in accordance with the procedures described below. There will be no over-subscription privilege in connection with the Rights Offering.
- Notwithstanding the foregoing, pursuant to and in accordance with the ERO Backstop Agreement, the Commitment Parties (in their capacities as Eligible Participants) must exercise all of their Subscription Rights in full at or prior to the Subscription Expiration Deadline (as defined below) and pay their respective Purchase Price in accordance with the ERO Backstop Agreement.
- Pursuant to and in accordance with the ERO Backstop Agreement and the Backstop Agreement Order, if following the Subscription Expiration Deadline, there remain any unexercised Subscription Rights, the Commitment Parties shall purchase, severally and not jointly, their applicable portion of the Unsubscribed Securities in accordance with the terms and conditions set forth in the ERO Backstop Agreement and these Rights Offering Procedures.
- Eligible Participants other than the Commitment Parties are not required to exercise any of their Subscription Rights, but they may if they wish to do so and follow the required procedures.
- An Eligible Participant may designate a Related Purchaser (a “Designee”) to receive all or part of its New Common Shares by completing Item 5 of the Subscription Form.
- Note that, except as contemplated by the ERO Backstop Agreement, the Subscription Rights will not be transferable on or after the Record Date, *provided*, that Holders shall be permitted to have all or a portion of their New Common Shares delivered to a Designee without the need to Transfer any Allowed Second-Out Claims or Allowed Amended Term Loan Claims or Subscription Rights to such Designee. The Allowed Second-Out Claims or Allowed Amended Term Loan Claims with respect to which such Subscription Rights were allocated, will continue to trade, subject to such limitations, if any, that would be applicable to the transferability of the underlying Allowed Second-Out Claims or Allowed Amended Term Loan Claims;

Additional information regarding the Rights Offering is provided in this document and in the Subscription Form enclosed with this document. Eligible Participants should carefully review this document and the Subscription Form in their entirety. **The Subscription Rights distributed and issued pursuant to these Rights Offering Procedures and the Rights Offering Securities<sup>4</sup> distributed and issued in connection with the exercise of such Subscription Rights (as well as the New Common Shares issued in satisfaction of the ERO Backstop Premium to the applicable Commitment Parties pursuant to the ERO Backstop Agreement), are being issued and distributed by the Company without registration under the Securities Act.**

**Any Subscription Rights issued pursuant to the Rights Offering, any Rights Offering Shares, all Unsubscribed Securities and any Direct Investment Shares offered and issued to the Commitment Parties pursuant to the ERO Backstop Agreement, will be exempt from the registration requirements of the Securities Act pursuant to Rule 506(b) of Regulation D promulgated under the Securities Act or Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption under the Securities Act. Therefore, such securities will be subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law. You should consult your legal advisor with respect to the consequences of holding “restricted securities,” including any relevant transfer limitations thereon. Any ERO Backstop Premium Shares offered and issued to the Commitment Parties pursuant to the ERO Backstop Agreement, will be exempt from the registration requirements of the Securities Act pursuant to Section 1145 of the Bankruptcy Code.**

**Neither the distribution of the Subscription Rights nor the offer and sale of the New Common Shares issued and distributed following the Rights Offering pursuant to these Rights Offering Procedures have been nor will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.**

**Eligible Participants are permitted to designate Designees (as defined herein) to participate in the Rights Offering and/or to receive the New Common Shares without the need to transfer any Allowed Second-Out Claims or Allowed Amended Term Loan Claims to such Designee.<sup>5</sup> Note that the Subscription Rights will not be transferable on or after the Record Date, *provided*, that Holders shall be permitted to have all or a portion of their New Common Shares delivered to a Designee without the need to Transfer any Allowed Second-Out Claims or Allowed Amended Term Loan Claims or Subscription Rights to such Designee. The Allowed Second-Out Claims or Allowed Amended Term Loan Claims with respect to which such Subscription Rights were allocated, will continue to trade,**

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<sup>4</sup> As used in these Rights Offering Procedures, the term “Rights Offering Securities” refers to the aggregate number of New Common Shares (including Unsubscribed Securities) issuable in accordance with these Rights Offering Procedures.

<sup>5</sup> For the avoidance of doubt, any references to actions that must or may be taken by an Eligible Participant apply equally to a Designee hereunder.

subject to such limitations, if any, that would be applicable to the transferability of the underlying Allowed Second-Out Claims or Allowed Amended Term Loan Claims.

The exercise of the Subscription Rights, once made, cannot be revoked after the Subscription Expiration Deadline unless the Rights Offering is terminated.

The Disclosure Statement is being distributed in connection with the Debtors' solicitation of votes to accept or reject the Plan and sets forth important information, including risk factors, that should be carefully read and considered by each Eligible Participant prior to making a decision to participate in the Rights Offering. Electronic copies of the Disclosure Statement are available on the Debtors' restructuring website at [www.veritaglobal.net/uss](http://www.veritaglobal.net/uss).

The Rights Offering is being conducted by the Debtors in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, or an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.

The distribution or communication of these Rights Offering Procedures and the issuance of the New Common Shares in certain jurisdictions may be restricted by applicable law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offering Procedures may not be distributed or communicated, and the New Common Shares may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription, or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval, or authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws. Further, the New Common Shares offered hereby have not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense.

Each certificate evidencing Subscription Rights and Unsubscribed Securities, and each certificate issued in exchange for or upon the transfer, sale, or assignment of any such securities, shall be stamped or otherwise imprinted with a legend (the "Securities Legend") in substantially the following form:

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION**

**STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.**

**To the extent any uncertificated securities are issued to an Eligible Participant, such securities shall be subject to a restrictive notation substantially similar to the Securities Legend in the stock ledger or other appropriate records maintained by the Company or its agent and the term “Securities Legend” shall include such restrictive notation.**

Eligible Participants should note the following times relating to the Rights Offering:

| Date                                      | Calendar Date                                     | Event   |
|---|---|---|
| <u>“Record Date”</u>                      | January 16, 2026                                  | The date fixed by the Debtors for the determination of the holders eligible to participate in the Rights Offering.  |
| <u>“Subscription Commencement Date”</u>   | January 22, 2026                                  | Commencement of the Rights Offering and the first date on which Eligible Participants receive copies of these Rights Offering Procedures, the Subscription Form, including the Eligible Participant Certification, and may exercise Subscription Rights.  |
| <u>“Subscription Expiration Deadline”</u> | 5:00 p.m. New York City Time on February 12, 2026 | <p>The deadline for Eligible Participants to exercise Subscription Rights and subscribe for the Subscription Securities.</p> <p><i>For All Eligible Participants Participating in the Rights Offering</i></p> <p>Eligible Participants (or their Designees, if any) must deliver their subscription form with an accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable (the <u>“Subscription Form, including the Eligible Participant Certification, and supporting documentation to the Rights Offering Subscription Agent.</u></p> <p><i>For All Non-Commitment Parties</i></p> <p>Each Eligible Participant who is not a Commitment Party and who elects to participate in the Rights Offering must deliver a wire transfer of its respective Purchase Price for its Subscription Securities no later than the Subscription Expiration Deadline. <b>Except as contemplated by the ERO Backstop Agreement, after Subscription Rights are exercised with respect to any Allowed Second-Out Claims or Allowed Amended Term Loan Claims, any purported trading, assignment, or transfer of such Allowed Second-Out Claims or Allowed Amended Term Loan Claims shall be deemed null and void.</b></p> <p><i>For Commitment Parties Only</i></p> <p>Eligible Participants who are Commitment Parties shall not be required to pay their respective Purchase</p> |



| Date | Calendar Date | Event  |
|------|---------------|--|
|      |               | Price for their Subscription Securities until the Escrow Account Funding Date in accordance with the terms of the ERO Backstop Agreement.  |
|      |               | Commitment Parties (and their Designees, as applicable) shall have the right, but not the obligation, to satisfy any portion of their Funding Amount through the direct application and netting of outstanding DIP Claims and First-Out Debt Claims, as applicable, held by such Commitment Party or any of its Related Purchasers against the Purchase Price payable in respect of the Rights Offering. |

The Debtors filed the Plan dated December 28, 2025 and the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates* (as may be amended from time to time in accordance with its terms, the “Disclosure Statement”) dated December 28, 2025.

### ***The Rights Offering***

Pursuant to and subject to the terms hereof, Eligible Participants are being given notice of their rights to acquire the Subscription Securities.

Pursuant to the Plan, each Eligible Participant (other than a Commitment Party) will have the right, but not the obligation, to participate in the Rights Offering in respect of their Subscription Rights for the Subscription Securities; *provided, however*, that Eligible Participants that are Commitment Parties must exercise their Subscription Rights in full, pursuant to the ERO Backstop Agreement. In the event of any conflict between these Rights Offering Procedures or any Subscription Form and the terms of the ERO Backstop Agreement, the terms of the ERO Backstop Agreement will control.

### ***Allocation of Subscription Securities***

Subject to the terms and conditions set forth in the Plan, the ERO Backstop Agreement, these Rights Offering Procedures and the Subscription Form:

(a) Pursuant to the Plan and the ERO Backstop Agreement, the Direct Investment Shares will be offered by subscription to each Commitment Party in consideration for the commitment of each Commitment Party to backstop the Rights Offering pursuant to the Rights Offering Backstop Commitment and the Rights Offering Shares will be offered pursuant to the Rights Offering to Eligible Participants on a ratable basis for an aggregate cash purchase price equal to the Total Offering Amount.

(b) Each Eligible Participant that holds Allowed Second-Out Claims or Allowed Amended Term Loan Claims is entitled to participate in the Rights Offering to subscribe for up to its respective Maximum Subscription Amount.

(c) Each Commitment Party has committed to purchase (on a several and not joint basis) (i) its respective Maximum Subscription Amount and (ii) its Backstop Final Allocated Percentage of the Unsubscribed Securities, in each case (i) and (ii) subject to reduction through the Adjustment Determination pursuant to the ERO Backstop Agreement as described below.

No Eligible Participant or its Designee(s) shall be entitled to participate in the Rights Offering unless it (i) properly executes and delivers its executed Subscription Form, including the Eligible Participant Certification, and, (ii) except if such Eligible Participant is a Commitment Party, pays the Purchase Price for the Subscription Securities for which it subscribes, and such Purchase Price is received by the Rights Offering Subscription Agent at or prior to the Subscription Expiration Deadline.

**No interest is payable on any advance funding of the Purchase Price for the Subscription Securities. If the Rights Offering is terminated for any reason or subject to a**

**reduction pursuant to the Plan, all or the applicable portion of the Purchase Price for the Subscription Securities previously received by the Rights Offering Subscription Agent will be returned to Eligible Participants as provided in Section 6 herein. No interest will be paid on any returned Purchase Price.**

**To participate in the Rights Offering, an Eligible Participant must complete all of the steps outlined below at or prior to the Subscription Expiration Deadline. If an Eligible Participant does not complete all of the steps outlined below at or prior to the Subscription Expiration Deadline, such Eligible Participant shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering; provided, that the Commitment Parties (in their capacities as Eligible Participants) shall not be required to pay their respective Purchase Price until the Escrow Account Funding Date in accordance with Section 2.4(c) of the ERO Backstop Agreement or, in the case of Commitment Parties that are Investment Companies, on the Plan Effective Date in accordance with Section 2.4(a) of the ERO Backstop Agreement.**

**The Commitment Parties have already been designated and are known to the Debtors.**

Special Note for Commitment Parties. Commitment Parties are not required to make payment of their Purchase Price for the Subscription Securities for which they subscribe at or prior to the Subscription Expiration Deadline, and instead must provide their payment at or prior to the Escrow Account Funding Date in accordance with Section 2.4(c) of the ERO Backstop Agreement or, in the case of Commitment Parties that are Investment Companies, on the Plan Effective Date in accordance with Section 2.4(a) of the ERO Backstop Agreement.

**The rights and obligations of the Commitment Parties in the Rights Offering shall be governed by the ERO Backstop Agreement. To the extent the rights and obligations set forth therein differ from the rights and obligations set forth in these Rights Offering Procedures or any Subscription Form, the ERO Backstop Agreement shall control.**

**1. Rights Offering**

Eligible Participants have the right, but not the obligation, to participate in the Rights Offering; *provided, however*, that Eligible Participants that are Commitment Parties must fully exercise their Subscription Rights pursuant to the ERO Backstop Agreement.

On the Plan Effective Date, the Company will offer and sell New Common Shares in an amount equal to the General Rights Offering Amount for the Purchase Price. Pursuant to the terms of the Plan and the ERO Backstop Agreement, the Total Offering Amount may be reduced pursuant to the Adjustment Determination dollar for dollar to the extent that the Plan Effective Date Projected Liquidity exceeds \$150 million. If the Total Offering Amount is subject to such a reduction pursuant to the Adjustment Determination, the applicable portion of the Purchase Price for the Subscription Securities previously received by the Rights Offering Subscription Agent will be returned to Eligible Participants as provided in Section 6 herein. No interest will be paid on any returned Purchase Price.

Subject to the terms and conditions set forth in the Plan, the ERO Backstop Agreement, these Rights Offering Procedures, the Subscription Form, including the Eligible Participant Certification, each Eligible Participant of Allowed Second-Out Claims or Allowed Amended Term Loan Claims is entitled to subscribe for the Subscription Securities up to its Maximum Subscription Amount.

There will be no over-subscription privilege in the Rights Offering. Any of the Subscription Securities that have not been duly subscribed for by the Eligible Participants in accordance with the Rights Offering Procedures and the Plan (the “Unsubscribed Securities”) will not be offered to other Eligible Participants except the Commitment Parties that have committed to subscribe for such Unsubscribed Securities in accordance with the ERO Backstop Agreement.

The Subscription Securities will be “restricted securities” (within the meaning of Rule 144 promulgated under the Securities Act) and subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law.

**SUBJECT TO THE TERMS AND CONDITIONS OF THESE RIGHTS OFFERING PROCEDURES (AND THE BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY COMMITMENT PARTY), ALL SUBSCRIPTIONS SET FORTH IN THE SUBSCRIPTION FORM ARE IRREVOCABLE.**

## 2. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each Eligible Participant (other than the Commitment Parties) intending to subscribe for the Subscription Securities in the Rights Offering must affirmatively elect to exercise its Subscription Rights in the manner set forth in the Subscription Form at or prior to the Subscription Expiration Deadline and must pay for any exercised Subscription Rights for the Subscription Securities at or prior to the Subscription Expiration Deadline.

Subject to the terms and conditions set forth herein, and except with respect to the Commitment Parties (as otherwise described herein), any exercise (including payment of the Purchase Price) of the Subscription Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise (including payment of the Purchase Price) received by the Rights Offering Subscription Agent after the Subscription Expiration Deadline will not be honored, regardless of when the documents relating to such exercise were sent.

The Subscription Expiration Deadline may be extended by the Debtors or as required by law subject to the terms of the ERO Backstop Agreement.

As more fully described below, in order for an Eligible Participant to purchase Subscription Securities in the Rights Offering, at or prior to the Subscription Expiration Deadline (unless otherwise noted) if it is not a Commitment Party, the Subscription Form, including the Eligible Participant Certification, and such Eligible Participant’s Purchase Price for its Subscription Securities must be received (by wire transfer of immediately available funds) by the Rights Offering Subscription Agent. Commitment Parties are not required to pay their Purchase

Price for their Subscription Securities at or prior to the Subscription Expiration Deadline pursuant to the ERO Backstop Agreement.

3. Delivery of Subscription Documents

Each Eligible Participant may exercise all or any portion of such Eligible Participant's Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the Subscription Rights, beginning on the Subscription Commencement Date, the Subscription Form, including the Eligible Participant Certification, and these Rights Offering Procedures will be sent to each Eligible Participant, including appropriate instructions for the proper completion, due execution, and timely delivery of the executed Subscription Form, including the Eligible Participant Certification, and the payment of such Eligible Participant's Purchase Price for such Eligible Participant's Subscription Securities.

Notwithstanding anything to the contrary in these Rights Offering Procedures, Eligible Participants that are Commitment Parties must exercise their Subscription Rights in full pursuant to the ERO Backstop Agreement.

4. Exercise of Subscription Rights

An Eligible Participant electing to participate in the Rights Offering must:

- (a) duly complete and execute a Subscription Form (including accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, including the Eligible Participant Certification, in accordance with these Rights Offering Procedures, and (b) deliver its executed Subscription Form, including the Eligible Participant Certification, to the Rights Offering Subscription Agent such that the Subscription Form, including the Eligible Participant Certification, is actually received by the Rights Offering Subscription Agent at or prior to the Subscription Expiration Deadline via electronic mail at [UnitedSiteBallots@veritaglobal.com](mailto:UnitedSiteBallots@veritaglobal.com);
- for Eligible Participants who wish to designate another person to receive their Subscription Securities, complete Item 5 of the Subscription Form with such Designee's information. In accordance with Section 2.3(b) of the ERO Backstop Agreement, Commitment Parties have the right to designate by written notice to the Debtors and the Rights Offering Subscription Agent, no later than three (3) Business Days prior to the Closing Date, that some or all of the New Common Shares that such Commitment Party is obligated to purchase or has the right to receive under the ERO Backstop Agreement be issued in the name of, and delivered to a Related Purchaser of such Commitment Party upon receipt by the Company of payment therefor in accordance with the terms hereof (it being understood that payment by either the Related Purchaser or the Commitment Party shall satisfy the applicable payment obligations of the Commitment Party), in accordance with the conditions set forth in the ERO Backstop Agreement;

- if the Eligible Participant is not a Commitment Party, coordinate payment of its Purchase Price at or prior to the Subscription Expiration Deadline for the Subscription Securities for which it has subscribed by wire transfer **ONLY** of immediately available funds to the Rights Offering Subscription Agent; and
- if the Eligible Participant is a Commitment Party that is not an investment company, make payment of its Purchase Price to the Escrow Account at or prior to the Escrow Account Funding Date in accordance with Section 2.4(c) of the ERO Backstop Agreement.
- The Debtors reserve the right to request reasonable additional documentation and diligence from Eligible Participants electing to participate in the Rights Offering in their reasonable discretion to ensure that such Eligible Participants satisfy the foregoing requirements. Any dispute about whether an Eligible Participant satisfies such requirements shall be finally resolved by the Bankruptcy Court unless otherwise consensually resolved by such Eligible Participant and the Debtors prior to such hearing.

**ALL COMMITMENT PARTIES THAT ARE NOT INVESTMENT COMPANIES MUST MAKE ALL PAYMENTS TO THE ESCROW ACCOUNT IN ACCORDANCE WITH THE BACKSTOP COMMITMENT AGREEMENT.**

*Delivery of the Subscription Documents.* Eligible Participants must deliver their Subscription Form, including the Eligible Participant Certification, to the Rights Offering Subscription Agent at or prior to the Subscription Expiration Deadline via electronic mail at [UnitedSiteBallots@veritaglobal.com](mailto:UnitedSiteBallots@veritaglobal.com).

**E-MAIL IS THE ONLY VALID METHOD OF SUBMISSION AND NO OTHER METHODS WILL BE ACCEPTED. Delivery of the Subscription Form in any way other than as set out above will not constitute a valid exercise of Subscription Rights. Delivery of the Subscription Form to any person other than the Rights Offering Subscription Agent does not constitute delivery to the Rights Offering Subscription Agent.**

*Payment of the Purchase Price.* Payment of the Purchase Price for the Subscription Securities must be made by wire transfer of immediately available funds to the account of the Rights Offering Subscription Agent. Other than with respect to the Commitment Parties, the funds must be received in the account of the Rights Offering Subscription Agent at or prior to the Subscription Expiration Deadline.

In the event that the funds received by the Rights Offering Subscription Agent from any Eligible Participant (other than a Commitment Party) do not correspond to the applicable Purchase Price payable for the Subscription Securities for which such Eligible Participant has elected to subscribe, the submission will be deemed invalid until such irregularities are resolved pursuant to the procedures described in Section 11.

The cash deposited with the Rights Offering Subscription Agent in accordance with these Rights Offering Procedures will be deposited and held by the Rights Offering Subscription Agent in a segregated account. The Rights Offering Subscription Agent may not use such cash for any other purpose prior to the Plan Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Rights Offering Subscription Agent hereunder shall not be deemed part of the Debtors' bankruptcy estates.

5. Designees

An Eligible Participant may designate a Related Purchaser (a "Designee") to receive all or part of its New Common Shares by completing Item 5 of the Subscription Form.

6. Termination/Reduction of Total Offering Amount/Return of Payment

Unless the Plan Effective Date has occurred, the Rights Offering (a) will be deemed automatically terminated without any action of any party upon the earliest of the termination of the ERO Backstop Agreement in accordance with its terms or (b) may be terminated by mutual agreement of the Debtors and the Required Commitment Parties. Pursuant to the terms of the Plan, the Total Offering Amount may be reduced dollar for dollar to the extent that the Plan Effective Date Projected Liquidity exceeds \$150 million.

In the event that (i) the Rights Offering is terminated or (ii) the Total Offering Amount is adjusted pursuant to the Plan, any payments (or, in the case of a reduction in the Total Offering Amount, any excess payments) received pursuant to these Rights Offering Procedures will be returned, without interest, to the applicable Eligible Participant or relevant payee as soon as reasonably practicable, but in any event within seven (7) Business Days after the date of termination or reduction, as applicable, and upon receipt by the Rights Offering Subscription Agent of the final refund instructions from the Debtors (or such earlier date set forth in the ERO Backstop Agreement or the agreement governing the Escrow Account).

7. Revocation; Transfers of Subscription Rights

Once an Eligible Participant has properly exercised its Subscription Rights, subject to the terms and conditions contained in these Rights Offering Procedures (and the ERO Backstop Agreement in the case of any Commitment Party), such exercise will be irrevocable unless the Rights Offering is terminated; *provided*, that the amount of such subscription may be decreased pursuant to Section 1 hereof. Eligible Participants are permitted to designate Designees to participate in the Rights Offering and/or to receive the New Common Shares without the need to transfer any Allowed Second-Out Claims or Allowed Amended Term Loan Claims to such Designee. Note that the Subscription Rights will not be transferable on or after the Record Date, *provided*, that Holders shall be permitted to have all or a portion of their New Common Shares delivered to a Designee without the need to Transfer any Allowed Second-Out Claims or Allowed Amended Term Loan Claims or Subscription Rights to such Designee. The Allowed Second-Out Claims or Allowed Amended Term Loan Claims with respect to which such Subscription Rights were allocated, will continue to trade, subject to such limitations, if any, that would be applicable to the transferability of the underlying Allowed Second-Out Claims or Allowed Amended Term Loan Claims.

8. Settlement of the Rights Offering and Distribution of the New Common Shares

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offering Procedures, and the occurrence of the Plan Effective Date.

The Debtors intend that the New Common Shares will be issued by the Company in book-entry form on the books and records of the transfer agent directly to each applicable Eligible Participant or its Designee and such Eligible Participant or its Designee will be the holder of record.

The Subscription Securities and the Unsubscribed Securities will bear the Securities Legend indicating that the securities may not be sold or otherwise transferred unless such securities are registered with the SEC pursuant to the Securities Act and comply with any applicable state or local law requiring registration of securities, or such sale or transfer is exempt from the registration requirements of the Securities Act and any applicable state or local law.

9. No Minimum Denominations

There is no minimum principal amount of Allowed Second-Out Claims or Allowed Amended Term Loan Claims with respect to which Subscription Rights may be exercised.

10. Fractional Shares

All allocations of the New Common Shares will be calculated and rounded down to the nearest whole unit and no fractional units will be issued. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded amounts.

11. Validity of Exercise of Subscription Rights

Except as otherwise provided herein, all questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights will be determined in good faith by the Debtors, in consultation with the Commitment Parties, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. Subject to the foregoing, the Debtors may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, in consultation with the Commitment Parties, the purported exercise of any Subscription Rights. Subscriptions will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith, in consultation with the Commitment Parties. In addition, the Rights Offering Subscription Agent shall have no obligation to notify parties of or cure any defects to the forms returned in exercising the Subscription Rights.

**As noted above, before exercising any Subscription Rights, Eligible Participants should carefully read the Disclosure Statement and the Plan in their entirety for information relating to the Debtors and the risk factors to be considered in deciding whether to participate in the Rights Offering.**



All calculations, including, to the extent applicable, the calculation of (a) the value of any Eligible Participant's Allowed Second-Out Claims or Allowed Amended Term Loan Claims for the purposes of the Rights Offering and (b) any Eligible Participant's Maximum Subscription Amount shall be made in good faith by the Debtors and in accordance with any claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

12. Modification of Procedures

The Debtors reserve the right, subject to the terms of the ERO Backstop Agreement, to modify these Rights Offering Procedures, or adopt additional procedures consistent with these Rights Offering Procedures; *provided, however*, that the Debtors shall provide prompt written notice (the "Modification Notice") to the Eligible Participants of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date by: (i) posting the Modification Notice on the Rights Offering Subscription Agent's website at [www.veritaglobal.net/uss](http://www.veritaglobal.net/uss) or by providing such notice to each Eligible Participant (in accordance with standard noticing procedures); and (ii) filing a copy of the Modification Notice on the docket of the Debtors' Chapter 11 Cases. In so doing, the Debtors may execute and enter into agreements and take further action that the Debtors determine in good faith is necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the Rights Offering Securities and New Common Shares issued in satisfaction of the ERO Backstop Premium.

The Debtors reserve the right to request reasonable additional documentation and diligence from any participant in the Rights Offering to confirm that such participant is an Eligible Participant (or its Designee).

13. Inquiries and Transmittal of Documents; Rights Offering Subscription Agent

Questions relating to the Rights Offering should be directed to the Rights Offering Subscription Agent as follows (a) calling 877-634-7164 (US/Canada Toll Free) or 424-236-7220 (International) or (b) emailing [UnitedSiteBallots@veritaglobal.com](mailto:UnitedSiteBallots@veritaglobal.com) (please reference "USS Rights Offering" in the subject line). Please note that the Rights Offering Subscription Agent is only able to respond to procedural questions regarding the Rights Offering, and cannot provide any information beyond that included in these Rights Offering Procedures and the Subscription Forms.

The risk of non-delivery of any instructions, documents, and payments to the Rights Offering Subscription Agent is on the Eligible Participant electing to exercise its Subscription Rights and not the Debtors, the Rights Offering Subscription Agent, or the Commitment Parties.

14. Failure to Exercise Subscription Rights

Unexercised Subscription Rights will be forever and irrevocably relinquished at the Subscription Expiration Deadline. If, at or prior to the Subscription Expiration Deadline the Rights Offering Subscription Agent for any reason does not receive from an Eligible Participant (a) a duly completed and executed applicable Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), including the Eligible Participant Certification, and (b) in the case of a non-Commitment Party, payment of its Purchase Price with respect to its

Subscription Securities, such Eligible Participant shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering.

Subject to the terms and conditions set forth herein and in the ERO Backstop Agreement, any attempt to exercise Subscription Rights after the Subscription Expiration Deadline shall be null and void and the Debtors shall not be obligated to honor any such purported exercise received by the Rights Offering Subscription Agent after the Subscription Expiration Deadline regardless of when the documents relating thereto were sent.

**The method of delivery of the applicable Subscription Form, including the Eligible Participant Certification, and/or any other required documents is at each Eligible Participant's option and sole risk. In all cases, you should allow sufficient time to ensure timely delivery of the applicable Subscription Form, including the Eligible Participant Certification, or other required documents at or prior to the Subscription Expiration Deadline. Each Eligible Participant (other than any Commitment Party) must coordinate timely payment of its Purchase Price with respect to the Rights Offering prior to the Subscription Expiration Deadline.**

**UNITED SITE SERVICES, INC.**

**RIGHTS OFFERING INSTRUCTIONS  
FOR ELIGIBLE HOLDERS OF ALLOWED SECOND-OUT CLAIMS OR ALLOWED  
AMENDED TERM LOAN CLAIMS**

Capitalized terms used and not defined herein shall have the meaning assigned to them in the Rights Offering Procedures. To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Complete** Item 1 which includes (a) the name of the “record date” Eligible Participant of such Allowed Second-Out Claims or Allowed Amended Term Loan Claims, and (b) number of Subscription Securities such Eligible Participant elects to subscribe.
2. **Complete** the calculation in Item 1 of your Subscription Form, which calculates the Purchase Price for the Subscription Securities that you elect to purchase.
3. **For Commitment Parties ONLY, confirm** whether you are a Commitment Party pursuant to the representation in Item 2 of your Subscription Form. (This instruction is only for Commitment Parties).
  - **Confirm** whether all or any portion of the Funding Amount will be satisfied through the direct application and netting of outstanding amounts under the DIP Claims and/or the First-Out Debt Claims.
4. **Read and complete** all applicable information, including payment instructions, refund instructions, and registration information in Items 3, 4 and 5 of your Subscription Form.
5. **Read, complete, and sign** the certification in Item 6 of your Subscription Form.
6. **Read, complete, and sign** an IRS Form W-9 if you are a U.S. person. If you are a non U.S. person, read, complete, and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: [www.irs.gov](http://www.irs.gov). Each Designee must complete and sign an IRS Form W-9 or W-8, as applicable.
7. **Read and complete** the Eligible Participant Certification, attached as Exhibit A to the Subscription Form.
8. **Return** your signed Subscription Form (with accompanying Exhibits and accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), including the Eligible Participant Certification, to the Rights Offering Subscription Agent prior to the Subscription Expiration Deadline via electronic mail at [UnitedSiteBallots@veritaglobal.com](mailto:UnitedSiteBallots@veritaglobal.com).
9. **Arrange for the full payment** of the Purchase Price no later than the Subscription Expiration Deadline by wire transfer of immediately available funds, calculated in accordance with Item 1 of your Subscription Form. **The Subscription Expiration Deadline is 5:00 p.m. New York City Time on February 12, 2026.** An Eligible

Participant that is not a Commitment Party should follow the payment instructions as provided in the Subscription Form. An Eligible Participant that is a Commitment Party should follow the payment instructions in the Funding Notice delivered to the Commitment Parties pursuant to the ERO Backstop Agreement.

**EXHIBIT I TO SCHEDULING MOTION**  
**SUBSCRIPTION FORM**

**UNITED SITE SERVICES, INC.<sup>1</sup>**

**SUBSCRIPTION FORM  
FOR RIGHTS OFFERING<sup>2</sup>**

**FOR USE BY ELIGIBLE HOLDERS OF  
ALLOWED SECOND-OUT CLAIMS OR ALLOWED AMENDED TERM LOANS  
CLAIMS  
WITH THE DEBTORS' PLAN DATED December 28, 2025**

**SUBSCRIPTION EXPIRATION DEADLINE**

**The Subscription Expiration Deadline is 5:00 p.m. New York City Time on February 12, 2026.**

**To exercise the Subscription Rights with respect to the Allowed Second-Out Claims or Allowed Amended Term Loan Claims, each Eligible Participant of the underlying Allowed Second-Out Claims or Allowed Amended Term Loan Claims as of the date of any such exercise of Subscription Rights must deliver its Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), including the Eligible Participant Certification, to the Rights Offering Subscription Agent via electronic mail at [UnitedSiteBallots@veritaglobal.com](mailto:UnitedSiteBallots@veritaglobal.com) at or prior to the Subscription Expiration Deadline.**

**Eligible Participants who are not Commitment Parties should coordinate payment of the Purchase Price for receipt at or prior to the Subscription Expiration Deadline.**

**Eligible Participants who are Commitment Parties must deliver the appropriate funding directly to the Escrow Account at or prior to the Escrow Account Funding Date pursuant to the terms of the ERO Backstop Agreement or, in the case of Commitment Parties that are Investment Companies, on the Plan Effective Date in accordance with the ERO Backstop Agreement. In the event of any conflict between this Subscription Form and the terms of the ERO Backstop Agreement, the terms of the ERO Backstop Agreement will control.**

**The Subscription Rights distributed and issued pursuant to the Rights Offering Procedures and the Rights Offering Securities<sup>3</sup> distributed and issued in connection with the exercise of such Subscription Rights, are being issued and distributed by the Company pursuant to the**

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<sup>1</sup> The Rights Offering Procedures and the Rights Offering Materials are subject to ongoing review and revision in all respects by the Debtors, in consultation with the Required Commitment Parties, including as set forth in the RSA and the ERO Backstop Agreement.

<sup>2</sup> Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Debtors' *Joint Chapter 11 Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates*, dated December 28, 2025 (as may be amended from time to time in accordance with its terms, the "Plan"), or the ERO Backstop Agreement or the Rights Offering Procedures, as applicable.

<sup>3</sup> As used in this Subscription Form, the term "Rights Offering Securities" refers to the New Common Shares (including Unsubscribed Securities) issuable in accordance with the Rights Offering Procedures.

**Rights Offering Procedures without registration under the Securities Act of 1933, as amended (the “Securities Act”). Neither the distribution of the Subscription Rights nor the offer and sale of the New Common Shares issued and distributed following the Rights Offering pursuant to the Rights Offering Procedures have been nor will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.**

**Any Subscription Rights issued pursuant to the Rights Offering, any Rights Offering Shares, all Unsubscribed Securities and any Direct Investment Shares offered and issued to the Commitment Parties pursuant to the ERO Backstop Agreement, will be exempt from the registration requirements of the Securities Act pursuant to Rule 506(b) of Regulation D promulgated under the Securities Act or Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption under the Securities Act. Therefore, such securities will be subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration or an applicable exemption from registration under the Securities Act and other applicable law. You should consult your legal advisor with respect to the consequences of holding “restricted securities,” including any relevant transfer limitations thereon. Any ERO Backstop Premium Shares offered and issued to the Commitment Parties pursuant to the ERO Backstop Agreement, will be exempt from the registration requirements of the Securities Act pursuant to Section 1145 of the Bankruptcy Code.**

**Please consult the Plan, the Disclosure Statement and the Rights Offering Procedures (including the “Rights Offering Instructions For Eligible Participants of Allowed Second-Out Claims or Allowed Amended Term Loan Claims” included therein) for additional information with respect to this Subscription Form, including the Eligible Participant Certification.**

**If you have any questions, please contact the Rights Offering Subscription Agent by emailing [UnitedServiceBallots@veritaglobal.com](mailto:UnitedServiceBallots@veritaglobal.com) (please reference “USS Rights Offering” in the subject line).**

**SUBJECT TO THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING PROCEDURES (AND THE BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY COMMITMENT PARTY), ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE.**

To subscribe, review and/or complete Items 1 and 2, as applicable, and read and complete Items 3, 4, 5 and 6 below. Eligible Participants are permitted to designate Designees to participate in the Rights Offering and/or to receive the New Common Shares issued pursuant to the Rights Offering Procedures without the need to transfer any Allowed Second-Out Claims or Allowed Amended Term Loan Claims to such Designee.

**Item 1. Calculation of Maximum Subscription Amount and Purchase Price.**

The undersigned hereby certifies that as of the Record Date, the undersigned is the Eligible Participant, or the authorized signatory of such Eligible Participant, of the Allowed Second-Out Claims or Allowed Amended Term Loan Claims as set forth on the applicable lines below:

Name of Eligible Participant of Allowed Second-Out Claims or Allowed Amended Term Loan Claims:

\_\_\_\_\_

Principal Amount of Allowed Second-Out Claims held as of Record Date:

\$\_\_\_\_\_ <sup>4</sup>

**1(a) Calculation of Maximum Allowed Second Out Claims Subscription Amount:**

|   |   |                  |   |   |
|---|---|------------------|---|---|
| \$<br><i>(Insert principal amount<br/>from Item 1a above)</i> | X | [•] <sup>5</sup> | = | <br><i>(Maximum Allowed Second-Out Claims<br/>Subscription Amount) (Round down to<br/>nearest whole number)</i> |
|---|---|------------------|---|---|

Each Eligible Participant of Allowed Second-Out Claims is entitled to subscribe for [•]<sup>6</sup> Rights Offering Securities per each \$1,000 of principal amount of Allowed Second-Out Claims (the “Maximum Allowed Second-Out Claims Subscription Amount”).

Principal Amount of Allowed Amended Term Loan Claims held as of Record Date:

\$\_\_\_\_\_ <sup>7</sup>

**1(b) Calculation of Maximum Allowed Amended Term Loan Claims Subscription Amount:**

|             |  |  |  |  |
|-------------|--|--|--|--|
| \$<br>_____ |  |  |  |  |
|-------------|--|--|--|--|

<sup>4</sup> Principal amount should not include any principal amounts that have been sold or otherwise transferred but remain unsettled or have been participated to another party but should include any principal amounts that have been purchased or otherwise acquired but remain unsettled or are held through a participation with another party.

<sup>5</sup> Subject to discussion with financial advisors.

<sup>6</sup> Subject to discussion with financial advisors.

<sup>7</sup> Principal amount should not include any principal amounts that have been sold or otherwise transferred but remain unsettled or have been participated to another party but should include any principal amounts that have been purchased or otherwise acquired but remain unsettled or are held through a participation with another party.



Each Eligible Participant is entitled to subscribe for [•]<sup>9</sup> Rights Offering Securities per each \$1,000 of principal amount of Allowed Amended Term Loan Claims (the “Maximum Allowed Amended Term Loan Claims Subscription Amount” and, together with the Maximum Allowed Second-Out Claims Subscription Amount, the “Maximum Subscription Amount”).

<sup>8</sup> Subject to discussion with financial advisors.

<sup>9</sup> Subject to discussion with financial advisors.

**1(c) Calculation of Purchase Price.** By filling in the following blanks, you are indicating that the undersigned Eligible Participant is electing to purchase the number of Rights Offering Securities specified below (specify a number of Rights Offering Securities, which is not greater than the Maximum Subscription Amount calculated in Items 1(a) and 1(b) above), on the terms and subject to the conditions set forth in the Rights Offering Procedures:

|  |          |                           |          |   |
|--|----------|---------------------------|----------|---|
| <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="text-align: center;"> <i>(Cannot exceed the Maximum Subscription Amount)</i> </div> | <b>X</b> | <b>\$[•]<sup>10</sup></b> | <b>=</b> | <b>\$_____</b><br><b>Purchase Price</b> |
|--|----------|---------------------------|----------|---|

**Only Eligible Participants (or their Designees) are entitled to participate in the Rights Offering, and only with respect to such Allowed Second-Out Claims or Allowed Amended Term Loan Claims. Subject to Section 11 of the Rights Offering Procedures, the eligibility of any exercise of Subscription Rights will be determined in good faith by the Debtors in consultation with the Commitment Parties, and, if necessary, subject to a final and binding determination by the Bankruptcy Court.**

Please provide your completed Subscription Form (or other required instruction, as applicable), with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, including the Eligible Participant Certification, to the Rights Offering Subscription Agent via electronic mail at [UnitedSiteBallots@veritaglobal.com](mailto:UnitedSiteBallots@veritaglobal.com) at or prior to the Subscription Expiration Deadline.

<sup>10</sup> Subject to discussion with financial advisors.

**Item 2. Commitment Party Representation.**

*(This section is only for Commitment Parties, each of whom is aware of its status as a Commitment Party. Please note that checking the box below if you are not a Commitment Party may result in forfeiture of your rights to participate in the Rights Offering.)*

- ☐ I am a Commitment Party (or a Designee of a Commitment Party) identified in the ERO Backstop Agreement.
- ☐ I intend (or my Designee intends) to apply all or a portion of the proceeds from the repayment of the DIP Claims and/or the First-Out Debt Claims.

For Eligible Participants that are Commitment Parties and not Investment Companies that checked the first box in this Item 2, payment of the Purchase Price shall ONLY be made by wire transfer of immediately available funds directly to the Escrow Account pursuant to the ERO Backstop Agreement and/or by application of proceeds from the repayment of the DIP Claims and/or the First-Out Debt Claims.

**PLEASE NOTE: NO RIGHTS OFFERING SUBMISSION WILL BE VALID UNLESS YOU PAY THE PURCHASE PRICE (UNLESS YOU ARE A COMMITMENT PARTY) AT OR PRIOR TO THE SUBSCRIPTION EXPIRATION DEADLINE. ELIGIBLE HOLDERS THAT ARE COMMITMENT PARTIES AND NOT INVESTMENT COMPANIES MUST DELIVER THE APPROPRIATE FUNDING TO THE ESCROW ACCOUNT AND/OR DIRECTION FROM ITS AFFILIATED DIP LENDER OR FIRST-OUT DEBT LENDER AT OR PRIOR TO THE ESCROW ACCOUNT FUNDING DATE IN ACCORDANCE WITH THE BACKSTOP COMMITMENT AGREEMENT.**

**Item 3. Payment Instructions.**

For Eligible Participants (who are not Commitment Parties), payment of the Purchase Price calculated pursuant to Item 1(c) above shall be made to the Rights Offering Subscription Agent ONLY in accordance with the following instructions:

***Wire Instructions:***

|                                  |  |
|----------------------------------|--|
| Bank Name:                       |  |
| Bank Address:                    |  |
| ABA/Routing No.:                 |  |
| SWIFT (for international wires): |  |
| Account Name:                    |  |
| Account No.:                     |  |
| Reference:                       |  |

**Item 4. Wire Refund.**

As provided in the Rights Offering Procedures, in the event that (i) the Rights Offering is terminated or (ii) the Total Offering Amount is reduced pursuant to the Plan, any payments (or, in the case of a reduction in the Total Offering Amount, any excess payments) received pursuant to the Rights Offering Procedures will be returned, without interest, to the applicable Eligible Participant or relevant payee as soon as reasonably practicable, but in any event within seven (7) Business Days after the date of termination or reduction, as applicable, and upon receipt by the Rights Offering Subscription Agent of the final refund instructions from the Debtors (or such earlier date set forth in the ERO Backstop Agreement or the agreement governing the Escrow Account). **Accordingly, please provide the wire information for the Rights Offering participant in the event a refund is needed:**

|                   |  |
|-------------------|--|
| Account Name:     |  |
| Bank Account No.: |  |
| ABA Routing No.:  |  |
| Bank Name:        |  |
| Bank Address:     |  |
| Reference:        |  |

### **Item 5. New Common Shares Delivery Information.**

The Debtors intend that the New Common Shares will be issued by the Company in book-entry form on the books and records of the transfer agent directly to each applicable Eligible Participant or its Designee and such Eligible Participant or its Designee will be the holder of record.

None of the Subscription Rights or the Rights Offering Securities issued and distributed pursuant to the Rights Offering Procedures or the Unsubscribed Securities issued pursuant to the Rights Offering Procedures and the ERO Backstop Agreement have been or will be registered under the Securities Act, nor under any state or local law requiring registration for the offer or sale of a security.

When issued, the Rights Offering Securities and Unsubscribed Securities issued pursuant to the Rights Offering will be “restricted securities” (within the meaning of Rule 144 under the Securities Act). These securities will bear the Securities Legend indicating that the securities may not be sold or otherwise transferred unless such securities are registered with the SEC pursuant to the Securities Act and comply with any applicable state or local law requiring registration of securities, or such sale or transfer is exempt from registration requirements of the Securities Act and any applicable state or local law.

Restricted Securities (as well as other securities held by affiliates) may be resold without holding periods under exemptions from registration, including Rule 144A under the Securities Act and Regulation S under the Securities Act, but only in compliance with the conditions of such exemptions from registration.

In addition, in connection with resales of any Rights Offering Securities or Unsubscribed Securities offered, issued, and distributed pursuant to Regulation S under the Securities Act: (i) the offer or sale, if made prior to the expiration of the one-year distribution compliance period (six months for a reporting issuer), may not be made to a U.S. person or for the account or benefit of a U.S. person (other than a distributor); and (ii) the offer or sale, if made prior to the expiration of the applicable one-year or six-month distribution compliance period, is made pursuant to the following conditions: (a) the purchaser (other than a distributor) certifies that it is not a U.S. person and is not acquiring the securities for the account or benefit of any U.S. person or is a U.S. person who purchased securities in a transaction that did not require registration under the Securities Act; and (b) the purchaser agrees to resell such securities only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration; and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the Securities Act.

Please indicate below in sections (A) and (B) the information of the Eligible Participant in whose name the Subscription Securities to be issued pursuant to the Rights Offering Procedures should be issued. In accordance with Section 2.3(b) of the ERO Backstop Agreement, Commitment Parties have the right to designate, no later than three (3) Business Days prior to the Closing Date, that some or all of the New Common Shares that such Commitment Party is obligated to purchase or has the right to receive under the ERO Backstop Agreement be issued in the name of, and delivered to a Related Purchaser of such Commitment Party upon receipt by the Company of payment therefor in accordance with the terms hereof (it being understood that payment by either

the Related Purchaser or the Commitment Party shall satisfy the applicable payment obligations of the Commitment Party), in accordance with the conditions set forth in the ERO Backstop Agreement.

If you wish to designate a Designee to receive your Subscription Securities issued pursuant to the Rights Offering Procedures, please complete these sections (A) and (B) in the name of such Designee. If you wish to designate multiple Designees to receive the Subscription Securities issued pursuant to the Rights Offering Procedures, please complete sections (A) and (B) for each such entity and indicate the portion of the Subscription Securities to be issued pursuant to the Rights Offering Procedures that you are designating to each such entity. Please note that the below designation information provided, if any, will be for the distribution of the Subscription Securities in connection with the Rights Offering, as well as the distribution of New Common Shares pursuant to the Plan.

**A. Please indicate on the lines provided below the registration name of the party in whose name the Subscription Securities issued pursuant to the Rights Offering Procedures should be issued. To the extent the party in whose name the Subscription Securities are to be issued is not the Eligible Participant, such Designee is to sign the acknowledgment contained herein in section (C):**

Registration Name Line 1 (Maximum 35 Characters): \_\_\_\_\_

Registration Name Line 2 (Maximum 35 Characters): \_\_\_\_\_  
(if needed)

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Portion / Amount of Subscription Securities designated to multiple entities: \_\_\_\_\_

U.S. Federal Tax EIN/SSN (optional for non-U.S. persons): \_\_\_\_\_

If non-U.S. person, check here and attach appropriate IRS Form W-8 ☐

If U.S. person, check here and attach IRS Form W-9 ☐

**B. Account Type.** Please indicate the “account type” that may be used in connection with registration of your Subscription Securities issued pursuant to the Rights Offering Procedures. Please check **only one** box:

- ☐ **INDIVIDUAL ACCOUNT;**
- ☐ **IRA ACCOUNT;**
- ☐ **CORPORATIONS (S-CORP):** (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);
- ☐ **PARTNERSHIP:** (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);
- ☐ **BANK;**
- ☐ **NOMINEE ACCOUNTS;**
- ☐ **C-CORP;**
- ☐ **NON-PROFIT:** (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);
- ☐ **FIDUCIARY ACCOUNT:** (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX, FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER TO MINOR’S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRANT (GRANTOR ANNUITY TRUST));
- ☐ **TENANTS IN COMMON;**
- ☐ **TENANTS BY ENTIRETY:** (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- ☐ **JOINT TENANTS:** (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- ☐ **COMMUNITY PROPERTY:** (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).



**C. Designee of Eligible Participant.** The below-named Designee(s) hereby acknowledge acceptance of such designation from the Eligible Participant.

---

BY:

NAME:

TITLE:

---

BY:

NAME:

TITLE:

**Item 6. Certification.**

The undersigned hereby certifies that (a) the undersigned was the holder of the Allowed Second-Out Claims or Allowed Amended Term Loan Claims above as of the date hereof (for purposes hereof, the “Eligible Participant”), or the authorized signatory (the “Authorized Signatory”) of such holder acting on behalf of such Eligible Participant, (b) the Eligible Participant has reviewed a copy of the Plan, the Disclosure Statement and the Rights Offering Procedures, and (c) the Eligible Participant understands that the exercise of the Subscription Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan, the Rights Offering Procedures, and, if applicable, the ERO Backstop Agreement.

**The Eligible Participant (or the Authorized Signatory on behalf of such Eligible Participant) acknowledges that, by executing this Subscription Form, the Eligible Participant named below (1) has elected to subscribe for Subscription Securities for the Purchase Price calculated in Item 1(c) above and (2) will be bound to pay such Purchase Price for the Subscription Securities for which it has subscribed.**

**The Eligible Participant (or the Authorized Signatory on behalf of such Eligible Participant) acknowledges that, by executing this Subscription Form, the Eligible Participant has elected to subscribe for the Subscription Securities associated with the number of the Subscription Securities indicated, and will be bound to pay the Purchase Price for the Subscription Securities for which it has subscribed and that it may be liable to the Debtors to the extent of any nonpayment.**

Date: \_\_\_\_\_

Name of Eligible Participant: \_\_\_\_\_

U.S. Federal Tax EIN/SSN: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Please deliver your and your Designee’s (if any) completed Subscription Form (with an accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable (including for any Designee), Eligible Participant Certification Questionnaire, including the Eligible Participant Certification, to the Rights Offering Subscription Agent at the following details:

Via electronic mail at:

[UnitedSiteBallots@veritaglobal.com](mailto:UnitedSiteBallots@veritaglobal.com)

**Delivery of this Subscription Form to any person other than the Rights Offering Subscription Agent does not constitute delivery to the Rights Offering Subscription Agent.**

***EXHIBIT A to the Subscription Form***

**Eligible Participant Certification.**

IN ORDER TO PARTICIPATE IN THE RIGHTS OFFERING, YOU MUST COMPLETE THIS QUESTIONNAIRE FOR EACH ELIGIBLE HOLDER AND FOR EACH RECIPIENT OF THE SUBSCRIPTION SECURITIES DESIGNATED BY THE ELIGIBLE HOLDER IN ITEM 5, IF ANY.

**In order to participate in the Rights Offering, Eligible Participants or Designees are required to be either (i) a “qualified institutional buyer” as defined under Rule 144A of the Securities Act, (ii) an institutional “accredited investor” within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) under the Securities Act or (iii) a non-U.S. Person and is not acting for the account or benefit of a U.S. person (as defined in Regulation S under the Securities Act) that is located outside of the United States.**

Accordingly, each Eligible Participant (or its Designees) that submits this Subscription Form must complete the questionnaire below and certify that it and any of the recipients that it designated to receive the Subscription Securities is either:

- ☐ a “qualified institutional buyer” as defined under Rule 144A of the Securities Act;
- ☐ an institutional “accredited investor” within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) under the Securities Act; or
- ☐ a non-U.S. person and is not acting for the account or benefit of a U.S. person (as defined in Regulation S under the Securities Act) that is located outside of the United States.

**This Subscription Form and accompanying required documentation must be returned to  
Kurtzman Carson Consultants d/b/a Verita Global via electronic mail at  
UnitedSiteBallots@veritaglobal.com  
on or before 5:00 p.m. New York City Time on February 12, 2026.**